

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
JACKSONVILLE DIVISION

IN RE:

CHAPTER 11

CASE NO.: 3:09-bk-07047-JAF

TAYLOR, BEAN & WHITAKER  
MORTGAGE CORP.,

Debtor

**PROOF OF CLAIM BY DEBTOR FOR**  
**DARYL J. CORBIN**

1. This claim is being filed by the debtor pursuant to 11 U.S.C. §501(c) on behalf of Daryl J. Corbin, 227 W. Evans Street, Florence, South Carolina, 29501.

2. The debtor was, at the time of the filing of the petition in this case, and still is indebted to Daryl J. Corbin in the amount of \$464,704.00.

3. The consideration for this debt was pursuant to a Lease Agreement between Daryl J. Corbin and Taylor, Bean & Whitaker Mortgage Corporation involving property owned by Daryl J. Corbin located at 231 and 237 West Evans Street. Copy of Lease attached.

4. No judgment has been rendered on this claim.

5. The creditor holds a security interest as shown on the attachments, and this claim is filed as a secured claim.

CLIVE N. MORGAN, P.A.

**CLAIM FILED**  
JACKSONVILLE, FLORIDA

**NOV 05 2009**

CLERK, U. S. BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA

*Clive N. Morgan*

Clive N. Morgan  
Florida Bar # 357855  
6712 Atlantic Boulevard  
Jacksonville, FL 32211  
(904)727-9300  
Attorney for Creditor

T, B & W Mortgage Corp.



00221

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a copy of the foregoing has been furnished this 3rd day of November to:

Claims Agent  
BMC Group, Inc.  
c/o TB&W Mortgage Claims Processing  
P. O. Box 3020  
Chanhassen, MN 55317-3020

Edward J. Peterson III  
110 East Madison Street, Suite 200  
Tampa, FL 33602  
Attorney for Creditor

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Clive N. Morgan

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237 WEST EVANS STREET  
FLORENCE, SOUTH CAROLINA

LEASE

This Lease is made this \_\_\_\_ day of February, 2007, by and between Daryl J. Corbin ("Landlord"), and Taylor, Bean, and Whitaker Mortgage Corporation ("Tenant").

DATA SHEET

Tenant's Address: 101 N.R. 2<sup>ND</sup> Street, Ocala, Florida 34470

Tenant's Phone: 904/687-3222 (Tag Gallaher)  
352/671-0004 (Margaret Potter)

Landlord's Address: 227 West Evans Street, Florence, South Carolina 29501

Term: Five (5) years or Sixty (60) months, commencing May 1, 2007, and ending April 30, 2012. In addition, Tenant may exercise its option to lease the property for an additional Five (5) years or Sixty (60) months, commencing May 1, 2012, and ending April 30, 2017. See Addendum A attached hereto involving parking availability.

Leased Premises: 237 West Evans Street, Florence, South Carolina, consisting of approximately 9,200 square feet..

Commencement Date: May 1, 2007

Termination Date: April 30, 2017

Base Rent: \$10,158 per month (consisting of \$13.25 per square foot per annum)

Rent Adjustment Date: May 1, 2012 = \$10,925 per month (consisting of \$14.25 per square foot per annum)

Permitted Use: GENERAL OFFICE SPACE

**THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

1. **LEASED PREMISES:** Landlord leases to Tenant and Tenant leases from Landlord the Premises located at 237 West Evans Street, Florence, South Carolina, upon the terms, covenants, and conditions set forth herein.

2. **TERM:** The Lease Term shall be for the Term commencing on the Commencement Date and terminating on the Termination Date, all as described on the Data Sheet herein unless earlier terminated as hereinafter provided. See Addendum A attached hereto involving parking availability.

3. **RENT:** During the Term, Tenant agrees to pay Landlord Rent, including, but not limited to, annual Base Rent under this Lease payable as follows:

- (a) Tenant shall pay Rent to Landlord monthly, in advance, and without demand on the first day of each and every calendar month during the Term and any extensions or renewals hereof at Landlord's address set forth herein, or at such other place as Landlord may from time to time designate in writing. If the Commencement Date occurs on a day other than the first (1st) day of a month, then the first installment of Rent shall be prorated, based on thirty (30) days per month, and such installment so prorated shall be paid in advance.
- (b) If Tenant fails to pay any installment of rent by the fifth (5th) day of the month in which it is due, there shall be paid with such unpaid amount a late charge of five percent (5%) of the installment or amount due and owing under the terms of the Lease.
- (c) Tenant's obligation to pay Rent is an independent covenant and is and shall not be subject to any abatement, deduction, counterclaim, reduction, setoff, or defense of any kind whatsoever.
- (d) The Leased Premises is estimated to be 9,200 square feet. Landlord has given Tenant sufficient access to the premises, to determine the suitability of the property for its intended use. Tenant agrees the annual rent for the Leased Premises is a gross figure independent of the actual size of the building. The parties agree the building consists of approximately 9,200 square feet, plus or minus.

4. **ACCEPTANCE OF LEASED PREMISES AND BUILDING BY TENANT:** The taking of possession of the Leased Premises by Tenant shall be conclusive evidence of Tenant's acceptance of (a) the Leased Premises as complying with this Lease and suitable for the purposes for which the same are leased; and (b) the Building and each and every part and appurtenance thereof as being in a good and satisfactory condition and

complying with this Lease.

5. **USE AND OCCUPANCY OF LEASED PREMISES:** Tenant shall use and occupy the Leased Premises for general office space and for no other purpose whatsoever. Tenant shall not occupy or use, or permit any portion of the Leased Premises to be occupied or used, for any business or purpose that is unlawful, disreputable, or extra-hazardous on account of fire or otherwise, or permit anything to be done that could in any way increase the rate or result in the denial or reduction of fire, liability, or any other insurance coverage on the Building and/or its contents. If, by reason of Tenant's acts or conduct of business, there shall be an increase in the rate of insurance on the Building or their contents, then without waiving the provisions of this Section, Tenant shall pay such increase to Landlord immediately upon demand as additional Rent. Tenant shall not make or permit any noise or odor that is objectionable to the public or Landlord to emanate from the Leased Premises and shall not create nor maintain a nuisance thereon.
6. **LAWS AND REGULATIONS:** Tenant shall comply with all laws, ordinances, rules, and regulations of any state, federal, municipal, or other government or governmental agency ("Governmental Authority") having jurisdiction over the Leased Premises that relate to the use, condition, or occupancy of the Leased Premises and the conduct of Tenant's business thereon.
7. **UTILITIES:** Tenant shall conserve heat, air conditioning, water, and electricity and shall use due care in the use of the Leased Premises and, without qualifying the foregoing, shall not neglect nor misuse water fixtures, electric lights, and heating and air conditioning apparatus. Landlord understands Tenant may operate its business beyond a normal office work schedule, including evenings and weekends. Tenant agrees to abide by all governmental guidelines, rules, or regulations applying to conservation of energy by complying with any and all thermostatic setting guidelines. Tenant in so doing agrees to hold Landlord harmless from any loss, cost, damage, or penalty from Tenant's noncompliance therewith.
8. **MAINTENANCE AND REPAIRS:** Landlord shall make all necessary repairs to the outer walls, roof, downspouts, gutters, and basic structural elements of the Building. Tenant will, at its sole cost and expense, keep and maintain the leasehold improvements in the condition that existed on the date the Leased Premises was first occupied by Tenant and in properly functioning, safe, orderly, and sanitary condition, will make all necessary replacements thereto, will suffer no waste nor injury thereto, and will at the expiration or other termination of the Term of this Lease, surrender the same with all improvements in the same order and condition in which they were on the Commencement Date, or in such better condition as they may hereafter be put, ordinary wear and tear and casualty damage to the extent covered by insurance excepted. Tenant shall repair or replace, at Tenant's cost and expense, any damage done to the Leased Premises, the Building, or any part thereof, caused by Tenant or Tenant's agents, employees, invitees, or visitors, and restore the same to the condition it was in prior to such damage. All repairs and replacements

shall be effected in compliance with all building and fire codes and other applicable laws and regulations. If Tenant fails to make such repairs or replacements promptly, Landlord may, at its option, make the repairs or replacements, and Tenant shall pay the cost thereof including, but not limited to, a charge for Landlord's overhead to Landlord immediately on demand as part of the Rent due hereunder. Any repairs required to be made by Tenant shall be performed only by contractor(s) designated or approved by Landlord and only upon the prior written approval of Landlord as to the work to be performed and materials to be furnished in connection therewith. Further, in Landlord's sole discretion, Landlord may perform the work to be done by Tenant under this paragraph with contractors of Landlord's choosing and Tenant shall reimburse Landlord for the cost thereof or at Landlord's direction pay such contractors directly and immediately upon demand. Failure of Landlord to strictly enforce or perform the terms hereof shall not constitute a waiver of any of the provisions hereof.

**9. ALTERATIONS AND IMPROVEMENTS BY TENANT:** Tenant shall not make any alterations, additions, or improvements to the Leased Premises ("Alterations") without the prior written consent of Landlord which may be withheld in Landlord's sole discretion. All Alterations consented to by Landlord and performed at the direction of Tenant shall be subject to requirements contained in this Lease and any other reasonable conditions imposed by Landlord, including, but not limited to, Landlord approval of all contractors and subcontractors and the personal guarantee of Tenant's obligation to pay for such Alterations. Prior to the beginning of any construction on the Leased Premises, Tenant expressly agrees (a) to submit all plans, blueprints, or other specifications, including, but not limited to, interior decorating schemes, for the construction of improvements on the Leased Premises to Landlord for approval, Landlord expressly reserving the right to review, modify, or reject any proposed improvement or plan for construction; and (b) to obtain and deliver to Landlord such security against mechanic's liens as Landlord shall reasonably request. Regardless of whether Landlord's consent is required or obtained hereunder: (i) all Alterations shall be made in accordance with applicable laws, codes, and insurance guidelines, and shall be performed in a good and workmanlike manner, (ii) if the construction or installation of Tenant's alterations or fixtures causes any labor disturbance, Tenant shall immediately take any action necessary to end such labor disturbance, and (iii) Tenant shall furnish to Landlord construction plans in such format as Landlord may reasonably require.

