

**CIVIL CASE INFORMATION STATEMENT
CIVIL CASES**

In the Circuit Court of Kanawha County, West Virginia

I. CASE STYLE:

UNITED BANK, INC., a West Virginia
banking corporation,

Plaintiff,

v.

Civil Action No. 14-C- 571

Judge Kaufman

CLARENCE E. WHITE, an individual;
BLAIR WHITE, an individual;
GLENN RUNYAN, an individual;
KBW, Inc., a West Virginia corporation;
CLEDENIN PLACE REALTY, LLC, a West Virginia limited liability company,
successor by merger with Clendenin Place, Inc.;
WHITE DODGE, INC., a West Virginia corporation;
SHASTA AVIATION, INC., a Florida corporation;
AIR SUPPORT RESOURCES, LLC, a Florida limited liability company; and
CYDNEY REALTY, INC., a West Virginia corporation;

Defendants.

	<u>Days to Answer</u>	<u>Type of Service</u>
<u>Clarence E. White</u> Name <u>P.O. Box 18490</u> Street <u>Charleston, WV 25303</u> City, State, Zip	_____	_____
<u>Blair White</u> Name <u>P.O. Box 18490</u> Street <u>Charleston, WV 25303</u> City, State, Zip	_____	_____
<u>Glenn Runyan</u> Name <u>14480 Hopewell Rd.</u> Street <u>Alpharetta, GA 30004</u> City, State, Zip	_____	_____

KBW, Inc. c/o C.E. White

Name

339 MacCorkle Ave., SW

Street

So. Charleston, WV 25303

City, State, Zip

Clendenin Place Realty, LLC c/o C.E. White

Name

339 MacCorkle Ave., SW

Street

So. Charleston, WV 25303

City, State, Zip

White Dodge, Inc. c/o C.E. White

Name

339 MacCorkle Ave., SW

Street

So. Charleston, WV 25303

City, State, Zip

Shasta Aviation, Inc. c/o Crescent Facility

Name

1620 SW 75 Avenue

Street

Pembroke Pines, FL 33023

City, State, Zip

Air Support Resources, LLC c/o Crescent Facility

Name

1620 SW 75 Avenue

Street

Pembroke Pines, FL 33023

City, State, Zip

Cydney Realty, Inc. c/o C. E. White

Name

339 MacCorkle Ave., SW

Street

So. Charleston, WV 25303

City, State, Zip

Original and 1 copies of complaint furnished herewith.

I.

PLAINTIFF: UNITED BANK, INC.	CASE NUMBER: _____
DEFENDANT: CLARENCE E. WHITE, ET AL.	

II. TYPE OF CASE

TORTS		OTHER CIVIL
Asbestos	Adoption	Appeal from Magistrate Court
Professional Malpractice	xxx Contract	Petition for Modification of Magistrate Sentence
Personal Injury	Real Property	Miscellaneous Civil
Product Liability	Mental Health	Other
Other Tort	Appeal of Administrative Agency	

III. Jury Demand: x Yes No

Case will be ready for trial by (month/year): **March, 2015**

IV. DO YOU OR ANY OF YOUR CLIENTS OR WITNESSES IN THIS CASE REQUIRE SPECIAL ACCOMMODATIONS DUE TO A DISABILITY OR AGE? **UNKNOWN AT THIS TIME.**

 YES NO

IF YES, PLEASE SPECIFY:

- WHEELCHAIR ACCESSIBLE HEARING ROOM AND OTHER FACILITIES
 INTERPRETER OR OTHER AUXILIARY AID FOR THE HEARING IMPAIRED
 READER OR OTHER AUXILIARY AID FOR THE VISUALLY IMPAIRED
 SPOKESPERSON OR OTHER AUXILIARY AID FOR THE SPEECH IMPAIRED
 OTHER:

Attorney Name: **Stuart A. McMillan, Esq. (6352)**
James E. Scott, Esq. (11106)

Firm: **BOWLES RICE, LLP**
Address: 600 Quarrier Street
 Charleston, West Virginia 25301

Telephone: (304) 347-1100

Representing:

 x Plaintiff Defendant
 Cross-Complainant
 Cross-Defendant

Dated: March 20, 2014

Signature: 

IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA

UNITED BANK, INC., a West Virginia
banking corporation,

Plaintiff,

v.

CLARENCE E. WHITE, an individual;
BLAIR WHITE, an individual;
GLENN RUNYAN, an individual;
KBW, Inc., a West Virginia corporation;
CLEDENIN PLACE REALTY, LLC, a West Virginia limited liability company,
successor by merger with Clendenin Place, Inc.;
WHITE DODGE, INC., a West Virginia corporation;
SHASTA AVIATION, INC., a Florida corporation;
AIR SUPPORT RESOURCES, LLC, a Florida limited liability company; and
CYDNEY REALTY, INC., a West Virginia corporation;

Defendants.

Civil Action No. 14-C-571

Judge Krumm

COMPLAINT

Plaintiff, United Bank, Inc. ("Plaintiff" and "United"), by counsel, Bowles Rice LLP, states as follows for its Complaint against C. E. White, also known as Clarence E. White, an individual ("C. E. White"); Blair White, an individual; Glenn Runyan, an individual; KBW, Inc., a West Virginia corporation ("KBW"); Clendenin Place Realty, LLC, a West Virginia limited liability company and successor by merger with Clendenin Place, Inc. ("Clendenin Place"); White Dodge, Inc., a West Virginia corporation ("White Dodge"); Shasta Aviation, Inc., a Florida corporation ("Shasta"); Air Support Resources, LLC, a Florida limited liability company ("Air Support"); and Cydney Realty, Inc., a West Virginia corporation ("Cydney Realty").

Parties and Jurisdiction

1. The Plaintiff, United, is, and was at all times relevant hereto, a West Virginia banking corporation, duly licensed to do business as a banking institution in the State of West Virginia.

2. Upon information and belief, Defendant C. E. White is a resident of Kanawha County, West Virginia.

3. Upon information and belief, Defendant Blair White is a resident of Kanawha County, West Virginia.

4. Upon information and belief, Defendant Glenn Runyan is a resident of the State of Georgia.

5. Defendant KBW was at all times relevant hereto organized as a corporation under the laws of the State of West Virginia, with its principal office located in Kanawha County, West Virginia.

6. Defendant Clendenin Place was at all times relevant hereto organized as a corporation under the laws of the State of West Virginia, with its principal office located in Kanawha County, West Virginia.

7. Defendant White Dodge was at all times relevant hereto organized as a corporation under the laws of the State of West Virginia, with its principal office located in Kanawha County, West Virginia.

8. Upon information and belief, Defendant Shasta was at all times relevant hereto organized as a corporation under the laws of the State of Florida, with its principal office located in Broward County, Florida.

9. Upon information and belief, Defendant Air Support was at all times relevant hereto organized as a limited liability company under the laws of the State of Florida, with its principal office located in Broward County, Florida.

10. Defendant Cydney Realty was at all times relevant hereto organized as a corporation under the laws of the State of West Virginia, with its principal office located in Kanawha County, West Virginia.

11. This Court has jurisdiction over Plaintiff's claims and venue is proper in this Court.

COUNT I – Breach of Contract (White Note 1)

12. Paragraphs 1 through 11 of this Complaint are hereby re-alleged and incorporated as if fully set forth herein.

13. On or about August 24, 2000, Plaintiff made a loan to C. E. White in the amount of One Hundred Seventy-Eight Thousand, One Hundred Twenty-Three and 68/100 dollars (\$178,123.68), as evidenced by that certain Universal Note and Security Agreement, dated August 24, 2000, made payable by C. E. White to Plaintiff in the principal sum of One Hundred Seventy-Eight Thousand, One Hundred Twenty-Three and 68/100 dollars (\$178,123.68) ("C. E. White Note 1"). A copy of C. E. White Note 1 is attached hereto as Exhibit 1 and incorporated herein by reference.

14. Plaintiff and C. E. White amended C. E. White Note 1 pursuant to that certain Amendment to Promissory Note, effective as of August 24, 2005 (the "First Amendment to C. E. White Note 1" and together with C. E. White Note 1, "White Note 1"). A copy of the First Amendment to C. E. White Note 1 is attached hereto as Exhibit 2 and incorporated herein by reference.

15. Contrary to the terms of White Note 1, C. E. White has failed to make the required payments to Plaintiff and is in default under the terms of White Note 1.

16. By letter dated on or about November 25, 2013, Plaintiff demanded payment of all outstanding amounts owed under White Note 1. C. E. White failed to make the payments as required and demanded by Plaintiff.

17. Pursuant to the terms of White Note 1, C. E. White owes Plaintiff the amount of \$94,724.72 in principal, \$120.00 in late fees and \$2,330.90 in accrued interest as of February 21, 2014, plus interest which continues to accrue on the outstanding principal balance of White Note 1 at \$10.5250 per diem.

COUNT II – Breach of Contract (White Note 2)

18. Paragraphs 1 through 17, including each subpart, of this Complaint are hereby re-alleged and incorporated as if fully set forth herein.

19. On or about June 20, 2002, Plaintiff made a loan to C. E. White in the amount of Six Hundred Thousand and 00/100 dollars (\$600,000.00), as evidenced by that certain Promissory Note, dated June 20, 2002, made payable by C. E. White to Plaintiff in the principal sum of Six

Hundred Thousand and 00/100 dollars (\$600,000.00) ("White Note 2"). A copy of White Note 2 is attached hereto as Exhibit 3 and incorporated herein by reference.

20. Contrary to the terms of White Note 2, C. E. White has failed to make the required payments to Plaintiff and is in default pursuant to the terms of White Note 2.

21. By letter dated on or about November 25, 2013, Plaintiff demanded payment of all outstanding amounts owed pursuant to White Note 2. C. E. White failed to make the payments as required and demanded by Plaintiff.

22. Pursuant to the terms of White Note 2, C. E. White owes Plaintiff the amount of \$78,960.56 in principal and \$1,895.05 in accrued interest as of February 21, 2014, plus interest which continues to accrue on the outstanding principal balance of White Note 2 at \$8.7734 per diem.

COUNT III – Breach of Contract (KBW Note)

23. Paragraphs 1 through 22 of this Complaint are hereby re-alleged and incorporated as if fully set forth herein.

24. On or about March 15, 2004, Plaintiff made a loan to KBW in the amount of Seven Hundred and Forty-Seven Thousand Three Hundred Eight and 31/100 dollars (\$747,308.31), as evidenced by that certain Promissory Note, dated March 15, 2004, made payable by KBW to Plaintiff in the principal sum of Seven Hundred and Forty-Seven Thousand Three Hundred Eight and 31/100 dollars (\$747,308.31) ("KBW Note 1"). A copy of KBW Note 1 is attached hereto as Exhibit 4 and incorporated herein by reference.

25. On or about July 15, 2008, Plaintiff and KBW amended KBW Note 1 pursuant to that certain Allonge to Note, dated July 15, 2008 (the "First Amendment to KBW Note 1") . A copy of the First Amendment to KBW Note 1 is attached hereto as Exhibit 5 and incorporated herein by reference.

26. On or about August 15, 2008, Plaintiff and KBW amended KBW Note 1 pursuant to that certain Allonge to Note, dated August 15, 2008 (the "Second Amendment to KBW Note 1"). A copy of the Second Amendment to KBW Note 1 is attached hereto as Exhibit 6 and incorporated herein by reference.

27. Effective as of September 15, 2011, Plaintiff and KBW amended KBW Note 1 pursuant to that certain Amendment to Promissory Note, effective as of September 15, 2011 (the "Third Amendment to KBW Note 1"). A copy of the Third Amendment to KBW Note 1 is attached hereto as Exhibit 7 and incorporated herein by reference.

28. Contrary to the terms of KBW Note 1, the First Amendment to KBW Note 1, the Second Amendment to KBW Note 1 and the Third Amendment to KBW Note 1 (collectively, the "KBW Note"), KBW has failed to make the required payments to Plaintiff and is in default pursuant to the terms of the KBW Note.

29. By letter dated on or about November 25, 2013, Plaintiff demanded payment of all outstanding amounts owed pursuant to the terms of the KBW Note. KBW failed to make the payments as required and demanded by Plaintiff.

30. Pursuant to the terms of the KBW Note, KBW owes Plaintiff the amount of \$401,940.05 in principal, \$1,017.28 in late fees and \$11,237.80 in accrued interest as of February

21, 2014, plus interest which continues to accrue on the outstanding principal balance of the KBW Note at \$44.6600 per diem.

COUNT IV– Breach of Contract (White Note 3)

31. Paragraphs 1 through 30 of this Complaint are hereby re-alleged and incorporated as if fully set forth herein.

32. On or about March 15, 2004, Plaintiff made a loan to C. E. White in the amount of One Hundred Eighty Six Thousand Nine Hundred Forty-Four and 86/100 dollars (\$186,944.86), as evidenced by that certain Promissory Note, dated March 15, 2004, made payable by C. E. White to Plaintiff in the principal sum of One Hundred Eighty Six Thousand Nine Hundred Forty-Four and 86/100 dollars (\$186,944.86) (“C. E. White Note 3”). A copy of C. E. White Note 3 is attached hereto as Exhibit 8 and incorporated herein by reference.

33. On or about February 15, 2009, Plaintiff and C. E. White amended C. E. White Note 3 pursuant to that certain Amendment to Promissory Note, dated as of February 15, 2009 (the “First Amendment to C. E. White Note 3”). A copy of the First Amendment to White Note 3 is attached hereto as Exhibit 9 and incorporated herein by reference.

34. On or about May 31, 2010, Plaintiff and C. E. White amended C. E. White Note 3 pursuant to that certain Amendment to Promissory Note, dated as of May 31, 2010 (the “Second Amendment to C. E. White Note 3”). A copy of the Second Amendment to White Note 3 is attached hereto as Exhibit 10 and incorporated herein by reference.

35. Plaintiff and C. E. White amended C. E. White Note 3 pursuant to that certain Third Amendment to Promissory Note, effective as of September 25, 2010 (the “Third Amendment

to C. E. White Note 3"). A copy of the Third Amendment to White Note 3 is attached hereto as Exhibit 11 and incorporated herein by reference.

36. Contrary to the terms of C. E. White Note 3, the First Amendment to C. E. White Note 3, the Second Amendment to C. E. White Note 3 and the Third Amendment to C. E. White Note 3 (collectively, "White Note 3"), C. E. White has failed to make the required payments to Plaintiff and is in default pursuant to the terms of White Note 3.

37. By letter dated on or about November 25, 2013, Plaintiff demanded payment of all outstanding amounts owed pursuant to the terms of White Note 3. C. E. White failed to make the payments as required and demanded by Plaintiff.

38. Pursuant to the terms of White Note 3, C. E. White owes Plaintiff the amount of \$169,047.76 in principal, \$128.40 in late fees and \$3,626.35 in accrued interest as of February 21, 2014, plus interest which continues to accrue on the outstanding principal balance of White Note 3 at \$18.7831 per diem.

COUNT V – Breach of Contract (Blair White Note 1)

39. Paragraphs 1 through 38 of this Complaint are hereby re-alleged and incorporated as if fully set forth herein.

40. On or about August 27, 2004, Plaintiff made a loan to Blair White in the amount of One Hundred Ninety Thousand and 00/100 dollars (\$190,000.00), as evidenced by that certain Promissory Note dated August 27, 2004, made payable by Blair White to Plaintiff in the principal sum of One Hundred Ninety Thousand and 00/100 dollars (\$190,000.00) ("B. White Note

1”). A true and accurate copy of B. White Note 1 is attached hereto as Exhibit 12 and incorporated herein by reference.

41. On or about August 23, 2007, Plaintiff and Blair White modified B. White Note 1 pursuant to that certain Debt Modification Agreement, dated August 23, 2007 (the “First Amendment to B. White Note 1”). A copy of the First Amendment to B. White Note 1 is attached hereto as Exhibit 13 and incorporated herein by reference.

42. On or about September 30, 2008, Plaintiff and Blair White modified B. White Note 1 pursuant to that certain Allonge to Note, dated September 30, 2008 (the “Second Amendment to B. White Note 1”). A copy of the Second Amendment to B. White Note 1 is attached hereto as Exhibit 14 and incorporated herein by reference.

43. Contrary to the terms of B. White Note 1, the First Amendment to B. White Note 1 and the Second Amendment to B. White Note 1 (collectively, “Blair White Note 1”), Blair White has failed to make the required payments to Plaintiff and is in default pursuant to the terms of the terms of Blair White Note 1.

44. By letter dated on or about November 25, 2013, Plaintiff demanded payment of all outstanding amounts owed pursuant to the terms of Blair White Note 1. Blair White failed to make the payments as required and demanded by Plaintiff.

45. Pursuant to the terms of Blair White Note 1, Blair White owes Plaintiff the amount of \$1,307.22 in principal, \$605.31 in late fees and \$32.02 in accrued interest as of February 21, 2014, plus interest which continues to accrue on the outstanding principal balance of Blair White Note 1 at \$0.1180 per diem.

COUNT VI – Breach of Contract (White Note 4)

46. Paragraphs 1 through 45 of this Complaint are hereby re-alleged and incorporated as if fully set forth herein.

47. On or about August 23, 2006, Plaintiff made a loan to C. E. White in the amount of Four Million Four Hundred Twenty Thousand Sixty-One and 00/100 dollars (\$4,420,061.00), as evidenced by that certain Promissory Note dated August 23, 2006, made payable by Clarence E. White to Plaintiff in the principal sum of Four Million Four Hundred Twenty Thousand Sixty-One and 00/100 dollars (\$4,420,061.00) (“C. E. White Note 4”). A copy of C. E. White Note 4 is attached hereto as Exhibit 15 and incorporated herein by reference.

48. Plaintiff and C. E. White amended C. E. White Note 4 pursuant to that certain Amendment to Promissory Note, effective as of August 23, 2011 (the “First Amendment to C. E. White Note 4”). A copy of the First Amendment to C. E. White Note 4 is attached hereto as Exhibit 16 and incorporated herein by reference.

49. Plaintiff and C. E. White amended C. E. White Note 4 pursuant to that certain Second Amendment to Promissory Note, effective as of December 23, 2012 (the “Second Amendment to C. E. White Note 4”). A copy of the Second Amendment to C. E. White Note 4 is attached hereto as Exhibit 17 and incorporated herein by reference.

50. Plaintiff and C. E. White amended C. E. White Note 4 pursuant to that certain Third Amendment to Promissory Note, effective as of March 23, 2013 (the “Third Amendment to C. E. White Note 4”). A copy of the Third Amendment to C. E. White Note 4 is attached hereto as Exhibit 18 and incorporated herein by reference.

51. Contrary to the terms of C. E. White Note 4, the First Amendment to C. E. White Note 4, the Second Amendment to C. E. White Note 4 and the Third Amendment to C. E. White Note 4 (collectively, "White Note 4"), C. E. White has failed to make the required payments to Plaintiff and is in default pursuant to the terms of White Note 4.

52. By letter dated on or about November 25, 2013, Plaintiff demanded payment of all outstanding amounts owed pursuant to the terms of White Note 4. C. E. White failed to make the payments as required and demanded by Plaintiff.

53. Pursuant to the terms of White Note 4, C. E. White owes Plaintiff the amount of \$4,175,170.20 in principal, \$700.00 in late fees and \$112,729.59 in accrued interest as of February 21, 2014, plus interest which continues to accrue on the outstanding principal balance of White Note 4 at \$463.9078 per diem.

COUNT VII – Breach of Contract (Shasta Aviation Note 1)

54. Paragraphs 1 through 53 of this Complaint are hereby re-alleged and incorporated as if fully set forth herein.

55. On or about October 25, 2011, Plaintiff made a loan to C. E. White, Blair White and Glenn Runyan in the amount of Two Million Two Hundred Fifty Nine Thousand Eight Hundred Seventy-One and 13/100 Dollars (\$2,259,871.13), as evidenced by that certain Promissory Note, dated October 25, 2011, made payable by C. E. White, Blair White and Glenn Runyan to Plaintiff in the principal sum of Two Million Two Hundred Fifty Nine Thousand Eight Hundred Seventy-One and 13/100 Dollars (\$2,259,871.13) ("Shasta Note 1"). A copy of Shasta Note 1 is attached hereto as Exhibit 19 and incorporated herein by reference.

56. On or about June 30, 2012, Plaintiff and C. E. White, Blair White and Glenn Runyan modified Shasta Note 1 pursuant to that certain Debt Modification Agreement, dated June 30, 2012 (the “First Amendment to Shasta Note 1”). A copy of the First Amendment to Shasta Note 1 is attached hereto as Exhibit 20 and incorporated herein by reference.

57. On or about September 30, 2012, Plaintiff and C. E. White, Blair White and Glenn Runyan modified Shasta Note 1 pursuant to that certain Debt Modification Agreement, dated September 30, 2012 (the “Second Amendment to Shasta Note 1”). A copy of the Second Amendment to Shasta Note 1 is attached hereto as Exhibit 21 and incorporated herein by reference.

58. On or about December 30, 2012, Plaintiff and C. E. White, Blair White and Glenn Runyan amended Shasta Note 1 pursuant to that certain Change In Terms Agreement, dated December 30, 2012 (the “Third Amendment to Shasta Note 1”). A copy of the Third Amendment to Shasta Note 1 is attached hereto as Exhibit 22 and incorporated herein by reference.

59. On or about June 30, 2013, Plaintiff and C. E. White, Blair White and Glenn Runyan amended Shasta Note 1 pursuant to that certain Amendment to Promissory Note, dated June 30, 2013 (the “Fourth Amendment to Shasta Note 1”). A copy of the Fourth Amendment to Shasta Note 1 is attached hereto as Exhibit 23 and incorporated herein by reference.

60. Contrary to the terms of Shasta Note 1, the First Amendment to Shasta Note 1, the Second Amendment to Shasta Note 1, the Third Amendment to Shasta Note 1 and the Fourth Amendment to Shasta Note 1 (collectively, “Shasta Aviation Note 1”), C. E. White, Blair White and Glenn Runyan have failed to make the required payments to Plaintiff and are in default pursuant to the terms of Shasta Aviation Note 1.

61. By letter dated on or about January 31, 2014, Plaintiff demanded payment of all outstanding amounts owed pursuant to the terms of Shasta Aviation Note 1. C. E. White, Blair White and Glenn Runyan failed to make the payments as required and demanded by Plaintiff.

62. Pursuant to the terms of Shasta Aviation Note 1, C. E. White, Blair White and Glenn Runyan owe Plaintiff the amount of \$2,230,926.03 in principal, \$200.00 in late fees and \$73,124.80 in accrued interest as of February 21, 2014, plus interest which continues to accrue on the outstanding principal balance of Shasta Aviation Note 1 at \$309.8508 per diem.

COUNT VIII – Breach of Contract (White Note 5)

63. Paragraphs 1 through 62 of this Complaint are hereby re-alleged and incorporated as if fully set forth herein.

64. On or about January 26, 2007, Plaintiff made a loan to C. E. White in the amount of Seven Hundred Thousand and 00/100 dollars (\$700,000.00), as evidenced by that certain Promissory Note, dated January 26, 2007, made payable by Clarence E. White to Plaintiff in the principal sum of Seven Hundred Thousand and 00/100 dollars (\$700,000.00) (“C. E. White Note 5”). A copy of C. E. White Note 5 is attached hereto as Exhibit 24 and incorporated herein by reference.

65. Plaintiff and C. E. White amended C. E. White Note 5 pursuant to that certain Amendment to Promissory Note, effective as of January 26, 2008 (the “First Amendment to C. E. White Note 5”). A copy of the First Amendment to C. E. White Note 5 is attached hereto as Exhibit 25 and incorporated herein by reference.

66. Plaintiff and C. E. White amended C. E. White Note 5 pursuant to that certain Second Amendment to Promissory Note, effective as of December 23, 2012 (the “Second Amendment to C. E. White Note 5”). A copy of the Second Amendment to C. E. White Note 5 is attached hereto as Exhibit 26 and incorporated herein by reference.

67. Plaintiff and C. E. White amended C. E. White Note 5 pursuant to that certain Third Amendment to Promissory Note (the “Third Amendment to C. E. White Note 5”). A copy of the Third Amendment to C. E. White Note 5 is attached hereto as Exhibit 27 and incorporated herein by reference.

68. Contrary to the terms of C. E. White Note 5, the First Amendment to C. E. White Note 5, the Second Amendment to C. E. White Note 5 and the Third Amendment to C. E. White Note 5 (collectively, “White Note 5”), C. E. White has failed to make the required payments to Plaintiff and is in default pursuant to the terms of White Note 5.

69. By letter dated on or about November 25, 2013, Plaintiff demanded payment of all outstanding amounts owed pursuant to the terms of White Note 5. C. E. White failed to make the payments as required and demanded by Plaintiff.

70. Pursuant to the terms of White Note 5, C. E. White owes Plaintiff the amount of \$697,697.58 in principal and \$18,837.84 in accrued interest as of February 21, 2014, plus interest which continues to accrue on the outstanding principal balance of White Note 5 at \$77.5220 per diem.

COUNT IX – Breach of Contract (White Note 6)

71. Paragraphs 1 through 70 of this Complaint are hereby re-alleged and incorporated as if fully set forth herein.

72. On or about June 27, 2008, Plaintiff made a loan to C. E. White in the amount of Two Million Two Hundred Twenty-Five Thousand and 00/100 dollars (\$2,225,000.00), as evidenced by that certain Promissory Note, dated June 27, 2008, made payable by C. E. White to Plaintiff in the principal sum of Two Million Two Hundred Twenty-Five Thousand and 00/100 dollars (\$2,225,000.00) ("C. E. White Note 6"). A copy of C. E. White Note 6 is attached hereto as Exhibit 28 and incorporated herein by reference.

73. On or about July 27, 2009, Plaintiff and C. E. White amended C. E. White Note 6 pursuant to that certain Amendment to Promissory Note, dated July 27, 2009 (the "First Amendment to C. E. White Note 6"). A copy of the First Amendment to C. E. White Note 6 is attached hereto as Exhibit 29 and incorporated herein by reference.

74. Plaintiff and C. E. White amended C. E. White Note 6 pursuant to that certain Second Amendment to Promissory Note, effective as of August 23, 2011 (the "Second Amendment to C. E. White Note 6"). A copy of the Second Amendment to C. E. White Note 6 is attached hereto as Exhibit 30 and incorporated herein by reference.

75. Plaintiff and C. E. White amended C. E. White Note 6 pursuant to that certain Third Amendment to Promissory Note, effective as of December 23, 2012 (the "Third Amendment to C. E. White Note 6"). A copy of the Third Amendment to C. E. White Note 6 is attached hereto as Exhibit 31 and incorporated herein by reference.

