

FILED

07 JUL 17 AM 11:56

JOYCE M. SWICEGOOD
REGISTER OF DEEDS
PENDER COUNTY, NC

PENDER COUNTY NC 07/17/2007
\$1000.00



Real Estate
Excise Tax

Recorded and Verified
Joyce M. Swicegood
Register of Deeds
Pender County, NC

STATE OF NORTH CAROLINA
COUNTY OF PENDER

PIN # 3282-64-5881-0000
DATE 7-17-07 INT-SC

Revenue Stamps: \$1,000.00
Parcel ID Number: 3282-64-5881-0000

Prepared by Kevin J. Strickland, Attorney at Law

Mail after recording to Kevin J. Strickland, PO Box 220, Burgaw, NC 28425

Jeffrey D. Keeter, PO Box 4, Wilmington, NC 28402

This GENERAL WARRANTY DEED, made and entered into this the 16th day of July, 2007, by and between MBDI, LLC, the GRANTOR herein; and HAMPSTEAD MEDPRO PARTNERS, LLC, whose mailing address is 120 Preston Executive Drive, Suite 200, Cary, NC 27513 the GRANTEE herein.

WITNESSETH

That the Grantor, for and in consideration of the sum of One Dollar and other valuable consideration, the receipt of which is hereby acknowledged, has and by these present, does grant, bargain, sell, and convey unto the Grantee in fee simple, that real property located in Topsail Township, Pender County, State of North Carolina, and being more particularly described as follows:

To have and to hold the aforesaid lot or parcel, together with all privileges and appurtenances thereto, heretofore belonging to the Grantee in fee simple.

The Grantor covenant with the Grantee that the Grantor is seized of the premises in fee simple, have the right to convey the same in fee simple, that the title is marketable and free and clear of all encumbrances, and that the Grantors will warrant and defend the title against all lawful claims of all persons whomsoever except for the exceptions herein stated. Title to the property hereinabove described is subject to the following exceptions:

- 2007 Ad Valorem Taxes
- City and County Zoning and Land Use Ordinances
- All Easements of Record
- All Applicable Restrictive Covenants

In witness whereof, the Grantor has caused this instrument to be signed in its name by its duly authorized manager, this the day and year first above written.

MBDI, LLC

By: [Signature] (SEAL)
JOHN A. HOLTZ, Member/Manager

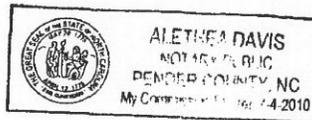
The attorney preparing this instrument has made no record search or title examination as to the property herein described, unless the same is shown by his written and signed certificate.

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, Alethea Davis, a Notary Public of the County and State aforesaid, certify that, JOHN A. HOLTZ, personally appeared before me this the 16 day of July, 2007 and acknowledged that she is a Manager of MBDI, LLC, and that by authority duly given and as the act of the Limited Liability Company, the foregoing instrument was signed in its name by its Member/Manger for the purposes therein set out.

[Signature]
Notary Public

My Commission Expires: 7-4-10



SCHEDULE "A"

BEGINNING at a point in the Northwestern right of way line of US Highway 17; said point marking the most Southern corner of Tract B as shown on a map entitled "Map of Survey for Delmar R. Mobley and Virginia M. Norris" recorded in Map Book 23 at Page 93 of the Pender County Registry; running thence from said Beginning point with the Northwestern right of way line of US Highway 17 North 39 degrees 09 minutes 11 seconds East 199.91 feet, more or less, to a point marking the most Southern corner of a tract conveyed to Theodore Piekut and wife, Dorothy Piekut, in Book 1365 at Page 34 of the Pender County Registry; running thence with the Southwestern line of said Piekut Tract North 49 degrees 52 minutes 47 seconds West 402.11 feet to a point marking the most Western corner of said Piekut Tract and located in a common line of a tract conveyed to William R. Howard in Book 1280 at Page 335 of the Pender County Registry; running thence with and along said line of the Howard Tract, South 39 degrees 56 minutes 21 seconds West 350.90 feet, more or less, to a point located in the most Southern corner of said Howard Tract and located in the Southwestern line of Tract B of the Mobley/Norris Property; running thence with said Southwestern line of Tract B South 53 degrees 42 minutes 04 seconds East 205.41 feet South 85 degrees 48 minutes 19 seconds East 217.02 feet and South 72 degrees 48 minutes 49 seconds East 25.73 feet to the point of Beginning.

The same being a portion of Tract B of the Mobley/Norris Property as shown on said map recorded in Map Book 23 Page 93 of the Pender County Registry.