All Alterations made by Tenant, or at its direction, shall, at Landlord's option, become the property of Landlord at the expiration or termination of this Lease. Landlord reserves the express right to require Tenant to remove any Alterations made to the Leased Premises and to require Tenant to repair and return the Leased Premises to its original condition existing on the day prior to the execution of this Lease. If Tenant fails to return the Leased Premises to its original condition, Landlord may collect from Tenant an amount equal to the costs necessary to return the Leased Premises to its original condition, including, but not limited to, a charge for Landlord's overhead. In any event, Landlord may in its sole discretion remove any Alterations at the expiration or termination of this

Lease and Tenant hereby agrees to pay Landlord for the cost thereof including, but not limited to, a charge for Landlord's overhead.

All trade fixtures, movable equipment, or furniture owned by Tenant and installed on or in the Leased Premises by Tenant shall be removed by Tenant upon termination of this Lease at Tenant's sole cost and expense. Any such trade fixture not removed at or prior to the termination of this Lease shall become the property of Landlord and may be disposed of as Landlord's determines, and Tenant agrees to pay immediately upon demand all costs and expenses of such disposition.

10. **MECHANIC'S LIENS:** Tenant shall not permit any mechanic's lien or other liens to be placed upon the Leased Premises or, the Leasehold Improvements thereon during the term hereof caused by or resulting from any work performed, materials furnished, or obligation incurred by or at the request of Tenant, and nothing contained in this Lease shall be deemed as constituting the consent or request of Landlord, express or implied, to any contractor, subcontractor, laborer, or material man for the performance of any labor or the furnishing of any materials for any specific improvement, alteration, or repair to the Leased Premises, or any part thereof, nor as giving Tenant any authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any mechanic's or other liens against the Leased Premises or the Building. If a lien is filed upon the Leased Premises of the building, Tenant shall cause the same to be discharged of record within thirty (30) days after filing of same. If Tenant shall fail to discharge such mechanic's lien within such period, then, in addition to any other right or remedy of Landlord, Landlord may discharge the same, either by paying the amount claimed to be due, or by procuring the discharge of such lien by deposit in court or bonding. Any amount paid by Landlord for any of the aforesaid purposes, or for the satisfaction of any other lien not caused by Landlord, with interest thereon at the maximum lawful rate provided from the date of payment, shall be paid by Tenant to Landlord immediately on demand as Rent.

11. **SERVICES TO BE FURNISHED BY LANDLORD:** Landlord shall furnish Tenant with adequate water, sewer, and electrical utilities subject to a \$2,000 maximum amount each month. Landlord shall be solely responsible for any monthly expenses beyond \$2,000 for water, sewer, and electrical utilities provided to the premises. If the combined expenses of all water, electrical, and sewer services exceed \$2,000 in any particular month, Landlord shall pay such amount to the services providers; and Tenant shall reimburse Landlord within ten (10) days of providing Tenant with a copy of the billing information. Tenant shall adequately maintain the Premises in a reasonably clean, neat, safe, and sanitary manner. Landlord shall not be liable for, and there shall be no abatement of rent by reason of, failure to furnish, or for delay or suspension in furnishing, any services to be provided by Landlord, caused by breakdown, maintenance, repairs, strikes, scarcity of labor or materials, energy conservation as provided herein, or causes beyond Landlord's control. Tenant shall conserve heat, air conditioning, water, and electricity and shall use due care in the use of the Leased Premises. All thermostats within

the Premises shall be under the sole control of Landlord, and Tenant shall not, nor shall it permit any of its employees, agents, representatives, guests, or invitees to open, change, or tamper with any thermostats.

Water, gas, electrical, and sewer services included in the Rent will be provided through available public utilities. Should any of Tenant's office equipment or machinery breakdown, be damaged, or for any cause cease to function properly or should Tenant suffer any loss or damages as a result of the cessation, malfunction, fluctuation, variation, interruption, or breakdown of services or equipment, Tenant shall have no claim against Landlord or for rebate of Rent or any damages including, but not limited to, incidental or consequential damages.

Tenant will not, without the written consent of Landlord, use any apparatus or device in the Leased Premises which will in any way increase the amount of electricity or water usually furnished or supplied for use of the Leased Premises; nor connect with electrical current, except through existing electrical outlets in the Leased Premises, and apparatus or device, for the purpose of using electrical current or water. If Tenant shall require electrical current in excess of the amount usually furnished or supplied for use of the Leased Premises, Tenant shall first procure the written consent of Landlord to the use thereof and Landlord may cause a meter measuring electric current consumed for any such other use to be installed. The cost of any such meters and of installation, maintenance, and repair thereof shall be paid for by Tenant as directed by Landlord and Tenant agrees at Landlord's option to either pay the appropriate utility directly for said excess usage or to pay to Landlord promptly the rates charged for such services by the local public authority, or the local public utility as the case may be, furnishing the same, plus any additional expense incurred in keeping account of the water and electric current so consumed.

12. **TIME OF POSSESSION AND OCCUPANCY OF LEASED PREMISES:** If the Leased Premises shall not be ready for occupancy at said time because construction has not yet been completed or by reason of any building modifications or Landlord initiated repairing or remodeling, Landlord shall use due diligence to complete such construction building operations, repairing, and remodeling. It is agreed that Landlord, using due diligence, shall not in any way be liable for failure to obtain possession of the Leased Premises for Tenant or to deliver the possession thereof to Tenant with such building construction, operation, repairing, or remodeling complete, except that unless the delay in Tenant's occupancy is caused by Tenant or the result of delay in completing the Leasehold Improvements attributable to Tenant the Base Rent hereunder shall be abated until the Leased Premises shall, on Landlord's part, be ready for occupancy by Tenant, this Lease remaining in all things in full force and effect and the Lease Term shall not thereby be extended.

13. **NOTICE OF SURRENDER:** Tenant shall, at least ninety (90) days before the



last day of the term hereof, give to Lessor a written notice of intention to surrender the Leased Premises on that date, but nothing contained herein shall be construed as an extension of the term hereof or as consent of the Lessor to any holding over by Tenant.

14. **HOLDING OVER:** If after expiration or other termination of this Lease, Tenant holds over with or without the prior written consent of Landlord, such tenancy shall be from month to month and Tenant shall, throughout the entire holdover period, pay rent equal to the greater of two (2) times the Base Rent, with such adjustments to Base Rent as would have otherwise have been effect if the Lease Term had continued during the holding over period, plus all other amounts that would otherwise have been payable hereunder had the Term continued through the period of such holding over by Tenant; provided, however, that Landlord's acceptance of any such payment shall not constitute nor imply any consent by Landlord to any such holding over by Tenant or any extension of the Lease Term or prevent Landlord from exercising any remedy provided herein. In the event of any unauthorized holding over, Tenant shall indemnify, defend, and hold Landlord harmless from and against all claims for damages (and reimburse Landlord upon demand for any sums paid in settlement of any such claims) by any other tenant or prospective tenant to whom Landlord may have leased all or any part of the Leased Premises effective before or after the expiration of the Lease Term and by any broker claiming any commission or fee in respect to any such lease or offer of lease.

15. **EVENTS OF DEFAULT:**

- (a) The following events shall be Events of Default by Tenant under this Lease:
- (i) Tenant fails or refuses to pay any installment of Rent or other sum of money payable hereunder or under this Lease or any other Lease between Landlord and Tenant when due, provided that Landlord shall give Tenant notice of such failure or refusal and ten (10) days to remedy the same not more than twice in any twelve (12) consecutive monthly period prior to such failure or refusal constituting an Event of Default hereunder;
  - (ii) Tenant fails or refuses to comply with any term, provision, or covenant of this Lease, other than the payment of Rent, or any term, provision, or covenant of any other Lease between Landlord and Tenant, and shall not cure such failure or refusal within thirty (30) days after written notice thereof from Landlord to Tenant; or
  - (iii) Tenant shall file or have filed against it or any guarantor of this Lease any bankruptcy or other creditor's action or make an assignment for the benefit of its creditors.

(b) If an Event of Default occurs, Landlord shall have the right to pursue any one or more of the following remedies in addition to all other rights or remedies provided herein or at law or in equity:

(i) Landlord may terminate this Lease or, without terminating this Lease, terminate Tenant's right of possession and, in either case, forthwith repossess the Leased Premises ("Repossession") by forcible entry and detainer suit or otherwise without liability for trespass or conversion. From time to time after Repossession of the Leased Premises, whether or not this Lease has been terminated, Landlord may, but shall not be obligated to, attempt to relet the Leased Premises for the account of Tenant in the name of Landlord or otherwise, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term) and for such terms (which may include concessions or free rent) and for such uses as Landlord, in its uncontrolled discretion, may determine, and may collect and receive the rent therefor. For the purpose of reletting, Landlord is authorized to decorate or to make any repairs, changes, alterations, or additions in or to the Leased Premises that may be necessary or convenient. Tenant shall be responsible for all costs and expenses related to or arising from any alterations or decorating and all costs of reletting the Premises including Landlord's overhead. Any rent received shall be applied against Tenant's obligations hereunder, but Landlord shall not be responsible or liable for any failure to collect any rent due upon any such reletting.

Tenant agrees that Landlord may file suit to recover any sums falling due under the terms of this subparagraph from time to time; and that no delivery or recovery of any portion due Landlord hereunder shall be a defense in any action to recover any amount not theretofore reduced to judgment in favor of Landlord, nor shall such reletting be construed as an election on the part of Landlord to terminate this Lease unless a written notice of such intention be given to Tenant by Landlord. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous default. Landlord shall have the right to relet the Leased Premises to a third party without waiving any right to claim against Tenant and without incurring any obligation to pay over to Tenant any amounts collected pursuant to re-rental.

(ii) To use any advance rent applicable to any time period after the occurrence of the Event of Default and any sums which would then or thereafter otherwise be due from Landlord to Tenant to offset any

rents, damages, or other sums of money owed by Tenant.