76. Plaintiff and C. E. White amended C. E. White Note 6 pursuant to that certain Fourth Amendment to Promissory Note, effective as of March 23, 2013 (the “Fourth Amendment to C. E. White Note 6”). A copy of the Fourth Amendment to C. E. White Note 6 is attached hereto as Exhibit 32 and incorporated herein by reference.

77. Contrary to the terms of C. E. White Note 6, the First Amendment to C. E. White Note 6, the Second Amendment to C. E. White Note 6, the Third Amendment to C. E. White Note 6 and the Fourth Amendment to C. E. White Note 6 (collectively, “White Note 6”), C. E. White has failed to make the required payments to Plaintiff and is in default pursuant to the terms of White Note 6.

78. By letter dated on or about November 25, 2013, Plaintiff demanded payment of all outstanding amounts owed pursuant to the terms of White Note 6. C. E. White failed to make the payments as required and demanded by Plaintiff.

79. Pursuant to the terms of White Note 6, C. E. White owes Plaintiff the amount of \$2,225,000.01 in principal, \$700.00 in late fees and \$60,075.00 in accrued interest as of February 21, 2014, plus interest which continues to accrue on the outstanding principal balance of White Note 6 at \$247.2222 per diem.

COUNT X – Breach of Contract (White Note 7)

80. Paragraphs 1 through 79 of this Complaint are hereby re-alleged and incorporated as if fully set forth herein.

81. On or about September 19, 2008, Plaintiff made a loan to C. E. White in the amount of Five Hundred Thousand and 00/100 dollars (\$500,000.00), as evidenced by that certain

Promissory Note dated September 19, 2008, made payable by C. E. White to Plaintiff in the principal sum of Five Hundred Thousand and 00/100 dollars (\$500,000.00) ("C. E. White Note 7"). A copy of the C. E. White Note 7 is attached hereto as Exhibit 33 and incorporated herein by reference.

82. On or about September 19, 2009, Plaintiff and C. E. White amended C. E. White Note 7, pursuant to that certain Amendment to Promissory Note, dated September 19, 2009 (the "First Amendment to C. E. White Note 7"). A copy of the First Amendment to C. E. White Note 7 is attached hereto as Exhibit 34 and incorporated herein by reference.

83. On or about May 31, 2010, Plaintiff and C. E. White amended C. E. White Note 7 pursuant to that certain Amendment to Promissory Note, dated May 31, 2010 (the "Second Amendment to C. E. White Note 7"). A copy of the Second Amendment to C. E. White Note 7 is attached hereto as Exhibit 35 and incorporated herein by reference.

84. Plaintiff and C. E. White amended C. E. White Note 7 pursuant to that certain Third Amendment to Promissory Note, effective as of May 31, 2010 (the "Third Amendment to C. E. White Note 7"). A copy of the Third Amendment to C. E. White Note 7 is attached hereto as Exhibit 36 and incorporated herein by reference.

85. Contrary to the terms of C. E. White Note 7, the First Amendment to C. E. White Note 7, the Second Amendment to C. E. White Note 7 and the Third Amendment to C. E. White Note 7 (collectively, "White Note 7"), C. E. White is in default pursuant to the terms of White Note 7.

86. By letter dated on or about November 25, 2013, Plaintiff demanded payment of all outstanding amounts owed pursuant to the terms of White Note 7. C. E. White failed to make the payments as required and demanded by Plaintiff.

87. Pursuant to the terms of White Note 7, C. E. White owes Plaintiff the amount of \$463,748.84 in principal, \$51.85 in late fees and \$568.02 in accrued interest as of February 21, 2014, plus interest which continues to accrue on the outstanding principal balance of White Note 7 at \$51.6376 per diem.

COUNT XI – Breach of Contract (White Note 8)

88. Paragraphs 1 through 87 of this Complaint are hereby re-alleged and incorporated as if fully set forth herein.

89. On or about February 4, 2009, Plaintiff made a loan to C. E. White in the amount of Five Hundred Thousand and 00/100 dollars (\$500,000.00), as evidenced by that certain Promissory Note, dated February 4, 2009, made payable by C. E. White to Plaintiff in the principal sum of Five Hundred Thousand and 00/100 dollars (\$500,000.00) (“C. E. White Note 8”). A copy of C. E. White Note 8 is attached hereto as Exhibit 37 and incorporated herein by reference.

90. On or about February 4, 2010, Plaintiff and C. E. White amended C. E. White Note 8 pursuant to that certain Amendment to Promissory Note, dated February 4, 2010 (the “First Amendment to C. E. White Note 8”). A copy of the First Amendment to C. E. White Note 8 is attached hereto as Exhibit 38 and incorporated herein by reference.

91. On or about May 31, 2010, Plaintiff and C. E. White amended C. E. White Note 8 pursuant to that certain Amendment to Promissory Note, dated May 31, 2010 (the “Second

Amendment to C. E. White Note 8”). A copy of the Second Amendment to C. E. White Note 8 is attached hereto as Exhibit 39 and incorporated herein by reference.

92. Plaintiff and C. E. White amended C. E. White Note 8 pursuant to that certain Second Amendment to Promissory Note, effective as of May 31, 2010 (the “Third Amendment to C. E. White Note 8”). A copy of the Third Amendment to C. E. White Note 8 is attached hereto as Exhibit 40 and incorporated herein by reference.

93. Contrary to the terms of C. E. White Note 8, the First Amendment to C. E. White Note 8, the Second Amendment to C. E. White Note 8 and the Third Amendment to C. E. White Note 8 (collectively, “White Note 8”), C. E. White is in default pursuant to the terms of White Note 8.

94. By letter dated on or about November 25, 2013, Plaintiff demanded payment of all outstanding amounts owed pursuant to the terms of White Note 8. C. E. White failed to make the payments as required and demanded by Plaintiff.

95. Pursuant to the terms of White Note 8, C. E. White owes Plaintiff the amount of \$472,198.78 in principal and \$578.36 in accrued interest as of February 21, 2014, plus interest which continues to accrue on the outstanding principal balance of White Note 8 at \$52.5785 per diem.

COUNT XII – Breach of Contract (Shasta Aviation Note 2)

96. Paragraphs 1 through 95 of this Complaint are hereby re-alleged and incorporated as if fully set forth herein.

97. On or about March 27, 2013, Plaintiff made a loan to C. E. White, Blair White and Glenn Runyan in the amount of Sixty Thousand and 00/100 dollars (\$60,000.00), as evidenced by that certain Commercial Promissory Note, dated March 27, 2013, made payable by C. E. White, Blair White and Glenn Runyan to Plaintiff in the principal sum of Sixty Thousand and 00/100 dollars (\$60,000.00) (“Shasta Note 2”). A copy of Shasta Note 2 is attached hereto as Exhibit 41 and incorporated herein by reference.

98. Contrary to the terms of Shasta Note 2, C. E. White, Blair White and Glenn Runyan are in default pursuant to the terms of Shasta Note 2.

99. By letter dated on or about November 25, 2013, Plaintiff demanded payment of all outstanding amounts owed pursuant to the terms of Shasta Note 2. C. E. White, Blair White and Glenn Runyan failed to make the payments as required and demanded by Plaintiff.

100. Pursuant to the terms of Shasta Note 2, C. E. White, Blair White and Glenn Runyan owe Plaintiff the amount of \$60,000.00 in principal, \$90.00 in late fees and \$1,991.67 in accrued interest as of February 21, 2014, plus interest which continues to accrue on the outstanding principal balance of Shasta Note 2 at \$8.3333 per diem.

COUNT XIII – Breach of Contract (2004 C. E. White Guaranty)

101. Paragraphs 1 through 100 of this Complaint are hereby re-alleged and incorporated as if fully set forth herein.

102. On or about August 27, 2004, C. E. White executed that certain Guaranty, dated August 27, 2004 (the “2004 C. E. White Guaranty”), pursuant to which C. E. White guaranteed to Plaintiff the payment and performance of each and every debt, as further described therein, whether then existing or created or incurred in the future, of Blair White to Plaintiff. A copy the 2004 C. E. White Guaranty is attached hereto as Exhibit 42 and incorporated herein by reference.

103. Pursuant to the terms of the 2004 C. E. White Guaranty, C. E. White owes Plaintiff all principal, accrued interest, attorneys’ fees and collection costs, arising under Blair White Note 1, Shasta Note 1 and Shasta Note 2.

104. Pursuant to the terms of the 2004 C. E. White Guaranty, C. E. White owes Plaintiff the amount of \$2,292,233.25 in principal, \$895.31 in late fees and \$75,148.49 in accrued interest as of February 21, 2014, plus interest which continues to accrue on the outstanding principal balance of Blair White Note 1, Shasta Note 1 and Shasta Note 2 at the interest rates set forth in each note, plus attorneys’ fees and collection costs.

COUNT XIV – Breach of Contract (2006 Shasta Guaranty)

105. Paragraphs 1 through 104 of this Complaint are hereby re-alleged and incorporated as if fully set forth herein.

106. On or about October 31, 2006, Shasta executed that certain Guaranty, dated October 31, 2006 (the “2006 Shasta Guaranty”), pursuant to which Shasta guaranteed to Plaintiff the payment and performance of each and every debt, as further described therein, whether then existing or created or incurred in the future, of Blair White, Glenn Runyan and C. E. White to Plaintiff. A copy the 2006 Shasta Guaranty is attached hereto as Exhibit 43 and incorporated herein by reference.

107. Pursuant to the terms of the 2006 Shasta Guaranty, Shasta owes Plaintiff all principal, accrued interest, attorneys’ fees and collection costs, arising under (a) White Note 1, (b) White Note 2, (c) White Note 3, (d) White Note 4, (e) Shasta Note 1, (f) White Note 5, (g) White Note 6, (h) White Note 7, (i) White Note 8, (j) Shasta Note 2 (the foregoing notes are collectively referred to herein as, the “Notes”) and Blair White Note 1.

108. Pursuant to the terms of the 2006 Shasta Guaranty, Shasta owes Plaintiff the amount of \$10,668,781.70 in principal, \$2,595.56 in late fees and \$275,789.60 in accrued interest as of February 21, 2014, plus interest which continues to accrue on the outstanding principal balances of each of the Notes and Blair White Note 1 at the interest rates set forth in each note, plus attorneys’ fees and collection costs.

COUNT XV – Breach of Contract (2006 Air Support Guaranty)

109. Paragraphs 1 through 108 of this Complaint are hereby re-alleged and incorporated as if fully set forth herein.

110. On or about October 31, 2006, Air Support executed that certain Guaranty, dated October 31, 2006 (the “2006 Air Support Guaranty”), pursuant to which Air Support

guaranteed to Plaintiff the payment and performance of each and every debt, as further described therein, whether then existing or created or incurred in the future, of Blair White, Glenn Runyan and C. E. White to Plaintiff. A copy of the 2006 Air Support Guaranty is attached hereto as Exhibit 44 and incorporated herein by reference.

111. Pursuant to the terms of the 2006 Air Support Guaranty, Air Support owes Plaintiff all principal, accrued interest, attorneys' fees and collection costs, arising under the Notes and Blair White Note 1.

112. Pursuant to the terms of the 2006 Air Support Guaranty, Air Support owes Plaintiff the amount of \$10,668,781.70 in principal, \$2,595.56 in late fees and \$275,789.60 in accrued interest as of February 21, 2014, plus interest which continues to accrue on the outstanding principal balance of the Notes and Blair White Note 1 at the interest rates set forth in each note, plus attorneys' fees and collection costs.

COUNT XVI – Breach of Contract (2006 Cydney Realty Guaranty)

113. Paragraphs 1 through 112 of this Complaint are hereby re-alleged and incorporated as if fully set forth herein.

114. On or about November 6, 2006, Cydney Realty executed that certain Guaranty, dated November 6, 2006 (the "2006 Cydney Realty Guaranty"), pursuant to which Cydney Realty guaranteed to Plaintiff the payment and performance of each and every debt, as further described therein, whether then existing or created or incurred in the future, of Blair White, Glenn Runyan and C. E. White to Plaintiff. A copy the 2006 Cydney Realty Guaranty is attached hereto as Exhibit 45 and incorporated herein by reference.

115. Pursuant to the terms of the 2006 Cydney Realty Guaranty, Cydney Realty owes Plaintiff all principal, accrued interest, attorneys' fees and collection costs, arising under the Notes and Blair White Note 1.

116. Pursuant to the terms of the 2006 Cydney Realty Guaranty, Cydney Realty owes Plaintiff the amount of \$10,668,781.70 in principal, \$2,595.56 in late fees and \$275,789.60 in accrued interest as of February 21, 2014, plus interest which continues to accrue on the outstanding principal balances of each of the Notes and Blair White Note 1 at the interest rates set forth in each note, plus attorneys' fees and collection costs.

COUNT XVII – Breach of Contract (2006 KBW Guaranty)

117. Paragraphs 1 through 116 of this Complaint are hereby re-alleged and incorporated as if fully set forth herein.

118. On or about November 6, 2006, KBW executed that certain Guaranty, dated November 6, 2006 (the "2006 KBW Guaranty"), pursuant to which KBW guaranteed to Plaintiff the payment and performance of each and every debt, as further described therein, whether then existing or created or incurred in the future, of Blair White, Glenn Runyan and C. E. White to Plaintiff. A copy the 2006 KBW Guaranty is attached hereto as Exhibit 46 and incorporated herein by reference.

119. Pursuant to the terms of the 2006 KBW Guaranty, KBW owes Plaintiff all principal, accrued interest, attorneys' fees and collection costs, arising under the Notes and Blair White Note 1.

120. Pursuant to the terms of the 2006 KBW Guaranty, KBW owes Plaintiff the amount of \$10,668,781.70 in principal, \$2,595.56 in late fees and \$275,789.60 in accrued interest as of February 21, 2014, plus interest which continues to accrue on the outstanding principal balances of each of the Notes and Blair White Note 1 at the interest rates set forth in each note, plus attorneys' fees and collection costs.

COUNT XVIII – Breach of Contract (2008 KBW Guaranty)

121. Paragraphs 1 through 120 of this Complaint are hereby re-alleged and incorporated as if fully set forth herein.

122. On or about September 19, 2008, KBW executed that certain Guaranty, dated September 19, 2008 (the "2008 KBW Guaranty"), pursuant to which KBW guaranteed to Plaintiff the payment and performance of each and every debt, as further described therein, whether then existing or created or incurred in the future, of C. E. White to Plaintiff. A copy the 2008 KBW Guaranty is attached hereto as Exhibit 47 and incorporated herein by reference.

123. Pursuant to the terms of the 2008 KBW Guaranty, KBW owes Plaintiff all principal, accrued interest, attorneys' fees and collection costs, arising under the Notes.

124. Pursuant to the terms of the 2008 KBW Guaranty, KBW owes Plaintiff the amount of \$10,667,474.48 in principal, \$1,990.25 in late fees and \$275,757.58 in accrued interest as of February 21, 2014, plus interest which continues to accrue on the outstanding principal balance of the Notes at the interest rate set forth in each note, plus attorneys' fees and collection costs.

COUNT XIX – Breach of Contract (2009 KBW Guaranty)

125. Paragraphs 1 through 124 of this Complaint are hereby re-alleged and incorporated as if fully stated verbatim herein.

126. On or about February 4, 2009, KBW executed that certain Guaranty, dated February 4, 2009 (the “2009 KBW Guaranty”), pursuant to which KBW guaranteed to Plaintiff the payment and performance of each and every debt, as further described therein, whether then existing or created or incurred in the future, of C. E. White to Plaintiff. A copy the 2009 KBW Guaranty is attached hereto as Exhibit 48 and incorporated herein by reference.

127. Pursuant to the terms of the 2009 KBW Guaranty, KBW owes Plaintiff all principal, accrued interest, attorneys’ fees and collection costs, arising under the Notes.

128. Pursuant to the terms of the 2009 KBW Guaranty, KBW owes Plaintiff the amount of \$10,667,474.48 in principal, \$1,990.25 in late fees and \$275,757.58 in accrued interest as of February 21, 2014, plus interest which continues to accrue on the outstanding principal balance of the Notes at the interest rate set forth in each note, plus attorneys’ fees and collection costs.

COUNT XX – Breach of Contract (2013 KBW Guaranty)

129. Paragraphs 1 through 128 of this Complaint are hereby re-alleged and incorporated as if fully set forth herein.

130. On or about March 27, 2013, KBW executed that certain Guaranty, dated March 27, 2013 (the “2013 KBW Guaranty”), pursuant to which KBW guaranteed to Plaintiff the payment and performance of all Obligations, as further described therein, whether then existing or

thereafter arising, of Blair White, Glenn Runyan and C. E. White to Plaintiff. A copy the 2013 KBW Guaranty is attached hereto as Exhibit 49 and incorporated herein by reference.

131. Pursuant to the terms of the 2013 KBW Guaranty, KBW owes Plaintiff all principal, accrued interest, attorneys' fees and collection costs.

132. Pursuant to the terms of the 2013 KBW Guaranty, KBW owes Plaintiff the amount of \$10,668,781.70 in principal, \$2,595.56 in late fees and \$275,789.60 in accrued interest as of February 21, 2014, plus interest which continues to accrue on the outstanding principal balances of each of the Notes and Blair White Note 1 at the interest rates set forth in each note, plus attorneys' fees and collection costs.

COUNT XXI – Breach of Contract (2008 Clendenin Place Guaranty)

133. Paragraphs 1 through 132 of this Complaint are hereby re-alleged and incorporated as if fully set forth herein.

134. On or about September 19, 2008, Clendenin Place executed that certain Guaranty, dated September 19, 2008 (the "2008 Clendenin Place Guaranty"), pursuant to which Clendenin Place guaranteed to Plaintiff the payment and performance of each and every debt, as further described therein, whether then existing or created or incurred in the future, of C. E. White to Plaintiff. A copy the 2008 Clendenin Place Guaranty is attached hereto as Exhibit 50 and incorporated herein by reference.

135. Pursuant to the terms of the 2008 Clendenin Place Guaranty, Clendenin Place owes Plaintiff all principal, accrued interest, attorneys' fees and collection costs, arising under the Notes.

136. Pursuant to the terms of the 2008 Clendenin Place Guaranty, Clendenin Place owes Plaintiff the amount of \$10,667,474.48 in principal, \$1,990.25 in late fees and \$275,757.58 in accrued interest as of February 21, 2014, plus interest which continues to accrue on the outstanding principal balance of the Notes at the interest rate set forth in each note, plus attorneys' fees and collection costs.

COUNT XXII – Breach of Contract (2009 Clendenin Place Guaranty)

137. Paragraphs 1 through 136 of this Complaint are hereby re-alleged and incorporated as if fully set forth herein.

138. On or about February 4, 2009, Clendenin Place executed that certain Guaranty, dated February 4, 2009 (the "2009 Clendenin Place Guaranty"), pursuant to which Clendenin Place guaranteed to Plaintiff the payment and performance of each and every debt, as further described therein, whether then existing or created or incurred in the future, of C. E. White to Plaintiff. A copy the 2009 Clendenin Place Guaranty is attached hereto as Exhibit 51 and incorporated herein by reference.

139. Pursuant to the terms of the 2009 Clendenin Place Guaranty, Clendenin Place owes Plaintiff all principal, accrued interest, attorneys' fees and collection costs, arising under the Notes.

140. Pursuant to the terms of the 2009 Clendenin Place Guaranty, Clendenin Place owes Plaintiff the amount of \$10,667,474.48 in principal, \$1,990.25 in late fees and \$275,757.58 in accrued interest as of February 21, 2014, plus interest which continues to accrue on the outstanding

principal balance of the Notes at the interest rate set forth in each note, plus attorneys' fees and collection costs.

COUNT XXIII – Breach of Contract (2009 White Dodge Guaranty)

141. Paragraphs 1 through 140 of this Complaint are hereby re-alleged and incorporated as if fully set forth herein.

142. On or about February 4, 2009, White Dodge executed that certain Guaranty, dated February 4, 2009 (the "2009 White Dodge Guaranty"), pursuant to which White Dodge guaranteed to Plaintiff the payment and performance of each and every debt, as further described therein, whether then existing or created or incurred in the future, of C. E. White to Plaintiff. A copy the 2009 White Dodge Guaranty is attached hereto as Exhibit 52 and incorporated herein by reference.

143. Pursuant to the terms of the 2009 White Dodge Guaranty, White Dodge owes Plaintiff all principal, accrued interest, attorneys' fees and collection costs, arising under the Notes.

144. Pursuant to the terms of the 2009 White Dodge Guaranty, White Dodge owes Plaintiff the amount of \$10,667,474.48 in principal, \$1,990.25 in late fees and \$275,757.58 in accrued interest as of February 21, 2014, plus interest which continues to accrue on the outstanding principal balance of the Notes at the interest rate set forth in each note, plus attorneys' fees and collection costs.

WHEREFORE, Plaintiff respectfully prays that this Court grant it relief against Defendants as follows:

(a) Pursuant to Count I of this Complaint, (i) find that C. E. White is in breach of White Note 1, (ii) find that C. E. White is liable to Plaintiff pursuant to the terms of White Note 1, and (iii) award Plaintiff judgment against C. E. White in the amount of \$94,724.72, plus interest and charges in the amount of \$2,450.90 as of February 21, 2014, plus interest which continues to accrue on the outstanding principal balance of White Note 1 at \$10.5250 per diem until paid; and

(b) Pursuant to Count II of this Complaint, (i) find that C. E. White is in breach of White Note 2, (ii) find that C. E. White is liable to Plaintiff pursuant to the terms of White Note 2, and (iii) award Plaintiff judgment in the amount of \$78,960.56, plus interest and charges in the amount of \$1,895.05 as of February 21, 2014, plus interest which continues to accrue on the outstanding principal balance of White Note 2 at \$8.7734 per diem until paid; and

(c) Pursuant to Count III of this Complaint, (i) find that KBW is in breach of the KBW Note, (ii) find that KBW is liable to Plaintiff pursuant to the terms of the KBW Note, and (iii) award Plaintiff judgment in the amount of \$401,940.05, plus interest and charges in the amount of \$12,255.08 as of February 21, 2014, plus interest which continues to accrue on the outstanding principal balance of the KBW Note at \$44.6600 per diem until paid;

(d) Pursuant to Count IV of this Complaint, (i) find that C. E. White is in breach of White Note 3, (ii) find that C. E. White is liable to Plaintiff pursuant to the terms of White Note 3, and (iii) award Plaintiff judgment in the amount of \$169,047.76, plus interest and charges in the amount of \$3,754.75 as of February 21, 2014, plus interest which continues to accrue on the outstanding principal balance of White Note 3 at \$18.7831 per diem until paid;

(e) Pursuant to the to Count V of this Complaint, (i) find that Blair White is in breach of Blair White Note 1, (ii) find that Blair White is liable to Plaintiff pursuant to the terms of

Blair White Note 1, and (iii) award Plaintiff judgment in the amount of \$1,307.22, plus interest and charges in the amount of \$637.33 as of February 21, 2014, plus interest which continues to accrue on the outstanding principal balance of Blair White Note 1 at \$0.1180 per diem until paid;

(f) Pursuant to Count VI of this Complaint, (i) find that C. E. White is in breach of White Note 4, (ii) find that C. E. White is liable to Plaintiff pursuant to terms of White Note 4, and (iii) award Plaintiff judgment in the amount of \$4,175,170.20, plus interest and charges in the amount of \$113,429.59 as of February 21, 2014, plus interest which continues to accrue on the outstanding principal balance of White Note 4 at \$247.2222 per diem until paid;

(g) Pursuant to Count VII of this Complaint, (i) find that C. E. White, Blair White and Glenn Runyan are in breach of Shasta Note 1, (ii) find that C. E. White, Blair White and Glenn Runyan are liable to Plaintiff pursuant to the terms of Shasta Note 1, and (iii) award Plaintiff judgment in the amount of \$2,230,926.03, plus interest and charges in the amount of \$73,324.80 as of February 21, 2014, plus interest which continues to accrue on the outstanding principal balance of Shasta Note 1 at \$309.8508 per diem until paid;

(h) Pursuant to Count VIII of this Complaint, (i) find that C. E. White is in breach of White Note 5, find that C. E. White is liable to Plaintiff pursuant to the terms of White Note 5, and (iii) award Plaintiff judgment in the amount of \$697,697.58, plus interest and charges in the amount of \$18,837.84 as of February 21, 2014, plus interest which continues to accrue on the outstanding principal balance of White Note 5 at \$77.5220 per diem until paid;

(i) Pursuant to Count IX of this Complaint, (i) find that C. E. White is in breach of White Note 6, (ii) find that C. E. White is liable to Plaintiff pursuant to the terms of White Note 6, and (iii) award Plaintiff judgment in the amount of \$2,225,000.01, plus interest and charges

in the amount of \$60,775.00 as of February 21, 2014, plus interest which continues to accrue on the outstanding principal balance of White Note 6 at \$247.2222 per diem until paid;

(j) Pursuant to Count X of this Complaint, (i) find that C. E. White is in breach of White Note 7, (ii) find that C. E. White is liable to Plaintiff pursuant to the terms of White Note 7, and (iii) award Plaintiff judgment in the amount of \$463,748.84, plus interest and charges in the amount of \$723.14 as of February 21, 2014, plus interest which continues to accrue on the outstanding principal balance of White Note 7 at \$51.6376 per diem until paid;

(k) Pursuant to Count XI of this Complaint, (i) find that C. E. White is in breach of White Note 8, (ii) find that C. E. White is liable to Plaintiff pursuant to the terms of White Note 8, and (iii) award Plaintiff judgment in the amount of \$472,198.78, plus interest and charges in the amount of \$578.36 as of February 21, 2014, plus interest which continues to accrue on the outstanding principal balance of White Note 8 at \$52.5785 per diem until paid;

(l) Pursuant to Count XII of this Complaint, (i) find that C. E. White, Blair White and Glenn Runyan are in breach of Shasta Note 2, (ii) find that C. E. White, Blair White and Glenn Runyan are liable to Plaintiff pursuant to the terms of Shasta Note 2, and (iii) award Plaintiff judgment in the amount of \$60,000.00, plus interest and charges in the amount of \$2,081.67 as of February 21, 2014, plus interest which continues to accrue on the outstanding principal balance of Shasta Note 2 at \$8.3333 per diem until paid;

(m) Pursuant to Count XIII of this Complaint, (i) find that C. E. White is in breach of the 2004 C. E. White Guaranty, (ii) find that C. E. White is liable to Plaintiff pursuant to the terms of the 2004 C. E. White Guaranty, and (iii) award Plaintiff judgment in the amount of \$2,292,233.25, plus interest and charges in the amount of \$76,043.80 as of February 21, 2014, plus

interest which continues to accrue on the outstanding principal balance of Shasta Note 1, Shasta Note 2 and Blair White Note 1 at \$318.3022 per diem until paid;