FILED

BK3274 PG342

07 JUL 17 AM 11:57

JOYCE M. SWICEGOOD
REGISTER OF DEEDS
PENDER COUNTY, NC

Prepared by: Jeffrey P. Keeter



After recording, return to:

SunTrust Bank

351 Wellesely Trade Lane, Suite 109

Cary, NC 27560

Attn: Cindy Vogler

Recorded and Verified
Joyce M. Swicegood,
Register of Deeds
Pender County, NC

SUNTRUST

**Deed of Trust
North Carolina (All Obligations)**

Collateral Includes Fixtures

(This Document Serves as a Fixture Filing Under Section 9-502 of the North Carolina Uniform Commercial Code.)

This Deed of Trust is made and entered into as of July 16, 2007, by and among Hampstead MedPro Partners, LLC (whether one or more, referred to as "Grantor"); in favor of Southland Associates, Inc., whose business address is 351 Wellesley Trade Lane, Ste. 109, Cary, NC 27513 (referred to as "Trustee"); for the benefit of SunTrust Bank, having an address of 211 Perimeter Center Parkway, Suite 100, Atlanta, GA 30346, its present and future affiliates and their successors and assigns ("SunTrust").

For and in consideration of the indebtedness herein recited and the trust herein created, Grantor grants, bargains, mortgages, assigns, sells and conveys unto Trustee, in trust, with power of sale and with general warranty of title, all of Grantor's real estate located in Pender County, North Carolina, and more particularly described on attached **Exhibit A** which has the address of HIGHWAY 17, HAMPSTEAD, NC together with all easements and appurtenances thereto, all of the rights of Grantor in and to the streets, alleys and rights-of-way appurtenant to and adjoining or adjacent to the land described above and together with any and all right, title and interest of Grantor in and to the improvements, which shall include any and all buildings and structures now or at any time erected in the future, constructed or situated upon said land or any part thereof, together with all fixtures, machinery, apparatus, fittings and equipment now or hereafter located in or upon the premises and now owned or which may hereafter be owned by Grantor, in and upon said land and premises, or which may hereafter be placed thereon, including, but not limited to, any equity which may be acquired by Grantor in such property as a result of making installment payments on account of the purchase thereof, including but not limited to elevators, escalators, boilers, engines, heating, ventilating and air conditioning systems, sprinkler or fire extinguishing systems, plumbing, partitions, wiring, storm doors and windows, wire screens, awnings, carpeting, drapes, window shades, switchboards, communications apparatus, floor tiling, linoleum, attached cabinets, wall panels and decorations attached to walls and ceilings, gas and electrical fixtures, chattels, attached appliances, and material used and to be used in the buildings and structures, but excluding any consumer goods not purchased with the Secured Indebtedness, as defined below, (all of which are deemed part and parcel of the real estate

Copy Instructions: 0
Distribution: Original - Filed in Office/ Register of Deeds
630491 (05/05) For Real Estate located in North Carolina

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and appropriated to the use of the real estate and, whether affixed or not, shall for the purposes of this Deed of Trust be deemed conclusively to be real estate and conveyed hereby);

TO HAVE AND HOLD the foregoing rights, interests and properties, and all rights, estates, powers and privileges appurtenant thereto, together with the proceeds of all the foregoing (herein collectively called the "Property") unto the Trustee and the Trustee's successors and assigns, in trust, in fee simple forever. (a) to secure the prompt payment of the Secured Indebtedness, as defined below, payable to SunTrust; and (b) to secure performance and observance of the terms and conditions of this Deed of Trust and the Note (as defined below).

SunTrust has extended credit to Hampstead MedPro Partners, LLC

(whether one or more, "Debtor," and which as used herein shall include any one or more and any combination of the parties constituting Debtor). The term "Secured Indebtedness" as used herein shall mean all obligations, liabilities and indebtedness of Debtor to SunTrust, whether now existing or hereinafter arising, direct or indirect, fixed or contingent, due or to become due, joint or several, for whatever purpose, irrespective of how such indebtedness is evidenced, whether by notes, bonds, letters of credit, advances, overdrafts, interest rate hedge agreements, foreign exchange contracts or other derivative transaction documents, accounting entries or otherwise, or by the endorsement or guaranty by Debtor of the obligations of another; provided, that the aggregate outstanding principal amount of all Secured Indebtedness secured by this Deed of Trust shall not at any one time exceed the maximum aggregate amount of principal stated below, plus interest thereon (at the rate or rates set forth in the Notes or Agreements or other evidences of such indebtedness), fees due with respect to any such indebtedness, and, to the extent permitted by applicable law, all costs of collection with respect thereto, including without limitation, any costs and expenses incurred by Trustee or SunTrust in connection with the enforcement of this Deed of Trust or as otherwise provided herein.