No termination of this Lease and no Repossession of the Leased Premises shall relieve Tenant of its liabilities and obligations under this Lease, all of which shall survive any such termination or Repossession. In the event of any such termination or Repossession, whether or not the Leased Premises shall have been relet, Tenant shall pay to Landlord the Base Rent and other sums and charges to be paid by Tenant up to the time of such termination or Repossession, and thereafter Tenant, until the end of what would have been the Term in the absence of such termination or Repossession, shall pay to Landlord, as and for liquidated and agreed current damages for Tenant's default, the equivalent of the amount of the Base Rent and such other sums and charges which would be payable under this Lease by Tenant if this Lease were still in effect, less the net proceeds, if any, of any reletting effected pursuant hereto after deducting all of Landlord's expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage and management commissions, operating expenses, legal expenses, attorneys' fees, alteration costs, and expenses of preparation for such reletting. Tenant shall pay such current damages to Landlord monthly on the days on which the Base Rent would have been payable under this Lease if this Lease were still in effect, and Landlord shall be entitled to recover the same from Tenant on each such day.

At any time after such termination or Repossession, whether or not Landlord shall have collected any current damages as aforesaid, Landlord shall be entitled to recover from Tenant, and Tenant shall pay to Landlord on demand, as and for liquidated and agreed final damages for Tenant's default the following:

An amount equal to the then present value of the excess of the Base Rent and other sums or charges reserved under this Lease from the day of such termination or Repossession for what would be the then unexpired term if the same had remained in effect, over the amount of rent Tenant demonstrates that Landlord could in all likelihood actually collect for the Leased Premises for the same period, said present value to be arrived at on the basis of a discount of four percent (4%) per annum.

In addition to all other remedies of Landlord, Landlord shall be entitled to reimbursement upon demand of all reasonable attorneys fees incurred by Landlord in connection with any Event of Default.

16. **NO IMPLIED WAIVER:** No waiver by either party of any breach of any agreement herein contained shall operate as a waiver of such agreement itself, or of any subsequent breach thereof. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly installments of rent herein stipulated shall be deemed to be other than on account of the earliest

stipulated rent nor shall any endorsement or statement on any check or letter accompanying a check for payment of rent be deemed an accord and satisfaction, nor shall acceptance of rent with knowledge of breach constitute a waiver of the breach, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent, to terminate this Lease, to Repossess the Leased Premises or to pursue any other remedy provided in this Lease. No re-entry by Landlord, and no acceptance by Landlord of keys from Tenant, shall be considered an acceptance of a surrender of the Lease.

**17. INSURANCE:** Tenant agrees to maintain at its sole expense, at all times during the term of this Lease:

- (a) fire and extended coverage insurance on all of its Leasehold Improvements, personal property, trade fixtures, equipment, and inventory located in or on the Leased Premises and on all Alterations made by Tenant. Such insurance policy or policies shall be maintained with companies licensed to transact business in the state of South Carolina, in amounts equal to 100% of the insurable replacement value thereof, Landlord shall be named as a loss payee on all such policies.
- (b) Commercial liability insurance providing coverage on an "occurrence" rather than a "claims made" basis, which policy shall include coverage for Bodily Injury, Property Damage, Personal Injury, Contractual Liability (applying to this Lease), and Independent Contractors, in current Insurance Services Office form or other form which provides coverage at least as broad for the benefit of Landlord and Tenant. Such coverage shall be in the minimum amount of not less than Five Million Dollars (\$5,000,000) Combined Single Limit, such limit to be for any greater amount as may be reasonably indicated by circumstances from time to time existing. Tenant shall furnish Landlord with a certificate of such policy at least fifteen (15) days prior to taking possession and, whenever required, shall satisfy Landlord that such policy is in full force and effect. Such policy shall name Landlord as an additional insured and shall be primary and noncontributing with any insurance carried by Landlord. The policy shall further provide that it shall not be canceled nor altered without thirty (30) days prior written notice to Landlord.

**18. RELEASE FROM LIABILITY; INDEMNITY:** Landlord shall not be liable to Tenant, or to its agents, servants, employees, customers, or invitees, for any claims, causes of action, losses, expenses, court costs, or attorneys' fees arising from any damage to person or property caused by or occurring in, on, or about the Leased Premises and appurtenances thereof. Tenant agrees to indemnify and hold Landlord harmless from and against all claims, causes of action, losses, expenses, court costs, or attorney's fees arising from injury, death, or property loss or damage occurring in the Leased Premises, or from any negligent act or omission of Tenants or its officers, employees, agents, licensees, or invitees or otherwise arising by, through, or under the Lease, except to the extent caused by the grossly negligent act or intentional misconduct of Landlord. The provisions of this Section shall survive any termination or expiration of this Lease.

19. **WAIVER OF SUBROGATION:** Anything in this Lease to the contrary notwithstanding, Landlord and Tenant each hereby waives all rights of recovery, claim, action, or cause of action, against the other, their agents, officers, or employees, for any loss or damage that may occur to the Leased Premises, any Leasehold Improvements, or the Building of which the Leased Premises are a part, by reason of fire, the elements, or any other cause which is insured against under the terms of standard fire and extended coverage insurance policies referred to in this Section or is otherwise insured against under an insurance policy maintained by the party suffering such loss or damage, regardless of cause or origin, including any negligence of the other party hereto and/or its agents, officers, or employees, and each party covenants that no insurer shall hold any right of subrogation against such other party. Each party hereto agrees to give immediately to any insurer that has issued to it policies of fire and extended coverage insurance written notice of the mutual waiver contained in this provision and to have such policies endorsed, if necessary, to prevent the invalidation of insurance coverage by reason of such mutual waiver.

20. **LOSS OR DAMAGE TO PROPERTY:** All personal property belonging to Tenant or to any other person located in or about said Leased Premises or the Building shall be there at the sole risk of Tenant or such other person; and neither Landlord nor Landlord's agent or employees shall be liable for the theft or misappropriation thereof, nor for any damage or injury thereof, nor for death or injury of Tenant, or any other person or damage to property caused by water, snow, frost, steam, heat, cold, dampness, falling plaster, explosions, sewers or sewage, gas, odors, noise, the bursting or leaking of pipes, plumbing, electrical wiring, and equipment and fixtures of all kinds, or by any act or negligent act of any other person.

21. **FIRE OR OTHER CASUALTY:** If the Leased Premises or the Building shall be damaged by fire or other cause, Landlord shall at its option either (a) undertake to restore such damage with all due diligence, or (b) in the event the Leased Premises or the Building are damaged by fire or other cause to such extent that damage cannot, in Landlord's sole judgment, be economically repaired within 90 days after the date of such damage (taking into account the time necessary to effectuate a satisfactory settlement with any insurance company and using normal construction methods without overtime or other premium), terminate this Lease, by notice given to Tenant within 60 days after the date of the damage. Any termination hereunder by reason of damage to the Premises shall be effective as of the date of the damage. Any termination by reason of damage to the Building but not the Leased Premises shall be effective as of the date notice is given. Such work shall not exceed the scope of the work done by Landlord in originally constructing the Complex and installing building standard items in the Leased Premises, nor shall Landlord in any event be required to spend for such work an amount in excess of the insurance proceeds actually received by Landlord as a result of the fire or other casualty. Tenant agrees that promptly after completion of such work by Landlord, Tenant will proceed with reasonable diligence and at Tenant's sole cost and expense to restore, repair, and replace the Leasehold Improvements and all Alterations, fixtures, and equipment installed by Tenant. Landlord shall not be liable for any inconvenience or annoyance to Tenant or injury to the business of Tenant resulting in any way from such damage or the repair thereof, except that, subject to the provisions of the next sentence, Landlord shall allow Tenant a pro rata diminution of Base Rent during the time the Leased Premises are unfit for occupancy equal to the proportion that the Leased Premises unfit for occupancy bears to the entire Leased Premises. If the Leased Premises

or any other portion thereof be damaged by fire or other casualty resulting from the fault or negligence of Tenant or any of Tenant's agents, employees, or invitees, the Rent hereunder shall not be diminished during the repair of such damage, and Tenant shall be liable to Landlord for the cost and expense of the repair and restoration of the Premises caused thereby to the extent such cost and expense is not covered by insurance proceeds. Tenant shall use proceeds from insurance carried by Tenant to repair and restore Tenant's property.

22. **CONDEMNATION:** If the Leased Premises shall be taken or condemned for public purpose to such extent as to render the Leased Premises untenable, this Lease shall, at the option of either party, cease and terminate as of the date of such taking or condemnation. Either party may exercise such option to terminate by written notice to the other party within fifteen (15) days after such taking or condemnation. All proceeds from any taking or condemnation of the Leased Premises shall belong to and be paid to Landlord. Upon termination pursuant to this Section, Tenant shall immediately vacate the Leased Premises.

23. **DAMAGES FROM CERTAIN CAUSES/FORCE MAJEURE:** Whenever a period of time is herein prescribed for the taking of any action by Landlord, Landlord shall not be liable to Tenant for any delay or for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition, or order of government body or authority, or neglect of Tenant or any of Tenant's employees or agents, or any other cause whatsoever beyond the control of Landlord, or for any damage or inconvenience which may arise through repair or alteration of, or failure to repair, any part of the Leased Premises necessitated by such causes. Tenant, to the fullest extent permitted under applicable law, hereby waives any claim or cause of action which may now exist or hereafter arise under any applicable deceptive trade practices law or consumer protection law or any successor statute.

24. **NOTICE AND CURE:** In the event of any act or omission by Landlord that would give Tenant the right to damages from Landlord or the right to termination of this Lease by reason of a constructive or actual eviction from all or part of the Leased Premises or otherwise, Tenant shall not sue for such damages or exercise any such right to terminate until it shall have given written notice of such act or omission to Landlord and to the holder(s) of the indebtedness or other obligations secured by any mortgage or deed of trust affecting the Leased Premises, and a reasonable period of time for remedying such act or omission shall have elapsed following the giving of such notice, during which time Landlord and such holder(s), or either of them, their agents or employees, shall be entitled to enter upon the Leased Premises and do therein whatever may be necessary to remedy such act or omission. During the period after the giving of such notice and during the remedying of such act or omission, the Base Rent payable by Tenant for such period as provided in this Lease shall be abated and apportioned only to the extent that any part of the Leased Premises shall be untenable.

25. **PERSONAL LIABILITY:** The liability of Landlord, any agent of Landlord, or any of their respective officers, directors, shareholders, or employees to Tenant for or in respect of any default by Landlord under the terms of this Lease or in respect of any other

claim or cause of action shall be limited to the interest of Landlord in the Premises, and Tenant agrees to look solely to Landlord's interest in the premises for the recovery and satisfaction of any judgment against Landlord, any agent of Landlord, or any of their respective officers, directors, shareholders, and employees.