(n) Pursuant to Count XIV of this Complaint, (i) find that Shasta is in breach of the 2006 Shasta Guaranty, (ii) find that Shasta is liable to Plaintiff under the 2006 Shasta Guaranty, and (iii) award Plaintiff judgment in the amount of \$10,668,781.70, plus interest and charges in the amount of \$278,385.16 as of February 21, 2014, plus interest which continues to accrue on the outstanding principal balance of each of the Notes and Blair White Note 1 at \$1,249.2517 per diem until paid;

(o) Pursuant to Count XV of this Complaint, (i) find that Air Support is in breach of the 2006 Air Support Guaranty, (ii) find that Air Support is liable to Plaintiff pursuant to the terms of the 2006 Air Support Guaranty, and (iii) award Plaintiff judgment in the amount of \$10,668,781.70, plus interest and charges in the amount of \$278,385.16 as of February 21, 2014, plus interest which continues to accrue on the outstanding principal balance of each of the Notes and Blair White Note 1 at \$1,249.2517 per diem until paid;

(p) Pursuant to Count XVI of this Complaint, (i) find that Cydney Realty is in breach of the 2006 Cydney Realty Guaranty, (ii) find that Cydney Realty is liable to Plaintiff pursuant to the terms of the 2006 Cydney Realty Guaranty, and (iii) award Plaintiff judgment in the amount of \$10,668,781.70, plus interest and charges in the amount of \$278,385.16 as of February 21, 2014, plus interest which continues to accrue on the outstanding principal balance of each of the Notes and Blair White Note 1 at \$1,249.2517 per diem until paid;

(q) Pursuant to Count XVII of this Complaint, (i) find that KBW is in breach of the 2006 KBW Guaranty, (ii) find that KBW is liable to Plaintiff pursuant to the terms of the 2006

KBW Guaranty, and (iii) award Plaintiff judgment in the amount of \$10,668,781.70, plus interest and charges in the amount of \$278,385.16 as of February 21, 2014, plus interest which continues to accrue on the outstanding principal balance of each of the Notes and Blair White Note 1 at \$1,249.2517 per diem until paid;

(r) Pursuant to Count XVIII of this Complaint, find that KBW is in breach of the 2008 KBW Guaranty, (ii) find that KBW is liable to Plaintiff pursuant to the terms of the 2008 KBW Guaranty, and (iii) award Plaintiff judgment in the amount of \$10,667,474.48, plus interest and charges in the amount of \$277,747.83 as of February 21, 2014, plus interest which continues to accrue on the outstanding principal of each of the Notes at \$1,249.1337 per diem until paid;

(s) Pursuant to Count XIX of this Complaint, (i) find that KBW is in breach of the 2009 KBW Guaranty, (ii) find that KBW is liable to Plaintiff pursuant to the terms of the 2009 KBW Guaranty, and (iii) award Plaintiff judgment in the amount of \$10,667,474.48, plus interest and charges in the amount of \$277,747.83 as of February 21, 2014, plus interest which continues to accrue on the outstanding principal of each of the Notes at \$1,249.1337 per diem until paid;

(t) Pursuant to Count XX of this Complaint, (i) find that KBW is in breach of the 2013 KBW Guaranty, (ii) find that KBW is liable to Plaintiff pursuant to the terms of the 2013 KBW Guaranty, and (iii) award Plaintiff judgment in the amount of \$10,668,781.70, plus interest and charges in the amount of \$278,385.16 as of February 21, 2014, plus interest which continues to accrue on the outstanding principal balance of each of the Notes and Blair White Note 1 at \$1,249.2517 per diem until paid;

(u) Pursuant to Count XXI of this Complaint, (i) find that Clendenin Place is in breach of the 2008 Clendenin Place Guaranty, (ii) find that Clendenin Place is liable to Plaintiff

pursuant to the terms of the 2008 Clendenin Place Guaranty, and (iii) award Plaintiff judgment in the amount of \$10,667,474.48, plus interest and charges in the amount of \$277,747.83 as of February 21, 2014, plus interest which continues to accrue on the outstanding principal of each of the Notes at \$1,249.1337 per diem until paid;

(v) Pursuant to Count XXII of this Complaint, (i) find that Clendenin Place is in breach of the 2009 Clendenin Place Guaranty, (ii) find that Clendenin Place is liable to Plaintiff pursuant to the terms of the 2009 Clendenin Place Guaranty, and (iii) award Plaintiff judgment in the amount of \$10,667,474.48, plus interest and charges in the amount of \$277,747.83 as of February 21, 2014, plus interest which continues to accrue on the outstanding principal of each of the Notes at \$1,249.1337 per diem until paid;

(w) Pursuant to Count XXIII of this Complaint, (i) find that White Dodge is in breach of the 2009 White Dodge Guaranty, (ii) find that White Dodge is liable to Plaintiff pursuant to the terms of the 2009 White Dodge Guaranty, and (iii) award Plaintiff judgment in the amount of \$10,667,474.48, plus interest and charges in the amount of \$277,747.83 as of February 21, 2014, plus interest which continues to accrue on the outstanding principal of each of the Notes at \$1,249.1337 per diem until paid;

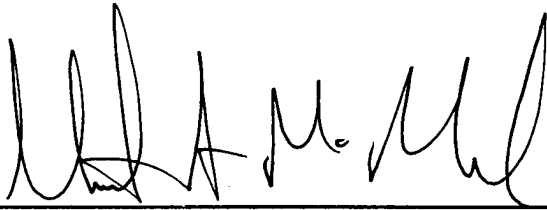
(x) Award post-judgment interest on the full amount of the Court's judgment, from the date of judgment until paid, at the maximum rate allowed by law upon a judgment of this Court;

(y) Award Plaintiff all of its attorneys' fees, costs and expenses of this suit; and

(z) Award Plaintiff such other relief as this Court deems appropriate.

UNITED BANK, INC.

By Counsel

A handwritten signature in black ink, appearing to read 'Stuart McMillan', written over a horizontal line.

Stuart McMillan, Esq. (WV Bar #6352)

James E. Scott, Esq. (WV Bar #11106)

Thompson R. Percy, Esq. (WV Bar #12011)

BOWLES RICE LLP

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304-347-1100

C.E. WHITE
PO BOX 3885
CHARLESTON, WV, 25338-3885

UNITED NATIONAL BANK
500 VIRGINIA STREET, EAST
CHARLESTON, WV 25301

Loan Number 0301895-9013
Date AUGUST 24, 2000
Maturity Date AUGUST 24, 2005
Loan Amount \$ 178,123.68
Renewal Of

BORROWER'S NAME AND ADDRESS
"I" includes each borrower above, jointly and severally.

LENDER'S NAME AND ADDRESS
"You" means the lender, its successors and assigns.

For value received, I promise to pay to you, or your order, at your address listed above the **PRINCIPAL** sum of ONE HUNDRED SEVENTY EIGHT THOUSAND ONE HUNDRED TWENTY THREE AND 68/100***** Dollars \$ 178,123.68

- ☒ **Single Advance:** I will receive all of this principal sum on _____ No additional advances are contemplated under this note.
☐ **Multiple Advance:** The principal sum shown above is the maximum amount of principal I can borrow under this note. On _____ I will receive the amount of \$ _____ and future principal advances are contemplated.
Conditions: The conditions for future advances are _____

☐ **Open End Credit:** You and I agree that I may borrow up to the maximum principal sum more than one time. This feature is subject to all other conditions and expires on _____

☐ **Closed End Credit:** You and I agree that I may borrow (subject to all other conditions) up to the maximum principal sum only one time.

INTEREST: I agree to pay interest on the outstanding principal balance from AUGUST 24, 2000 at the rate of 9.51 % per year until AUGUST 24, 2005 **SEE ADDITIONAL TERMS**

☐ **Variable Rate:** This rate may then change as stated below.

☐ **Index Rate:** The future rate will be _____ the following index rate: _____

☐ **No Index:** The future rate will not be subject to any internal or external index. It will be entirely in your control.

☐ **Frequency and Timing:** The rate on this note may change as often as _____ A change in the interest rate will take effect _____

☐ **Limitations:** During the term of this loan, the applicable annual interest rate will not be more than _____ % or less than _____ %.

Effect of Variable Rate: A change in the interest rate will have the following effect on the payments:

☒ The amount of each scheduled payment will change.

☐ The amount of the final payment will change.

ACCUAL METHOD: Interest will be calculated on a ACTUAL/360 basis.

POST MATURITY RATE: I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:

☐ on the same fixed or variable rate basis in effect before maturity (as indicated above).

☒ at a rate equal to 18.00%

☒ **LATE CHARGE:** If a payment is made more than 10 days after it is due, I agree to pay a late charge of SEE ADDITIONAL TERMS

☐ **ADDITIONAL CHARGES:** In addition to interest, I agree to pay the following charges which ☐ are ☐ are not included in the principal amount above:

PAYMENTS: I agree to pay this note as follows:

☒ **Interest:** I agree to pay accrued interest WITH PRINCIPAL

☒ **Principal:** I agree to pay the principal _____

☒ **Installments:** I agree to pay this note in 59 payments. The first payment will be in the amount of \$ 1,878.78 and will be due SEPTEMBER 30, 2000. A payment of \$ 1,878.78 will be due ON THE 30TH DAY OF EACH MONTH thereafter. The final payment of the entire unpaid balance of principal and interest will be due AUGUST 24, 2005

PURPOSE: The purpose of this loan is _____

ADDITIONAL TERMS: I AGREE TO PAY A LATE CHARGE OF 2% OF THE PRINCIPAL AND INTEREST BILLED, AFTER 10 DAYS FROM DUE DATE, WITH A MINIMUM OF \$15.00 AND A MAXIMUM OF \$100.00.

SECURITY INTEREST: I give you a security interest in all of the Property described below that I now own and that I may own in the future (including, but not limited to, all parts, accessories, repairs, improvements, and accessions to the Property), wherever the Property is or may be located, and all proceeds and products from the Property.

☐ **Inventory:** All inventory which I hold for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in my business.

☐ **Equipment:** All equipment including, but not limited to, all machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and recordkeeping equipment, and parts and tools. All equipment described in a list or schedule which I give to you will also be included in the secured property, but such a list is not necessary for a valid security interest in my equipment.

☐ **Farm Products:** All farm products including, but not limited to:

(a) all poultry and livestock and their young, along with their products, produce and replacements;

(b) all crops, annual or perennial, and all products of the crops; and

(c) all feed, seed, fertilizer, medicines, and other supplies used or produced in my farming operations.

☐ **Accounts, Instruments, Documents, Chattel Paper and Other Rights to Payment:** All rights I have now and that I may have in the future to the payment of money including, but not limited to:

(a) payment for goods and other property sold or leased or for services rendered, whether or not I have earned such payment by performance; and

(b) rights to payment arising out of all present and future debt instruments, chattel paper and loans and obligations receivable.

The above include any rights and interests (including all liens and security interests) which I may have by law or agreement against any account debtor or obligor of mine.

☐ **General Intangibles:** All general intangibles including, but not limited to, tax refunds, applications for patents, patents, copyrights, trademarks, trade secrets, good will, trade names, customer lists, permits and franchises, and the right to use my name.

☐ **Government Payments and Programs:** All payments, accounts, general intangibles, or other benefits (including, but not limited to, payments in kind, deficiency payments, letters of entitlement, warehouse receipts, storage payments, emergency assistance payments, diversion payments, and conservation reserve payments) in which I now have and in the future may have any rights or interest and which arise under or as a result of any preexisting, current or future Federal or state governmental program (including, but not limited to, all programs administered by the Commodity Credit Corporation and the ASCS).

☒ **The secured property includes, but is not limited by, the following:**

ADEQUATE HAZARD INSURANCE NAMING UNITED NATIONAL BANK AS THE LOSS MORTGAGEE MUST BE MAINTAINED THROUGHOUT THE ENTIRE TERM OF THE NOTE. (ADDITIONAL TERMS)

DEED OF TRUST ON 804 PARK AVENUE, CHARLESTON, WEST VIRGINIA

EXHIBIT

☐ **Open End Credit:** You and I agree that I may borrow up to the maximum principal sum more than one time. This feature is subject to all other conditions and expires on _____.

☐ **Closed End Credit:** You and I agree that I may borrow (subject to all other conditions) up to the maximum principal sum only one time.

INTEREST: I agree to pay interest on the outstanding principal balance from AUGUST 24, 2000 at the rate of 9.51 % per year until AUGUST 24, 2005 **SEE ADDITIONAL TERMS**

☐ **Variable Rate:** This rate may then change as stated below.

☐ **Index Rate:** The future rate will be _____ the following index rate: _____

☐ **No Index:** The future rate will not be subject to any internal or external index. It will be entirely in your control.

☐ **Frequency and Timing:** The rate on this note may change as often as _____
A change in the interest rate will take effect _____

☐ **Limitations:** During the term of this loan, the applicable annual interest rate will not be more than _____ % or less than _____ %.

Effect of Variable Rate: A change in the interest rate will have the following effect on the payments:

☒ The amount of each scheduled payment will change. ☒ The amount of the final payment will change.

ACCRUAL METHOD: Interest will be calculated on a ACTUAL/360 basis.

POST MATURITY RATE: I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:

☐ on the same fixed or variable rate basis in effect before maturity (as indicated above).

☒ at a rate equal to 18.00%

☒ **LATE CHARGE:** If a payment is made more than 10 days after it is due, I agree to pay a late charge of SEE ADDITIONAL TERMS

☐ **ADDITIONAL CHARGES:** In addition to interest, I agree to pay the following charges which ☐ are ☐ are not included in the principal amount above:

PAYMENTS: I agree to pay this note as follows:

☒ **Interest:** I agree to pay accrued interest WITH PRINCIPAL

☒ **Principal:** I agree to pay the principal _____

☒ **Installments:** I agree to pay this note in 59 payments. The first payment will be in the amount of \$ 1,878.78 and will be due SEPTEMBER 30, 2000. A payment of \$ 1,878.78 will be due ON THE 30TH DAY OF EACH MONTH thereafter. The final payment of the entire unpaid balance of principal and interest will be due AUGUST 24, 2005

PURPOSE: The purpose of this loan is _____

ADDITIONAL TERMS: I AGREE TO PAY A LATE CHARGE OF 2% OF THE PRINCIPAL AND INTEREST BILLED, AFTER 10 DAYS FROM DUE DATE, WITH A MINIMUM OF \$15.00 AND A MAXIMUM OF \$100.00.

SECURITY INTEREST: I give you a security interest in all of the Property described below that I now own and that I may own in the future (including, but not limited to, all parts, accessories, repairs, improvements, and accessions to the Property), wherever the Property is or may be located, and all proceeds and products from the Property.

- ☐ **Inventory:** All inventory which I hold for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in my business.
- ☐ **Equipment:** All equipment including, but not limited to, all machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and recordkeeping equipment, and parts and tools. All equipment described in a list or schedule which I give to you will also be included in the secured property, but such a list is not necessary for a valid security interest in my equipment.
- ☐ **Farm Products:** All farm products including, but not limited to:
- (a) all poultry and livestock and their young, along with their products, produce and replacements;
 - (b) all crops, annual or perennial, and all products of the crops; and
 - (c) all feed, seed, fertilizer, medicines, and other supplies used or produced in my farming operations.
- ☐ **Accounts, Instruments, Documents, Chattel Paper and Other Rights to Payment:** All rights I have now and that I may have in the future to the payment of money including, but not limited to:
- (a) payment for goods and other property sold or leased or for services rendered, whether or not I have earned such payment by performance; and
 - (b) rights to payment arising out of all present and future debt instruments, chattel paper and loans and obligations receivable.
- The above include any rights and interests (including all liens and security interests) which I may have by law or agreement against any account debtor or obligor of mine.
- ☐ **General Intangibles:** All general intangibles including, but not limited to, tax refunds, applications for patents, patents, copyrights, trademarks, trade secrets, good will, trade names, customer lists, permits and franchises, and the right to use my name.
- ☐ **Government Payments and Programs:** All payments, accounts, general intangibles, or other benefits (including, but not limited to, payments in kind, deficiency payments, letters of entitlement, warehouse receipts, storage payments, emergency assistance payments, diversion payments, and conservation reserve payments) in which I now have and in the future may have any rights or interest and which arise under or as a result of any preexisting, current or future Federal or state governmental program (including, but not limited to, all programs administered by the Commodity Credit Corporation and the ASCS).

☒ The secured property includes, but is not limited by, the following:

ADEQUATE HAZARD INSURANCE NAMING UNITED NATIONAL BANK AS THE LOSS MORTGAGEE MUST BE MAINTAINED THROUGHOUT THE ENTIRE TERM OF THE NOTE. (ADDITIONAL TERMS)

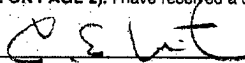
DEED OF TRUST ON 804 PARK AVENUE, CHARLESTON, WEST VIRGINIA

If this agreement covers timber to be cut, minerals (including oil and gas), fixtures or crops growing or to be grown, the description of the real estate is:

The Property will be used for a ☐ personal ☒ business ☐ agricultural ☐ _____ purpose.

☐ If checked, file this agreement on the real estate records.
Record owner (if not me): _____

SIGNATURES: I AGREE TO THE TERMS OF THIS NOTE (INCLUDING THOSE ON PAGE 2). I have received a copy on today's date.



SIGNATURE FOR LENDER

C.E. WHITE

JULIE GURTIS, SENIOR VICE PRESIDENT

UNIVERSAL NOTE AND SECURITY AGREEMENT

© 1984, 1991 BANKERS SYSTEMS, INC., ST. CLOUD, MN (1-800-397-2341) FORM UNS 12/23/91

(page 1 of 2)

of the note or other instrument is agreed to in this note (either before or after maturity). If any notice of interest accrual is sent and is in error, we mutually agree to correct it, and if you actually collect more interest than allowed by law and this agreement, you agree to refund it to me.

INDEX RATE - The index will serve only as a device for setting the interest rate on this note. You do not guarantee by selecting this index, or the margin, that the interest rate on this note will be the same rate you charge on any other loans, or class of loans you make to me or other borrowers.

POST MATURITY RATE - For purposes of deciding when the "Post Maturity Rate" (shown on page 1) applies, the term "maturity" means the date of the last scheduled payment indicated on page 1 of this note or the date you accelerate payment on the note, whichever is earlier.

SINGLE ADVANCE LOANS - If this is a single advance loan, you and I expect that you will make only one advance of principal. However, you may add other payments to the principal if you make any payments described in the "PAYMENTS BY LENDER" paragraph below.

MULTIPLE ADVANCE LOANS - If this is a multiple advance loan, you and I expect that you will make more than one advance of principal. If this is closed end credit, repaying a part of the principal will not entitle me to additional credit.

SET-OFF - I agree that you may set off any amount due and payable under this note against any right I have to receive money from you.

"Right to receive money from you" means:

- (1) any deposit account balance I have with you;
- (2) any money owed to me on an item presented to you or in your possession for collection or exchange; and
- (3) any repurchase agreement or other nondeposit obligation.

"Any amount due and payable under this note" means the total amount of which you are entitled to demand payment under the terms of this note at the time you set off. This total includes any balance the due date for which you properly accelerate under this note.

If my right to receive money from you is also owned by someone who has not agreed to pay this note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement. Your right of set-off does not apply to an account or other obligation where my rights are only as a representative. It also does not apply to any individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set off this debt against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right to set-off.

DEFAULT - I will be in default if any one or more of the following occur: (1) I fail to make a payment on time or in the amount due; (2) I fail to keep the Property insured, if required; (3) I fail to pay, or keep any promise, on any debt or

obligated to pay this note as a condition for not using any other remedy.

- (4) You may refuse to make advances to me or allow purchases on credit by me.
- (5) You may use any remedy you have under state or federal law.
- (6) You may make use of any remedy given to you in any agreement securing this note.

By selecting any one or more of these remedies you do not give up your right to use later any other remedy. By waiving your right to declare an event to be a default, you do not waive your right to consider later the event a default if it continues or happens again.

COLLECTION COSTS AND ATTORNEY'S FEES - I agree to pay all costs of collection, replevin or any other or similar type of cost if I am in default. In addition, if you hire an attorney to collect this note, I also agree to pay any fee you incur with such attorney plus court costs (except where prohibited by law). To the extent permitted by the United States Bankruptcy Code, I also agree to pay the reasonable attorney's fees and costs you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

WAIVER - I give up my rights to require you to do certain things. I will not require you to:

- (1) demand payment of amounts due (presentment);
- (2) obtain official certification of nonpayment (protest); or
- (3) give notice that amounts due have not been paid (notice of dishonor).

OBLIGATIONS INDEPENDENT - I understand that I must pay this note even if someone else has also agreed to pay it (by, for example, signing this form or a separate guarantee or endorsement). You may sue me alone, or anyone else who is obligated on this note, or any number of us together, to collect this note. You may without notice release any party to this agreement without releasing any other party. If you give up any of your rights, with or without notice, it will not affect my duty to pay this note. Any extension of new credit to any of us, or renewal of this note by all or less than all of us will not release me from my duty to pay it. (Of course, you are entitled to only one payment in full.) I agree that you may at your option extend this note or the debt represented by this note, or any portion of the note or debt, from time to time without limit or notice and for any term without affecting my liability for payment of the note. I will not assign my obligation under this agreement without your prior written approval.

CREDIT INFORMATION - I agree and authorize you to obtain credit information about me from time to time (for example, by requesting a credit report) and to report to others your credit experience with me (such as a credit reporting agency). I agree to provide you, upon request, any financial statement or information you may deem necessary. I warrant that the financial statements and information I provide to you are or will be accurate, correct and complete.

ADDITIONAL TERMS OF THE SECURITY AGREEMENT

GENERALLY - This agreement secures this note and any other debt I have with you, now or later. However, it will not secure other debts if you fail with respect to such other debts, to make any required disclosure about this security agreement or if you fail to give any required notice of the right of rescission. If property described in this agreement is located in another state, this agreement may also, in some circumstances, be governed by the law of the state in which the Property is located.

OWNERSHIP AND DUTIES TOWARD PROPERTY - I represent that I own all of the Property, or to the extent this is a purchase money security interest I will acquire ownership of the Property with the proceeds of the loan. I will defend it against any other claim. Your claim to the Property is ahead of the claims of any other creditor. I agree to do whatever you require to protect your security interest and to keep your claim in the Property ahead of the claims of other creditors. I will not do anything to harm your position.

I will keep books, records and accounts about the Property and my business in general. I will let you examine these records at any reasonable time. I will prepare any report or accounting you request, which deals with the Property.

I will keep the Property in my possession and will keep it in good repair and use it only for the purpose(s) described on page 1 of this agreement. I will not change this specified use without your express written permission. I represent that I am the original owner of the Property and, if I am not, that I have provided you with a list of prior owners of the Property.

I will keep the Property at my address listed on page 1 of this agreement, unless we agree I may keep it at another location. If the Property is to be used in another state, I will give you a list of those states. I will not try to sell the Property unless it is inventory or I receive your written permission to do so. If I sell the Property I will have the payment made payable to the order of you and me.

You may demand immediate payment of the debt(s) if the debtor is not a natural person and without your prior written consent; (1) a beneficial interest in the debtor is sold or transferred, or (2) there is a change in either the identity or number of members of a partnership, or (3) there is a change in ownership of more than 25 percent of the voting stock of a corporation.

I will pay all taxes and charges on the Property as they become due. You have the right of reasonable access in order to inspect the Property. I will immediately inform you of any loss or damage to the Property.

If I fail to perform any of my duties under this security agreement, or any mortgage, deed of trust, lien or other security interest, you may without notice to me perform the duties or cause them to be performed. Your right to perform for me shall not create an obligation to perform and your failure to perform will not preclude you from exercising any of your other rights under the law or this security agreement.

PURCHASE MONEY SECURITY INTEREST - For the sole purpose of determining the extent of a purchase money security interest arising under this security agreement: (a) payments on any nonpurchase money loan also secured by this agreement will not be deemed to apply to the Purchase Money Loan, and (b) payments on the Purchase Money Loan will be deemed to apply first to the nonpurchase money portion of the loan, if any, and then to the purchase money obligations in the order in which the items of collateral were acquired or if acquired at the same time, in the order selected by you. No security interest will be terminated by application of this formula. "Purchase Money Loan" means any loan the proceeds of which, in whole or in part, are used to acquire any collateral securing the loan and all extensions, renewals, consolidations and refinancing of such loan.

PAYMENTS BY LENDER - You are authorized to pay, on my behalf, charges I am or may become obligated to pay to preserve or protect the secured property (such as property insurance premiums). You may treat those payments as advances and add them to the unpaid principal under the note secured by this agreement or you may demand immediate payment of the amount advanced.

Any person who signs within this box does so to give you a security interest in the Property described on page 1. This person does not promise to pay the note. "I" as used in this security agreement will include the borrower and any person who signs within this box.

Date _____

Signed _____

AMENDMENT TO PROMISSORY NOTE
(ACCT. NO. 0301895-9013)

THIS AMENDMENT TO PROMISSORY NOTE ("Amendment") is effective as of August 24, 2005, and is made and given by C. E. WHITE, a West Virginia resident ("Borrower"), to UNITED BANK, INC., a West Virginia state chartered bank ("Lender").

WITNESSETH:

WHEREAS, on August 24, 2000, Borrower executed and delivered that certain Universal Note and Security Agreement made payable to Lender in the principal sum of One Hundred Seventy-Eight Thousand, One Hundred Twenty-Three and 68/100 Dollars (\$178,123.68) (subject to the modifications set forth below, the "Note"); and

WHEREAS, repayment of the Note is secured by a lien on Borrower's real property located in Charleston, West Virginia (the "Collateral"), pursuant to that certain Deed of Trust, dated August 24, 2000, executed by Borrower (the "Deed of Trust"); and

WHEREAS, as set forth in that certain Master Agreement, dated November 10, 2011, by and among United, Borrower and others, Borrower has requested that Lender extend the maturity date of the Note, modify the payments and modify the rate of interest provided in the Note; and

WHEREAS, Lender is agreeable to Borrower's requests, subject to the terms and conditions as set forth herein.

NOW, THEREFORE, for \$10.00, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. Effective as of November 10, 2011, the term "Note" or "note" as used in the Note shall refer to the Universal Note and Security Agreement, as modified by this Amendment, and any additional extensions, renewals, modification and substitutions of the Note.
2. Effective as of November 10, 2011, the paragraph of the Note titled "INTEREST" shall be amended and modified to and shall provide as follows:

INTEREST. Interest will accrue on the unpaid principal balance of this Note at a rate which may change as described in the Variable Rate subsection (Interest Rate).

A. Post-Maturity Interest. After maturity or acceleration, interest will accrue on the unpaid principal balance of this Note at the Interest Rate in effect from time to time, until paid in full.

B. Maximum Interest Amount. Any amount assessed or collected as interest under the terms of this Note will be limited to the maximum lawful amount of interest allowed by state or federal

law, whichever is greater. Amounts collected in excess of the maximum lawful amount will be applied first to the unpaid Principal balance. Any remainder will be refunded to me.