As used herein the term "Note" shall mean each promissory note executed and delivered by Debtor to SunTrust, whether joint or several or joint and several, to repay the Secured Indebtedness or any part thereof, and any modifications, extensions or renewals thereof, including without limitation that certain promissory note, dated as of July 16, 2007 in the principal amount of \$3,860,000.00. The term "Agreement" shall mean each agreement between Debtor and SunTrust of whatever nature executed and delivered by Debtor to SunTrust in connection with any Note or the Secured Indebtedness or any part thereof.

This Deed of Trust secures all future obligations (including future advances) made or which may be incurred by Debtor under any Note, any Agreement and this Deed of Trust. The principal amount secured hereby on the date hereof is \$_____ (if no amount is entered, then the amount of present obligations is zero) and the maximum principal amount which may be secured hereby at any one time is \$3,860,000.00. The time period within which such future obligations may be incurred expires on the date which is fifteen (15) years from the date hereof, but in no event shall SunTrust be obligated to disburse any future loans, obligations or advances to the extent it is not obligated to do so in the Note or any Agreement. Obligations secured hereby shall not be required to be evidenced by a "written instrument or notation" as described in Section 45-68(2) of the North Carolina General Statutes, it being the intent of the parties that the requirements of Section 45-68(2) for a "written instrument or notation" for each advance shall not be applicable to obligations incurred under any Note or any Agreement.

It is understood and agreed that the Secured Indebtedness will be advanced from time to time by SunTrust in accordance with the provisions of any Note or any Agreement, each of which is incorporated herein and made a part hereof by reference to the same extent as if fully set forth herein, and it is further understood and agreed that, from time to time, repayments on account of the Secured Indebtedness may be made and SunTrust may thereafter make additional advances including re-advances of sums previously repaid, to the extent provided in any Note or any Agreement, it being understood and agreed that each and every advance made at the present or hereafter to Debtor or on behalf of Debtor or Grantor shall be deemed to be an advance made on account of the Secured Indebtedness and secured hereby unless otherwise specifically provided in the Note, Agreement or other documents evidencing such advance.

If checked, this deed of Trust secures an obligation incurred for the construction of an improvement on the aforesaid land and as such constitutes a "construction mortgage" under Section 25-9-334(h) of the North Carolina General Statutes.

Grantor represents, warrants, covenants and agrees as follows:

1. **Payment and Performance.** Grantor shall perform its obligations under and comply with the provisions of this Deed of Trust and the Note.

2. **Covenants; Warranty of Title; Payment of Taxes and Assessments; Prior Deeds of Trust or Mortgages.** Grantor (i) is lawfully seized of the Property in fee simple absolute or the leasehold estate if this Deed of Trust is on a leasehold, (ii) has the right to convey the same and (iii) conveys the Property free and clear of any liens, encumbrances, assessments or other charges except for easements, restrictions and rights of way of record specifically disclosed to SunTrust and approved by SunTrust in writing, and (iv) will warrant and defend title to the Property against all claims and demands whatsoever, subject only to the foregoing permitted encumbrances. At the time of recordation, this Deed of Trust shall be a (indicate one) First Second _____ lien and encumbrance on the Property. Grantor will execute such further assurances as Trustee or SunTrust deems necessary or desirable in order to more fully vest title in Trustee. So long as any part of the Secured Indebtedness shall be unpaid, Grantor will protect the title and possession of the Property and will pay, when the same become due, all taxes and assessments now existing or hereafter levied or assessed upon the Property or the interest created by this Deed of Trust, or which by the laws of the jurisdiction where the Property is located may be levied or assessed against Trustee or its successors, or SunTrust, for or on account of the Secured Indebtedness upon this Deed of Trust or the interest in the Property thereby created, together with all sums now or hereafter owing on any senior deeds of trust or mortgages. Grantor will provide SunTrust with evidence of any such payments which from time to time may be required by SunTrust. Grantor will, at its expense, take such other action and execute such other instruments as may be necessary or desirable in the sole discretion of SunTrust to preserve and protect the lien and priority of this Deed of Trust and all other instruments evidencing or securing payment of the sums secured by this Deed of Trust.
3. **Preservation and Maintenance of Property; Environmental Requirements.** No building or other improvement shall be substantially altered, removed or demolished, except for changes which enhance its value, nor shall any fixtures or attached appliances on, in or about said buildings or improvements be severed, removed, sold or mortgaged without the prior written consent of SunTrust (provided, however, that minor non-structural changes costing not more than \$10,000 may be undertaken without such consent, and that replacement of such appliances or fixtures of equivalent value and function may be undertaken without such consent). Grantor will not commit or suffer any waste, nor permit or suffer any impairment or deterioration of the Property, or any part thereof. Grantor will at all times keep and maintain the Property and every part thereof in good condition, fit and proper for the respective purposes for which they were originally erected or installed. Grantor will comply with all statutes, orders, requirements or decrees relating to the Property, whether under federal, state, county or municipal authority, and will observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including, but not limited to, zoning variances, special exceptions and nonconforming uses), privileges, franchises and concessions which are applicable to the Property or which have been granted to or contracted for by Grantor in connection with any existing or presently contemplated use of Property. Grantor will permit SunTrust or its agents to enter upon and inspect the Property at all reasonable times. SunTrust shall have the right, at Grantor's expense, to order such appraisals, reappraisals, appraisal updates or environmental inspections as SunTrust, in its sole discretion, may deem necessary from time to time.
- Grantor represents and warrants that the Property never has been, and never will be so long as this Deed of Trust remains in effect, used for the generation, collection, manufacture, storage, treatment, disposal, release or threatened release of any hazardous substance, as those terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C., Section 9601, et seq. ("CERCLA"), Superfund Amendments and Reauthorization Act ("SARA"), applicable state laws, or regulations adopted pursuant to either of the foregoing. Grantor agrees to comply with any federal, state or local law, statute, ordinance or regulation, court or administrative order or decree or private agreement regarding materials which require special handling in collection, storage, treatment or disposal because of their impact on the environment ("environmental requirements"). Grantor agrees to indemnify and hold SunTrust harmless against any and all claims and losses and expenses and costs resulting from a breach of this paragraph and Grantor will pay or reimburse SunTrust for all costs and expenses for expert opinions, inspections or investigations required or requested by SunTrust which, in SunTrust's sole discretion, are necessary to ensure compliance with this paragraph. This obligation to indemnify shall survive the payment of the Secured Indebtedness and the release of this Deed of Trust.
4. **Insurance.** Grantor will keep the Property and the improvements thereon insured against loss by fire, casualty and other hazards (including flood damage, if the improvements are located in a special flood hazard area) as may from time to time be required by SunTrust for the benefit of SunTrust. If permitted by applicable law, Grantor will maintain such public liability and indemnity insurance as may from time to time be required by SunTrust. All such insurance shall be written in forms, amounts and by companies satisfactory to SunTrust and losses thereunder shall be payable to SunTrust pursuant to a standard noncontributing mortgagee's clause. Certificates or other proof of insurance shall be delivered to SunTrust and Grantor shall provide SunTrust with such evidence of payment of premiums due on account of such insurance as from time to time may be required by SunTrust. All