26. **TRANSFERS BY LANDLORD:** In the event of a sale, conveyance, or transfer of interest by Landlord of the Leased Premises, or a portion of the Leased Premises, the same shall operate to release Landlord from any future liability upon any of the covenants or conditions, expressed or implied, herein contained in favor of Tenant, and in such event Tenant agrees to look solely to the responsibility of the successor in interest of Landlord in and to this Lease. This Lease shall not be affected by any such sale, and Tenant agrees to attorn to the purchaser or assignee.

27. **LEASE TO BE SUBORDINATE:** This Lease is subject and subordinate to all ground or underlying leases, mortgages; and restrictions which may now or hereafter affect the Premises, and to all renewals and extensions thereof. Tenant agrees that in the event that any proceedings are brought for the foreclosure of any Mortgage, Tenant shall immediately and automatically attorn to the purchaser at such foreclosure sale, as the landlord under this Lease, and Tenant waives the provisions of any statute or rule of law, now or hereafter in effect, which may give or purport to give Tenant any right to terminate or otherwise adversely affect this Lease or the obligations of Tenant hereunder in the event that any such foreclosure proceeding is prosecuted or completed. Further, so long as Tenant is not in default under this Lease, this Lease shall remain in full force and effect and the holder of the Mortgage and any purchaser at foreclosure sale thereof shall not disturb Tenant's possession hereunder. For confirmation of such subordination, nondisturbance and attornment, Tenant shall execute a subordination, nondisturbance, and attornment agreement requested by Landlord. Tenant hereby irrevocably constitutes and appoints Landlord as Tenant's agent and attorney-in-fact coupled with an interest to execute any such subordination, nondisturbance, and attornment agreement should Tenant fail to do so within ten (10) days of request from Landlord.

28. **ASSIGNMENT AND SUBLETTING:** Tenant shall not voluntarily assign nor encumber its interest in this Lease or in the Leased Premises, or sublease all or any part of the Leased Premises, or allow any other person or entity (except Tenant's authorized representatives) to occupy or use any part or all of the Leased Premises, nor shall any assignment or transfer of this Lease be effectuated by operation of law or otherwise (any of the foregoing being hereinafter referred to as an "Assignment") without in each such case obtaining the prior written consent of Landlord, and mutually agreed upon by Landlord and Tenant.

29. **RIGHT OF LANDLORD TO PERFORM:** All covenants and agreements to be performed by Tenant under any of the terms of this Lease shall be performed by Tenant at Tenant's sole cost and expense and without any abatement of Rent. If the Tenant shall fail to pay any sum of money other than Rent required to be paid by it hereunder, or shall fail

to perform any other act on its part to be performed hereunder, and such failure shall continue for twenty (20) days after notice thereof by Landlord, the Landlord may, but shall not be obligated so to do and without waiving or releasing the Tenant from any obligations of the Tenant, make any such payment or perform any such other act on Tenant's part to be made or performed as in the agreement provided. All sums so paid by Landlord and all necessary incidental costs, together with interest thereon at the rate of 18% per annum, or the maximum interest allowed by state law, from the date of such payment by the Landlord, shall be payable to the Landlord on demand and Tenant covenants to pay any such sums and Landlord shall have (in addition to any other right or remedy of Landlord) the same rights and remedies in the event of the nonpayment thereof by the Tenant as in the payment of Rent.

30. **LANDLORD'S RIGHT TO ENTER LEASED PREMISES:** Landlord, or its authorized agents, may at any reasonable time while accompanied by the Tenant, enter the Leased Premises to inspect, make repairs, improvements, and/or changes in the Leased Premises or other premises in the Building or adjacent premises as Landlord may deem proper; and there shall be no diminution of rent, or liability on the part of the Lessee by reason of inconvenience, annoyance, or injury to business. Landlord shall use reasonable efforts to minimize disruption to Tenant upon entering the Leased Premises.

31. **LANDLORD'S LIEN:** Tenant, as Debtor, grants to Landlord, as Secured Party, a security interest in Tenant's personal property now or subsequently located on the Leased Premises. This Lease is a security agreement under the Uniform Commercial Code. Landlord may file a copy of this Lease as a Financing Statement or execute and Tenant hereby authorizes landlord to file a UCC-1 Financing Statement on behalf of Tenant.

32. **NOTICE:** Any notice, communication, request, reply or advice (collectively "Notice") provided for in this Lease must be in writing, and shall, unless otherwise expressly provided in this Lease, be given or be served by depositing the same in the United States mail, postpaid and addressed to the party to be notified, or by delivering the same in person to an officer of such party, or by consigning the same to a recognized overnight delivery service operating on a nationwide basis, addressed to the party to be notified. Notice deposited in the mail in the manner hereinabove described shall be effective, unless otherwise stated in this Lease, three (3) days after it is so deposited. Notice given in any other manner shall be effective upon delivery. A party hereto may change its address by providing fifteen (15) days written Notice to the other party delivered in compliance with this paragraph. No such Notice shall be effective until actually received by the other party and provided further that during the Lease Term any Notice to Tenant shall be deemed duly given if delivered to Tenant at the Leased Premises.

For Notice to Landlord:

Daryl J. Corbin  
227 West Evans Street  
Florence, South Carolina 29501



For Notice to Tenant:

Taylor, Bean and Whitaker Mortgage Corporation  
101 N.E. 2<sup>nd</sup> Street  
Ocala, Florida 34470

33. **QUIET ENJOYMENT:** Landlord covenants that, provided Tenant complies with the terms and provisions hereof, Tenant shall peaceably and quietly possess and enjoy the Leased Premises as against all persons claiming any right, title, or interest in and to said Leased Premises so long as Tenant shall faithfully perform the covenants, obligations, agreements, and conditions of this Lease.

34. **ENTIRETY AND AMENDMENTS:** This Lease constitutes the entire contract between the parties hereto, relative to the subject matter hereof. No variations, modifications, changes, nor amendments hereof shall be binding upon any party hereto unless in writing, executed by a duly authorized officer or agent of the particular party.

35. **SEVERABILITY:** If any term or provision of this Lease shall be invalid or unenforceable to any extent, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

36. **SUCCESSORS AND ASSIGNS:** All covenants and obligations contained within this Lease shall bind and inure to the benefit of Landlord, its successors and assigns, and shall be binding upon Tenant, its permitted successors and assign.

37. **GOVERNING LAW:** This Lease and the rights and obligations of the parties hereto shall be interpreted, construed, and enforced in accordance with the laws of the State of South Carolina.

38. **TIME OF ESSENCE:** Time is of the essence of this Lease and each and every provision of this Lease.

39. **BEST EFFORTS:** Whenever in this Lease, there is imposed upon Landlord the obligation to use Landlord's best efforts or reasonable efforts or diligence, Landlord will be required to exert such efforts or diligence only to the extent the same are economically feasible and will not impose upon Landlord extraordinary financial or other burdens.

40. **NO RESERVATION:** Submission by Landlord of this instrument to Tenant for examination or signature does not constitute a reservation of or option for lease. This Lease will be as effective as a lease or otherwise only upon execution and delivery by both Landlord and Tenant.

41. **CONSENT:** Whenever Landlord's consent is required under this Lease, such consent shall not be unreasonably withheld, Landlord will act upon request in timely manner.

42. LEGAL AUTHORITY: Each individual executing or attesting this Lease on behalf of Tenant covenants, warrants, and represents that he/she is duly authorized to execute or attest and deliver this Lease on behalf of Tenant.

43. WAIVER OF JURY TRIAL: Landlord and Tenant hereby knowingly, voluntarily and intentionally waive the right to a trial by jury in respect to any litigation based hereon, arising out of, under, or in connection with this Lease or any documents contemplated to be executed in connection herewith or any course of conduct, course of dealings, oral or written statements, or actions of either party arising, out of or related in any manner with the premises, including without limitation, any action to rescind or cancel this Lease or any claims or defenses asserting that this Lease was fraudulently induced or is otherwise void or voidable.

44. TENANT'S LEASEHOLD IMPROVEMENTS: Landlord shall finish the Leased Premises as set forth in Exhibit A. Landlord is under no obligation to make any structural or other alterations, decoration, additions or improvements in or to the Leased Premises except as expressly set forth in Exhibit A.

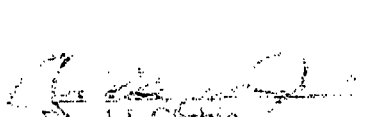
IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease the day and year first above written.

IN THE PRESENCE OF:

LANDLORD:

Witness:

\_\_\_\_\_

 2/14/89  
Daryl J. Corbin

Print Name: \_\_\_\_\_

TENANT:

Taylor, Bean and Whitaker Mortgage Corp.

Witness:

\_\_\_\_\_

By \_\_\_\_\_

Print Name: \_\_\_\_\_

He \_\_\_\_\_

237 WEST EVANS STREET  
FLORENCE, SOUTH CAROLINA

ADDENDUM A

After the initial period of three (3) years under the lease agreement, if (1) the city ever takes away a substantial number of existing parking spaces and does not replace them with other spaces or a parking deck in the immediate area, and (2) Tenant does not have reasonable access to at least sixty (60) free parking spaces [twenty five (25) spaces adjacent to the building and thirty five (35) spaces in the municipal parking lots and other immediate areas or those which Landlord would provide free of charge in the immediate vicinity], Landlord will allow Tenant to terminate the lease with six (6) months written notice. However, Tenant's lease termination option only becomes effective after thirty six (36) months under the initial lease agreement or May 1, 2010. In other words, if Tenant does not have reasonable access to at least sixty (60) free parking spaces during the term of this lease agreement, Tenant could give Landlord written notice no sooner than November 1, 2009, of its intent to vacate the premises no sooner than May 1, 2010, the thirty six (36) month anniversary date. The six (6) months notice period shall commence on the first day of the next month after Tenant gives Landlord written notice of its intent to vacate under Addendum A.