C. Statutory Authority. The amount assessed or collected on this Note is authorized by the West Virginia usury laws under W. Va. Code §§ 47A-1-1, 47-6-1 et. seq., 31A-4-27 to 31A-4-30a and 31C-7-2.

D. Accrual. Interest accrues using an Actual/360 days counting period.

E. Variable Rate. The Interest Rate may change during the term of this transaction.

(1) Index. Beginning with the first Change Date, the Interest Rate will be based on the following index: the prime rate of interest as set forth in the Money Rates column of The Wall Street Journal.

The Current Index is the most recent index figure available on each Change Date. You do not guaranty by selecting this Index, or the margin, that the Interest Rate on this Note will be the same rate you charge on any other loans or class of loans you make to me or other borrowers. If this Index is no longer available, you will substitute a similar index. You will give me notice of your choice.

(2) Change Date. Each date on which the Interest Rate may change is called a Change Date. The Interest Rate may change daily.

(3) Calculation Of Change. On each Change Date you will calculate the Interest Rate, which will be the Current Index. The result of this calculation will be rounded to the nearest .01 percent. Subject to any limitations, this will be the Interest Rate until the next Change Date. The new Interest Rate will become effective on each Change Date. The Interest Rate and other charges on this Note will never exceed the highest rate or charge allowed by law for this Note.

(4) Effect Of Variable Rate. A change in the Interest Rate will have the following effect on the payments: The amount of scheduled payments will change.

(5) Limitations. The Interest Rate changes are subject to the following limitation:

(a) Lifetime. The Interest Rate will never be less than 4.000 percent per annum.

3. Effective as of the date of this Amendment, the paragraph of the Note titled "PAYMENTS" shall be amended and modified to and shall provide as follows:

PAYMENT. I agree to pay this note in 36 payments. This note is amortized as if I will be making 240 payments. I will make 35 payments of \$582.34 beginning on December 10, 2011, and continuing on the same day of each month thereafter. A single "balloon payment" of the entire unpaid balance of Principal and interest will be due December 9, 2014. The amount of my monthly payment may change to reflect changes in the Interest Rate as described in the Variable Rate subsection of this Note. Payments will be rounded to the nearest \$.01. With the final payment I also agree to pay any additional fees or charges owing and the amount of any advances you have made to others on my behalf. Each payment I make on this Note will be applied first to interest that is due then to principal that is due, and finally to any charges that I owe other than principal and interest. You may change how payments are applied in your sole discretion without notice to me. The actual amount of my final payment will depend on my payment record.

4. This Amendment is a modification only and not a novation. Except as herein modified, all other terms of the Note shall remain in full force and effect and the Deed of Trust, security agreement and other Loan Documents (as such term is defined in the Master Agreement) executed and/or delivered in connection with the Note and the loan evidenced by the Note shall remain in full force and effect and, along with the Note, shall be binding upon the respective parties thereto.

5. The Note is and will remain secured by a valid and perfected deed of trust lien on the Collateral unless and until the Note and the Deed of Trust have been terminated in writing by United.

above.

WITNESS the following signatures and seals effective as of the date first written

LENDER:

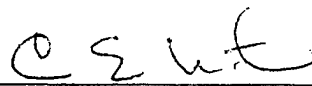
UNITED BANK, INC.

By: 

Name: Julie R. Gurtis

Title: Market President

BORROWER:



C. E. WHITE

LOAN NUMBER 0301895-8020	LOAN NAME C. E. White	ACCT. NUMBER	NOTE DATE 06/20/02	INITIALS JRG
NOTE AMOUNT \$600,000.00	INDEX (w/Margin) J P Morgan Chase Bank Prime	RATE 4.750%	MATURITY DATE 06/20/22	LOAN PURPOSE Commercial

Creditor Use Only

PROMISSORY NOTE

(Commercial - Single Advance - Variable Rate)

DATE AND PARTIES. The date of this Promissory Note (Note) is June 20, 2002. The parties and their addresses are:

LENDER:

UNITED BANK, INC.
500 Virginia Street - East
Charleston, West Virginia 25322
Telephone: (304) 348-8400

BORROWER:

C. E. WHITE
Box 3885
Charleston, West Virginia 25338-3885

1. DEFINITIONS. As used in this Note, the terms have the following meanings:

A. **Pronouns.** The pronouns "I," "me," and "my" refer to each Borrower signing this Note, individually and together with their heirs, successors and assigns, and each other person or legal entity (including guarantors, endorers, and sureties) who agrees to pay this Note. "You" and "Your" refer to the Lender, with its participants or syndicators, successors and assigns, or any person or company that acquires an interest in the Loan.

B. **Note.** Note refers to this document, and any extensions, renewals, modifications and substitutions of this Note.

C. **Loan.** Loan refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures or notes, and this Note.

D. **Property.** Property is any property, real, personal or intangible, that secures my performance of the obligations of this Loan.

E. **Percent.** Rates and rate change limitations are expressed as annualized percentages.

2. PROMISE TO PAY. For value received, I promise to pay you or your order, at your address, or at such other location as you may designate, the principal sum of \$600,000.00 (Principal) plus interest from June 20, 2002 on the unpaid Principal balance until this Note matures or this obligation is accelerated.

3. INTEREST. Interest will accrue on the unpaid Principal balance of this Note at the rate of 4.750 percent (Interest Rate) until June 21, 2002, after which time it may change as described in the Variable Rate subsection.

A. **Post-Maturity Interest.** After maturity or acceleration, interest will accrue after 15 days, at United Bank Base Commercial Lending Rate adjusting daily plus 4%, to an 18% maximum.

B. **Maximum Interest Amount.** Any amount assessed or collected as interest under the terms of this Note or obligation will be limited to the Maximum Lawful Amount of interest allowed by state or federal law. Amounts collected in excess of the Maximum Lawful Amount will be applied first to the unpaid Principal balance. Any remainder will be refunded to me.

C. **Statutory Authority.** The amount assessed or collected on this Note is authorized by the West Virginia usury laws under W. Va. Code §§ 47A-1-1, 47-6-1 et. seq., 31A-4-27 to 31A-4-30a and 31C-7-2.

D. **Accrual.** During the scheduled term of this Loan interest accrues using an Actual/360 days counting method.

E. **Variable Rate.** The Interest Rate may change during the term of this transaction.

(1) **Index.** Beginning with the first Change Date, the Interest Rate will be based on the following index: the prime commercial lending rate announced by J P Morgan Chase Bank Prime.

The Current Index is the most recent index figure available on each Change Date. You do not guaranty by selecting this Index, or the margin, that the Interest Rate on this Note will be the same rate you charge on any other loans or class of loans you make to me or other borrowers. If this Index is no longer available, you will substitute a similar index. You will give me notice of your choice.

(2) **Change Date.** Each date on which the Interest Rate may change is called a Change Date. The Interest Rate may change June 21, 2002 and daily thereafter.

(3) **Calculation Of Change.** On each Change Date, you will calculate the Interest Rate, which will be the Current Index. The result of this calculation will be rounded to the nearest .01 percent. Subject to any limitations, this will be the Interest Rate until the next Change Date. The new Interest Rate will become effective on each Change Date. The Interest Rate and other charges on this Note will never exceed the highest rate or charge allowed by law for this Note.

(4) **Effect Of Variable Rate.** A change in the Interest Rate will have the following effect on the payments: The amount of scheduled payments will change.

4. PAYMENT. I agree to pay this Note in 240 payments. A payment of \$3,900.26 will be due July 20, 2002, and on the 20th day of each month thereafter. This scheduled payment amount may change to reflect changes in the Interest Rate as described in the Variable Rate subsection of this Note. A final payment of the entire unpaid balance of Principal and interest will be due June 20, 2022.

Payments will be rounded to the nearest \$.01. With the final payment I also agree to pay any additional fees or charges owing and the amount of any advances you have made to others on my behalf. Payments scheduled to be paid on the 29th, 30th or 31st day of a month that contains no such day will, instead, be made on the last day of such month.

If the amount of a scheduled payment does not equal or exceed interest accrued during the payment period the unpaid portion will be added to, and will be payable with, the next scheduled payment.

Each payment I make on this Note will be applied first to interest that is due then to principal that is due, and finally to any charges that I owe other than principal and interest. If you and I agree to a different application of payments, we will describe our agreement on this Note. The actual amount of my final payment will depend on my payment record.

5. PREPAYMENT. I may prepay this Loan under the following terms and conditions. The borrower shall have the privilege to prepay the principal amount of the loan in full (or in part) in the first two years of the permanent loan subject to a two percent (2%) prepayment premium, in the third and fourth years subject to a one and one half percent (1.5%) prepayment premium, in the fifth year subject to a one percent prepayment premium (1.0%), and no prepayment premium after the fifth year. Any partial prepayment will not excuse any later scheduled payments until I pay in full.

6. LOAN PURPOSE. The purpose of this Loan is business investment.

7. ADDITIONAL TERMS. Adequate hazard insurance naming United Bank, Inc. as loss mortgagee must be maintained throughout the term of the loan.

8. SECURITY. This Loan is secured by separate security instruments prepared together with this Note as follows:

Document Name	Parties to Document
Deed Of Trust - Patrick Plaza Dodge	C, White

9. DEFAULT. I will be in default if any of the following occur:

- A. Payments. I fail to make a payment in full when due.
- B. Insolvency. I make an assignment for the benefit of creditors or become insolvent, either because my liabilities exceed my assets or I am unable to pay my debts as they become due.
- C. Death or Incompetency. I die or am declared legally incompetent.
- D. Failure to Perform. I fail to perform any condition or to keep any promise or covenant of this Note.
- E. Other Documents. A default occurs under the terms of any other transaction document.
- F. Other Agreements. I am in default on any other debt or agreement I have with you.
- G. Misrepresentation. I make any verbal or written statement or provide any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.
- H. Judgment. I fail to satisfy or appeal any judgment against me.
- I. Forfeiture. The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.
- J. Name Change. I change my name or assume an additional name without notifying you before making such a change.
- K. Property Transfer. I transfer all or a substantial part of my money or property.
- L. Property Value. The value of the Property declines or is impaired.
- M. Insecurity. You reasonably believe that you are insecure.

10. ASSUMPTIONS. Someone buying the Property cannot assume the obligation. You may declare the entire balance of the Note to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, or transfer of the Property.

11. WAIVERS AND CONSENT. To the extent not prohibited by law, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor.

A. Additional Waivers By Borrower. In addition, I, and any party to this Note and Loan, to the extent permitted by law, consent to certain actions you may take, and generally waive defenses that may be available based on these actions or based on the status of a party to this Note.

- (1) You may renew or extend payments on this Note, regardless of the number of such renewals or extensions.
- (2) You may release any Borrower, endorser, guarantor, surety, accommodation maker or any other co-signer.
- (3) You may release, substitute or impair any Property securing this Note.
- (4) You, or any institution participating in this Note, may invoke your right of set-off.
- (5) You may enter into any sales, repurchases or participations of this Note to any person in any amounts and I waive notice of such sales, repurchases or participations.
- (6) I agree that any of us signing this Note as a Borrower is authorized to modify the terms of this Note or any instrument securing, guarantying or relating to this Note.

B. No Waiver By Lender. Your course of dealing, or your forbearance from, or delay in, the exercise of any of your rights, remedies, privileges or right to insist upon my strict performance of any provisions contained in this Note, or other Loan documents, shall not be construed as a waiver by you, unless any such waiver is in writing and is signed by you.

12. REMEDIES. After I default, and after you give any legally required notice and opportunity to cure the default, you may at your option do any one or more of the following.

- A. Acceleration. You may make all or any part of the amount owing by the terms of this Note immediately due.
- B. Sources. You may use any and all remedies you have under state or federal law or in any instrument securing this Note.
- C. Insurance Benefits. You may make a claim for any and all insurance benefits or refunds that may be available on my default.

D. Payments Made On My Behalf. Amounts advanced on my behalf will be immediately due and may be added to the balance owing under the terms of this Note, and accrue interest at the highest post-maturity interest rate.

E. Attachment. You may attach or garnish my wages or earnings.

F. Set-Off. You may use the right of set-off. This means you may set-off any amount due and payable under the terms of this Note against any right I have to receive money from you.

My right to receive money from you includes any deposit or share account balance I have with you; any money owed to me on an item presented to you or in your possession for collection or exchange; and any repurchase agreement or other non-deposit obligation. "Any amount due and payable under the terms of this Note" means the total amount to which you are entitled to demand payment under the terms of this Note at the time you set-off.

Subject to any other written contract, if my right to receive money from you is also owned by someone who has not agreed to pay this Note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement.

Your right of set-off does not apply to an account or other obligation where my rights arise only in a representative capacity. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set-off against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

G. Waiver. Except as otherwise required by law, by choosing any one or more of these remedies you do not give up your right to use any other remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

13. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after Default, to the extent permitted by law, I agree to pay all expenses of collection, enforcement or protection of your rights and remedies under this Note. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Note. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the United States Bankruptcy Code, I agree to pay the reasonable attorneys' fees you incur to collect this Debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

14. WARRANTIES AND REPRESENTATIONS. I have the right and authority to enter into this Note. The execution and delivery of this Note will not violate any agreement governing me or to which I am a party.

15. INSURANCE. I understand and agree that any insurance premiums paid to insurance companies as part of this Loan Agreement will involve money retained by you or paid back to you as commissions or other remuneration.

A. Property Insurance. I will insure or retain insurance coverage on the Property and abide by the insurance requirements of any security instrument securing this Loan.

B. Insurance Warranties. I agree to purchase any insurance coverages that are required, in the amounts you require, as described in this or any other documents I sign for this Loan. I will provide you with continuing proof of coverage. I will buy or provide insurance from a firm licensed to do business in the State where the Property is located. If I buy or provide the insurance from someone other than you, the firm will be reasonably acceptable to you. I will have the insurance company name you as loss payee on any insurance policy. You will apply the insurance proceeds toward what I owe you on the outstanding balance. I agree that if the insurance proceeds do not cover the amounts I still owe you, I will pay the difference. I will keep the insurance until all debts secured by this agreement are paid. If I want to buy the insurance from you, I have signed a separate statement agreeing to this purchase.

C. Prepayment. If I prepay in full or if I default and you demand payment of the unpaid balance, I may be entitled to a partial refund credit of any prepaid, unearned insurance premiums. This refund may be obtained from you or from the insurance company named in my policy or certificate of insurance.

16. APPLICABLE LAW. This Note is governed by the laws of West Virginia, the United States of America and to the extent required, by the laws of the jurisdiction where the Property is located.

17. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. My obligation to pay this Loan is independent of the obligation of any other person who has also agreed to pay it. You may sue me alone, or anyone else who is obligated on this Loan, or any number of us together, to collect this Loan. Extending this Loan or new obligations under this Loan, will not affect my duty under this Loan and I will still be obligated to pay this Loan. The duties and benefits of this Loan will bind and benefit the successors and assigns of you and me.

18. AMENDMENT, INTEGRATION AND SEVERABILITY. This Note may not be amended or modified by oral agreement. No amendment or modification of this Note is effective unless made in writing and executed by you and me. This Note is the complete and final expression of the agreement. If any provision of this Note is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

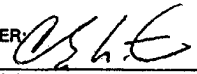
19. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Note.


20. NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one party will be deemed to be notice to all parties. I will inform you in writing of any change in my name, address or other application information. I will provide you any financial statement or information you request. All financial statements and information I give you will be correct and complete. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Loan and to confirm your lien status on any Property. Time is of the essence.

21. CREDIT INFORMATION. I agree to supply you with whatever information you reasonably request. You will make requests for this information without undue frequency, and will give me reasonable time in which to supply the information.

22. ERRORS AND OMISSIONS. I agree, if requested by you, to fully cooperate in the correction, if necessary, in the reasonable discretion of you of any and all loan closing documents so that all documents accurately describe the loan between you and me. I agree to assume all costs including by way of illustration and not limitation, actual expenses, legal fees and marketing losses for failing to reasonably comply with your requests within thirty (30) days.

23. SIGNATURES. By signing under seal, I agree to the terms contained in this Note. I also acknowledge receipt of a copy of this Note.

BORROWER:  (Seal)
C. E. White

LENDER:
United Bank, Inc.
 (Seal)
Julie R Gurtis, Senior Vice President

LOAN NUMBER 3013679-9001	LOAN NAME KBW, Inc.	ACCT. NUMBER	NOTE DATE 03/15/04	INITIALS JRG
NOTE AMOUNT \$747,308.31	INDEX (w/Margin) Wall Street Journal Prime	RATE 4.000%	MATURITY DATE 09/15/11	LOAN PURPOSE Commercial
Creditor Use Only				

PROMISSORY NOTE

(Commercial - Single Advance - Variable Rate)

DATE AND PARTIES. The date of this Promissory Note (Note) is March 15, 2004. The parties and their addresses are:

LENDER:

UNITED BANK, INC.
500 Virginia Street - East
Charleston, West Virginia 25301
Telephone: (304) 348-8400

BORROWER:

KBW, INC.
a West Virginia Corporation
Box 3885
Charleston, West Virginia 25338-3885

1. DEFINITIONS. As used in this Note, the terms have the following meanings:

- A. **Pronouns.** The pronouns "I," "me," and "my" refer to each Borrower signing this Note, individually and together with their heirs, successors and assigns, and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this Note. "You" and "Your" refer to the Lender, with its participants or syndicators, successors and assigns, or any person or company that acquires an interest in the Loan.
- B. **Note.** Note refers to this document, and any extensions, renewals, modifications and substitutions of this Note.
- C. **Loan.** Loan refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures or notes, and this Note.
- D. **Property.** Property is any property, real, personal or intangible, that secures my performance of the obligations of this Loan.
- E. **Percent.** Rates and rate change limitations are expressed as annualized percentages.

2. REFINANCING. This Note will pay off the following described note(s):

Note Date	Note Number	Note Amount
January 6, 1999	# 3013679-9001	\$1,020,000.00

The remaining balance of the note listed in the table above is \$747,308.31.

3. PROMISE TO PAY. For value received, I promise to pay you or your order, at your address, or at such other location as you may designate, the principal sum of \$747,308.31 (Principal) plus interest from March 15, 2004 on the unpaid Principal balance until this Note matures or this obligation is accelerated.

4. INTEREST. Interest will accrue on the unpaid Principal balance of this Note at the rate of 4.000 percent (Interest Rate) until March 16, 2004, after which time it may change as described in the Variable Rate subsection.

- A. **Post-Maturity Interest.** After maturity or acceleration, interest will accrue on the unpaid Principal balance of this Note at the Interest Rate in effect from time to time, until paid in full.
- B. **Maximum Interest Amount.** Any amount assessed or collected as interest under the terms of this Note or obligation will be limited to the Maximum Lawful Amount of interest allowed by state or federal law. Amounts collected in excess of the Maximum Lawful Amount will be applied first to the unpaid Principal balance. Any remainder will be refunded to me.
- C. **Statutory Authority.** The amount assessed or collected on this Note is authorized by the West Virginia usury laws under W. Va. Code §§ 47A-1-1, 47-6-1 et. seq., 31A-4-27 to 31A-4-30a and 31C-7-2.
- D. **Accrual.** During the scheduled term of this Loan interest accrues using an Actual/360 days counting method.
- E. **Variable Rate.** The Interest Rate may change during the term of this transaction.

(1) **Index.** Beginning with the first Change Date, the Interest Rate will be based on the following index: the highest base rate on corporate loans posted by at least 75% of the nation's 30 largest banks that The Wall Street Journal publishes as the Prime Rate.

The Current Index is the most recent index figure available on each Change Date. You do not guaranty by selecting this Index, or the margin, that the Interest Rate on this Note will be the same rate you charge on any other loans or class of loans you make to me or other borrowers. If this Index is no longer available, you will substitute a similar index. You will give me notice of your choice.

(2) **Change Date.** Each date on which the Interest Rate may change is called a Change Date. The Interest Rate may change March 16, 2004 and daily thereafter.

(3) **Calculation Of Change.** On each Change Date, you will calculate the Interest Rate, which will be the Current Index. The result of this calculation will be rounded to the nearest .01 percent. Subject to any limitations, this will be the Interest Rate until the next Change Date. The new Interest Rate will become effective on each Change Date. The Interest Rate and other charges on this Note will never exceed the highest rate or charge allowed by law for this Note.

(4) **Effect Of Variable Rate.** A change in the Interest Rate will have the following effect on the payments: The amount of scheduled payments will change.

5. PAYMENT. I agree to pay this Note in 90 payments. A payment of \$9,645.63 will be due April 15, 2004, and on the 15th day of each month thereafter. This scheduled payment amount may change to reflect changes in the Interest Rate as described in the Variable Rate subsection of this Note. A final payment of the entire unpaid balance of Principal and interest will be due September 15, 2011.

Payments will be rounded to the nearest \$.01. With the final payment I also agree to pay any additional fees or charges owing and the amount of any advances you have made to others on my behalf. Payments scheduled to be paid on the 29th, 30th or 31st day of a month that contains no such day will, instead, be made on the last day of such month.

If the amount of a scheduled payment does not equal or exceed interest accrued during the payment period the unpaid portion will be added to, and will be payable with, the next scheduled payment.

Each payment I make on this Note will be applied first to interest that is due then to principal that is due, and finally to any charges that I owe other than principal and interest. If you and I agree to a different application of payments, we will describe our agreement on this Note. The actual amount of my final payment will depend on my payment record.

KBW, Inc.
West Virginia Promissory Note
WV/4Humphrey00725200004268048040204N

©1996 Bankers Systems, Inc., St. Cloud, MN *EXPRESS*

Initials

EXHIBIT

6. **PREPAYMENT.** I may prepay this Loan in full or in part at any time. Any partial prepayment will not excuse any later scheduled payments until I pay in full.

7. **LOAN PURPOSE.** The purpose of this Loan is Balloon renewal.

8. **SECURITY.** This Loan is secured by separate security instruments prepared together with this Note as follows:

Document Name	Parties to Document
Deed Of Trust - 224 Kanawha Blvd.	KBW, Inc.
Leases And Rents Assignment - 224 Kanawha Blvd.	KBW, Inc.

and by the following, previously executed, security instruments or agreements: Deed of Trust by KBW, Inc., Dated January 6, 1999, Deed Book 2507 Page 831; Assignment of Leases and Rents by KBW, Inc., Dated January 6, 1999 Assignment Book 163 Page 608; and Guaranty of Payment by C.E. White Dated January 6, 1999.

9. **DEFAULT.** I will be in default if any of the following occur:

A. **Payments.** I fail to make a payment in full when due.

B. **Insolvency.** I make an assignment for the benefit of creditors or become insolvent, either because my liabilities exceed my assets or I am unable to pay my debts as they become due.

C. **Business Termination.** I merge, dissolve, reorganize, end my business or existence, or a partner or majority owner dies or is declared legally incompetent.

D. **Failure to Perform.** I fail to perform any condition or to keep any promise or covenant of this Note.

E. **Other Documents.** A default occurs under the terms of any other transaction document.

F. **Other Agreements.** I am in default on any other debt or agreement I have with you.

G. **Misrepresentation.** I make any verbal or written statement or provide any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

H. **Judgment.** I fail to satisfy or appeal any judgment against me.

I. **Forfeiture.** The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

J. **Name Change.** I change my name or assume an additional name without notifying you before making such a change.

K. **Property Transfer.** I transfer all or a substantial part of my money or property.

L. **Property Value.** The value of the Property declines or is impaired.

M. **Material Change.** Without first notifying you, there is a material change in my business, including ownership, management, and financial conditions.

N. **Insecurity.** You reasonably believe that you are insecure.

10. **ASSUMPTIONS.** Someone buying the Property cannot assume the obligation. You may declare the entire balance of the Note to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, or transfer of the Property.

11. **WAIVERS AND CONSENT.** To the extent not prohibited by law, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor.

A. **Additional Waivers By Borrower.** In addition, I, and any party to this Note and Loan, to the extent permitted by law, consent to certain actions you may take, and generally waive defenses that may be available based on these actions or based on the status of a party to this Note.

(1) You may renew or extend payments on this Note, regardless of the number of such renewals or extensions.

(2) You may release any Borrower, endorser, guarantor, surety, accommodation maker or any other co-signer.

(3) You may release, substitute or impair any Property securing this Note.

(4) You, or any institution participating in this Note, may invoke your right of set-off.

(5) You may enter into any sales, repurchases or participations of this Note to any person in any amounts and I waive notice of such sales, repurchases or participations.

(6) I agree that any of us signing this Note as a Borrower is authorized to modify the terms of this Note or any instrument securing, guarantying or relating to this Note.

(7) I agree that you may inform any party who guarantees this Loan of any Loan accommodations, renewals, extensions, modifications, substitutions or future advances.

B. **No Waiver By Lender.** Your course of dealing, or your forbearance from, or delay in, the exercise of any of your rights, remedies, privileges or right to insist upon my strict performance of any provisions contained in this Note, or other Loan documents, shall not be construed as a waiver by you, unless any such waiver is in writing and is signed by you.

12. **REMEDIES.** After I default, and after you give any legally required notice and opportunity to cure the default, you may at your option do any one or more of the following.

A. **Acceleration.** You may make all or any part of the amount owing by the terms of this Note immediately due.

B. **Sources.** You may use any and all remedies you have under state or federal law or in any instrument securing this Note.

C. **Insurance Benefits.** You may make a claim for any and all insurance benefits or refunds that may be available on my default.

D. **Payments Made On My Behalf.** Amounts advanced on my behalf will be immediately due and may be added to the balance owing under the terms of this Note, and accrue interest at the highest post-maturity interest rate.

E. **Set-Off.** You may use the right of set-off. This means you may set-off any amount due and payable under the terms of this Note against any right I have to receive money from you.

My right to receive money from you includes any deposit or share account balance I have with you; any money owed to me on an item presented to you or in your possession for collection or exchange; and any repurchase agreement or other non-deposit obligation. "Any amount due and payable under the terms of this Note" means the total amount to which you are entitled to demand payment under the terms of this Note at the time you set-off.

Subject to any other written contract, if my right to receive money from you is also owned by someone who has not agreed to pay this Note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement.

Your right of set-off does not apply to an account or other obligation where my rights arise only in a representative capacity. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set-off against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

F. **Waiver.** Except as otherwise required by law, by choosing any one or more of these remedies you do not give up your right to use any other remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

13. **COLLECTION EXPENSES AND ATTORNEYS' FEES.** On or after Default, to the extent permitted by law, I agree to pay all expenses of collection, enforcement or protection of your rights and remedies under this Note. Expenses include, but are not

limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Note. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the United States Bankruptcy Code, I agree to pay the reasonable attorneys' fees you incur to collect this Debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

14. WARRANTIES AND REPRESENTATIONS. I make to you the following warranties and representations which will continue as long as this Note is in effect:

A. Power. I am duly organized, and validly existing and in good standing in all jurisdictions in which I operate. I have the power and authority to enter into this transaction and to carry on my business or activity as it is now being conducted and, as applicable, am qualified to do so in each jurisdiction in which I operate.