such policies shall provide for at least thirty (30) days' prior written notice to SunTrust of any cancellation or modification thereof, including without limitation, cancellation for nonpayment of premium. Grantor shall give SunTrust prompt notice of any loss covered by such insurance and SunTrust shall have the right to join Grantor in adjusting any loss. Grantor authorizes SunTrust, at SunTrust's option, to collect, adjust and compromise any losses under any such insurance policies herein referred to. Any funds received as payment for any loss under any such insurance shall be paid over to SunTrust and shall be applied, after deducting the costs of collection, at the option of SunTrust, either to the prepayment of the Secured Indebtedness or to the reimbursement of Grantor for expenses actually incurred by Grantor in the restoration or replacement of Property, or any part thereof. In the event of foreclosure of this Deed of Trust or other transfer of title to the Property all right, title and interest of Grantor, in and to any insurance policies then in force, shall pass to the purchaser or grantee, which may be, but shall not be limited to, SunTrust.

5. **SunTrust's Right to Remedy Defaults.** In the event Grantor shall neglect or refuse (a) to keep the Property in good repair and condition; (b) to pay promptly when due all taxes and assessments as described above; (c) to remove any statutory liens on the Property; (d) to keep the buildings, improvements and chattels insured as described above; (e) to deliver certificates or other proof of the policies or policy of insurance or the renewals to SunTrust as described above; (f) or if all amounts owed under the Note or indebtedness secured by any other deed of trust or other lien on the Property are not paid promptly when due, or all obligations, covenants, conditions and agreements under such deed of trust or other lien are not observed, the SunTrust may, if it elects, in addition to any other rights it may have under this Deed of Trust, with or without taking possession of the Property, make repairs as it deems necessary, pay such taxes and assessments with any accrued penalties and/or interest, pay any necessary expenses, redeem the Property which may have been sold or forfeited for taxes or assessments thereon, remove any statutory liens or encumbrances and prosecute or defend any suit in relation thereto, or insure and keep insured said buildings, improvements and chattels as provided herein, or make any payments as may be necessary to cure any default. Any sums including, without limitation, costs, expenses and attorneys' fees which may be expended by SunTrust or Trustee in so doing or otherwise for the protection or preservation of the Property or the lien of this Deed of Trust thereon, shall bear interest from the dates of such payments at the highest rate of interest being paid on the Secured Indebtedness (but in no event higher than the rate or rates permitted under applicable law), shall be paid by Grantor to SunTrust upon demand, shall become a part of the Secured Indebtedness and shall be recoverable as such in all respects. Any such liens, claims, taxes, expenses, assessments or tax titles so purchased, paid or redeemed by SunTrust shall, as between the parties hereto and their successors in interest, be deemed valid, so that in no event shall the necessity or validity of any such payment be disputed.
6. **Default, Acceleration of Payments; Trustee's Sales or Lease; Advertisement Required.** Any of the following shall constitute an event of default under this Deed of Trust: (a) Debtor's failure to make when due any installment or other payment of the Secured Indebtedness, whether of principal, interest, late charge or otherwise; (b) the death, dissolution, merger, acquisition, consolidation or termination of existence of Grantor, Debtor, any guarantor or endorser of the Secured Indebtedness or any party who has pledged any property as collateral for the Secured Indebtedness (collectively, a "Party"); (c) the insolvency of any Party, or the application for the appointment of a receiver for any Party or the filing of a petition under any provisions of the Federal Bankruptcy Code, as now or hereinafter in effect, by or against any Party or any assignment for the benefit of creditors by or against any Party; (d) the entry of a judgment against any Party or the issuance of service of any attachment, levy or garnishment against any Party or the property of any Party; (e) a determination by SunTrust that it deems itself insecure or that a material adverse change in the financial condition of any Party has occurred since the date of this Deed of Trust; (f) the failure of any Party to perform any obligation under the Note or this Deed of Trust; (g) a default under any superior or inferior lien upon the Property; or (h) the sale, transfer, conveyance or assignment of any beneficial interest in any Party, including but not limited to voting stock, partnership interests or beneficial interests in a trust, without the