B

FILED

231 WEST EVANS STREET,  
FLORENCE, SOUTH CAROLINA

2008 AUG 10 AM 9:40  
CONNIE REEL-SHEARIN  
CCCP & GS  
FLORENCE COUNTY, SC

LEASE

This Lease is made this 1<sup>st</sup> day of July, 2008, by and between Daryl J. Corbin ("Landlord") and Taylor, Bean, and Whitaker Mortgage Corporation ("Tenant").

*315 NE 14th Street* DATA SHEET

Tenant's Address: ~~101 N.R. 2<sup>nd</sup> Street~~, Ocala, Florida 34470

Tenant's Phone: 904/687-3222 (Tag Gallaher)  
352/671-0004 (Margaret Potter)

Landlord's Address: 227 West Evans Street, Florence, South Carolina 29501

Term: Ten (10) months, commencing July 1, 2008, and ending May 1, 2009. Further, Tenant may exercise two (2) separate options to lease the property for an additional three (3) years or thirty-six (36) months, commencing May 1, 2009, and ending April 30, 2012, and an additional five (5) years or sixty (60) months, commencing May 1, 2012, and ending April 30, 2017. See Addendum A attached hereto involving parking availability.

Leased Premises: 231 West Evans Street, Florence, South Carolina, consisting of approximately 3,952 square feet.

Commencement Date: July 1, 2007  
Termination Date: April 30, 2017 (with the exercise of *both* options)

Base Rent: \$4,364 per month (consisting of \$13.25 per square foot per annum)

Rent Adjustment Date: May 1, 2012 = \$4,693 per month (consisting of \$14.25 per square foot per annum)

Permitted Use: GENERAL OFFICE SPACE

CERTIFIED: A TRUE COPY

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

**THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

1. **LEASED PREMISES:** Landlord leases to Tenant and Tenant leases from Landlord the Premises located at 231 West Evans Street, Florence, South Carolina, upon the terms, covenants, and conditions set forth herein.
2. **TERM:** The Lease Term shall be for the Term commencing on the Commencement Date and terminating on the Termination Date, all as described on the Data Sheet herein unless earlier terminated as hereinafter provided. See Addendum A attached hereto involving parking availability.
3. **RENT:** During the Term, Tenant agrees to pay Landlord Rent, including, but not limited to, annual Base Rent under this Lease payable as follows:
  - (a) Tenant shall pay Rent to Landlord monthly, in advance, and without demand on the first day of each and every calendar month during the Term and any extensions or renewals hereof at Landlord's address set forth herein, or at such other place as Landlord may from time to time designate in writing. If the Commencement Date occurs on a day other than the first (1st) day of a month, then the first installment of Rent shall be prorated, based on thirty (30) days per month, and such installment so prorated shall be paid in advance.
  - (b) If Tenant fails to pay any installment of rent by the fifth (5th) day of the month in which it is due, there shall be paid with such unpaid amount a late charge of five percent (5%) of the installment or amount due and owing under the terms of the Lease.
  - (c) Tenant's obligation to pay Rent is an independent covenant and is and shall not be subject to any abatement, deduction, counterclaim, reduction, setoff, or defense of any kind whatsoever.
  - (d) The Leased Premises is estimated to be 3,952 square feet. Landlord has given Tenant sufficient access to the premises to determine the suitability of the property for its intended use. Tenant agrees the annual rent for the Leased Premises is a gross figure independent of the actual size of the building. The parties agree the building consists of approximately 3,952 square feet, plus or minus.
4. **ACCEPTANCE OF LEASED PREMISES AND BUILDING BY TENANT:** The taking of possession of the Leased Premises by Tenant shall be conclusive evidence

of Tenant's acceptance of (a) the Leased Premises as complying with this Lease and suitable for the purposes for which the same are leased; and (b) the Building and each and every part and appurtenance thereof as being in a good and satisfactory condition and complying with this Lease.

5. **USE AND OCCUPANCY OF LEASED PREMISES:** Tenant shall use and occupy the Leased Premises for general office space and for no other purpose whatsoever. Tenant shall not occupy or use, or permit any portion of the Leased Premises to be occupied or used, for any business or purpose that is unlawful, disreputable, or extra-hazardous on account of fire or otherwise, or permit anything to be done that could in any way increase the rate or result in the denial or reduction of fire, liability, or any other insurance coverage on the Building and/or its contents. If, by reason of Tenant's acts or conduct of business, there shall be an increase in the rate of insurance on the Building or their contents, then without waiving the provisions of this Section, Tenant shall pay such increase to Landlord immediately upon demand as additional Rent. Tenant shall not make or permit any noise or odor that is objectionable to the public or Landlord to emanate from the Leased Premises and shall not create nor maintain a nuisance thereon.

6. **LAWS AND REGULATIONS:** Tenant shall comply with all laws, ordinances, rules, and regulations of any state, federal, municipal, or other government or governmental agency ("Governmental Authority") having jurisdiction over the Leased Premises that relate to the use, condition, or occupancy of the Leased Premises and the conduct of Tenant's business thereon.

7. **UTILITIES:** Tenant shall conserve heat, air conditioning, water, and electricity and shall use due care in the use of the Leased Premises and, without qualifying the foregoing, shall not neglect nor misuse water fixtures, electric lights, and heating and air conditioning apparatus. Landlord understands Tenant may operate its business beyond a normal office work schedule, including evenings and weekends. Tenant agrees to abide by all governmental guidelines, rules, or regulations applying to conservation of energy by complying with any and all thermostatic setting guidelines. Tenant in so doing agrees to hold Landlord harmless from any loss, cost, damage, or penalty from Tenant's noncompliance therewith.

8. **MAINTENANCE AND REPAIRS:** Landlord shall make all necessary repairs to the outer walls, roof, downspouts, gutters, and basic structural elements of the Building. Tenant will, at its sole cost and expense, keep and maintain the leasehold improvements in the condition that existed on the date the Leased Premises was first occupied by Tenant and in properly functioning, safe, orderly, and sanitary condition, will make all necessary replacements thereto, will suffer no waste nor injury thereto, and will at the expiration or other termination of the Term of this Lease, surrender the same with all improvements in

the same order and condition in which they were on the Commencement Date, or in such better condition as they may hereafter be put, ordinary wear and tear and casualty damage to the extent covered by insurance excepted. Tenant shall repair or replace, at Tenant's cost and expense, any damage done to the Leased Premises, the Building, or any part thereof, caused by Tenant or Tenant's agents, employees, invitees, or visitors, and restore the same to the condition it was in prior to such damage. All repairs and replacements shall be effected in compliance with all building and fire codes and other applicable laws and regulations. If Tenant fails to make such repairs or replacements promptly, Landlord may, at its option, make the repairs or replacements, and Tenant shall pay the cost thereof including, but not limited to, a charge for Landlord's overhead to Landlord immediately on demand as part of the Rent due hereunder. Any repairs required to be made by Tenant shall be performed only by contractor(s) designated or approved by Landlord and only upon the prior written approval of Landlord as to the work to be performed and materials to be furnished in connection therewith. Further, in Landlord's sole discretion, Landlord may perform the work to be done by Tenant under this paragraph with contractors of Landlord's choosing and Tenant shall reimburse Landlord for the cost thereof or at Landlord's direction pay such contractors directly and immediately upon demand. Failure of Landlord to strictly enforce or perform the terms hereof shall not constitute a waiver of any of the provisions hereof.

**9. ALTERATIONS AND IMPROVEMENTS BY TENANT:** Tenant shall not make any alterations, additions, or improvements to the Leased Premises ("Alterations") without the prior written consent of Landlord which may be withheld in Landlord's sole discretion. All Alterations consented to by Landlord and performed at the direction of Tenant shall be subject to requirements contained in this Lease and any other reasonable conditions imposed by Landlord, including, but not limited to, Landlord approval of all contractors and subcontractors and the personal guarantee of Tenant's obligation to pay for such Alterations. Prior to the beginning of any construction on the Leased Premises, Tenant expressly agrees (a) to submit all plans, blueprints, or other specifications, including, but not limited to, interior decorating schemes, for the construction of improvements on the Leased Premises to Landlord for approval, Landlord expressly reserving the right to review, modify, or reject any proposed improvement or plan for construction; and (b) to obtain and deliver to Landlord such security against mechanic's liens as Landlord shall reasonably request. Regardless of whether Landlord's consent is required or obtained hereunder: (i) all Alterations shall be made in accordance with applicable laws, codes, and insurance guidelines, and shall be performed in a good and workmanlike manner, (ii) if the construction or installation of Tenant's alterations or fixtures causes any labor disturbance, Tenant shall immediately take any action necessary to end such labor disturbance, and (iii) Tenant shall furnish to Landlord construction plans in such format as Landlord may reasonably require.

All Alterations made by Tenant, or at its direction, shall, at Landlord's option, become the property of Landlord at the expiration or termination of this Lease. Landlord reserves the express right to require Tenant to remove any Alterations made to the Leased Premises and to require Tenant to repair and return the Leased Premises to its original condition existing on the day prior to the execution of this Lease. If Tenant fails to return the Leased Premises to its original condition, Landlord may collect from Tenant an amount equal to the costs necessary to return the Leased Premises to its original condition, including, but not limited to, a charge for Landlord's overhead. In any event, Landlord may in its sole discretion remove any Alterations at the expiration or termination of this Lease and Tenant hereby agrees to pay Landlord for the cost thereof including, but not limited to, a charge for Landlord's overhead.

All trade fixtures, movable equipment, or furniture owned by Tenant and installed on or in the Leased Premises by Tenant shall be removed by Tenant upon termination of this Lease at Tenant's sole cost and expense. Any such trade fixture not removed at or prior to the termination of this Lease shall become the property of Landlord and may be disposed of as Landlord's determines, and Tenant agrees to pay immediately upon demand all costs and expenses of such disposition.

