

NC HIGH ROCK MORTGAGE LENDER, LLC
PROMISSORY NOTE

\$1,650,000.00

SALISBURY, NORTH CAROLINA
August 31, 2007

NOW THEREFORE, FOR VALUE RECEIVED, the undersigned Maker, promises to pay without setoff, deductions or counterclaim of any kind or nature to Payee, NC HIGH ROCK MORTGAGE LENDER, LLC, a Florida limited liability company ("Payee"), or order, at 24 South River Street, Wilkes-Barre, PA 18702 or at such other place as may be designated in writing by the holder hereof, the principal sum of One Million Six Hundred Fifty Thousand Dollars (\$1,650,000.00)(the "Principal"), together with interest thereon at the rate of fifteen percent (15%) per annum through September 1, 2008 (the "Maturity Date"), or such other rate provided in this Note ("Interest"), calculated on the basis of a 360 day year for the actual number of days elapsed, to be paid in lawful money of the United States as follows:

Maker shall pay eleven (11) full monthly installments of Interest only commencing on the 1st day of October, 2007, and on the 1st day of each month thereafter through the 1st day of August, 2008. On the Maturity Date the entire unpaid Principal balance and all accrued and unpaid Interest shall be due and payable in full. In addition to the foregoing, the Interest payment due for the partial month of August, 2007, shall be paid in advance on the Closing. All other payments of Interest hereunder shall be paid on the 1st of the month in arrears. Provided that there is no Event of Default, the Interest payments due and owing under this Note during the Term are as set forth on **Exhibit A** attached hereto and made a part hereof for all purposes.

Installments not paid within ten (10) days after the same are due, shall be subject to, and it is agreed the Payee or holder shall collect thereon, a "late charge" in the amount of four percent (4%) of the delinquent monthly payment upon each such delinquent installment.

In the event that any payment of Principal or installment of Interest is not made within ten (10) days after the due date, the entire remaining unpaid Principal, all accrued Interest and the unpaid Exit Fee shall become immediately due and payable at the option of the holder hereof. This Note shall also become immediately due and payable at the option of the holder hereof upon the happening of any default or event by which, under the terms of the Deed of Trust, the Loan Commitment and/or other Security Instruments securing this Note hereinafter referred to, this Note may or shall become due and payable ("Event of Default"). Upon an Event of Default, at the option of the Payee, the entire indebtedness (including Principal, accrued Interest and the unpaid Exit Fee) remaining unpaid shall become immediately due, payable, and collectible, and while in default, this Note and any deferred Interest shall bear Interest at the Maximum Permitted Rate (as defined below) under the laws of the State of Florida.

Maker and Payee have agreed to establish an interest reserve, which will initially be funded in the amount of Two Hundred Thirty Thousand Dollars (\$230,000.00) (the "Interest Reserve"), which sum is included in the Principal amount funded under this Note. Within ninety (90) days following the execution of this Note, Maker shall deposit an additional sum of Twenty-One Thousand Dollars (\$21,000.00) into the Interest Reserve. The Interest Reserve (and any funds added to the Interest Reserve hereunder) will be placed in an escrow with Payee's attorney and Payee's attorney is hereby authorized to disburse from the Interest Reserve all sums due and payable hereunder, such disbursements shall be made on the 1st day of each and every month during the Term of the loan evidenced by this Note. To the extent that the Interest Reserve is insufficient to pay all Interest due under this Note, Maker shall be responsible for making all payments of Interest as and when they come due.

Any interest earned on the Interest Reserve shall be paid to Maker by Payee's attorney upon this Note being paid in full.