prior written consent of SunTrust. Upon the occurrence of any event of default regardless of whether SunTrust shall have cured such event of default on behalf of Grantor in accordance with the terms of this Deed of Trust, SunTrust may elect, without notice, to cause all the Secured Indebtedness to be at once due and payable in full, and the Trustee, or its successor in trust, as soon as reasonably practicable after requested to do so by SunTrust (i) may take possession of the Property and may make any repairs or replacements to the Property deemed necessary by Trustee or SunTrust and/or sell (and in case of default of any purchaser, resell) in whole or in part the Property at public auction at such time and place and upon such terms and conditions as Trustee may deem appropriate or as otherwise required by applicable law after first having given such notice of hearing as to commencement of foreclosure proceedings and obtained such findings or leave of court as then may be required by law and then having given such notice and advertised the time and place of such sale in such manner as then may be provided by law, and in case of any sale or resale, Trustee may require a bidder's deposit of not more than

ten percent (10%) of the sales price, but not less than \$1,000, and shall (the terms of sale having been complied with) execute a deed or deeds, assignment and transfer of title to the Property to the purchaser, at any such sale or resale, SunTrust may bid and become the purchaser of the Property; and (ii) may revoke any license granted to Grantor to collect and apply rents, issues and profits and may take possession of the Property and may lease the Property either pending sale or until the amount of the Secured Indebtedness is paid and may deduct from rents received all costs of collection, repair, replacement and administration and apply the net proceeds to the Secured Indebtedness. The Trustee is hereby empowered to bring in its name, or in the name of SunTrust, any suit or action it deems advisable for the enforcement of the provisions of this clause, but the Trustee and the SunTrust shall be in no way personally liable under any of the provisions of such lease or of this clause, and shall not be personally liable to any person by virtue of their possession of the Property or by virtue of their acting under any provisions of this clause, except to the extent of accounting for rents actually received by them.

The Trustee shall be entitled to a commission of 5% of the gross proceeds of sale for a completed foreclosure. In the event foreclosure is commenced, but not completed, the Grantor shall pay all expenses incurred by Trustee, including reasonable attorneys' fee, and a partial commission computed on 5% of the outstanding indebtedness in accordance with the following schedule, to wit: one-fourth thereof before the Trustee issues a notice of hearing on the right to foreclosure; one-half thereof after the issuance of said note; and three fourths thereof after such hearing; and the full commission after the initial sale.

The proceeds of any sale of the Property by Trustee shall be applied by Trustee: First, to pay all proper costs and charges, including but not limited to court costs, advertising expenses, auctioneers' allowances, the expenses, if any, required to correct any irregularity in the title, auditors' fees, attorneys' fees, cost of repairs or replacements, and all other expenses of sale incurred in and about the protection and execution of this Deed of Trust, and a trustee's commission of five percent (5%) of the amount of gross proceeds of said sale or sales, and attorneys' fees and expenses of any litigation which may arise on account of the execution and enforcement of this Deed of Trust or the Note; Second, to pay all taxes and assessments due upon said land and premises at time of sale; Third, to pay and satisfy all the Secured Indebtedness, interest and all other charges hereby secured then remaining unpaid, and interest thereon to date of payment, whether the same shall be due or not, it being understood and agreed by Grantor that the amounts due under the Note shall, upon such sale being made before the maturity thereof, be and become immediately due and payable at the election of SunTrust; and Fourth, to pay the remainder of said proceeds, if any to any person lawfully entitled thereto. If after so applying such proceeds, any portion of the Secured Indebtedness shall remain unpaid, such balances shall continue to be due and payable, and shall be subject to collection by SunTrust by suit or otherwise. In the event the Property shall be advertised for sale as provided above but be withdrawn from sale or for any other reason not sold, Trustee shall be entitled to one-half of the commission above provided to be computed on the amount of the debt hereby secured or so much thereof as remains unpaid, including any advances, re-advances and accruals, and any fees of attorneys or auctioneers, and any other expenses shall be charged to and paid by Grantor.