10. **MECHANIC'S LIENS:** Tenant shall not permit any mechanic's lien or other liens to be placed upon the Leased Premises or, the Leasehold Improvements thereon during the term hereof caused by or resulting from any work performed, materials furnished, or obligation incurred by or at the request of Tenant, and nothing contained in this Lease shall be deemed as constituting the consent or request of Landlord, express or implied, to any contractor, subcontractor, laborer, or material man for the performance of any labor or the furnishing of any materials for any specific improvement, alteration, or repair to the Leased Premises, or any part thereof, nor as giving Tenant any authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any mechanic's or other liens against the Leased Premises or the Building. If a lien is filed upon the Leased Premises of the building, Tenant shall cause the same to be discharged of record within thirty (30) days after filing of same. If Tenant shall fail to discharge such mechanic's lien within such period, then, in addition to any other right or remedy of Landlord, Landlord may discharge the same, either by paying the amount claimed to be due, or by procuring the discharge of such lien by deposit in court or bonding. Any amount paid by Landlord for any of the aforesaid purposes, or for the satisfaction of any other lien not caused by Landlord, with interest thereon at the maximum lawful rate provided from the date of payment, shall be paid by Tenant to Landlord immediately on demand as Rent.

11. **SERVICES TO BE FURNISHED BY LANDLORD:** Landlord shall furnish Tenant with adequate water, sewer, and electrical utilities subject to a \$1,000 maximum



amount each month. Landlord shall be solely responsible for any monthly expenses beyond \$1,000 for water, sewer, and electrical utilities provided to the premises. If the combined expenses of all water, electrical, and sewer services exceed \$1,000 in any particular month, Landlord shall pay such amount to the services providers; and Tenant shall reimburse Landlord within ten (10) days of providing Tenant with a copy of the billing information. Tenant shall adequately maintain the Premises in a reasonably clean, neat, safe, and sanitary manner. Landlord shall not be liable for, and there shall be no abatement of rent by reason of, failure to furnish, or for delay or suspension in furnishing, any services to be provided by Landlord, caused by breakdown, maintenance, repairs, strikes, scarcity of labor or materials, energy conservation as provided herein, or causes beyond Landlord's control. Tenant shall conserve heat, air conditioning, water, and electricity and shall use due care in the use of the Leased Premises. All thermostats within the Premises shall be under the sole control of Landlord, and Tenant shall not, nor shall it permit any of its employees, agents, representatives, guests, or invitees to open, change, or tamper with any thermostats.

Water, gas, electrical, and sewer services included in the Rent will be provided through available public utilities. Should any of Tenant's office equipment or machinery breakdown, be damaged, or for any cause cease to function properly or should Tenant suffer any loss or damages as a result of the cessation, malfunction, fluctuation, variation, interruption, or breakdown of services or equipment, Tenant shall have no claim against Landlord or for rebate of Rent or any damages including, but not limited to, incidental or consequential damages.

Tenant will not, without the written consent of Landlord, use any apparatus or device in the Leased Premises which will in any way increase the amount of electricity or water usually furnished or supplied for use of the Leased Premises; nor connect with electrical current, except through existing electrical outlets in the Leased Premises, and apparatus or device, for the purpose of using electrical current or water. If Tenant shall require electrical current in excess of the amount usually furnished or supplied for use of the Leased Premises, Tenant shall first procure the written consent of Landlord to the use thereof and Landlord may cause a meter measuring electric current consumed for any such other use to be installed. The cost of any such meters and of installation, maintenance, and repair thereof shall be paid for by Tenant as directed by Landlord and Tenant agrees at Landlord's option to either pay the appropriate utility directly for said excess usage or to pay to Landlord promptly the rates charged for such services by the local public authority, or the local public utility as the case may be, furnishing the same, plus any additional expense incurred in keeping account of the water and electric current so consumed.

12. **TIME OF POSSESSION AND OCCUPANCY OF LEASED PREMISES:** If the Leased Premises shall not be ready for occupancy at said time because construction has not yet been completed or by reason of any building modifications or Landlord initiated repairing or remodeling, Landlord shall use due diligence to complete such construction building operations, repairing, and remodeling. It is agreed that Landlord, using due diligence, shall not in any way be liable for failure to obtain possession of the Leased Premises for Tenant or to deliver the possession thereof to Tenant with such building construction, operation, repairing, or remodeling complete, except that unless the delay in Tenant's occupancy is caused by Tenant or the result of delay in completing the Leasehold Improvements attributable to Tenant the Base Rent hereunder shall be abated until the Leased Premises shall, on Landlord's part, be ready for occupancy by Tenant, this Lease remaining in all things in full force and effect and the Lease Term shall not thereby be extended.

13. **NOTICE OF SURRENDER:** Tenant shall, at least ninety (90) days before the last day of the term hereof, give to Lessor a written notice of intention to surrender the Leased Premises on that date, but nothing contained herein shall be construed as an extension of the term hereof or as consent of the Lessor to any holding over by Tenant.

14. **HOLDING OVER:** If after expiration or other termination of this Lease, Tenant holds over with or without the prior written consent of Landlord, such tenancy shall be from month to month and Tenant shall, throughout the entire holdover period, pay rent equal to the greater of two (2) times the Base Rent, with such adjustments to Base Rent as would have otherwise have been effect if the Lease Term had continued during the holding over period, plus all other amounts that would otherwise have been payable hereunder had the Term continued through the period of such holding over by Tenant; provided, however, that Landlord's acceptance of any such payment shall not constitute nor imply any consent by Landlord to any such holding over by Tenant or any extension of the Lease Term or prevent Landlord from exercising any remedy provided herein. In the event of any unauthorized holding over, Tenant shall indemnify, defend, and hold Landlord harmless from and against all claims for damages (and reimburse Landlord upon demand for any sums paid in settlement of any such claims) by any other tenant or prospective tenant to whom Landlord may have leased all or any part of the Leased Premises effective before or after the expiration of the Lease Term and by any broker claiming any commission or fee in respect to any such lease or offer of lease.

15. **EVENTS OF DEFAULT:**

(a) The following events shall be Events of Default by Tenant under this Lease:

- (i) Tenant fails or refuses to pay any installment of Rent or other sum of money payable hereunder or under this Lease or any other Lease between Landlord and Tenant when due, provided that Landlord shall give Tenant notice of such failure or refusal and ten (10) days to remedy the same not more than twice in any twelve (12) consecutive monthly period prior to such failure or refusal constituting an Event of Default hereunder;
  - (ii) Tenant fails or refuses to comply with any term, provision, or covenant of this Lease, other than the payment of Rent, or any term, provision, or covenant of any other Lease between Landlord and Tenant, and shall not cure such failure or refusal within thirty (30) days after written notice thereof from Landlord to Tenant; or
  - (iii) Tenant shall file or have filed against it or any guarantor of this Lease any bankruptcy or other creditor's action or make an assignment for the benefit of its creditors.
- (b) If an Event of Default occurs, Landlord shall have the right to pursue any one or more of the following remedies in addition to all other rights or remedies provided herein or at law or in equity:
- (i) Landlord may terminate this Lease or, without terminating this Lease, terminate Tenant's right of possession and, in either case, forthwith repossess the Leased Premises ("Repossession") by forcible entry and detainer suit or otherwise without liability for trespass or conversion. From time to time after Repossession of the Leased Premises, whether or not this Lease has been terminated, Landlord may, but shall not be obligated to, attempt to relet the Leased Premises for the account of Tenant in the name of Landlord or otherwise, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term) and for such terms (which may include concessions or free rent) and for such uses as Landlord, in its uncontrolled discretion, may determine, and may collect and receive the rent therefor. For the purpose of reletting, Landlord is authorized to decorate or to make any repairs, changes, alterations, or additions in or to the Leased Premises that may be necessary or convenient. Tenant shall be responsible for all costs and expenses related to or arising from any alterations or decorating and all costs of reletting

the Premises including Landlord's overhead. Any rent received shall be applied against Tenant's obligations hereunder, but Landlord shall not be responsible or liable for any failure to collect any rent due upon any such reletting.

Tenant agrees that Landlord may file suit to recover any sums falling due under the terms of this subparagraph from time to time; and that no delivery or recovery of any portion due Landlord hereunder shall be a defense in any action to recover any amount not theretofore reduced to judgment in favor of Landlord, nor shall such reletting be construed as an election on the part of Landlord to terminate this Lease unless a written notice of such intention be given to Tenant by Landlord. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous default. Landlord shall have the right to relet the Leased Premises to a third party without waiving any right to claim against Tenant and without incurring any obligation to pay over to Tenant any amounts collected pursuant to re-rental.

- (ii) To use any advance rent applicable to any time period after the occurrence of the Event of Default and any sums which would then or thereafter otherwise be due from Landlord to Tenant to offset any rents, damages, or other sums of money owed by Tenant.

Repossession. In the event of any such termination or Repossession, whether or not the Leased Premises shall have been relet, Tenant shall pay to Landlord the Base Rent and other sums and charges to be paid by Tenant up to the time of such termination or Repossession, and thereafter Tenant, until the end of what would have been the Term in the absence of such termination or Repossession, shall pay to Landlord, as and for liquidated and agreed current damages for Tenant's default, the equivalent of the amount of the Base Rent and such other sums and charges which would be payable under this Lease by Tenant if this Lease were still in effect, less the net proceeds, if any, of any reletting effected pursuant hereto after deducting all of Landlord's expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage and management commissions, operating expenses, legal expenses, attorneys' fees, alteration costs, and expenses of preparation for such reletting. Tenant shall pay such current damages to Landlord monthly on the days on which the Base Rent would have been payable under this Lease if this Lease were

Nc

still in effect, and Landlord shall be entitled to recover the same from Tenant on each such day

At any time after such termination or Repossession, whether or not Landlord shall have collected any current damages as aforesaid, Landlord shall be entitled to recover from Tenant, and Tenant shall pay to Landlord on demand, as and for liquidated and agreed final damages for Tenant's default the following:

An amount equal to the then present value of the excess of the Base Rent and other sums or charges reserved under this Lease from the day of such termination or Repossession for what would be the then unexpired term if the same had remained in effect, over the amount of rent Tenant demonstrates that Landlord could in all likelihood actually collect for the Leased Premises for the same period, said present value to be arrived at on the basis of a discount of four percent (4%) per annum.

In addition to all other remedies of Landlord, Landlord shall be entitled to reimbursement upon demand of all reasonable attorneys fees incurred by Landlord in connection with any Event of Default

16. **NO IMPLIED WAIVER:** No waiver by either party of any breach of any agreement herein contained shall operate as a waiver of such agreement itself, or of any subsequent breach thereof. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly installments of rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent nor shall any endorsement or statement on any check or letter accompanying a check for payment of rent be deemed an accord and satisfaction, nor shall acceptance of rent with knowledge of breach constitute a waiver of the breach, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent, to terminate this Lease, to Repossess the Leased Premises or to pursue any other remedy provided in this Lease. No re-entry by Landlord, and no acceptance by Landlord of keys from Tenant, shall be considered an acceptance of a surrender of the Lease.