This Note may be prepaid in whole, but not in part, together with an exit fee in the amount of three percent (3%) of the Principal (or \$49,500.00) (the "Exit Fee"), which Exit Fee represents an initial fee charged by the Payee, payment of which the Payee agreed to postpone until the earlier to occur of prepayment or the Maturity Date. The Exit Fee shall be paid to Payee upon the repayment in full of the debt evidenced by this Note, including repayment on the Maturity Date. Notwithstanding that the Loan may be paid in full at any time prior to the Maturity Date, in addition to the Exit Fee due upon payment in full, in the event that Maker pays the Note in full on or before August 1, 2008, Maker shall pay to Payee an amount equal to four (4) months Interest on the Principal less any Interest paid to the date of such repayment (the "Interest Guarantee").

Notwithstanding any provision of this Note, or the other Loan Documents securing this Note, or any combination to the contrary, the parties intend that no provision of this Note or the other Loan Documents be interpreted, construed, applied or enforced so as to permit or require the payment or collection of interest in excess of the highest rate of interest permitted to be paid or collected by the laws of the State of Florida with respect to this transaction (the "Maximum Permitted Rate"). If, however, any provision is so interpreted, construed, applied, or enforced, then the parties intend: (i) that such any provision automatically shall be deemed reformed *nunc pro tunc* so as to require payment only of interest at the Maximum Permitted Rate; and (ii) if interest payments in excess of such Maximum Permitted Rate have been received, that the amount of such excess shall be deemed credited *nunc pro tunc* in reduction of the then outstanding principal amount of this obligation, together with interest at such maximum Permitted Rate. In connection with all calculations to determine the Maximum Permitted Rate, the parties intend: first, that all charges be excluded to the extent they are properly excludable under the usury laws of the State of Florida, and they from time to time are determined to apply to this obligation; and, second, that all charges that may be "spread" in the manner provided by Section 687.03(3), Florida Statutes or any similar successor law, be spread in the manner provided in such statute.

In the event subsequent laws of the State of Florida increase the highest rate of interest allowed under the laws of the State of Florida, which are applicable in this Note, then the provisions of this Note shall be deemed to include such higher rate of interest, except to the extent that such higher rate would be usurious if applied to the unpaid principal balance hereof.

Wherever authorized by law, interest shall be calculated at such higher rate which may be applicable in accordance with Florida Statutes, Section 687.12 and Chapter 665, Florida Statutes, or 12 U.S.C. § 85, if applicable.

All payments made upon this Note shall be applied first to the payment of accrued Interest, secondly to late fees, thirdly to any other costs incurred by Lender under this Loan, and then Principal.

The Maker and all endorsers now or hereafter becoming parties hereto jointly and severally waive presentment and demand for payment, notice of dishonor, protest and notice of protest of this Note.

This Note is secured by a Deed of Trust of even date herewith made by some or all of the parties comprising Maker and/or other parties in favor of Payee and encumbering those certain parcels of real property located in Rowan County, North Carolina as provided in the Deed of Trust and the Loan Commitment. This Note may also be secured by a security agreement and/or other security instruments in favor of the Payee (including, but not limited to, mortgages on other real property of Maker and/or other parties) and the aforesaid Mortgage and any and all such other security instruments are herein collectively called the "Security Instruments." Maker acknowledges that the loan evidenced by this Note and secured by the Security Instruments is made in reliance on the financial strength of the Maker as well as on the strength of the property mortgaged and pledged by the Security Instruments. Accordingly, Maker specifically acknowledges that, in the event of a foreclosure under the above referenced Deed of Trust and/or realization of the other interests assigned, pledged and secured by the other Security Instrument, the Payee shall be entitled to the entry of a deficiency judgment to the extent of any deficiency against the Maker.

The Maker agrees to pay all costs and expenses of collection incurred by the Holder of this Note, in or out of court, and including court related costs and expenses and reasonable attorneys' fees and disbursements (and including such costs, fees and disbursements incurred on appeal of any litigation). Maker hereby agrees and consents to the relief of Holder from any stay order which might be entered by any Court against Holder and to assist Holder in obtaining such relief, and with regard to the filing of any Bankruptcy Plan in Chapter 11, 13 or otherwise, to not modify any of the terms of this Note, including, without limitation, interest rate or payment amounts. Moreover, Maker hereby agrees and consents to such additional relief in connection with a bankruptcy proceeding or other insolvency proceeding as is provided in the Security Instruments.