In addition, in the event of default, SunTrust shall have all rights and remedies permitted by law and by any document evidencing, governing, or securing the obligations secured by this Deed of Trust.

7. **Substitute Trustee.** SunTrust has the irrevocable right and power to substitute without cause or notice a trustee or trustees in the place of any Trustee named under this Deed of Trust. Such power of appointment and substitution may be exercised at any time and as many times as SunTrust, its successors or assigns, may desire. Such substitute Trustee(s) shall be vested with the same titles and powers as are granted to the original Trustee. Nothing shall deprive SunTrust of its right to apply for and receive any relief regarding the Trustee which is now, or which may be, provided for by the internal laws of the jurisdiction in which the Property is located or applicable federal law.
8. **Condemnation.** Grantor irrevocably grants, assigns, transfers and sets over unto SunTrust all right, title and interest of Grantor in and to any award or payment made (not to exceed the outstanding Secured Indebtedness including, without limitation, accrued interest, and costs, expenses, reasonable attorneys' fees, and disbursements incurred by SunTrust in connection with collection of such award and payment) in respect of (a) any taking of the Property or any part thereof as a result of, or by agreement in anticipation or in lieu of, any exercise of the power of eminent domain or condemnation; and (b) any such taking of any appurtenances to the Property; and (c) any damage to the Property or any part thereof due to governmental action affecting, but not resulting in a taking of, the Property, including, by way of example and not by way of limitation, the changing of the grade of a street adjacent or proximate to the Property. Grantor agrees to promptly notify SunTrust of the commencement of any condemnation or eminent domain proceeding. Grantor further agrees, upon request, to make, execute and deliver any assignments or other instruments necessary for the purpose of assigning or transferring any such award or awards to SunTrust free and clear of any encumbrances. The excess amount of such award over and above sums

due SunTrust on account of the Secured Indebtedness, interest and other charges, shall be paid to Grantor, its successors and assigns.