17. **INSURANCE:** Tenant agrees to maintain at its sole expense, at all times during the term of this Lease:

- (a) Fire and extended coverage insurance on all of its Leasehold Improvements, personal property, trade fixtures, equipment, and inventory located in or on the Leased Premises and on all Alterations made by Tenant. Such insurance policy or policies shall be maintained with companies licensed to transact business in the state of South Carolina, in amounts equal to 100% of the insurable replacement value thereof, Landlord shall be named as a loss payee on all such policies.

- (b) Commercial liability insurance providing coverage on an "occurrence" rather than a "claims made" basis, which policy shall include coverage for Bodily Injury, Property Damage, Personal Injury, Contractual Liability (pertaining to this Lease), and Independent Contractors, in current insurance Services Office form or other form which provides coverage at least as broad for the benefit of Landlord and Tenant. Such coverage shall be in the minimum amount of not less than Five Million Dollars (\$5,000,000) Combined Single Limit, such limit to be for any greater amount as may be reasonably indicated by circumstances from time to time existing. Tenant shall furnish Landlord with a certificate of such policy at least fifteen (15) days prior to taking possession and, whenever required, shall satisfy Landlord that such policy is in full force and effect. Such policy shall name Landlord as an additional insured and shall be primary and noncontributing with any insurance carried by Landlord. The policy shall further provide that it shall not be canceled nor altered without thirty (30) days prior written notice to Landlord.

18. **RELEASE FROM LIABILITY; INDEMNITY:** Landlord shall not be liable to Tenant, or to its agents, servants, employees, customers, or invitees, for any claims, causes of action, losses, expenses, court costs, or attorneys' fees arising from any damage to person or property caused by or occurring in, on, or about the Leased Premises and appurtenances thereof. Tenant agrees to indemnify and hold Landlord harmless from and against all claims, causes of action, losses, expenses, court costs, or attorney's fees arising from injury, death, or property loss or damage occurring in the Leased Premises, or from any negligent act or omission of Tenant or its officers, employees, agents, licensees, or invitees or otherwise arising by, through, or under the Lease, except to the extent caused by the grossly negligent act or intentional misconduct of Landlord. The provisions of this Section shall survive any termination or expiration of this Lease.

19. **WAIVER OF SUBROGATION:** Anything in this Lease to the contrary notwithstanding, Landlord and Tenant each hereby waives all rights of recovery, claim, action, or cause of action, against the other, their agents, officers, or employees, for any loss or damage that may occur to the Leased Premises, any Leasehold Improvements, or the Building of which the Leased Premises are a part, by reason of fire, the elements, or any other cause which is insured against under the terms of standard fire and extended coverage insurance policies referred to in this Section or is otherwise insured against under an insurance policy maintained by the party suffering such loss or damage, regardless of cause or origin, including any negligence of the other party hereto and/or its agents, officers, or employees, and each party covenants that no insurer shall hold any right of subrogation against such other party. Each party hereto agrees to give immediately to any insurer that has issued to it policies of fire and extended coverage insurance written notice of the mutual waiver contained in this provision and to have such policies endorsed, if necessary, to prevent the invalidation of insurance coverage by reason of such mutual waiver.

20. **LOSS OF OR DAMAGE TO PERSONAL PROPERTY:** All personal property belonging to Tenant or to any other person located in or about the Leased Premises or the Building shall be there at the sole risk of Tenant or such other person, and neither Landlord nor Landlord's agent or employees shall be liable for the loss or misappropriation thereof, nor for any damage or injury thereof, nor for death or injury of Person, or any other results of damage, in part, if caused by water, steam, heat, cold, dampness, falling plaster, explosions, sewers or sewage, gas, odors, noise, the bursting or leaking of pipes, plumbing, electrical wiring, the explosion and leakage of all kinds, or by any act or negligent act of any other person.

21. **REPAIRS AND REPAIRS:** If the Leased Premises or the Building shall be damaged by fire or other cause, Landlord shall at its option either (a) undertake to restore such damage with all due diligence, or (b) in the event the Leased Premises or the Building are damaged by fire or other cause to such extent that damage caused, in Landlord's sole judgment, is so extensive as to require within 90 days after the date of such damage (taking into account the time necessary to effectuate a satisfactory settlement with any insurance company and using normal construction methods without overtime or other premium), terminate this Lease, by notice given to Tenant within 60 days after the date of the damage. Any termination hereunder by reason of damage to the Premises shall be effective as of the date of the damage. Any termination by reason of damage to the Building but not the Leased Premises shall be effective as of the date notice is given. Such work shall not exceed the scope of the work done by Landlord in originally constructing the Complex and installing building standard items in the Leased Premises, nor shall Landlord in any event be required to spend for such work an amount in excess of the insurance proceeds actually received by Landlord as a result of the fire or other casualty. Tenant agrees that promptly after completion of such work by Landlord, Tenant will proceed with reasonable diligence and at Tenant's sole cost and expense to restore, repair, and replace the Leasehold Improvements and all Alterations, fixtures, and equipment installed by Tenant. Landlord shall not be liable for any inconvenience or annoyance to Tenant or injury to the business of Tenant resulting in any way from such damage or the repair thereof, except that, subject to the provisions of the next sentence, Landlord shall allow Tenant a pro rata diminution of Base Rent during the time the Leased Premises are unfit for occupancy equal to the proportion that the Leased Premises unfit for occupancy bears to the entire Leased Premises. If the Leased Premises or any other portion thereof be damaged by fire or other casualty resulting from the fault or negligence of Tenant or any of Tenant's agents, employees, or invitees, the Rent hereunder shall not be diminished during the repair of such damage, and Tenant shall be liable to Landlord for the cost and expense of the repair and restoration of the Premises caused thereby to the extent such cost and expense is not covered by insurance proceeds. Tenant shall use proceeds from insurance carried by Tenant to repair and restore Tenant's property.

22. **CONDEMNATION:** If the Leased Premises shall be taken or condemned for public purpose to such extent as to render the Leased Premises untenable, this Lease shall, at the option of either party, cease and terminate as of the date of such taking or condemnation. Either party may exercise such option to terminate by written notice to the other party within fifteen (15) days after

such taking or condemnation. All proceeds from any taking or condemnation of the Leased Premises shall be paid to and for the use of the Tenant. Upon notification pursuant to this Section, Tenant shall immediately vacate the Leased Premises.

23. **REPAIRS AND MAINTENANCE:** Landlord shall be responsible for the repair and maintenance of the Leased Premises. Whenever a period of time is herein provided for the making of any action by Landlord, Landlord shall not be liable to Tenant for any delay or for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, draft order, requisition, or order of governmental body or authority, or neglect of Tenant or any of Tenant's employees or agents or any other cause whatsoever beyond the control of Landlord, or for any outage or inconvenience which may arise through repair or alteration of, or failure to repair, any part of the Leased Premises necessitated by such causes. Tenant, to the fullest extent permitted under applicable law, hereby waives any claim or cause of action which may now exist or hereafter arise under any applicable deceptive trade practices law or consumer protection law or any successor statute.

24. **NOTICE AND CURE:** In the event of any act or omission by Landlord that would give Tenant the right to damages from Landlord or the right to termination of this Lease by reason of a constructive or actual eviction from all or part of the Leased Premises or otherwise, Tenant shall not sue for such damages or exercise any such right to terminate until it shall have given written notice of such act or omission to Landlord and to the holder(s) of the indebtedness or other obligations secured by any mortgage or deed of trust affecting the Leased Premises, and a reasonable period of time for remedying such act or omission shall have elapsed following the giving of such notice, during which time Landlord and such holder(s), or either of them, their agents or employees, shall be entitled to enter upon the Leased Premises and do therein whatever may be necessary to remedy such act or omission. During the period after the giving of such notice and during the remedying of such act or omission, the Base Rent payable by Tenant for such period as provided in this Lease shall be abated and apportioned only to the extent that any part of the Leased Premises shall be untenable.

25. **PERSONAL LIABILITY:** The liability of Landlord, any agent of Landlord, or any of their respective officers, directors, shareholders, or employees to Tenant for or in respect of any default by Landlord under the terms of this Lease or in respect of any other claim or cause of action shall be limited to the interest of Landlord in the Premises, and Tenant agrees to look solely to Landlord's interest in the premises for the recovery and satisfaction of any judgment against Landlord, any agent of Landlord, or any of their respective officers, directors, shareholders, and employees.

26. **TRANSFERS BY LANDLORD:** In the event of a sale, conveyance, or transfer of interest by Landlord of the Leased Premises, or a portion of the Leased Premises, the same shall operate to release Landlord from any future liability upon any of the covenants



no conditions, expressed or implied, herein contained in favor of Tenant and in such event Tenant agrees to indemnify and hold Landlord harmless from and against all claims, damages, losses, costs and expenses, including reasonable attorneys' fees, which may be incurred by Landlord in connection with this Lease and shall not be affected by any such claim, and Tenant agrees to allow for the payment of attorney's fees.

27. **ASSIGNMENT AND SUBROGATION:** Tenant agrees to assign and subdivide to all ground or underlying lease, mortgages, and encumbrances which may now or hereafter affect the Premises, and to all renewals and extensions thereof. Tenant agrees that in the event that any proceedings are brought for the foreclosure of any mortgage, Tenant shall immediately and automatically agree to the purchase at such foreclosure sale of the land and under this Lease, and Tenant waives the preference in any state or state or law, now or hereafter in effect, which may give or purport to give Tenant any right as landlord or otherwise adversely affected by the lease of the subject premises hereunder in the event that any such foreclosure proceedings is prosecuted or completed. Further, as long as Tenant is not in default under this Lease, this Lease shall remain in full force and effect and the holder of the Mortgage and any purchaser at foreclosure sale thereof shall not disturb Tenant's possession hereunder. For confirmation of such subordination, nondisturbance and attornment, Tenant shall execute a subordination, nondisturbance, and attornment agreement requested by Landlord. Tenant hereby irrevocably constitutes and appoints Landlord as Tenant's agent and attorney-in-fact equipped with an interest to execute any such subordination, nondisturbance, and attornment agreement should Tenant fail to do so within ten (10) days of request from Landlord.