No extension of time for payment of this Note, and no alteration, amendment or waiver of any provisions of this Note or of the Security Instruments made by agreement between the holder hereof and any person or party shall release, discharge, modify, change or affect the liability of Maker under this Note.

No delay by the holder in enforcing any covenant or right hereunder shall be deemed a waiver of such covenant or right and no waiver by the holder of any particular provision hereof shall be deemed a waiver of any other provision on a continuing waiver of such particular provision, and except as so expressly waived, all provisions hereof shall continue in full force and effect.

Payee is hereby given a lien upon, a security interest in and a right of set-off against all property of Maker and of any other parties now or hereafter becoming liable for repayment of this Note now or at any time hereafter in the possession or control of Payee for any purpose or any capacity whatsoever including but not limited to any balances or share or any deposit, trust or agency account as security for the payment of this Note and Payee shall have the same rights to such property as it has with respect to the property which is the subject of the Security Instruments.

This Note shall be governed by and construed and enforced in accordance with the laws of the State of Florida. This Note may not be changed or terminated orally. All agreements between the Maker and the Payee contained or incorporated herein are hereby expressly limited so that in no contingency or event whatsoever, whether by reason of deferment in accordance with this Note or any agreement, or advancement of the loan proceeds, acceleration of maturity of the loan, prepayment or otherwise, shall the amount paid or agreed to be paid to the holder hereof for the loan, use, forbearance or detention of the money to be loaned hereunder exceed the maximum legal rate permitted by applicable Florida or Federal law, whichever is greater. If, due to any circumstances whatsoever, fulfillment of any provision hereof, or of the Security Instrument or any other agreement between the parties, at the time performance of such provision shall be due, the limit of validity prescribed by law shall be transcended, then, ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity. This provision shall never be superseded or waived and shall control every other provision of all Agreements between the undersigned and the holder. In the event an amount above the limit of validity prescribed by law is ever paid by the Maker or received by the holder, such amount shall be applied to reduce Principal and no prepayment penalty shall be assessed for any amounts so prepaid.

EACH MAKER, ENDORSER AND GUARANTOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT THAT SUCH MAKER, ENDORSER AND GUARANTOR MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING, COUNTERCLAIM OR OTHER LITIGATION BASED HEREON, WHETHER IN CONTRACT OR IN TORT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO, WHETHER IN CONTRACT OR IN TORT, INCLUDING BUT NOT LIMITED TO ANY SUIT TO ENFORCE OR CHALLENGE THE VALIDITY OR ENFORCEMENT OF THIS NOTE OR THE FORECLOSURE OF THE MORTGAGE OR OTHER SECURITY INSTRUMENTS EXECUTED TO SECURE SAME. FURTHER, EACH MAKER, ENDORSER AND GUARANTOR HEREBY CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF LENDER HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT LENDER WOULD NOT, IN THE EVENT OF ANY SUCH ACTION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. EACH MAKER, ENDORSER AND GUARANTOR, ACKNOWLEDGES THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER MAKING THE LOAN OR EXTENSION OF CREDIT EVIDENCED BY THIS NOTE AND AGREES NOT TO SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

IN WITNESS WHEREOF, the undersigned has set his hands and seals the day and year first written above.

MAKER:

HIGH ROCK PROPERTIES, LLC, a Delaware liability company

By:

Name: DAVID RISDON

Title: MANAGER

THIS NOTE WAS EXECUTED AND DELIVERED OUTSIDE OF THE STATE OF FLORIDA AND IS SECURED BY REAL PROPERTY LOCATED OUTSIDE THE STATE OF FLORIDA. ACCORDINGLY, NO FLORIDA DOCUMENTARY STAMP TAX OR NON-RECURRING INTANGIBLE TAX IS REQUIRED TO BE PAID.

**EXHIBIT A
TO
PROMISSORY NOTE**

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