9. **Restrictions on Transfer of Property; No Secondary Financing; Mechanics' Liens.**
NOTICE - THE DEBT SECURED HEREBY IS SUBJECT TO CALL IN FULL OR THE TERMS THEREOF BEING MODIFIED IN THE EVENT OF SALE OR CONVEYANCE OF THE PROPERTY.
- a. If all or any part of the Property is sold, transferred, conveyed or encumbered without SunTrust's prior written consent, SunTrust may, at its option, require immediate payment in full of all sums secured by this Deed of Trust and exercise all remedies provided in this Deed of Trust in the event of default. However, this option shall not be exercised by SunTrust if exercise is prohibited by federal law as of the date of this Deed of Trust. SunTrust reserves the absolute option and right, if permitted by applicable law, among other things, to require the agreement by Grantor and Grantor's transferee to any terms and conditions that SunTrust may require upon transfer, increase the rate of interest upon transfer, and charge an assumption fee.
 - b. To the extent permitted by applicable law, Grantor shall not voluntarily or otherwise permit to be created or filed against the Property, without the prior written consent of SunTrust in each instance, any other deed of trust or mortgage or other lien or liens inferior or superior to the lien of this Deed of Trust.
 - c. Grantor will keep and maintain the Property free from all liens arising by virtue of all persons supplying labor performed on or materials incorporated in or on the Property, notwithstanding by whom such labor or materials may have been contracted, and if any liens in respect to such labor or materials are filed against the Property, Grantor shall cause the lien to be released completely of record either by payment and discharge or by the posting of a collateral bond or other substitute collateral in accordance with applicable laws within twenty (20) days of the filing of the lien, and Grantor will make all payments on all liens permitted herein (if any), when due.
10. **Assignment of Rents.** Grantor hereby assigns unto SunTrust or its successors all leases of the Property and the rents, issues and profits accrued and to accrue from all Leases and tenants of the Property or any part thereof, during the term of this Deed of Trust, or any extensions thereof. Until and unless revoked by the SunTrust, Grantor shall have a license to manage and operate the Property and to collect and apply to its own account all rents, issues and profits as they become due, but no more than one month in advance. SunTrust may revoke this license at any time, in its sole and absolute discretion. SunTrust shall give the Grantor notice of any demand for rents made against tenants of the Property contemporaneously with the giving of notice to tenants. Grantor will not execute any assignment of the rents, issues and profits from the Property or any part thereof unless such assignment shall provide that it is subordinate to the assignment of rents set forth in this Deed of Trust and any other assignments executed pursuant to or in conjunction with this Deed of Trust.
11. **Notice of Adverse Claim of Lien.** If Grantor receives any notice or other instrument which might materially adversely affect the Property or the lien of this Deed of Trust, Grantor will furnish, within three (3) days following such receipt, by certified mail, a copy of such notice or other instrument to SunTrust. The notices referred to herein shall include, but not be limited to, notices from any tenant or lessee claiming a default by Grantor under any lease or occupancy agreement, any notice by any public authority concerning any tax or special assessment; and any notice of any alleged violation of any building, zoning, fire or other law or regulation affecting the Property.
12. **Remedies Cumulative; Forbearance by SunTrust/Trustee Not a Waiver.** All remedies available to SunTrust or the Trustee with respect to this Deed of Trust or under any instrument evidencing, governing or securing the Secured Indebtedness, including, but not limited to, any other deeds conveying other property in trust to secure payment of the obligations secured hereunder, or provided by law or in equity or by any statute, or otherwise, shall be cumulative and may be pursued concurrently or successively. Grantor, for itself and all who claim under it, waives to the extent that it lawfully may, all right to have the Property marshalled upon any sale or foreclosure hereunder. No delay or omission of Trustee or SunTrust to exercise any right, power or remedy shall impair any such right, power or remedy, or shall be construed to be a waiver of any default or any acquiescence therein. No delay or omission on the part of SunTrust to exercise any option granted for acceleration of the maturity of the Secured Indebtedness or for foreclosure following any default or any other option granted to SunTrust hereunder in any one or more instances, or tender to and/or acceptance by SunTrust of any partial payment on account of Grantor's or Debtor's obligations shall constitute a waiver of any such default or operate to rescind any such acceleration and each such option shall remain continuously in full force and effect.
13. **Hold Harmless.** Grantor shall save SunTrust and Trustee harmless from all costs and expenses, including reasonable attorneys' fees and costs incurred by reason of any action, suit, proceeding, hearing, motion or application before any court or administrative body in and to which SunTrust and/or Trustee may be or become a party by reason of this Deed of Trust, including, but not limited to, condemnation, bankruptcy, probate and

administration proceedings, as well as any of the foregoing wherein proof of claim is by law required to be filed or in which it becomes necessary to defend or uphold the terms or priority of this Deed of Trust, and all money paid or expended by SunTrust or Trustee in that regard, together with interest thereon from date of such payment at the highest rate of interest being charged on the Secured Indebtedness (but in no event higher than the rate or rates permitted under applicable law), shall be immediately and without notice due and payable by Grantor, shall become a part of the Secured Indebtedness and shall be recoverable as such in all respects.