B. Authority. The execution, delivery and performance of this Note and the obligation evidenced by this Note are within my powers, have been duly authorized, have received all necessary governmental approval, will not violate any provision of law, or order of court or governmental agency, and will not violate any agreement to which I am a party or to which I am or any of my Property is subject.

C. Name and Place of Business. Other than previously disclosed in writing to you I have not changed my name or principal place of business within the last 10 years and have not used any other trade or fictitious name. Without your prior written consent, I do not and will not use any other name and will preserve my existing name, trade names and franchises.

15. INSURANCE. I agree to obtain the insurance described in this Loan Agreement.

A. Property Insurance. I will insure or retain insurance coverage on the Property and abide by the insurance requirements of any security instrument securing this Loan.

B. Insurance Warranties. I agree to purchase any insurance coverages that are required, in the amounts you require, as described in this or any other documents I sign for this Loan. I will provide you with continuing proof of coverage. I will buy or provide insurance from a firm licensed to do business in the State where the Property is located. If I buy or provide the insurance from someone other than you, the firm will be reasonably acceptable to you. I will have the insurance company name you as loss payee on any insurance policy. You will apply the insurance proceeds toward what I owe you on the outstanding balance. I agree that if the insurance proceeds do not cover the amounts I still owe you, I will pay the difference. I will keep the insurance until all debts secured by this agreement are paid. If I want to buy the insurance from you, I have signed a separate statement agreeing to this purchase.

16. APPLICABLE LAW. This Note is governed by the laws of West Virginia, the United States of America and to the extent required, by the laws of the jurisdiction where the Property is located.

17. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. My obligation to pay this Loan is independent of the obligation of any other person who has also agreed to pay it. You may sue me alone, or anyone else who is obligated on this Loan, or any number of us together, to collect this Loan. Extending this Loan or new obligations under this Loan, will not affect my duty under this Loan and I will still be obligated to pay this Loan. The duties and benefits of this Loan will bind and benefit the successors and assigns of you and me.

18. AMENDMENT, INTEGRATION AND SEVERABILITY. This Note may not be amended or modified by oral agreement. No amendment or modification of this Note is effective unless made in writing and executed by you and me. This Note is the complete and final expression of the agreement. If any provision of this Note is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

19. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Note.

20. NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one party will be deemed to be notice to all parties. I will inform you in writing of any change in my name, address or other application information. I will provide you any financial statement or information you request. All financial statements and information I give you will be correct and complete. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Loan and to confirm your lien status on any Property. Time is of the essence.

21. CREDIT INFORMATION. I agree to supply you with whatever information you reasonably request. You will make requests for this information without undue frequency, and will give me reasonable time in which to supply the information.

22. ERRORS AND OMISSIONS. I agree, if requested by you, to fully cooperate in the correction, if necessary, in the reasonable discretion of you of any and all loan closing documents so that all documents accurately describe the loan between you and me. I agree to assume all costs including by way of illustration and not limitation, actual expenses, legal fees and marketing losses for failing to reasonably comply with your requests within thirty (30) days.

23. SIGNATURES. By signing under seal, I agree to the terms contained in this Note. I also acknowledge receipt of a copy of this Note.

BORROWER:

KBW, Inc.

By C.E. White (Seal)
C.E. White, President

LENDER:

United Bank, Inc.

By Julie R Gurtis (Seal)
Julie R Gurtis, Senior Vice President



@ your service

ALLONGE TO NOTE

WHEREAS, KBW, Inc. ("Borrower"), executed a Promissory Note, (#3013679-9001), dated January 6, 1999, in the original amount of One Million Twenty-Thousand and No Dollars (\$1,020,000.00) the "Note" to which this allonge is attached, payable to the order of United Bank successor by merger to United National Bank, a national banking association ("Lender"), which Note is secured by 221 Kanawha Blvd Charleston as well as an Assignment of Leases and Rents.

WHEREAS, the Borrower and Lender have agreed to modify the terms on the outstanding principal balance of the Note;

NOW, THEREFORE, in consideration of the promises agreed to herein, the sufficiency of which are hereby acknowledged, Borrower and Lender agree as follows:

1. Change the interest rate to NY Prime floating, to adjust as NY Prime changes, beginning July 15, 2008.
2. Adjust the amortization to 15 years, beginning July 15, 2008, with a 5 year balloon to mature July 15, 2013.

Except as herein modified, the Note shall remain in full force and effect and be binding upon the parties hereto.

Dated this 15 day of July, 2008.

UNITED BANK

BY:

Julie R. Gurtis

Market President

KBW, Inc.

BY:

C. E. White, President

EXHIBIT

5



@ your service

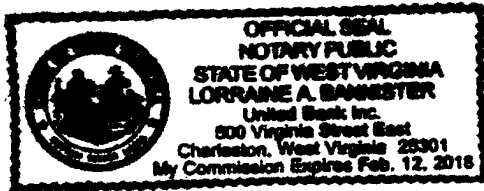
STATE OF WV
COUNTY OF Marion TO WIT:

The foregoing instrument was acknowledged before me this 15 day of July, 2008
by Julie R. Gurtis

My Commission Expires 2-12-2018

(Seal)

Lorraine A. Bannister
Notary Public



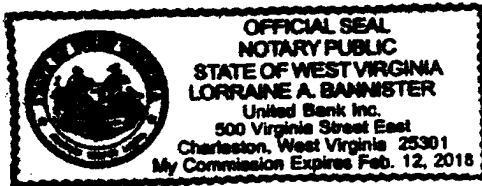
STATE OF WEST VIRGINIA
COUNTY OF _____ TO WIT:

The foregoing instrument was acknowledged before me this 15 day of July, 2008, by
Julie R. Gurtis Market President of United Bank.

My Commission Expires 2-12-2018

(Seal)

Lorraine A. Bannister
Notary Public



ALLONGE TO NOTE

WHEREAS, KBW, Inc. ("Borrower"), executed a Promissory Note, (#3013679-9001), dated January 6, 1999, in the original principal amount of One Million Twenty-Thousand and No Dollars (\$1,020,000.00), to which this allonge is attached, payable to the order of United Bank successor by merger to United National Bank, a national banking association ("Lender"), which Note is secured by 221 Kanawha Blvd Charleston as well as an Assignment of Leases and Rents.

WHEREAS, the Borrower and Lender have agreed to modify the terms on the outstanding principal balance of the Note;

NOW, THEREFORE, in consideration of the promises agreed to herein, the sufficiency of which are hereby acknowledged, Borrower and Lender agree as follows:

1. Change the interest rate to NY Prime floating; to adjust as NY Prime changes, beginning August 15, 2008.
2. Adjust the amortization to 15 years, beginning August 15, 2008; with a 5 year balloon to mature August 15, 2013.
3. Monthly payments of principal and interest beginning October 5, 2008 and monthly thereafter; payments shall adjust as NY Prime adjusts.
4. All other terms and conditions remain unchanged.

Except as herein modified, the Note shall remain in full force and effect and be binding upon the parties hereto.

Dated this 15 day of August, 2008.

UNITED BANK

KBW, Inc.

By: _____
Julie Gurtis
Market President

By: C.E. White
C.E. White, President

EXHIBIT

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AMENDMENT TO PROMISSORY NOTE
(ACCT. NO. 3013679-9001)

THIS AMENDMENT TO PROMISSORY NOTE ("Amendment") is effective as of September 15, 2011, and is made and given by KBW, INC., a West Virginia corporation ("Borrower"), to UNITED BANK, INC., a West Virginia state chartered bank ("Lender").

WITNESSETH:

WHEREAS, on January 6, 1999, Borrower executed and delivered that certain Promissory Note made payable to Lender in the principal sum of One Million Twenty Thousand and 00/100 Dollars (\$1,020,000.00), which note was refinanced by that certain Promissory Note in the amount \$747,308.31, dated March 15, 2004, and amended by that certain Allonge to Note, dated July 15, 2008 and that certain Allonge to Note, dated August 15, 2008 (subject to the modifications set forth below, the "Note"); and

WHEREAS, repayment of the Note is (i) guaranteed by C. E. White, and (ii) secured by a lien on Borrower's real property located in Charleston, West Virginia (the "Collateral"), pursuant to that certain Deed of Trust, dated January 6, 1999, executed by Borrower (the "Deed of Trust"); and

WHEREAS, as set forth in that certain Master Agreement, dated November 10, 2011, by and among United, Borrower and others, Borrower has requested that Lender extend the maturity date of the Note and modify the rate of interest provided in the Note; and

WHEREAS, Lender is agreeable to Borrower's requests, subject to the terms and conditions as set forth herein.

NOW, THEREFORE, for \$10.00, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. Effective as of November 10, 2011, section 1.B. of the Note shall be amended and modified to and shall provide as follows:

B. Note. Note refers to this document, as refinanced by that certain Promissory Note, dated March 15, 2004, and amended by that certain Allonge to Note, dated July 15, 2008, that certain Allonge to Note, dated August 15, 2008, that certain Amendment to Promissory Note, dated November 10, 2011, and any additional extensions, renewals, modification and substitutions of this Note.

2. Effective as of November 10, 2011, section 4 of the Note shall be amended and modified to and shall provide as follows:

4. INTEREST. Interest will accrue on the unpaid Principal balance of this Note as and at the rate described in the Variable Rate subsection (Interest Rate).

A. Post-Maturity Interest. After maturity or acceleration, interest will accrue on the unpaid Principal balance of this Note at the Interest Rate in effect from time to time, until paid in full.

B. Maximum Interest Amount. Any amount assessed or collected as interest under the terms of this Note or obligation will be limited to the Maximum Lawful Amount of interest allowed by state or federal law. Amounts collected in excess of the Maximum Lawful Amount will be applied first to the unpaid Principal balance. Any remainder will be refunded to me.

C. Statutory Authority. The amount assessed or collected on this Note is authorized by the West Virginia usury laws under W. Va. Code §§ 47A-1-1, 47-6-1, et. seq., 31A-4-27 to 31A-4-30a and 31C-7-2.

D. Accrual. During the scheduled term of this Loan interest accrues using an Actual/360 days counting method.

E. Variable Rate. The Interest Rate may change during the term of this transaction.

(1) Index. Beginning with the first Change Date, the Interest Rate will be based on the following index: the prime rate of interest as published in the Money Rates Column of The Wall Street Journal.

The Current Index is the most recent index figure available on each Change Date. You do not guaranty by selecting this Index, or the margin, that the Interest Rate on this Note will be the same rate you charge on any other loans or class of loans you make to me or other borrowers. If this Index is no longer available, you will substitute a similar index. You will give me notice of your choice.

(2) Change Date. Each date on which the Interest Rate may change is called a Change Date. The Interest Rate may change daily.

(3) Calculation Of Change. On each Change Date, you will calculate the Interest Rate, which will be the Current Index. The result of this calculation will be rounded to the nearest .01 percent. Subject to any limitations, this will be the

Interest Rate until the next Change Date. The next Interest Rate will become effective on each Change Date. The Interest Rate and other charges on this Note will never exceed the highest rate or charge allowed by law for this Note.

(4) Effect Of Variable Rate. A change in the Interest Rate will have the following effect on the payments: The amount of scheduled payments will change.

(5) Limitations. The Interest Rate changes are subject to the following limitations:

(a) Lifetime. The Interest Rate will never be less than 4.000 percent.

3. Effective as of November 10, 2011, section 5 of the Note shall be amended and modified to and shall provide as follows:

5. PAYMENT. Beginning on December 10, 2011, and continuing on the same day of each month thereafter for a period of thirty-four (34) calendar months, I shall make a payment to you of (a) principal calculated using a hypothetical amortization of the principal balance of the Note over a term of 20 years in the amount of \$1,768.82, plus (b) interest on the principal balance outstanding on this Note in such amount as you will invoice me based upon the applicable Interest Rate. The amount of my interest payment may change to reflect changes in the Interest Rate as described in the Variable Rate subsection of this Note. A final payment of the entire unpaid balance of Principal and interest will be due on December 9, 2014. Payments will be rounded to the nearest \$.01. With the final payment I also agree to pay any additional fees or charges owing and the amount of any advances you have made to others on my behalf. Each payment I make on this Note will be applied first to interest that is due then to principal that is due, and finally to any charges that I owe other than principal and interest. You may change how payments are applied in your sole discretion without notice to me. The actual amount of my final payment will depend on my payment record.

4. This Amendment is a modification only and not a novation. Except as herein modified, all other terms of the Note shall remain in full force and effect and the Deed of Trust, security agreement and other Loan Documents (as such term is defined in the Master Agreement) executed and/or delivered in connection with the Note and the loan evidenced by the Note shall remain in full force and effect and, along with the Note, shall be binding upon the respective parties thereto.

above.

WITNESS the following signatures and seals effective as of the date first written

LENDER:

UNITED BANK, INC.

By: 

Name: Julie R. Gurtis

Title: Market President

BORROWER:

KBW, INC.

By: 

Name: C. E. White

Title: President

GUARANTOR:


C. E. WHITE

LOAN NUMBER	LOAN NAME	ACCT. NUMBER	NOTE DATE	INITIALS
0301895-9009	C. E. White		03/15/04	JRG
NOTE AMOUNT	INDEX (w/Margin)	RATE	MATURITY DATE	LOAN PURPOSE
\$186,944.86	Wall Street Journal Prime	4.000%	02/15/09	Commercial
Creditor Use Only				

PROMISSORY NOTE

(Commercial - Single Advance - Variable Rate)

DATE AND PARTIES. The date of this Promissory Note (Note) is March 15, 2004. The parties and their addresses are:

LENDER:

UNITED BANK, INC.
500 Virginia Street - East
Charleston, West Virginia 25301
Telephone: (304) 348-8400

BORROWER:

C. E. WHITE
Box 3885
Charleston, West Virginia 25338-3885

1. DEFINITIONS. As used in this Note, the terms have the following meanings:

- A. **Pronouns.** The pronouns "I," "me," and "my" refer to each Borrower signing this Note, individually and together with their heirs, successors and assigns, and each other person or legal entity (including guarantors, endorser, and sureties) who agrees to pay this Note. "You" and "Your" refer to the Lender, with its participants or syndicators, successors and assigns, or any person or company that acquires an interest in the Loan.
- B. **Note.** Note refers to this document, and any extensions, renewals, modifications and substitutions of this Note.
- C. **Loan.** Loan refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures or notes, and this Note.
- D. **Property.** Property is any property, real, personal or intangible, that secures my performance of the obligations of this Loan.
- E. **Percent.** Rates and rate change limitations are expressed as annualized percentages.

2. REFINANCING. This Note will pay off the following described note(s):

Note Date	Note Number	Note Amount
January 6, 1999	# 0301895-9009	\$320,676.79

The remaining balance of the note listed in the table above is \$186,944.86.

3. PROMISE TO PAY. For value received, I promise to pay you or your order, at your address, or at such other location as you may designate, the principal sum of \$186,944.86 (Principal) plus interest from March 15, 2004 on the unpaid Principal balance until this Note matures or this obligation is accelerated.

4. INTEREST. Interest will accrue on the unpaid Principal balance of this Note at the rate of 4.000 percent (Interest Rate) until March 16, 2004, after which time it may change as described in the Variable Rate subsection.

- A. **Post-Maturity Interest.** After maturity or acceleration, interest will accrue on the unpaid Principal balance of this Note at the Interest Rate in effect from time to time, until paid in full.
- B. **Maximum Interest Amount.** Any amount assessed or collected as interest under the terms of this Note or obligation will be limited to the Maximum Lawful Amount of interest allowed by state or federal law. Amounts collected in excess of the Maximum Lawful Amount will be applied first to the unpaid Principal balance. Any remainder will be refunded to me.
- C. **Statutory Authority.** The amount assessed or collected on this Note is authorized by the West Virginia usury laws under W. Va. Code §§ 47A-1-1, 47-6-1 et. seq., 31A-4-27 to 31A-4-30a and 31C-7-2.
- D. **Accrual.** During the scheduled term of this Loan interest accrues using an Actual/360 days counting method.
- E. **Variable Rate.** The Interest Rate may change during the term of this transaction.

(1) **Index.** Beginning with the first Change Date, the Interest Rate will be based on the following index: the highest base rate on corporate loans posted by at least 75% of the nation's 30 largest banks that The Wall Street Journal publishes as the Prime Rate.

The Current Index is the most recent index figure available on each Change Date. You do not guaranty by selecting this Index, or the margin, that the Interest Rate on this Note will be the same rate you charge on any other loans or class of loans you make to me or other borrowers. If this Index is no longer available, you will substitute a similar index. You will give me notice of your choice.

(2) **Change Date.** Each date on which the Interest Rate may change is called a Change Date. The Interest Rate may change March 16, 2004 and daily thereafter.

(3) **Calculation Of Change.** On each Change Date, you will calculate the Interest Rate, which will be the Current Index. The result of this calculation will be rounded to the nearest .01 percent. Subject to any limitations, this will be the Interest Rate until the next Change Date. The new Interest Rate will become effective on each Change Date. The Interest Rate and other charges on this Note will never exceed the highest rate or charge allowed by law for this Note.

(4) **Effect Of Variable Rate.** A change in the Interest Rate will have the following effect on the payments: The amount of scheduled payments will change.

5. PAYMENT. I agree to pay this Note in 59 payments. A payment of \$3,500.77 will be due April 15, 2004, and on the 15th day of each month thereafter. This scheduled payment amount may change to reflect changes in the Interest Rate as described in the Variable Rate subsection of this Note. A final payment of the entire unpaid balance of Principal and interest will be due February 15, 2009.

Payments will be rounded to the nearest \$.01. With the final payment I also agree to pay any additional fees or charges owing and the amount of any advances you have made to others on my behalf. Payments scheduled to be paid on the 29th, 30th or 31st day of a month that contains no such day will, instead, be made on the last day of such month.

If the amount of a scheduled payment does not equal or exceed interest accrued during the payment period the unpaid portion will be added to, and will be payable with, the next scheduled payment.

Each payment I make on this Note will be applied first to interest that is due then to principal that is due, and finally to any charges that I owe other than principal and interest. If you and I agree to a different application of payments, we will describe our agreement on this Note. The actual amount of my final payment will depend on my payment record.

6. **PREPAYMENT.** I may prepay this Loan in full or in part at any time. Any partial prepayment will not excuse any later scheduled payments until I pay in full.
7. **LOAN PURPOSE.** The purpose of this Loan is Renewal Balloon Note.
8. **SECURITY.** This Loan is secured by separate security instruments prepared together with this Note as follows:

Document Name	Parties to Document
Deed Of Trust - 1650 Second Avenue	C. White
Leases And Rents Assignment - 1650 Second Avenue	C. White

and by the following, previously executed, security instruments or agreements: Deed of Trust by C.E. White Dated January 6, 1999 in Book 2512 Page 657; and Assignment of Leases and Rents by C.E. White Dated January 6, 1999 in Assignment Book 163 Page 988.

9. **DEFAULT.** I will be in default if any of the following occur:

- A. **Payments.** I fail to make a payment in full when due.
- B. **Insolvency.** I make an assignment for the benefit of creditors or become insolvent, either because my liabilities exceed my assets or I am unable to pay my debts as they become due.
- C. **Death or Incompetency.** I die or am declared legally incompetent.
- D. **Failure to Perform.** I fail to perform any condition or to keep any promise or covenant of this Note.
- E. **Other Documents.** A default occurs under the terms of any other transaction document.
- F. **Other Agreements.** I am in default on any other debt or agreement I have with you.
- G. **Misrepresentation.** I make any verbal or written statement or provide any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.
- H. **Judgment.** I fail to satisfy or appeal any judgment against me.
- I. **Forfeiture.** The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.
- J. **Name Change.** I change my name or assume an additional name without notifying you before making such a change.
- K. **Property Transfer.** I transfer all or a substantial part of my money or property.
- L. **Property Value.** The value of the Property declines or is impaired.
- M. **Insecurity.** You reasonably believe that you are insecure.

10. **ASSUMPTIONS.** Someone buying the Property cannot assume the obligation. You may declare the entire balance of the Note to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, or transfer of the Property.

11. **WAIVERS AND CONSENT.** To the extent not prohibited by law, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor.

A. **Additional Waivers By Borrower.** In addition, I, and any party to this Note and Loan, to the extent permitted by law, consent to certain actions you may take, and generally waive defenses that may be available based on these actions or based on the status of a party to this Note.

- (1) You may renew or extend payments on this Note, regardless of the number of such renewals or extensions.
- (2) You may release any Borrower, endorser, guarantor, surety, accommodation maker or any other co-signer.
- (3) You may release, substitute or impair any Property securing this Note.
- (4) You, or any institution participating in this Note, may invoke your right of set-off.
- (5) You may enter into any sales, repurchases or participations of this Note to any person in any amounts and I waive notice of such sales, repurchases or participations.
- (6) I agree that any of us signing this Note as a Borrower is authorized to modify the terms of this Note or any instrument securing, guarantying or relating to this Note.

B. **No Waiver By Lender.** Your course of dealing, or your forbearance from, or delay in, the exercise of any of your rights, remedies, privileges or right to insist upon my strict performance of any provisions contained in this Note, or other Loan documents, shall not be construed as a waiver by you, unless any such waiver is in writing and is signed by you.

12. **REMEDIES.** After I default, and after you give any legally required notice and opportunity to cure the default, you may at your option do any one or more of the following.

- A. **Acceleration.** You may make all or any part of the amount owing by the terms of this Note immediately due.
- B. **Sources.** You may use any and all remedies you have under state or federal law or in any instrument securing this Note.
- C. **Insurance Benefits.** You may make a claim for any and all insurance benefits or refunds that may be available on my default.
- D. **Payments Made On My Behalf.** Amounts advanced on my behalf will be immediately due and may be added to the balance owing under the terms of this Note, and accrue interest at the highest post-maturity interest rate.
- E. **Attachment.** You may attach or garnish my wages or earnings.
- F. **Set-Off.** You may use the right of set-off. This means you may set-off any amount due and payable under the terms of this Note against any right I have to receive money from you.

My right to receive money from you includes any deposit or share account balance I have with you; any money owed to me on an item presented to you or in your possession for collection or exchange; and any repurchase agreement or other non-deposit obligation. "Any amount due and payable under the terms of this Note" means the total amount to which you are entitled to demand payment under the terms of this Note at the time you set-off.

Subject to any other written contract, if my right to receive money from you is also owned by someone who has not agreed to pay this Note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement.

Your right of set-off does not apply to an account or other obligation where my rights arise only in a representative capacity. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set-off against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

G. **Waiver.** Except as otherwise required by law, by choosing any one or more of these remedies you do not give up your right to use any other remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

13. **COLLECTION EXPENSES AND ATTORNEYS' FEES.** On or after Default, to the extent permitted by law, I agree to pay all expenses of collection, enforcement or protection of your rights and remedies under this Note. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Note. All fees and expenses will be secured by the Property I have granted to you, if any. To

LOAN NUMBER: 0301895-9009

AMENDMENT TO PROMISSORY NOTE

THIS AMENDMENT TO PROMISSORY NOTE ("Amendment") is dated as of the 15th day of February, 2009, by and between UNITED BANK, INC. ("Lender") and C.E. WHITE, a resident of West Virginia ("Borrower").

WHEREAS, Borrower executed and delivered to Lender that Promissory Note (Commercial – Single Advance – Variable Rate), dated March 15, 2004, made payable to Lender in the principal amount of \$186,944.86, bearing loan number 0301895-9009 (the "Note"); and

WHEREAS, repayment of the Loan is secured by certain collateral as discussed in the Note and other loan documents; and

WHEREAS, Borrower has requested and Lender has agreed to modify the maturity date of the Note and alter the payment terms as set forth herein.

NOW, THEREFORE WITNESSETH, that for and in consideration of the mutual covenants hereinafter contained, the parties hereto covenant and agree that the Note is amended and modified as follows:

1. The maturity date of the Note is hereby modified and extended to and including May 31, 2010.
2. Section 4E of the Note is hereby amended to add subsection (5) which shall read as follows:

"(5) Limitation. In no event shall any Interest Rate change contemplated in this Section 4E result in an Interest Rate less than 4.000 percent per annum."

3. Section 5 of the Note is hereby deleted in its entirety and replaced with the following:

"5. PAYMENT. I agree to pay this Note in installments of accrued interest beginning on March 15, 2009, and then on the 15th day of each month thereafter. I agree to pay the entire unpaid principal and any accrued but unpaid interest on May 31, 2010.

Payments will be rounded to the nearest \$0.01. With the final payment I also agree to pay any additional fees or charges owing and the amount of any advances you have made to others on my behalf. Each payment I make on this Note will be applied first to interest that is due then to principal that is due, and finally to any charges that I owe other than principal and interest. You may change how payments are applied in your sole discretion without notice to me. The actual amount of my final payment will depend on my payment record."

EXHIBIT

4. In all other respects, the terms and conditions of the Note and all other documents executed in connection therewith shall remain in full force and effect and shall be binding upon the parties. All capitalized terms used in this Amendment without being defined shall have the meanings ascribed to them in the Note.
5. This Amendment is a modification only and not a novation.
6. This Amendment shall be construed in accordance with and governed by the laws of the State of West Virginia. The provisions of this Amendment shall be binding upon and inure to the benefit of each of the parties and their respective heirs, successors and assigns. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

WITNESS the following signatures.

BORROWER:


C.E. WHITE

LENDER:

UNITED BANK, INC.

By: 

Name

Title

ACCT. NUMBER: 0301895

AMENDMENT TO PROMISSORY NOTE

THIS AMENDMENT¹ TO PROMISSORY NOTE ("Amendment") is dated as of the 31st day of May, 2010, by and between UNITED BANK, INC. ("Lender") and C. E. WHITE a resident of West Virginia ("Borrower").

WHEREAS, Borrower executed and delivered to Lender that certain promissory note, dated January 5, 1999, made payable to Lender in the principal amount of \$320,676.79, bearing loan number 0301895-9009 (the "Note"); and

WHEREAS, repayment of the Loan is secured by certain collateral as discussed in the Note and other loan documents; and

WHEREAS, the outstanding balance on the Note is \$177,598.24 in principal as of June 28, 2010; and

NOW, THEREFORE WITNESSETH, that for and in consideration of the mutual covenants hereinafter contained, the parties hereto covenant and agree that the Note is amended and modified as follows:

1. The maturity date of the Note is hereby modified and extended to and including September 28, 2010.
2. In all other respects, the terms and conditions of the Note and all other documents executed in connection therewith shall remain in full force and effect and shall be binding upon the parties.
3. This Amendment is a modification only and not a novation.
4. This Amendment shall be construed in accordance with and governed by the laws of the State of West Virginia. The provisions of this Amendment shall be binding upon and inure to the benefit of each of the parties and their respective heirs, successors and assigns. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

WITNESS the following signatures.