28. **ASSIGNMENT AND SUBLEASE:** Tenant shall not voluntarily assign nor encumber its interest in this Lease or in the Leased Premises, or sublease all or any part of the Leased Premises, or allow any other person or entity (except Tenant's authorized representatives) to occupy or use any part or all of the Leased Premises, nor shall any assignment or transfer of this Lease be effectuated by operation of law or otherwise (any of the foregoing being hereinafter referred to as an "Assignment") without in each such case obtaining the prior written consent of Landlord, and mutually agreed upon by Landlord and Tenant.

29. **RIGHT OF LANDLORD TO PERFORM:** All covenants and agreements to be performed by Tenant under any of the terms of this Lease shall be performed by Tenant at Tenant's sole cost and expense and without any abatement of Rent. If the Tenant shall fail to pay any sum of money other than Rent required to be paid by it hereunder, or shall fail to perform any other act on its part to be performed hereunder, and such failure shall continue for twenty (20) days after notice thereof by Landlord, the Landlord may, but shall not be obligated so to do and without waiving or releasing the Tenant from any obligations of the Tenant, make any such payment or perform any such other act on Tenant's part to be made or performed as in the agreement provided. All sums so paid by

Landlord and all necessary incidental costs, together with interest thereon at the rate of 18% per annum, or the maximum interest allowed by state law, from the date of each payment by the Landlord, shall be payable to the Landlord on demand and Tenant covenants to pay any such sums and Landlord shall have (in addition to any other right or remedy of Landlord) the same rights and remedies in the event of the nonpayment thereof by the Tenant as in the payment of Rent.

30. **LANDLORD'S RIGHT TO ENTER LEASED PREMISES:** Landlord, or its authorized agents, may at any reasonable time while accompanied by the Tenant, enter the Leased Premises to inspect, make repairs, improvements, and/or changes in the Leased Premises or other premises in the Building or adjacent premises as Landlord may deem proper; and there shall be no diminution of rent, or liability on the part of the Lessee by reason of inconvenience, annoyance, or injury to business. Landlord shall use reasonable efforts to minimize disruption to Tenant upon entering the Leased Premises.

31. **LANDLORD'S LIEN:** Tenant, as Debtor, grants to Landlord, as Secured Party, a security interest in Tenant's personal property now or subsequently located on the Leased Premises. This Lease is a security agreement under the Uniform Commercial Code. Landlord may file a copy of this Lease as a Financing Statement or execute and Tenant hereby authorizes landlord to file a UCC-1 Financing Statement on behalf of Tenant.

32. **NOTICE:** Any notice, communication, request, reply or advice (collectively "Notice") provided for in this Lease must be in writing, and shall, unless otherwise expressly provided in this Lease, be given or be served by depositing the same in the United States mail, postpaid and addressed to the party to be notified, or by delivering the same in person to an officer of such party, or by consigning the same to a recognized overnight delivery service operating on a nationwide basis, addressed to the party to be notified. Notice deposited in the mail in the manner hereinabove described shall be effective, unless otherwise stated in this Lease, three (3) days after it is so deposited. Notice given in any other manner shall be effective upon delivery. A party hereto may change its address by providing fifteen (15) days written Notice to the other party delivered in compliance with this paragraph. No such Notice shall be effective until actually received by the other party and provided further that during the Lease Term any Notice to Tenant shall be deemed duly given if delivered to Tenant at the Leased Premises.

For Notice to Landlord:

Daryl J. Corbin  
227 West Evans Street  
Florence, South Carolina 29501

For Notice to Tenant:

Taylor, Bean and Whitaker Mortgage Corporation  
~~101 N.E. 2<sup>nd</sup> Street~~ 315 N.E. 14<sup>th</sup> Street

COVENANTS, CONDITIONS, AND WARRANTIES

32. **COVENANT TO DEFEND:** Landlord covenants that, provided Tenant complies with the terms and provisions hereof, Tenant shall peacefully and quietly possess and enjoy the Leased Premises as against all persons claiming any right, title, or interest in and to said Leased Premises so long as Tenant shall faithfully perform the covenants, obligations, agreements, and conditions of this Lease.

34. **ENTIRETY OF AGREEMENT:** This Lease constitutes the entire contract between the parties hereto, relative to the subject matter hereof. No variations, modifications, changes, nor amendments hereof shall be binding upon any party hereto unless in writing, executed by a duly authorized officer or agent of the particular party.

35. **SEVERABILITY:** If any term or provision of this Lease shall be invalid or unenforceable to any extent, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

36. **SUCCESSORS AND ASSIGNS:** All covenants and obligations contained within this Lease shall bind and inure to the benefit of Landlord, its successors and assigns, and shall be binding upon Tenant, its permitted successors and assign.

37. **GOVERNING LAW:** This Lease and the rights and obligations of the parties hereto shall be interpreted, construed, and enforced in accordance with the laws of the State of South Carolina.

38. **TIME OF ESSENCE:** Time is of the essence of this Lease and each and every provision of this Lease.

39. **BEST EFFORTS:** Whenever in this Lease, there is imposed upon Landlord the obligation to use Landlord's best efforts or reasonable efforts or diligence, Landlord will be required to exert such efforts or diligence only to the extent the same are economically feasible and will not impose upon Landlord extraordinary financial or other burdens.

40. **NO RESERVATION:** Submission by Landlord of this instrument to Tenant for examination or signature does not constitute a reservation of or option for lease. This Lease will be as effective as a lease or otherwise only upon execution and delivery by both Landlord and Tenant.

41. **CONSENT:** Whenever Landlord's consent is required under this Lease, such consent shall not be unreasonably withheld, Landlord will act upon request in timely

manner.

42. **LEGAL AUTHORITY:** Each individual executing or attesting this Lease on behalf of Tenant covenants, warrants, and represents that he/she is duly authorized to execute or attest and deliver this Lease on behalf of Tenant.

43. **WAIVER OF JURY TRIAL:** Landlord and Tenant hereby knowingly, voluntarily and intentionally waive the right to a trial by jury in respect to any litigation based hereon, arising out of, under or in connection with this Lease or any documents contemplated to be executed in connection herewith, or any course of conduct, course of dealings, oral or written statements, or actions of either party arising out of or related in any manner with the premises, including without limitation, any action to rescind or cancel this Lease or any claims or defenses asserting that this Lease was fraudulently induced or is otherwise void or voidable.

44. **TENANT'S LEASEHOLD IMPROVEMENTS:** Landlord shall finish the Leased Premises as set forth in Exhibit A. Landlord is under no obligation to make any structural or other alterations, decoration, additions or improvements in or to the Leased Premises.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease the day and year first above written.

IN THE PRESENCE OF:

LANDLORD:

Witness:

Christina Stewart Daryl J. Corbin  
Daryl J. Corbin

Print Name: CHRISTINA STEWART

TENANT:

Taylor, Bean and Whitaker Mortgage Corp.

Witness:

Margaret G. Potter By: [Signature]

Print Name: MARGARET G. POTTER Its: Secretary

EXHIBIT IDENTIFICATION TAG

Corbin Exhibit No. 3

Debtor Taylor, Bean & Whitaker

Case No. 3:09-bk-07047-JAF

Pltf.(s) \_\_\_\_\_

Def.(s) \_\_\_\_\_

Adv. Pro. No. \_\_\_\_\_

Filed for Identification \_\_\_\_\_

Admitted in Evidence \_\_\_\_\_

Date 10-15-09

Nature of Proceeding Motion to Sell Non-Essential  
Property

United States Bankruptcy Court for the  
Middle District of Florida

By \_\_\_\_\_, Clerk

BCMD-01



2009 AUG 10 PM 3: 59

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

CONNIE ANN SHEARIN  
CCCP & GS  
FLORENCE COUNTY, SC

**A. NAME & PHONE OF CONTACT AT FILER (optional)**  
 Daryl Corbin 843-687-7079

**B. SEND ACKNOWLEDGMENT TO: (Name and Address)**

Daryl Corbin  
 227 West Evans Street  
 Florence S.C 29501

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

1a. ORGANIZATION'S NAME  
 Taylor, Bean, Whitaker Mortgage Corporation

OR

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

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
 315 NE 14th Street Ocala FL 34470 USA

1d. TAX ID #: SSN OR EIN ADDL INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any  NONE

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

2a. ORGANIZATION'S NAME

OR

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

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. TAX ID #: SSN OR EIN ADDL INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any  NONE

**3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR ORP) - Insert only one secured party name (3a or 3b)**

3a. ORGANIZATION'S NAME

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX  
 Daryl J. Corbin Daryl J.

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
 227 West Evans Street Florence SC 29501 USA

**4. This FINANCING STATEMENT covers the following collateral:**

All contents of debtor's belongings in leased buildings addressed 237 West Evans Street and 231 West Evans Street located in Florence, S.C. 29501

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

6. THIS FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)  Check to REQUEST SEARCH REPORT (Sign Debtor)  Debtor 2

7. ADDITIONAL FEE

8. OPTIONAL FILER REFERENCE DATA

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

CONNIE ANN SHEARIN  
CLERK OF COURT C.P. & G.S.  
FLORENCE COUNTY, S.C.

# UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

9a. ORGANIZATION'S NAME  
 OR  
 9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME, SUFFIX

*Taylor, Ryan, Whitaker Mortgage Corporation*

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

11a. ORGANIZATION'S NAME  
 OR  
 11b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

11c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

11d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 11e. TYPE OF ORGANIZATION 11f. JURISDICTION OF ORGANIZATION 11g. ORGANIZATIONAL ID n, if any  NONE

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

12a. ORGANIZATION'S NAME  
 OR  
 12b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

12c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

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

14. Description of real estate:  
*contents of lease property*

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

16. Additional collateral description:

17. Check only if applicable and check only one box.  
 Debtor is a  Trust or  Trustee acting with respect to property held in trust or  Decedent's Estate

18. Check only if applicable and check only one box.  
 Debtor is a TRANSMITTING UTILITY  
 Filed in connection with a Manufactured-Home Transaction — effective 30 years  
 Filed in connection with a Public-Finance Transaction — effective 30 years