14. **Trustee's Authority.** Trustee or any person acting in its stead shall have, at its discretion, authority to employ all proper agents and attorneys in the execution of this Deed of Trust, and pay for such services rendered out of the proceeds of the sale of the Property, should any be realized; and if no sale be made, then Grantor hereby undertakes and agrees to pay to Trustee the cost of such services rendered. If from time to time more than one Trustee or substitute Trustee shall have been appointed, then any one Trustee or substitute Trustee may act for all such Trustees and/or Substitute Trustee(s).
15. **Governing Law.** This Deed of Trust, without regard for the place of contract, advance of funds or payment, shall be governed, construed and enforced according to the laws of the state of North Carolina
16. **Severability of Provisions.** In the event any one or more of the provisions of this Deed of Trust or of the Note shall for any reason be held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event any one or more of the provisions of this Deed of Trust or of the Note operate or would prospectively operate to invalidate this Deed of Trust, then and in any of those events, at the option of SunTrust, such provision or provisions shall be severable and shall not affect any other provision of this Deed of Trust or of the Note or the validity of Grantor's or Debtor's other obligations and the remaining provisions of this Deed of Trust or of the Note shall remain operative and in full force and effect and shall in no way be affected, prejudiced or disturbed thereby.
17. **Waiver of Notice of Future Advances and Consent to Extensions, Modifications and Release.** If Grantor (or any one or more of the parties constituting Grantor) is not the Debtor, then Grantor expressly (a) waives notice of any and all loans and/or advances made from time to time during the continuance of this Deed of Trust by the SunTrust to Debtor (or any one or more of the parties constituting Debtor); (b) agrees that modifications of the terms of the Note, including without limitation, modifications extending the term for payment or adjusting the interest rate applicable to the Secured Indebtedness, may be made from time to time between SunTrust and Debtor without notice or consent of Grantor; (c) agrees that SunTrust, without notice to or further consent of Grantor, may grant extensions of time and other indulgences to and renew any of the obligations of Debtor without regard to the number and length of such extensions, renewals or other indulgences. Grantor further agrees that SunTrust without notice to or further consent of Grantor, may release or discharge any persons who are or may be liable for the payment of the Note or release or discharge any collateral for payment of the Secured Indebtedness and that any such release or discharge shall not alter, modify, release or limit the liability of Grantor (or any one or more of the parties constituting Grantor) or the validity or the enforceability of this Deed of Trust; and (d) agrees that SunTrust may exercise its rights under this Deed of Trust prior to taking any action against the Debtor.
18. **Release of Deed of Trust.** Upon payment of the Secured Indebtedness and the performance of all the covenants and conditions, Trustee and/or SunTrust shall release and discharge, at the expense of the Grantor if permitted by law, this Deed of Trust and the liens, security interests and assignments created by this Deed of Trust.
19. **Time is of the Essence.** Time shall be of the essence for each and every provision of the Note, this Deed of Trust and all other documents, agreements and contracts evidencing, securing or governing the obligations secured hereby.
20. **References; Applicability.** All references in the foregoing covenants to SunTrust shall apply equally to any subsequent holder or assignee of the Note.
21. **Titles.** The titles contained in this Deed of Trust are for reference purposes only and shall not affect the meaning or interpretation of this Deed of Trust.
22. **Designations.** In any designation hereunder, the use of one gender shall include any other gender wherever the same may be appropriate, and the plural shall be substituted for the singular or the singular substituted for the plural in any place in which the context may require such substitution.
23. **Riders to this Deed of Trust.** The terms and conditions of any rider executed by Grantor and recorded together with this Deed of Trust shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the rider is a part of this Deed of Trust. A _____ Rider is attached to this Deed of Trust.

Grantor has caused this Deed of Trust to be signed and delivered as of the date first written above.

Signature(s) of Individual Grantor(s)

Signature(s) of Non-Individual Grantor(s)

Signature (Seal) Hampstead MedPro Partners, LLC
Grantor

Name, printed or typed By: Gregory L. Brock

Signature (Seal) Gregory L. Brock, MANAGER
Name and title, printed or typed

Name, printed or typed Hampstead MedPro Partners, LLC
Grantor

(Seal) By: _____

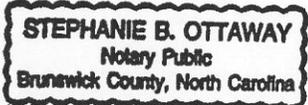
Name, printed or typed Name and title, printed or typed

NEW HANOVER County, North Carolina

I certify that the following persons(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: MANAGER OF HAMPSTEAD MEDPRO PARTNERS LLC

Date: 7-16-07
(Official Seal)

Stephanie B. Ottaway
STEPHANIE B. OTTAWAY, Notary Public
My commission expires: 7-15-2010



County, North Carolina

I certify that the following persons(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: _____

Date: _____
(Official Seal)

_____, Notary Public
My commission expires: _____

_____ County, North Carolina

I certify that the following persons(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: _____

Date: _____

(Official Seal)

_____, Notary Public

My commission expires: _____

Exhibit A

Exhibit A to attached Deed of Trust, dated 7/16/07 by Hampstead MedPro Partners, LLC
("Grantor").

Legal Description

Beginning at a point in the northwestern right of way line of US Highway 17; said point marking the most southern corner of Tract B as shown on a map entitled "Map of Survey for Delmar R. Mobley and Virginia M. Norris" recorded in Map Book 23, Page 93, of the Pender County Registry; running thence from said beginning point with the north western right of way line of US Highway 17 North 39 degrees 09 minutes 11 seconds East 199.91 feet, more or less, to a point marking the most southern corner of a tract conveyed to Theodore Piekut and wife, Dorothy Piekut, in Book 1365, Page 034, of the Pender County Registry; running thence with the southwestern line of said Piekut Tract North 49 degrees 52 minutes 47 seconds West 402.11 feet to a point marking the most western corner of said Piekut Tract and located in a common line of a tract conveyed to William R. Howard in Book 1280, Page 335, of the Fender County Registry; running thence with and along said line of the Howard Tract, South 39 degrees 56 minutes 21 seconds West 350.90 feet, more or less, to a point located in the most southern corner of said Howard Tract and located in the southwestern line of Tract B of the Mobley/Norris Property, running thence with said southwestern line of Tract B South 53 degrees 42 minutes 04 seconds East 205.41 feet, and South 72 degrees 48 minutes 49 seconds East 25.73 feet to the point of beginning.

The same being a portion of Tract B of the Mobley/Norris Property as shown on said map recorded in Map Book 23, Page 93 of the Fender County Registry.