BORROWER:

By: CSa.6
Name: C. E. White
Title: Individually

LENDER:

UNITED BANK, INC.

By: _____
Name: Julie R. Gurtis
Title: Regional President

S 7/25/10

WITNESSETH:

4. Interest. Interest will accrue on the unpaid Principal balance of this Note at the rate of and as described in the Variable Rate subsection (Interest Rate).

A. Post-Maturity Interest. After maturity or acceleration, interest will accrue on the unpaid Principal balance of this Note at the Interest Rate in effect from time to time, until paid in full.

B. Maximum Interest Amount. Any amount assessed or collected as interest under the terms of this Note or obligation will be limited to the Maximum Lawful Amount of interest allowed by state or federal law. Amounts collected in excess of the Maximum Lawful Amount will be applied first to the unpaid Principal balance. Any remainder will be refunded to me.

C. Statutory Authority. The amount assessed or collected on this Note is authorized by the West Virginia usury laws under W. Va. Code §§ 47A-1-1, 47-6-1, et seq., 31A-4-27 to 31A-4-30a and 31C-7-2.

D. Accrual. During the scheduled term of this Loan interest accrues using an Actual/360 days counting method.

E. Variable Rate. The Interest Rate may change during the term of this transaction.

(1) Index. Beginning with the first Change Date, the Interest Rate will be based on the following index: the prime rate of interest as published in the Money Rates column of The Wall Street Journal.

The Current Index is the most recent index figure available on each Change Date. You do not guaranty by selecting this Index, or the margin, that the Interest Rate on this Note will be the same rate you charge on any other loans or class of loans you make to me or other borrowers. If this Index is no longer available, you will substitute a similar index. You will give me notice of your choice.

(2) Change Date. Each date on which the Interest Rate may change is called a Change Date. The Interest Rate may change daily.

(3) Calculation Of Change. On each Change Date, you will calculate the Interest Rate, which will be the Current Index. The result of this calculation will be rounded to the nearest .01 percent. Subject to any limitations, this will be the

Interest Rate until the next Change Date. The new Interest Rate will become effective on each Change Date. The Interest Rate and other charges on this Note will never exceed the highest rate or charge allowed by law for this Note.

(4) Effect Of Variable. A change in the Interest Rate will have the following effect on the payments: The amount of scheduled payments will change.

(5) Limitations. The Interest Rate changes are subject to the following limitations:

(a) Lifetime. The Interest Rate will never be less than 4.000 percent.

3. Effective as of November 10, 2011, section 5 of the Note shall be amended and modified to and shall provide as follows:

5. PAYMENT. I agree to pay this note in 36 payments. This note is amortized as if I will be making 240 payments. I will make 35 payments of \$1,070.24 beginning on December 10, 2011, and continuing on the same day of each month thereafter. A single "balloon payment" of the entire unpaid balance of Principal and interest will be due December 9, 2014. The amount of my monthly payment may change to reflect changes in the Interest Rate as described in the Variable Rate subsection of this Note. Payments will be rounded to the nearest \$.01. With the final payment I also agree to pay any additional fees or charges owing and the amount of any advances you have made to others on my behalf. Each payment I make on this Note will be applied first to interest that is due then to principal that is due, and finally to any charges that I owe other than principal and interest. You may change how payments are applied in your sole discretion without notice to me. The actual amount of my final payment will depend on my payment record.

4. This Amendment is a modification only and not a novation. Except as herein modified, all other terms of the Note shall remain in full force and effect and the Deed of Trust, security agreement and other Loan Documents (as such term is defined in the Master Agreement) executed and/or delivered in connection with the Note and the loan evidenced by the Note shall remain in full force and effect and, along with the Note, shall be binding upon the respective parties thereto.

5. The Note is and will remain secured by valid and perfected liens on and security interests in and to the Collateral unless and until the Note and the documents granting and perfecting United's liens and security interests have been terminated in writing by Lender.

above.

WITNESS the following signatures and seals effective as of the date first written

LENDER:

UNITED BANK, INC.

By: 

Name: Julie R. Gurtis

Title: Market President

BORROWER:



C. E. WHITE

UNITED BANK

WEST VIRGINIA'S BANK

LOAN NUMBER	LOAN NAME	ACCT. NUMBER	NOTE DATE	INITIALS
3017845-9003	Blair White	3017845	08/27/04	JRG
NOTE AMOUNT	INDEX (w/Margin)	RATE	MATURITY DATE	LOAN PURPOSE
\$190,000.00	Wall Street Journal Prime	4.500%	02/23/05	Commercial

Creditor Use Only

PROMISSORY NOTE

(Commercial - Single Advance - Variable Rate)

DATE AND PARTIES. The date of this Promissory Note (Note) is August 27, 2004. The parties and their addresses are:

LENDER:

UNITED BANK, INC.
500 Virginia Street - East
Charleston, West Virginia 25301
Telephone: (304) 348-8400

BORROWER:

BLAIR WHITE
Box 3885
Charleston, West Virginia 25338-3885

1. DEFINITIONS. As used in this Note, the terms have the following meanings:

A. Pronouns. The pronouns "I," "me," and "my" refer to each Borrower signing this Note, individually and together with their heirs, successors and assigns, and each other person or legal entity (including guarantors, endorser, and sureties) who agrees to pay this Note. "You" and "Your" refer to the Lender, with its participants or syndicators, successors and assigns, or any person or company that acquires an interest in the Loan.

B. Note. Note refers to this document, and any extensions, renewals, modifications and substitutions of this Note.

C. Loan. Loan refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures or notes, and this Note.

D. Property. Property is any property, real, personal or intangible, that secures my performance of the obligations of this Loan.

E. Percent. Rates and rate change limitations are expressed as annualized percentages.

2. PROMISE TO PAY. For value received, I promise to pay you or your order, at your address, or at such other location as you may designate, the principal sum of \$190,000.00 (Principal) plus interest from August 27, 2004 on the unpaid Principal balance until this Note matures or this obligation is accelerated.

3. INTEREST. Interest will accrue on the unpaid Principal balance of this Note at the rate of 4.500 percent (Interest Rate) until August 28, 2004, after which time it may change as described in the Variable Rate subsection.

A. Post-Maturity Interest. After maturity or acceleration, interest will accrue on the unpaid Principal balance of this Note at the Interest Rate in effect from time to time, until paid in full.

B. Maximum Interest Amount. Any amount assessed or collected as interest under the terms of this Note or obligation will be limited to the Maximum Lawful Amount of interest allowed by state or federal law. Amounts collected in excess of the Maximum Lawful Amount will be applied first to the unpaid Principal balance. Any remainder will be refunded to me.

C. Statutory Authority. The amount assessed or collected on this Note is authorized by the West Virginia usury laws under W. Va. Code §§ 47A-1-1, 47-6-1 et. seq., 31A-4-27 to 31A-4-30a and 31C-7-2.

D. Accrual. During the scheduled term of this Loan interest accrues using an Actual/360 days counting method.

E. Variable Rate. The Interest Rate may change during the term of this transaction.

(1) **Index.** Beginning with the first Change Date, the Interest Rate will be based on the following index: the base rate on corporate loans posted by at least 75% of the nation's 30 largest banks known as the Wall Street Journal Prime Rate.

The Current Index is the most recent index figure available on each Change Date. You do not guaranty by selecting this Index, or the margin, that the Interest Rate on this Note will be the same rate you charge on any other loans or class of loans you make to me or other borrowers. If this Index is no longer available, you will substitute a similar index. You will give me notice of your choice.

(2) **Change Date.** Each date on which the Interest Rate may change is called a Change Date. The Interest Rate may change August 28, 2004 and daily thereafter.

(3) **Calculation Of Change.** On each Change Date, you will calculate the Interest Rate, which will be the Current Index. The result of this calculation will be rounded to the nearest .01 percent. Subject to any limitations, this will be the Interest Rate until the next Change Date. The new Interest Rate will become effective on each Change Date. The Interest Rate and other charges on this Note will never exceed the highest rate or charge allowed by law for this Note.

(4) **Effect Of Variable Rate.** A change in the Interest Rate will have the following effect on the payments: The amount of the final payment will change.

4. REMEDIAL CHARGES. In addition to interest or other finance charges, I agree that I will pay these additional fees based on my method and pattern of payment. Additional remedial charges may be described elsewhere in this Note.

A. Late Charge. If a payment is more than 10 days late, I will be charged 2.000 percent of the Amount of Payment or \$15.00, whichever is greater. However, this charge will not be greater than \$100.00. I will pay this late charge promptly but only once for each late payment.

5. PAYMENT. I agree to pay this Note in a single payment of all unpaid Principal and accrued interest on February 23, 2005. Payments will be rounded to the nearest \$.01. With the final payment I also agree to pay any additional fees or charges owing and the amount of any advances you have made to others on my behalf. Payments scheduled to be paid on the 29th, 30th or 31st day of a month that contains no such day will, instead, be made on the last day of such month.

6. PREPAYMENT. I may prepay this Loan under the following terms and conditions. The borrower shall have the privilege to prepay the principal amount of the loan in full (or in part) in the first two years of the permanent loan subject to a three percent (3%) prepayment premium, in the third and fourth years subject to a two percent (2%) prepayment premium, in the fifth year subject to a one percent prepayment premium (1.0%), and no prepayment premium after the fifth year. Notwithstanding

Blair White
West Virginia Promissory Note
WV/4XSIsterT00815100004473018082704N

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EXHIBIT

foregoing, the prepayment premium shall be waived on that portion of the loan which is prepaid from net operating income of the business operations of the Borrower. Any partial prepayment will not excuse any later scheduled payments until I pay in full.

7. **LOAN PURPOSE.** The purpose of this Loan is to payoff loan to KBW, Inc..

8. **DEFAULT.** I will be in default if any of the following occur:

A. **Payments.** I fail to make a payment in full when due.

B. **Insolvency or Bankruptcy.** The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against me or any co-signer, endorser, surety or guarantor of this Note or any other obligations I have with you.

C. **Death or Incompetency.** I die or am declared legally incompetent.

D. **Failure to Perform.** I fail to perform any condition or to keep any promise or covenant of this Note.

E. **Other Documents.** A default occurs under the terms of any other transaction document.

F. **Other Agreements.** I am in default on any other debt or agreement I have with you.

G. **Misrepresentation.** I make any verbal or written statement or provide any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

H. **Judgment.** I fail to satisfy or appeal any judgment against me.

I. **Forfeiture.** The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

J. **Name Change.** I change my name or assume an additional name without notifying you before making such a change.

K. **Property Transfer.** I transfer all or a substantial part of my money or property.

L. **Property Value.** The value of the Property declines or is impaired.

M. **Insecurity.** You reasonably believe that you are insecure.

9. **ASSUMPTIONS.** Someone buying the Property cannot assume the obligation. You may declare the entire balance of the Note to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, or transfer of the Property.

10. **WAIVERS AND CONSENT.** To the extent not prohibited by law, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor.

A. **Additional Waivers By Borrower.** In addition, I, and any party to this Note and Loan, to the extent permitted by law, consent to certain actions you may take, and generally waive defenses that may be available based on these actions or based on the status of a party to this Note.

(1) You may renew or extend payments on this Note, regardless of the number of such renewals or extensions.

(2) You may release any Borrower, endorser, guarantor, surety, accommodation maker or any other co-signer.

(3) You may release, substitute or impair any Property securing this Note.

(4) You, or any institution participating in this Note, may invoke your right of set-off.

(5) You may enter into any sales, repurchases or participations of this Note to any person in any amounts and I waive notice of such sales, repurchases or participations.

(6) I agree that any of us signing this Note as a Borrower is authorized to modify the terms of this Note or any instrument securing, guarantying or relating to this Note.

(7) I agree that you may inform any party who guarantees this Loan of any Loan accommodations, renewals, extensions, modifications, substitutions or future advances.

B. **No Waiver By Lender.** Your course of dealing, or your forbearance from, or delay in, the exercise of any of your rights, remedies, privileges or right to insist upon my strict performance of any provisions contained in this Note, or other Loan documents, shall not be construed as a waiver by you, unless any such waiver is in writing and is signed by you.

11. **REMEDIES.** After I default, and after you give any legally required notice and opportunity to cure the default, you may at your option do any one or more of the following.

A. **Acceleration.** You may make all or any part of the amount owing by the terms of this Note immediately due.

B. **Sources.** You may use any and all remedies you have under state or federal law or in any instrument securing this Note.

C. **Insurance Benefits.** You may make a claim for any and all insurance benefits or refunds that may be available on my default.

D. **Payments Made On My Behalf.** Amounts advanced on my behalf will be immediately due and may be added to the balance owing under the terms of this Note, and accrue interest at the highest post-maturity interest rate.

E. **Attachment.** You may attach or garnish my wages or earnings.

F. **Set-Off.** You may use the right of set-off. This means you may set-off any amount due and payable under the terms of this Note against any right I have to receive money from you.

My right to receive money from you includes any deposit or share account balance I have with you; any money owed to me on an item presented to you or in your possession for collection or exchange; and any repurchase agreement or other non-deposit obligation. "Any amount due and payable under the terms of this Note" means the total amount to which you are entitled to demand payment under the terms of this Note at the time you set-off.

Subject to any other written contract, if my right to receive money from you is also owned by someone who has not agreed to pay this Note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement.

Your right of set-off does not apply to an account or other obligation where my rights arise only in a representative capacity. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set-off against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

G. **Waiver.** Except as otherwise required by law, by choosing any one or more of these remedies you do not give up your right to use any other remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

12. **COLLECTION EXPENSES AND ATTORNEYS' FEES.** On or after Default, to the extent permitted by law, I agree to pay all expenses of collection, enforcement or protection of your rights and remedies under this Note. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Note. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the United States Bankruptcy Code, I agree to pay the reasonable attorneys' fees you incur to collect this Debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

13. **COMMISSIONS.** I understand and agree that you (or your affiliate) will earn commissions or fees on any insurance products, and may earn such fees on other services that I buy through you or your affiliate.

14. **WARRANTIES AND REPRESENTATIONS.** I have the right and authority to enter into this Note. The execution and delivery of this Note will not violate any agreement governing me or to which I am a party.

15. **APPLICABLE LAW.** This Note is governed by the laws of West Virginia, the United States of America and to the extent required, by the laws of the jurisdiction where the Property is located. In the event of a dispute, the exclusive forum, venue and place of jurisdiction will be in West Virginia, unless otherwise required by law.

16. **JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS.** My obligation to pay this Loan is independent of the obligation of any other person who has also agreed to pay it. You may sue me alone, or anyone else who is obligated on this Loan, or any number of us together, to collect this Loan. Extending this Loan or new obligations under this Loan, will not affect my duty under this Loan and I will still be obligated to pay this Loan. The duties and benefits of this Loan will bind and benefit the successors and assigns of you and me.

17. **AMENDMENT, INTEGRATION AND SEVERABILITY.** This Note may not be amended or modified by oral agreement. No amendment or modification of this Note is effective unless made in writing and executed by you and me. This Note is the complete and final expression of the agreement. If any provision of this Note is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

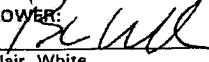
18. **INTERPRETATION.** Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Note.

19. **NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one party will be deemed to be notice to all parties. I will inform you in writing of any change in my name, address or other application information. I will provide you any financial statement or information you request. All financial statements and information I give you will be correct and complete. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Loan and to confirm your lien status on any Property. Time is of the essence.

20. **CREDIT INFORMATION.** I agree to supply you with whatever information you reasonably request. You will make requests for this information without undue frequency, and will give me reasonable time in which to supply the information.

21. **ERRORS AND OMISSIONS.** I agree, if requested by you, to fully cooperate in the correction, if necessary, in the reasonable discretion of you of any and all loan closing documents so that all documents accurately describe the loan between you and me. I agree to assume all costs including by way of illustration and not limitation, actual expenses, legal fees and marketing losses for failing to reasonably comply with your requests within thirty (30) days.

22. **SIGNATURES.** By signing under seal, I agree to the terms contained in this Note. I also acknowledge receipt of a copy of this Note.

BORROWER:  (Seal)
Blair White
Individually

LENDER:
United Bank, Inc.
By _____ (Seal)
Julie R Gurtis, Senior Vice President

7. ADDITIONAL TERMS. At your (lender's) sole option and upon terms and conditions set forth by you, this loan may be automatically extended/renewed from time to time.

8. SIGNATURES. By signing under seal, I agree to the terms contained in this Modification. I also acknowledge receipt of a copy of this Modification.

BORROWER:

~~Blair White~~
Individually

{Seal}

LENDER:**United Bank, Inc.**

By Julie R Gurnis, Senior Vice President (Seal)

ALLONGE TO NOTE

WHEREAS, Blair A. White ("Borrower"), executed a Promissory Note, (#3017845-9003), dated August 27, 2004, in the original principal amount of One Hundred Ninety Thousand and No Dollars (\$190,000.00), to which this allonge is attached, payable to the order of United Bank successor by merger to United National Bank, a national banking association ("Lender"), which Note is guaranteed by C.E. White.

WHEREAS, the Borrower and Lender have agreed to modify the terms on the outstanding principal balance of the Note;

NOW, THEREFORE, in consideration of the promises agreed to herein, the sufficiency of which are hereby acknowledged, Borrower and Lender agree as follows:

1. Adjust the amortization to 5 years, beginning August 27, 2008; with a 5 year maturity of August 27, 2013.
2. Monthly payments of principal and interest beginning October 27, 2008 and monthly thereafter; payments shall adjust as NY Prime adjusts.
3. All other terms and conditions remain unchanged.

Except as herein modified, the Note shall remain in full force and effect and be binding upon the parties hereto.

Dated this 30 day of September, 2008.

UNITED BANK

By: 

Julie Gurtis
Market President

By: 

Blair A. White

GUARANTOR

By: 

C.E. White

EXHIBIT



LOAN NUMBER	LOAN NAME	ACCT. NUMBER	NOTE DATE	INITIALS
0301895-9027	Clarence E. White	0301895	08/23/06	JRG
NOTE AMOUNT	INDEX (w/Margin)	RATE	MATURITY DATE	LOAN PURPOSE
\$4,420,061.00	Not Applicable	7.910%	08/23/11	Commercial
Creditor Use Only				

PROMISSORY NOTE

(Commercial - Single Advance)

State of Florida's Documentary Stamp is not required on this Note.

DATE AND PARTIES. The date of this Promissory Note (Note) is August 23, 2006. The parties and their addresses are:

LENDER:

UNITED BANK, INC.
500 Virginia Street - East
Charleston, West Virginia 25301
Telephone: (304) 348-8400

BORROWER:

CLARENCE E. WHITE
PO Box 18490
South Charleston, West Virginia 25303

1. DEFINITIONS. As used in this Note, the terms have the following meanings:

- A. **Pronouns.** The pronouns "I," "me," and "my" refer to each Borrower signing this Note, individually and together. "You" and "Your" refer to the Lender.
- B. **Note.** Note refers to this document, and any extensions, renewals, modifications and substitutions of this Note.
- C. **Loan.** Loan refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures or notes, and this Note.
- D. **Loan Documents.** Loan Documents refer to all the documents executed as a part of or in connection with the Loan.
- E. **Property.** Property is any property, real, personal or intangible, that secures my performance of the obligations of this Loan.
- F. **Percent.** Rates and rate change limitations are expressed as annualized percentages.

2. PROMISE TO PAY. For value received, I promise to pay you or your order, at your address, or at such other location as you may designate, the principal sum of \$4,420,061.00 (Principal) plus interest from August 23, 2006 on the unpaid Principal balance until this Note matures or this obligation is accelerated.

3. INTEREST. Interest will accrue on the unpaid Principal balance of this Note at the rate of 7.910 percent (Interest Rate).

A. **Interest After Default.** If you declare a default under the terms of this Loan, including for failure to pay in full at maturity, you may increase the Interest Rate otherwise payable as described in this section. In such event, interest will accrue on the unpaid Principal balance of this Note at the Interest Rate in effect from time to time under the terms of this Note, until paid in full.

B. **Maximum Interest Amount.** Any amount assessed or collected as interest under the terms of this Note will be limited to the maximum lawful amount of interest allowed by state or federal law, whichever is greater. Amounts collected in excess of the maximum lawful amount will be applied first to the unpaid Principal balance. Any remainder will be refunded to me.

C. **Statutory Authority.** The amount assessed or collected on this Note is authorized by the West Virginia usury laws under W. Va. Code §§ 47A-1-1, 47-6-1 et. seq., 31A-4-27 to 31A-4-30a and 31C-7-2.

D. **Accrual.** Interest accrues using an Actual/360 days counting method.

4. ADDITIONAL CHARGES. As additional consideration, I agree to pay, or have paid, these additional fees and charges.

A. **Nonrefundable Fees and Charges.** The following fees are earned when collected and will not be refunded if I prepay this Note before the scheduled maturity date.

Documentary Stamps. A(n) Documentary Stamps fee of \$15,470.00 payable from the loan proceeds.

Intangible Tax - BD of County Commission. A(n) Intangible Tax - BD of County Commission fee of \$8,840.00 payable from the loan proceeds.

Title Insurance Binder. A(n) Title Insurance Binder fee of \$11,205.00 payable from the loan proceeds.

Recording - Mortgage. A(n) Recording - Mortgage fee of \$61.00 payable from the loan proceeds.

Loan Origination. A(n) Loan Origination fee of \$250.00 payable from the loan proceeds.

Flood Certification. A(n) Flood Certification fee of \$15.00 payable from the loan proceeds.

Appraisal. A(n) Appraisal fee of \$1,035.00 payable from the loan proceeds.

Abstract or Title Search. A(n) Abstract or Title Search fee of \$250.00 payable from the loan proceeds.

5. REMEDIAL CHARGES. In addition to interest or other finance charges, I agree that I will pay these additional fees based on my method and pattern of payment. Additional remedial charges may be described elsewhere in this Note.

A. **Late Charge.** If a payment is more than 10 days late, I will be charged 2.000 percent of the Amount of Payment or \$15.00, whichever is greater. However, this charge will not be greater than \$100.00. I will pay this late charge promptly but only once for each late payment.

6. PAYMENT. I agree to pay this Note in 60 payments. This Note is amortized over 240 payments. I will make 59 payments of \$37,043.54 beginning on September 23, 2006, and on the 23rd day of each month thereafter. A single "balloon payment" of the entire unpaid balance of Principal and interest will be due August 23, 2011.

Payments will be rounded to the nearest \$.01. With the final payment I also agree to pay any additional fees or charges owing and the amount of any advances you have made to others on my behalf. Payments scheduled to be paid on the 29th, 30th or 31st day of a month that contains no such day will, instead, be made on the last day of such month.

Each payment I make on this Note will be applied first to interest that is due then to principal that is due, and finally to any charges that I owe other than principal and interest. If you and I agree to a different application of payments, we will describe our agreement on this Note. You may change how payments are applied in your sole discretion without notice to me. The actual amount of my final payment will depend on my payment record.

7. PREPAYMENT. I may prepay this Loan in full or in part at any time. Any partial prepayment will not excuse any later scheduled payments until I pay in full.

Document Name	Parties to Document
Mortgage - 1717 North Atlantic Boulevard	Clarence E. White

A. Payments. I fail to make a payment in full when due.

B. Insolvency or Bankruptcy. The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against me or any co-signer, endorser, surety or guarantor of this Note or any other obligations I have with you.

C. Death or Incompetency. I die or am declared legally incompetent.

D. Failure to Perform. I fail to perform any condition or to keep any promise or covenant of this Note.

E. Other Documents. A default occurs under the terms of any other Loan Document.

F. Other Agreements. I am in default on any other debt or agreement I have with you.

G. Misrepresentation. I make any verbal or written statement or provide any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

H. Judgment. I fail to satisfy or appeal any judgment against me.

I. Forfeiture. The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

J. Name Change. I change my name or assume an additional name without notifying you before making such a change.

K. Property Transfer. I transfer all or a substantial part of my money or property.

L. Property Value. You determine in good faith that the value of the Property has declined or is impaired.

M. Insecurity. You determine in good faith that a material adverse change has occurred in my financial condition from the conditions set forth in my most recent financial statement before the date of this Note or that the prospect for payment or performance of the Loan is impaired for any reason.

15. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after Default, to the extent permitted by law, I agree to pay all expenses of collection, enforcement or protection of your rights and remedies under this Note or any other Loan Document. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Note. All fees and expenses will be secured by the Property I have granted to you, if any. In addition, to the extent permitted by the United States Bankruptcy Code, I agree to

pay the reasonable attorneys' fees incurred by you to protect your rights and interests in connection with any bankruptcy proceedings initiated by or against me.

16. COMMISSIONS. I understand and agree that you (or your affiliate) will earn commissions or fees on any insurance products, and may earn such fees on other services that I buy through you or your affiliate.

17. WARRANTIES AND REPRESENTATIONS. I have the right and authority to enter into this Note. The execution and delivery of this Note will not violate any agreement governing me or to which I am a party.

18. INSURANCE. I agree to obtain the insurance described in this Loan Agreement.

A. Property Insurance. I will insure or retain insurance coverage on the Property and abide by the insurance requirements of any security instrument securing this Loan.

B. Flood Insurance Is Required. I will insure the real property securing this Loan against hazards caused by flooding as described by other documents I sign for this Loan.

C. Insurance Warranties. I agree to purchase any insurance coverages that are required, in the amounts you require, as described in this or any other documents I sign for this Loan. I will provide you with continuing proof of coverage. I will buy or provide insurance from a firm licensed to do business in the State where the Property is located. If I buy or provide the insurance from someone other than you, the firm will be reasonably acceptable to you. I will have the insurance company name you as loss payee on any insurance policy. You will apply the insurance proceeds toward what I owe you on the outstanding balance. I agree that if the insurance proceeds do not cover the amounts I still owe you, I will pay the difference. I will keep the insurance until all debts secured by this agreement are paid. If I want to buy the insurance from you, I have signed a separate statement agreeing to this purchase.

19. APPLICABLE LAW. This Note is governed by the laws of West Virginia, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.

20. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. My obligation to pay the Loan is independent of the obligation of any other person who has also agreed to pay it. You may sue me alone, or anyone else who is obligated on the Loan, or any number of us together, to collect the Loan. Extending the Loan or new obligations under the Loan, will not affect my duty under the Loan and I will still be obligated to pay the Loan. This Note shall inure to the benefit of and be enforceable by you and your successors and assigns and shall be binding upon and enforceable against me and my personal representatives, successors, heirs and assigns.

21. AMENDMENT, INTEGRATION AND SEVERABILITY. This Note may not be amended or modified by oral agreement. No amendment or modification of this Note is effective unless made in writing and executed by you and me. This Note and the other Loan Documents are the complete and final expression of the agreement. If any provision of this Note is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

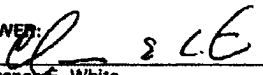
22. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Note.


23. NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Borrower will be deemed to be notice to all Borrowers. I will inform you in writing of any change in my name, address or other application information. I will provide you any financial statement or information you request. All financial statements and information I give you will be correct and complete. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Loan and to confirm your lien status on any Property. Time is of the essence.

24. CREDIT INFORMATION. I agree to supply you with whatever information you reasonably request. You will make requests for this information without undue frequency, and will give me reasonable time in which to supply the information.

25. ERRORS AND OMISSIONS. I agree, if requested by you, to fully cooperate in the correction, if necessary, in the reasonable discretion of you of any and all loan closing documents so that all documents accurately describe the loan between you and me. I agree to assume all costs including by way of illustration and not limitation, actual expenses, legal fees and marketing losses for failing to reasonably comply with your requests within thirty (30) days.

26. SIGNATURES. By signing under seal, I agree to the terms contained in this Note. I also acknowledge receipt of a copy of this Note.

BORROWER:  (Seal)
Clarence E. White
Individually

LENDER:
United Bank, Inc.
By  (Seal)
Julie R Gurtis, Senior Vice President

5 12/2011

AMENDMENT TO PROMISSORY NOTE
(ACCT. NO. 0301895-9028)

THIS AMENDMENT TO PROMISSORY NOTE ("Amendment") is effective as of August 23, 2011, and is made and given by C. E. WHITE, a West Virginia resident ("Borrower"), to UNITED BANK, INC., a West Virginia state chartered bank ("Lender").

WITNESSETH:

WHEREAS, on August 23, 2006, Borrower executed and delivered that certain Promissory Note made payable to Lender in the principal sum of Four Million Four Hundred Twenty Thousand Sixty-One and 00/100 Dollars (\$4,420,061.00) (subject to the modifications set forth below, the "Note"); and

WHEREAS, repayment of the Note is secured by a lien on Borrower's real property located in Fort Lauderdale, Florida (the "Collateral"), pursuant to that certain Mortgage, dated August 23, 2006, executed by Borrower; and

WHEREAS, Borrower has requested that Lender extend the maturity date of the Note, modify the payments and modify the rate of interest provided in the Note; and

WHEREAS, Lender is agreeable to Borrower's requests, subject to the terms and conditions as set forth herein.

NOW, THEREFORE, for \$10.00, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. Effective as of November 10, 2011, section 1.B. of the Note shall be amended and modified to and shall provide as follows:

B. Note. Note refers to this document, as amended by that certain Amendment to Promissory Note, dated as of August 23, 2011, and any extensions, renewals, modification and substitutions of this Note.

2. Effective as of November 10, 2011, section 3 of the Note shall be amended and modified to and shall provide as follows:

3. INTEREST. Interest will accrue on the unpaid Principal balance of this Note as and at the rate described in the Variable Rate subsection (Interest Rate).

A. Interest After Default. If you declare a default under the terms of this Loan, including for failure to pay in full at maturity, you may increase the Interest Rate otherwise payable as described in this section. In such event, interest will accrue on the unpaid Principal balance of this Note at the Interest

Rate in effect from time to time under the terms of this Note, until paid in full.

B. **Maximum Interest Amount.** Any amount assessed or collected as interest under the terms of this Note will be limited to the maximum lawful amount of interest allowed by state or federal law, whichever is greater. Amounts collected in excess of the maximum lawful amount will be applied first to the unpaid Principal balance. Any remainder will be refunded to me.

C. **Statutory Authority.** The amount assessed or collected on this Note is authorized by the West Virginia usury laws under W. Va. Code §§ 47A-1-1, 47-6-1 et. seq., 31A-4-27 to 31A-4-30a and 31C7-2.

D. **Accrual.** Interest accrues using an Actual/360 days counting method.

E. **Variable Rate.** The Interest Rate may change during the term of this transaction.

(1) **Index.** Beginning with the first Change Date, the Interest Rate will be based on the following index: the prime rate of interest as published in the Money Rates column of The Wall Street Journal.

The Current Index is the most recent index figure available on each Change Date. You do not guaranty by selecting this Index, or the margin, that the Interest Rate on this Note will be the same rate you charge on any other loans or class of loans you make to me or other borrowers. If this Index is no longer available, you will substitute a similar index. You will give me notice of your choice.

(2) **Change Date.** Each date on which the Interest Rate may change is called a Change Date. The Interest Rate may change daily.

(3) **Calculation of Change.** On each Change Date you will calculate the Interest Rate, which will be the Current Index. The result of this calculation will be rounded to the nearest .01 percent. Subject to any limitations, this will be the Interest Rate until the next Change Date. The new Interest Rate will become effective on each Change Date. The Interest Rate and other charges on this Note will never exceed the highest rate or charge allowed by law for this Note.

(4) Limitations. The Interest Rate changes are subject to the following limitations:

(a) Lifetime. The Interest Rate will never be less than 4.000 percent.

(5) Effect Of Variable Rate. A change in the Interest Rate will have the following effect on the payments: The amount of scheduled payments and the amount of the final payment will change.

3. Effective as of November 10, 2011, the maturity date of the Note is hereby extended to and including December 23, 2012. Accordingly, section 6 of the Note shall be amended and modified to and shall provide as follows:

6. PAYMENT. I agree to pay this Note in installments of accrued interest beginning December 23, 2011, and on the 23rd day of each month thereafter. I agree to pay the entire unpaid Principal and any accrued but unpaid interest on December 23, 2012. Payments will be rounded to the nearest \$.01. With the final payment I also agree to pay any additional fees or charges owing and the amount of any advances you have made to others on my behalf. Payments scheduled to be paid on the 29th, 30th or 31st day of a month that contains no such day will, instead, be made on the last day of such month. Each payment I make on this Note will be applied first to interest that is due then to principal that is due, and finally to any charges that I owe other than principal and interest. You may change how payments are applied in your sole discretion without notice to me. The actual amount of my final payment will depend on my payment record.

4. Borrower acknowledges that the principal amount of the Note has been fully drawn and that no additional funds are available to be drawn on the Note.

5. This Amendment is a modification only and not a novation. Except as herein modified, all other terms of the Note shall remain in full force and effect and the mortgage, security agreement and other Loan Documents (as such term is defined in that certain Master Agreement, dated November 10, 2011) executed and/or delivered in connection with the Note and the loan evidenced by the Note shall remain in full force and effect and, along with the Note, shall be binding upon the respective parties thereto.

6. The Note is and will remain secured by a valid and perfected mortgage lien on the Collateral unless and until the Note and the Mortgage have been terminated in writing by United.

above.

WITNESS the following signatures and seals effective as of the date first written

LENDER:


UNITED BANK, INC.

By: 

Name: Julie R. Gurtis

Title: Market President

BORROWER:


C. E. WHITE

SECOND AMENDMENT TO PROMISSORY NOTE
(ACCT. NO. 0301895-9028)

THIS SECOND AMENDMENT TO PROMISSORY NOTE (this "Amendment") is effective as of December 23, 2012, and is made and given by C. E. WHITE, a West Virginia resident ("Borrower"), to UNITED BANK, INC., a West Virginia state chartered bank ("Lender").

WITNESSETH:

WHEREAS, on August 23, 2006, Borrower executed and delivered that certain Promissory Note made payable to Lender in the principal sum of Four Million Four Hundred Twenty Thousand Sixty-One and 00/100 Dollars (\$4,420,061.00), which Promissory Note was amended by that certain Amendment to Promissory Note, dated as of August 23, 2011 (subject to the modifications set forth below, the "Note"); and

WHEREAS, repayment of the Note is secured by a lien on Borrower's real property located in Fort Lauderdale, Florida (the "Collateral"), pursuant to that certain Mortgage, dated August 23, 2006, executed by Borrower and Lender (the "Mortgage"); and

WHEREAS, Borrower has requested that Lender extend the maturity date of the Note; and

WHEREAS, Lender is agreeable to Borrower's requests, subject to the terms and conditions as set forth herein.

NOW, THEREFORE, for \$10.00, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. Section 1.B. of the Note is hereby amended and modified to and provides as follows:

B. Note. Note refers to this document, as amended by that certain Amendment to Promissory Note, dated as of August 23, 2011, that certain Second Amendment to Promissory Note, dated as of December 23, 2012, and any additional extensions, renewals, modification and substitutions of this Note.

2. The maturity date of the Note is hereby extended to and including March 23, 2013. Accordingly, section 6 of the Note is hereby amended and modified to and provides as follows:

6. PAYMENT. I agree to pay this Note in installments of accrued interest beginning December 10, 2011, and on the 10th day of each month thereafter. I agree to pay the entire unpaid Principal and any accrued but unpaid interest on March 23,

2013. Payments will be rounded to the nearest \$0.01. With the final payment I also agree to pay any additional fees or charges owing and the amount of any advances you have made to others on my behalf. Each payment I make on this Note will be applied first to interest that is due then to principal that is due, and finally to any charges that I owe other than principal and interest. You may change how payments are applied in your sole discretion without notice to me. The actual amount of my final payment will depend on my payment record.

4. Borrower acknowledges that the principal amount of the Note has been fully drawn and that no additional funds are available to be drawn on the Note.

5. This Amendment is a modification only and not a novation. Except as herein modified, all other terms of the Note remain in full force and effect and the mortgage, security agreement, and other Loan Documents (as such term is defined in that certain Master Agreement, dated November 10, 2011) executed and/or delivered in connection with the Note and the loan evidenced by the Note remain in full force and effect and, along with the Note, are binding upon the respective parties thereto.

6. The Note is and will remain secured by a valid and perfected mortgage lien on the Collateral unless and until the Note and the Mortgage have been terminated in writing by United.

[Remainder of page intentionally left blank; Signature page follows this page]

WITNESS the following signatures and seals effective as of the date first written above.

LENDER:

UNITED BANK, INC.

By: *Nathan E. Testman*
Name: *Nathan E. Testman*
Title: *Banking officer*

BORROWER:

C E White
C. E. WHITE

THIRD AMENDMENT TO PROMISSORY NOTE
(ACCT. NO. 10301895-9028)

THIS THIRD AMENDMENT TO PROMISSORY NOTE (this "Amendment") is effective as of March 23, 2013, and is made and given by C. E. WHITE, a West Virginia resident ("Borrower"), to UNITED BANK, INC., a West Virginia state chartered bank ("Lender").

WITNESSETH:

WHEREAS, on August 23, 2006, Borrower executed and delivered that certain Promissory Note made payable to Lender in the principal sum of Four Million Four Hundred Twenty Thousand Sixty-One and 00/100 Dollars (\$4,420,061.00), which Promissory Note was amended by that certain Amendment to Promissory Note, dated as of August 23, 2011, and was further amended by that certain Second Amendment to Promissory Note, dated as of December 23, 2012 (subject to the modifications set forth below, the "Note"); and

WHEREAS, repayment of the Note is secured by a lien on Borrower's real property located in Fort Lauderdale, Florida (the "Collateral"), pursuant to that certain Mortgage, dated August 23, 2006, executed by Borrower and Lender (the "Mortgage"); and

WHEREAS, Borrower has requested that Lender extend the maturity date of the Note; and

WHEREAS, Lender is agreeable to Borrower's requests, subject to the terms and conditions as set forth herein.

NOW, THEREFORE, for \$10.00, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. Section 1.B. of the Note is hereby amended and modified to and provides as follows:

B. Note. Note refers to this document, as amended by that certain Amendment to Promissory Note, dated as of August 23, 2011, that certain Second Amendment to Promissory Note, dated as of December 23, 2012, and that certain Third Amendment to Promissory Note, dated as of March 23, 2013 and any additional extensions, renewals, modification and substitutions of this Note.

2. The maturity date of the Note is hereby extended to and including June 23, 2013. Accordingly, section 6 of the Note is hereby amended and modified to and provides as follows:

6. **PAYMENT.** I agree to pay this Note in installments of accrued interest beginning December 10, 2011, and on the 10th day of each month thereafter. I agree to pay the entire unpaid Principal and any accrued but unpaid interest on June 23, 2013. Payments will be rounded to the nearest \$0.01. With the final payment I also agree to pay any additional fees or charges owing and the amount of any advances you have made to others on my behalf. Each payment I make on this Note will be applied first to interest that is due then to principal that is due, and finally to any charges that I owe other than principal and interest. You may change how payments are applied in your sole discretion without notice to me. The actual amount of my final payment will depend on my payment record.

4. Borrower acknowledges that the principal amount of the Note has been fully drawn and that no additional funds are available to be drawn on the Note.

5. This Amendment is a modification only and not a novation. Except as herein modified, all other terms of the Note remain in full force and effect and the mortgage, security agreement, and other Loan Documents (as such term is defined in that certain Master Agreement, dated November 10, 2011) executed and/or delivered in connection with the Note and the loan evidenced by the Note remain in full force and effect and, along with the Note, are binding upon the respective parties thereto.

6. The Note is and will remain secured by a valid and perfected mortgage lien on the Collateral unless and until the Note and the Mortgage have been terminated in writing by United.

[Remainder of page intentionally left blank; Signature page follows this page]

WITNESS the following signatures and seals effective as of the date first written above.

LENDER:

UNITED BANK, INC.

By: W. E. White

Name:

Title:

BORROWER:

C. E. White
C.E. WHITE



LOAN NUMBER 3026960-9001	LOAN NAME Blair White	ACCT. NUMBER	NOTE DATE 10/25/11	INITIALS NET
NOTE AMOUNT \$2,259,871.13	INDEX (w/Margin) Not Applicable	RATE 5.000%	MATURITY DATE 06/30/12	LOAN PURPOSE Commercial
Creditor Use Only				

PROMISSORY NOTE
(Commercial - Single Advance)

DATE AND PARTIES. The date of this Promissory Note (Note) is October 25, 2011. The parties and their addresses are:

LENDER:

UNITED BANK, INC.
500 Virginia Street - East
Charleston, WV 25301
Telephone: (304) 348-8400

BORROWER:

BLAIR WHITE
PO Box 18490
South Charleston, WV 25303-8490
GLENN RUNYAN
14480 Hopewell Rd.
Alpharetta, GA 30004
C. E. WHITE
PO Box 18490
South Charleston, WV 25303

1. DEFINITIONS. As used in this Note, the terms have the following meanings:

- A. **Pronouns.** The pronouns "I," "me," and "my" refer to each Borrower signing this Note, individually and together. "You" and "Your" refer to the Lender.
- B. **Note.** Note refers to this document, and any extensions, renewals, modifications and substitutions of this Note.
- C. **Loan.** Loan refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures or notes, and this Note.
- D. **Loan Documents.** Loan Documents refer to all the documents executed as a part of or in connection with the Loan.
- E. **Property.** Property is any property, real, personal or intangible, that secures my performance of the obligations of this Loan.
- F. **Percent.** Rates and rate change limitations are expressed as annualized percentages.
- G. **Dollar Amounts.** All dollar amounts will be payable in lawful money of the United States of America.

2. REFINANCING. This Note will pay off the following described note(s):

Note Date	Note Number	Note Amount
October 31, 2006	# 3026960-9001	\$2,500,000.00

The remaining balance of the note listed in the table above is \$2,259,871.13.

3. PROMISE TO PAY. For value received, I promise to pay you or your order, at your address, or at such other location as you may designate, the principal sum of \$2,259,871.13 (Principal) plus interest from October 25, 2011 on the unpaid Principal balance until this Note matures or this obligation is accelerated.

4. INTEREST. Interest will accrue on the unpaid Principal balance of this Note at the rate of 5.000 percent (Interest Rate).

A. **Interest After Default.** If you declare a default under the terms of the Loan, including for failure to pay in full at maturity, you may increase the Interest Rate otherwise payable as described in this section. In such event, interest will accrue on the unpaid Principal balance of this Note at a rate equal to the rate in effect prior to default, plus 5.000 percent, until paid in full.

B. **Maximum Interest Amount.** Any amount assessed or collected as interest under the terms of this Note will be limited to the maximum lawful amount of interest allowed by state or federal law, whichever is greater. Amounts collected in excess of the maximum lawful amount will be applied first to the unpaid Principal balance. Any remainder will be refunded to me.

C. **Statutory Authority.** The amount assessed or collected on this Note is authorized by the West Virginia usury laws under W. Va. Code §§ 47A-1-1, 47-6-1 et. seq., 31A-4-27 to 31A-4-30a and 31C-7-2.

D. **Accrual.** Interest accrues using an Actual/360 days counting method.

5. REMEDIAL CHARGES. In addition to interest or other finance charges, I agree that I will pay these additional fees based on my method and pattern of payment. Additional remedial charges may be described elsewhere in this Note.

A. **Late Charge.** If a payment is more than 10 days late, I will be charged 2.000 percent of the Amount of Payment or \$15.00, whichever is greater. However, this charge will not be greater than \$100.00. I will pay this late charge promptly but only once for each late payment.

6. PAYMENT. I agree to pay this Note in 8 payments. I will make 7 payments of \$19,385.81 beginning on November 30, 2011, and on the last day of each month thereafter. A single "balloon payment" of the entire unpaid balance of Principal and interest will be due June 30, 2012.

Payments will be rounded to the nearest \$.01. With the final payment I also agree to pay any additional fees or charges owing and the amount of any advances you have made to others on my behalf. Payments scheduled to be paid on the 29th, 30th or 31st day of a month that contains no such day will, instead, be made on the last day of such month.

Each payment I make on this Note will be applied first to interest that is due then to principal that is due, and finally to any charges that I owe other than principal and interest. If you and I agree to a different application of payments, we will describe our agreement on this Note. You may change how payments are applied in your sole discretion without notice to me. The actual amount of my final payment will depend on my payment record.

- A. Acceleration.** You may make all or any part of the amount owing by the terms of this Note immediately due.
- B. Sources.** You may use any and all remedies you have under state or federal law or in any Loan Document.
- C. Insurance Benefits.** You may make a claim for any and all insurance benefits or refunds that may be available on my default.
- D. Payments Made On My Behalf.** Amounts advanced on my behalf will be immediately due and may be added to the balance owing under the terms of this Note, and accrue interest at the highest post-maturity interest rate.
- E. Attachment.** You may attach or garnish my wages or earnings.
- F. Set-Off.** You may use the right of set-off. This means you may set-off any amount due and payable under the terms of this Note against any right I have to receive money from you.
- My right to receive money from you includes any deposit or share account balance I have with you; any money owed to me on an item presented to you or in your possession for collection or exchange; and any repurchase agreement or other non-deposit obligation. "Any amount due and payable under the terms of this Note" means the total amount to which you are entitled to demand payment under the terms of this Note at the time you set-off.
- Subject to any other written contract, if my right to receive money from you is also owned by someone who has not agreed to pay this Note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement.
- Your right of set-off does not apply to an account or other obligation where my rights arise only in a representative capacity. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.
- You will not be liable for the dishonor of any check when the dishonor occurs because you set-off against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.
- G. Waiver.** Except as otherwise required by law, by choosing any one or more of these remedies you do not give up your right to use any other remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.
- 14. COLLECTION EXPENSES AND ATTORNEYS' FEES.** On or after the occurrence of an Event of Default, to the extent permitted by law, I agree to pay all expenses of collection, enforcement or protection of your rights and remedies under this Note or any other Loan Document. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Note. All fees and expenses will be secured by the Property I have granted to you, if any. In addition, to the extent permitted by the United States Bankruptcy Code, I agree to pay the reasonable attorneys' fees incurred by you to protect your rights and interests in connection with any bankruptcy proceedings initiated by or against me.
- 15. COMMISSIONS.** I understand and agree that you (or your affiliate) will earn commissions or fees on any insurance products, and may earn such fees on other services that I buy through you or your affiliate.
- 16. WARRANTIES AND REPRESENTATIONS.** I have the right and authority to enter into this Note. The execution and delivery of this Note will not violate any agreement governing me or to which I am a party.
- 17. INSURANCE.** I agree to obtain the insurance described in this Loan Agreement.
- A. Property Insurance.** I will insure or retain insurance coverage on the Property and abide by the insurance requirements of any security instrument securing the Loan.
- B. Flood Insurance.** Flood insurance is not required at this time. It may be required in the future should the property be included in an updated flood plain map. If required in the future, I may obtain flood insurance from anyone I want that is reasonably acceptable to you.
- C. Insurance Warranties.** I agree to purchase any insurance coverages that are required, in the amounts you require, as described in this or any other documents I sign for the Loan. I will provide you with continuing proof of coverage. I will buy or provide insurance from a firm licensed to do business in the State where the Property is located. If I buy or provide the insurance from someone other than you, the firm will be reasonably acceptable to you. I will have the insurance company name you as loss payee on any insurance policy. You will apply the insurance proceeds toward what I owe you on the outstanding balance. I agree that if the insurance proceeds do not cover the amounts I still owe you, I will pay the difference. I will keep the insurance until all debts secured by this agreement are paid. If I want to buy the insurance from you, I have signed a separate statement agreeing to this purchase.
- 18. APPLICABLE LAW.** This Note is governed by the laws of West Virginia, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.
- 19. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS.** My obligation to pay the Loan is independent of the obligation of any other person who has also agreed to pay it. You may sue me alone, or anyone else who is obligated on the Loan, or any number of us together, to collect the Loan. Extending the Loan or new obligations under the Loan, will not affect my duty under the Loan and I will still be obligated to pay the Loan. This Note shall inure to the benefit of and be enforceable by you and your successors and assigns and shall be binding upon and enforceable against me and my personal representatives, successors, heirs and assigns.
- 20. AMENDMENT, INTEGRATION AND SEVERABILITY.** This Note may not be amended or modified by oral agreement. No amendment or modification of this Note is effective unless made in writing and executed by you and me. This Note and the other Loan Documents are the complete and final expression of the agreement. If any provision of this Note is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable. No present or future agreement securing any other debt I owe you will secure the payment of this Loan if, with respect to this loan, you fail to fulfill any necessary requirements or limitations of Sections 19(a), 32 or 35 of Regulation Z or if, as a result, this Loan would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007.
- 21. INTERPRETATION.** Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Note.
- 22. NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Borrower will be deemed to be notice to all Borrowers. I will inform you in writing of any change in my name, address or other application information. I will provide you any correct and complete financial statements or other information you request. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Loan and to confirm your lien status on any Property. Time is of the essence.
- 23. CREDIT INFORMATION.** I agree to supply you with whatever information you reasonably request. You will make requests for this information without undue frequency, and will give me reasonable time in which to supply the information.
- 24. ERRORS AND OMISSIONS.** I agree, if requested by you, to fully cooperate in the correction, if necessary, in the reasonable discretion of you of any and all loan closing documents so that all documents accurately describe the loan between you and me. I agree to assume all costs including by way of illustration and not limitation, actual expenses, legal fees and marketing losses for failing to reasonably comply with your requests within thirty (30) days.

26. SIGNATURES. By signing under seal, I agree to the terms contained in this Note. I also acknowledge receipt of a copy of this Note.

BORROWER:

Blair White (Seal)

Individually

Glenn Runyan (Seal)

Individually

C. E. White (Seal)

Individually

LENDER:

United Bank, Inc.

By _____ (Seal)

Notary: Testman, Commercial Lending Officer

26. SIGNATURES. By signing under seal, I agree to the terms contained in this Note. I also acknowledge receipt of a copy of this Note.

BORROWER:

Blair White (Seal)
Individually

Glenn Runyan (Seal)
Individually

C. E. White (Seal)
Individually

LENDER:

United Bank, Inc.

By _____ (Seal)
Nathan Testman, Commercial Lending Officer

PRIOR OBLIGATION INFORMATION	LOAN NUMBER	ACCT. NUMBER	NOTE DATE	NOTE AMOUNT	MATURITY DATE
	13026960-09001		06/30/12	\$2,230,926 03	06/30/12
AMENDED OBLIGATION INFORMATION	LOAN NUMBER	ACCT. NUMBER	MODIFICATION DATE	NOTE AMOUNT	
	13026960-09001	13026960	06/30/12	\$2,230,926 03	
	MATURITY DATE	INDEX (w/margin)	INTEREST RATE	INITIALS	
	09/30/12	Not Applicable	5.000%	NET	
Creditor Use Only					

DEBT MODIFICATION AGREEMENT

DATE AND PARTIES The date of this Debt Modification Agreement (Modification) is June 30, 2012. The parties and their addresses are:

LENDER:

UNITED BANK, INC.
500 Virginia Street - East
Charleston, WV 25301
Telephone: (304) 348-8400

BORROWER:

BLAIR WHITE
PO Box 18490
South Charleston, WV 25303-8490

GLENN RUNYAN
14480 Hopewell Rd.
Alpharetta, GA 30004

C. E. WHITE
PO Box 18490
South Charleston, WV 25303

1. DEFINITIONS. In this Modification, these terms have the following meanings:

- A. **Pronouns.** The pronouns "I," "me," and "my" refer to each Borrower signing this Modification, individually and together with their heirs, executors, administrators, successors, and assigns. "You" and "your" refer to the Lender, with its participants or syndicators, successors and assigns, or any person or entity that acquires an interest in the Modification or the Prior Obligation.
- B. **Amended Obligation.** Amended Obligation is the resulting agreement that is created when the Modification amends the Prior Obligation. It is described above in the AMENDED OBLIGATION INFORMATION section.
- C. **Loan.** Loan refers to this transaction generally. It includes the obligations and duties arising from the terms of all documents prepared or submitted in association with the Prior Obligation and this modification, such as applications, security agreements, disclosures, notes, agreements, and this Modification.
- D. **Modification.** Modification refers to this Debt Modification Agreement.
- E. **Prior Obligation.** Prior Obligation refers to my existing agreement described above in the PRIOR OBLIGATION INFORMATION section, and any previous extensions, renewals, modifications or substitutions of it.

2. BACKGROUND. You and I have previously entered into a Prior Obligation. As of the date of this Modification, the outstanding, unpaid balance of the Prior Obligation is \$2,230,926 03. Conditions have changed since the execution of the Prior Obligation instruments. In response, and for value received, you and I agree to modify the terms of the Prior Obligation, as provided for in this Modification.

3. CONTINUATION OF TERMS. I agree and understand that all other terms and provisions in the Prior Obligation survive and continue in full force and effect, except to the extent that they are specifically and expressly amended by this Modification. The express amendment of a term does not amend related or other terms - even if the related or other terms are contained in the same section or paragraph of the Prior Obligation. For illustration purposes only, a modification of the interest rate to be paid during the term of the loan would not modify the default rate of interest even though both of those terms are described in the Prior Obligation in a common section titled "Interest." The term "Prior Obligation" includes the original instrument and any modifications prior to this Modification.

4. TERMS. The Prior Obligation is modified as follows:

Blair White
Debt Modification Agreement
WV14XXRH Hayes00225400007894012072512N

Wohlers Kluwer Financial Services ©1985, 2012 Bankers Systems™

Initials _____
Page 1

EXHIBIT

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A. Maturity and Payments. The maturity and payment provisions are modified to read:

(1) PAYMENT. I agree to pay the Loan in 3 payments. I will make 2 payments of \$19,385.81 beginning on October 30, 2012, and on the 30th day of each month thereafter. A single "balloon payment" of the entire unpaid balance of Principal and Interest will be due December 30, 2012.

Payments will be rounded to the nearest \$.01. With the final payment I also agree to pay any additional fees or charges owing and the amount of any advances you have made to others on my behalf. Payments scheduled to be paid on the 29th, 30th or 31st day of a month that contains no such day will, instead, be made on the last day of such month.

B. Fees and Charges. As additional consideration for your consent to enter into this Modification, I agree to pay, or have paid these additional fees and charges:

(1) Nonrefundable Fees and Charges. The following fees are earned when collected and will not be refunded if I prepay the Loan before the scheduled maturity date.

Loan Origination. A(n) Loan Origination fee of \$0.00 payable from separate funds on or before today's date.

Doc Prep. A(n) Doc Prep fee of \$0.00 payable from separate funds on or before today's date.

(2) Late Charge. If a payment is more than 10 days late, I will be charged 2.000 percent of the Amount of Payment or \$15.00, whichever is greater. However, this charge will not be greater than \$100.00. I will pay this late charge promptly but only once for each late payment.

C. Insurance. I understand and agree that any insurance premiums paid to insurance companies as part of this Amended Obligation will involve money retained or paid to you as commissions or other remuneration.

(1) Flood Insurance. Flood insurance is not required at this time. It may be required in the future should the property be included in an updated flood plain map. If required in the future, I may obtain flood insurance from anyone I want that is reasonably acceptable to you.

5. WAIVER. I waive all claims, defenses, setoffs, or counterclaims relating to the Prior Obligation, or any document securing the Prior Obligation, that I may have. Any party to the Prior Obligation that does not sign this Modification, shall remain liable under the terms of the Prior Obligation unless released in writing by you.

6. REASON(S) FOR MODIFICATION. To extend the maturity dated 90 days to December 30, 2012.

7. SIGNATURES. By signing under seal, I agree to the terms contained in this Modification. I also acknowledge receipt of a copy of this Modification.

BORROWER:

 (Seal)

Blair White
Individually

(Seal)

Glenn Runyan
Individually

(Seal)

C. E. White
Individually

LENDER:

United Bank, Inc.

By _____ (Seal)
Nathan Testman, Commercial Lending Officer

A. Maturity and Payments. The maturity and payment provisions are modified to read:

(1) **PAYMENT.** I agree to pay the Loan in 3 payments. I will make 2 payments of \$19,385.81 beginning on July 30, 2012, and on the 30th day of each month thereafter. A single "balloon payment" of the entire unpaid balance of Principal and interest will be due September 30, 2012.

Payments will be rounded to the nearest \$ 01. With the final payment I also agree to pay any additional fees or charges owing and the amount of any advances you have made to others on my behalf. Payments scheduled to be paid on the 29th, 30th or 31st day of a month that contains no such day will, instead, be made on the last day of such month.

B. Fees and Charges. As additional consideration for your consent to enter into this Modification, I agree to pay, or have paid these additional fees and charges:

(1) **Nonrefundable Fees and Charges.** The following fees are earned when collected and will not be refunded if I prepay the Loan before the scheduled maturity date:

Loan Origination. A(n) Loan Origination fee of \$0.00 payable from the loan proceeds

(2) **Late Charge.** If a payment is more than 10 days late, I will be charged 2.000 percent of the Amount of Payment or \$15.00, whichever is greater. However, this charge will not be greater than \$100.00. I will pay this late charge promptly but only once for each late payment.

C. Insurance. I understand and agree that any insurance premiums paid to insurance companies as part of this Amended Obligation will involve money retained or paid to you as commissions or other remuneration.

(1) **Flood Insurance.** Flood insurance is not required at this time. It may be required in the future should the property be included in an updated flood plain map. If required in the future, I may obtain flood insurance from anyone I want that is reasonably acceptable to you.

5. WAIVER. I waive all claims, defenses, setoffs, or counterclaims relating to the Prior Obligation, or any document securing the Prior Obligation, that I may have. Any party to the Prior Obligation that does not sign this Modification, shall remain liable under the terms of the Prior Obligation unless released in writing by you.

6. REASON(S) FOR MODIFICATION. To extend the maturity dated 90 days to September 30, 2012.

7. SIGNATURES. By signing under seal, I agree to the terms contained in this Modification. I also acknowledge receipt of a copy of this Modification.

BORROWER:

Blair White (Seal)

Individually

Glenn Runyan (Seal)

Individually

C E White (Seal)

Individually

LENDER:

United Bank, Inc

By _____ (Seal)
Nathan Testman, Commercial Lending Officer

A. Maturity and Payments. The maturity and payment provisions are modified to read:

(1) PAYMENT. I agree to pay the Loan in 3 payments. I will make 2 payments of \$19,385.81 beginning on October 30, 2012, and on the 30th day of each month thereafter. A single "balloon payment" of the entire unpaid balance of Principal and interest will be due December 30, 2012.

Payments will be rounded to the nearest \$.01. With the final payment I also agree to pay any additional fees or charges owing and the amount of any advances you have made to others on my behalf. Payments scheduled to be paid on the 29th, 30th or 31st day of a month that contains no such day will, instead, be made on the last day of such month.

B. Fees and Charges. As additional consideration for your consent to enter into this Modification, I agree to pay, or have paid these additional fees and charges:

(1) Nonrefundable Fees and Charges. The following fees are earned when collected and will not be refunded if I prepay the Loan before the scheduled maturity date.

Loan Origination. A(n) Loan Origination fee of \$0.00 payable from separate funds on or before today's date.

Doc Prep. A(n) Doc Prep fee of \$0.00 payable from separate funds on or before today's date.

(2) Late Charge. If a payment is more than 10 days late, I will be charged 2.000 percent of the Amount of Payment or \$15.00, whichever is greater. However, this charge will not be greater than \$100.00. I will pay this late charge promptly but only once for each late payment.

C. Insurance. I understand and agree that any insurance premiums paid to insurance companies as part of this Amended Obligation will involve money retained or paid to you as commissions or other remuneration.

(1) Flood Insurance. Flood Insurance is not required at this time. It may be required in the future should the property be included in an updated flood plain map. If required in the future, I may obtain flood insurance from anyone I want that is reasonably acceptable to you.

5. WAIVER. I waive all claims, defenses, setoffs, or counterclaims relating to the Prior Obligation, or any document securing the Prior Obligation, that I may have. Any party to the Prior Obligation that does not sign this Modification, shall remain liable under the terms of the Prior Obligation unless released in writing by you.

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7. SIGNATURES. By signing under seal, I agree to the terms contained in this Modification. I also acknowledge receipt of a copy of this Modification

BORROWER:

Blair White
Individually

Glenn Runyan
Individually

C. E. White

C. E. White
Individually

LENDER:

United Bank, Inc.
By *Nathan Testman* (Seal)
Nathan Testman, Commercial Lending Officer

PRIOR OBLIGATION INFORMATION	LOAN NUMBER	ACCT NUMBER	NOTE DATE	NOTE AMOUNT	MATURITY DATE
	13026960-09001	13026960	10/25/11	\$2,230,926 03	09/30/12
AMENDED OBLIGATION INFORMATION	LOAN NUMBER	ACCT. NUMBER	MODIFICATION DATE	NOTE AMOUNT	
	13026960-09001	13026960	09/30/12	\$2,230,878 80	
	MATURITY DATE	INDEX (w/margin)	INTEREST RATE	INITIALS	
	12/30/12	Not Applicable	5.000%	NET	
Creditor Use Only					

DEBT MODIFICATION AGREEMENT

DATE AND PARTIES. The date of this Debt Modification Agreement (Modification) is September 30, 2012. The parties and their addresses are:

LENDER:

UNITED BANK, INC.
500 Virginia Street - East
Charleston, WV 25301
Telephone: (304) 348-8400

BORROWER:

BLAIR WHITE
PO Box 18490
South Charleston, WV 25303-8490

GLENN RUNYAN
14480 Hopewell Rd
Alpharetta, GA 30004

C. E. WHITE
PO Box 18490
South Charleston, WV 25303

1. DEFINITIONS. In this Modification, these terms have the following meanings:

A. Pronouns. The pronouns "I," "me," and "my" refer to each Borrower signing this Modification, individually and together with their heirs, executors, administrators, successors, and assigns. "You" and "your" refer to the Lender, with its participants or syndicators, successors and assigns, or any person or entity that acquires an interest in the Modification or the Prior Obligation.

B. Amended Obligation. Amended Obligation is the resulting agreement that is created when the Modification amends the Prior Obligation. It is described above in the AMENDED OBLIGATION INFORMATION section.

C. Loan. Loan refers to this transaction generally. It includes the obligations and duties arising from the terms of all documents prepared or submitted in association with the Prior Obligation and this modification, such as applications, security agreements, disclosures, notes, agreements, and this Modification.

D. Modification. Modification refers to this Debt Modification Agreement.

E. Prior Obligation. Prior Obligation refers to my existing agreement described above in the PRIOR OBLIGATION INFORMATION section, and any previous extensions, renewals, modifications or substitutions of it.

2. BACKGROUND. You and I have previously entered into a Prior Obligation. As of the date of this Modification, the outstanding, unpaid balance of the Prior Obligation is \$2,230,878.80. Conditions have changed since the execution of the Prior Obligation instruments. In response, and for value received, you and I agree to modify the terms of the Prior Obligation, as provided for in this Modification.

3. CONTINUATION OF TERMS. I agree and understand that all other terms and provisions in the Prior Obligation survive and continue in full force and effect, except to the extent that they are specifically and expressly amended by this Modification. The express amendment of a term does not amend related or other terms - even if the related or other terms are contained in the same section or paragraph of the Prior Obligation. For illustration purposes only, a modification of the interest rate to be paid during the term of the loan would not modify the default rate of interest even though both of those terms are described in the Prior Obligation in a common section titled "Interest". The term "Prior Obligation" includes the original instrument and any modifications prior to this Modification.

4. TERMS. The Prior Obligation is modified as follows:

Blair White
Debt Modification Agreement
WV/4XXRHayes00225400007854012101512N

Wolters Kluwer Financial Services ©1996, 2012 Bankers Systems™

Initials
Page 1

EXHIBIT

21

A. Maturity and Payments. The maturity and payment provisions are modified to read:

(1) PAYMENT. I agree to pay the Loan in 3 payments. I will make 2 payments of \$19,385.61 beginning on October 30, 2012, and on the 30th day of each month thereafter. A single "balloon payment" of the entire unpaid balance of Principal and interest will be due December 30, 2012.

Payments will be rounded to the nearest \$.01. With the final payment I also agree to pay any additional fees or charges owing and the amount of any advances you have made to others on my behalf. Payments scheduled to be paid on the 29th, 30th or 31st day of a month that contains no such day will, instead, be made on the last day of such month.

B. Fees and Charges. As additional consideration for your consent to enter into this Modification, I agree to pay, or have paid these additional fees and charges:

(1) Nonrefundable Fees and Charges. The following fees are earned when collected and will not be refunded if I prepay the Loan before the scheduled maturity date.

Loan Origination. A(n) Loan Origination fee of \$0.00 payable from separate funds on or before today's date.
Doc Prep. A(n) Doc Prep fee of \$0.00 payable from separate funds on or before today's date.

(2) Late Charge. If a payment is more than 10 days late, I will be charged 2.000 percent of the Amount of Payment or \$15.00, whichever is greater. However, this charge will not be greater than \$100.00. I will pay this late charge promptly but only once for each late payment.


C. Insurance. I understand and agree that any insurance premiums paid to insurance companies as part of this Amended Obligation will involve money retained or paid to you as commissions or other remuneration.

(1) Flood Insurance. Flood insurance is not required at this time. It may be required in the future should the property be included in an updated flood plain map. If required in the future, I may obtain flood insurance from anyone I want that is reasonably acceptable to you.

5. WAIVER. I waive all claims, defenses, setoffs, or counterclaims relating to the Prior Obligation, or any document securing the Prior Obligation, that I may have. Any party to the Prior Obligation that does not sign this Modification, shall remain liable under the terms of the Prior Obligation unless released in writing by you.

6. REASON(S) FOR MODIFICATION. To extend the maturity dated 90 days to December 30, 2012

7. SIGNATURES. By signing under seal, I agree to the terms contained in this Modification. I also acknowledge receipt of a copy of this Modification.

BORROWER:


Blair White (Seal)
Individually

Glenn Runyan (Seal)
Individually

C. E. White (Seal)
Individually

LENDER:
United Bank, Inc.
By _____ (Seal)
Nathan Testman, Commercial Lending Officer

A. Maturity and Payments. The maturity and payment provisions are modified to read:

(1) **PAYMENT** I agree to pay the Loan in 3 payments I will make 2 payments of \$19,385.81 beginning on October 30, 2012, and on the 30th day of each month thereafter A single "balloon payment" of the entire unpaid balance of Principal and interest will be due December 30, 2012

Payments will be rounded to the nearest \$ 01 With the final payment I also agree to pay any additional fees or charges owing and the amount of any advances you have made to others on my behalf Payments scheduled to be paid on the 29th, 30th or 31st day of a month that contains no such day will, instead, be made on the last day of such month

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Loan Origination A(n) Loan Origination fee of \$0 00 payable from separate funds on or before today's date
Doc Prep A(n) Doc Prep fee of \$0 00 payable from separate funds on or before today's date

(2) **Late Charge** If a payment is more than 10 days late, I will be charged 2.000 percent of the Amount of Payment or \$15.00, whichever is greater. However, this charge will not be greater than \$100.00 I will pay this late charge promptly but only once for each late payment.

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BORROWER:

Blair White (Seal)

Individually

Glenn Runyan (Seal)

Individually

C E White (Seal)

Individually

C E White (Seal)

Individually

C E White (Seal)

LENDER:

United Bank, Inc

By _____ (Seal)
Nathan Testman, Commercial Lending Officer

A. Maturity and Payments. The maturity and payment provisions are modified to read:

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7. SIGNATURES. By signing under seal, I agree to the terms contained in this Modification. I also acknowledge receipt of a copy of this Modification.

BORROWER:

Blair White (Seal)

Individually

Glenn Runyan (Seal)

Individually

C. E. White (Seal)

C. E. White
Individually

LENDER:

United Bank, Inc.

By Nathan Testman (Seal)

Nathan Testman, Commercial Lending Officer

CHANGE IN TERMS AGREEMENT

United Bank, Inc. - Charleston Office
500 Virginia St E.
Charleston, West Virginia 25301
(304)348-8400

LOAN NUMBER	ORIGINAL PRINCIPAL BALANCE	CURRENT PRINCIPAL BALANCE	ORIGINAL AGREEMENT DATE	AGREEMENT CHANGE DATE
09001 13026960-00002-	\$2,500,000.00	\$2,220,835.55	October 31, 2006	December 30, 2012

DESCRIPTION OF THE EXISTING DEBT ("Existing Debt")

Promissory Note and Security Agreements Dated 10/31/2006 in the original amount of \$2,500,000.00, refinanced by Promissory Note dated 10/25/2011 in the original amount of \$2,259,871.13

BORROWER INFORMATION

Blair White
Po Box 18490
South Charleston, WV 25303-3885

Glenn Rinyun
14480 Hopewell Rd
Alpharetta, GA 30004-1599

C E White
Po Box 18490
South Charleston, WV 25303-3885

GUARANTOR INFORMATION

Shasta Aviation Corporation
1620 Southwest 75th Avenue
Pembroke Pines, FL 33023

KBW, Inc.
339 MacCorkle Ave
South Charleston, WV 25303-3885

AGREEMENT. This Change in Terms Agreement will be referred to as the "Agreement."

PARTIES. "Parties" means all Borrowers, Guarantors, Hypothecators and Cosigners signing this Agreement.

PARTY. "Party" means any Borrower, Guarantor, Hypothecator or Cosigner signing this Agreement.

EXISTING DEBT. "Existing Debt" refers to an instrument executed on October 31, 2006 in the original principal amount of \$2,500,000.00 with a remaining balance due of \$2,220,835.55 and a maturity date of 12/30/2012.

LENDER. The term "Lender" means United Bank, Inc. - Charleston Office whose address is 500 Virginia St E., Charleston, West Virginia 25301, its successors and assigns.

SECURITY TO AGREEMENT. Security (the "Collateral") for the Agreement is granted pursuant to the following security document(s):

- Security Instrument (Mortgage/Deed of Trust/Security Deed) in the amount of \$2,500,000.00, dated October 31, 2006 evidencing a lien on the property located at 224 Kanawha Boulevard, Charleston WV 25303.
- Security Instrument (Mortgage/Deed of Trust/Security Deed) in the amount of \$2,500,000.00, dated October 31, 2006 evidencing a lien on the property located at 704 Park Avenue, Charleston WV 25303.
- Security Agreement dated October 31, 2006 evidencing security interest in All Business Assets
- Stock/Unit Pledge Agreement and Assignment in the amount of \$2,500,000.00, dated October 31, 2006 evidencing security interest in All membership interest in Shasta Aviation, LLC and Air Support Resources, LLC

TERMS AND PROVISIONS. In consideration of the terms and provisions contained in this Agreement and in the instruments evidencing the Existing Debt, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the undersigned, the Parties agree to the following provisions:

- **INTEREST RATE:** 5.000

- **REPAYMENT SCHEDULE:** in Monthly payments of accrued interest on the amount of credit outstanding beginning on 01/31/2013 and principal due on 06/30/2013. If, on the maturity date, June 30, 2013, I still owe amounts on this loan, I will pay those amounts in full on that date.

RATIFICATION AND CONTINUED VALIDITY. Except for the terms expressly modified by this Agreement, the undersigned Parties hereby acknowledge they are still bound by the terms of the instruments and prior modifications, extensions, and supplements evidencing the Existing Debt as if they were fully set forth and repeated in this Agreement and that those terms will continue to bind the Parties as provided in this Agreement and those instruments. Consent to this Agreement does not waive the right to strictly enforce any rights under this Agreement or the instruments evidencing the Existing Debt. Consent to this Agreement does not require the Parties to enter into another agreement like this one in the future. The Parties and Lender agree that this Agreement shall not be construed as a novation or extinguishment of the Existing Debt, but a restatement of the Existing Debt with modifications.

EXHIBIT


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OTHER RESPONSIBLE PARTIES. Any Parties liable for the Existing Debt including without limitation, cosigners, guarantors, and hypothecators, are not relieved of any obligation except as expressly relieved in this Agreement or any other writing. The liability of any Party who signed the instruments evidencing the Existing Debt, whether primary or secondary, continues in full force and effect, even if that Party does not sign this Agreement.

PARAGRAPH HEADINGS: SINGULAR AND PLURAL TERMS. Paragraph headings of this Agreement are solely for the convenience of the Parties and shall not be used to interpret this Agreement. Whenever used, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders.

ORAL AGREEMENTS DISCLAIMER. This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

By signing this Change In Terms Agreement, each Borrower and Guarantor acknowledges reading, understanding, and agreeing to all its provisions, and receiving a copy.



Blair White
Individually

1/28/13
Date

Glenn Runyan
Individually

Date

C E White
Individually

Date

Shasta Aviation Corporation

By: Glenn Runyan
Its: President
KBW, Inc

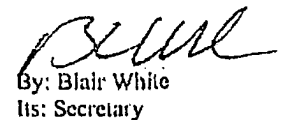
Date


By: Blair White
Its: Vice President

1/28/13
Date

By: C E White
Its: President

Date


By: Blair White
Its: Secretary

1/28/13
Date

By signing this Change In Terms Agreement, Lender acknowledges reading, understanding, and agreeing to all its provisions.

United Bank, Inc - Charleston Office

By: Nathan Testman
Its: Commercial Loan Officer

Date

OTHER RESPONSIBLE PARTIES. Any Parties liable for the Existing Debt, including without limitation, cosigners, guarantors, and hypothecators, are not relieved of any obligation except as expressly relieved in this Agreement or any other writing. The liability of any Party who signed the instruments evidencing the Existing Debt, whether primary or secondary, continues in full force and effect, even if that Party does not sign this Agreement

PARAGRAPH HEADINGS; SINGULAR AND PLURAL TERMS. Paragraph headings of this Agreement are solely for the convenience of the Parties and shall not be used to interpret this Agreement. Whenever used, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders.

ORAL AGREEMENTS DISCLAIMER. This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

By signing this Change In Terms Agreement, each Borrower and Guarantor acknowledges reading, understanding, and agreeing to all its provisions, and receiving a copy.

Blair White _____ Date _____
Individually

Glenn Runyan _____ Date _____
Individually

CE White 1/29/13
C E White _____ Date _____
Individually
Shasta Aviation Corporation

By: Glenn Runyan _____ Date _____
Its: President
KBW, Inc.

By: Blair White _____ Date _____
Its: Vice President

CE White 1/29/13
By: C E White _____ Date _____
Its: President

By: Blair White _____ Date _____
Its: Secretary

By signing this Change In Terms Agreement, Lender acknowledges reading, understanding, and agreeing to all its provisions.

United Bank, Inc. - Charleston Office

Nathan E. Testman
By: Nathan Testman _____ Date _____
Its: Commercial Loan Officer

LOAN NUMBER:13026960-09001
ACCT. NUMBER:13026960-09001

AMENDMENT TO PROMISSORY NOTE

THIS AMENDMENT¹ TO PROMISSORY NOTE ("Amendment") is dated as of the 30th day of June, 2013, by and between UNITED BANK, INC. ("Lender") and Blair White, an individual, C.E. White, an individual and Glenn Runyan, an individual ("Borrower").

WHEREAS, Borrower executed and delivered to Lender that certain promissory note, dated October 31, 2006, made payable to Lender in the principal amount of \$2,500,000.00, bearing loan number 13026960-09001 (the "Note"); and

WHEREAS, repayment of the Loan is secured by certain collateral as discussed in the Note and other loan documents; and

WHEREAS, the outstanding balance on the Note is \$2,230,926.03 in principal as of July 26, 2013; and

WHEREAS, Borrower has requested and Lender has agreed to extend the maturity date of the Note.

NOW, THEREFORE WITNESSETH, that for and in consideration of the mutual covenants hereinafter contained, the parties hereto covenant and agree that the Note is amended and modified as follows:

1. The maturity date of the Note is hereby modified and extended to and including September 30, 2013.
2. In all other respects, the terms and conditions of the Note and all other documents executed in connection therewith shall remain in full force and effect and shall be binding upon the parties. The obligations under the Note and all other documents executed in connection therewith are, and will remain, secured by any collateral serving as security for such obligations.
3. This Amendment is a modification only and not a novation.

As of the date of this Amendment, Borrower represents and warrants to Lender that: (a) this Amendment constitutes the legal, valid and binding obligation of Borrower, enforceable in accordance with its terms; (b) the execution, delivery and performance of this Amendment and the obligations evidenced by the Note (as modified by this Amendment) will not violate any provision of law or order of any court or governmental agency and will not violate any agreement to which Borrower is a party or to which Borrower or any of his or her property or assets is subject; (c) Borrower maintains the same insurance coverage on his or her assets, operations and properties, as applicable, as

¹ If the Amendment is a Second Amendment, insert "Second" here, and change defined terms accordingly. Use the same process for Thirds, Fourths, etc.

he or she maintained on the date of the Note; (d) all information provided to Lender by Borrower, including, but not limited to, any financial statements, is true and correct in all respects; (e) there is no pending or threatened litigation by or against Borrower or that relates to the business of Borrower or any assets or properties owned or used by Borrower; (f) Borrower has not failed to inform Lender of any material facts concerning his or her ability to repay the amounts owed pursuant to the Note (as modified by this Amendment); and (g) there are no facts that may materially adversely affect the assets, prospects or financial condition of Borrower.

4. This Amendment shall be construed in accordance with and governed by the laws of the State of West Virginia. The provisions of this Amendment shall be binding upon and inure to the benefit of each of the parties and their respective heirs, successors and assigns. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

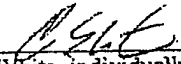
[Signature page follows this page.]

WITNESS the following signatures as of the date set forth above.

BORROWER:


Blair White, individually

BORROWER:

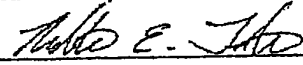

C.E. White, individually

BORROWER:

Glenn Runyan, individually

LENDER:

UNITED BANK, INC.

By: 
Name: _____
Title: _____

Consented to, acknowledged and agreed:

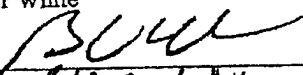
GUARANTORS:

Shasta Aviation Corporation

Glenn Runyan

By: _____
Name: _____
Title: _____

Blair White

By: 
Name: Blair White
Title: Vice President

WITNESS the following signatures as of the date set forth above

BORROWER:

Blair White, individually

BORROWER:

C E White, individually

BORROWER:

Glenn Runyan, individually

LENDER:

UNITED BANK, INC

By:

Name:

Title:

Consented to, acknowledged and agreed:

GUARANTORS:

Shasta Aviation Corporation

Glenn Runyan

By:

Name:

Title:

Blair White

By:

Name:

Title:



LOAN NUMBER	LOAN NAME	ACCT. NUMBER	NOTE DATE	INITIALS
0301895-0801	Clarence E. White	0301895	01/26/07	JRG
NOTE AMOUNT	INDEX (w/Margin)	RATE	MATURITY DATE	LOAN PURPOSE
\$700,000.00	JP Morgan Chase Prime Rate	8.25%	01/26/08	Commercial

Creditor Use Only

PROMISSORY NOTE

(Commercial - Revolving Draw)

State of Florida's Documentary Stamp is not required on this Note.

DATE AND PARTIES. The date of this Promissory Note (Note) is January 26, 2007. The parties and their addresses are:

LENDER:

UNITED BANK, INC.
500 Virginia Street - East
Charleston, West Virginia 25301
Telephone: (304) 348-8400

BORROWER:

CLARENCE E. WHITE
PO Box 18490
South Charleston, West Virginia 25303

1. DEFINITIONS. As used in this Note, the terms have the following meanings:

- A. **Pronouns.** The pronouns "I," "me," and "my" refer to each Borrower signing this Note, individually and together. "You" and "Your" refer to the Lender.
- B. **Note.** Note refers to this document, and any extensions, renewals, modifications and substitutions of this Note.
- C. **Loan.** Loan refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures or notes, and this Note.
- D. **Loan Documents.** Loan Documents refer to all the documents executed as a part of or in connection with the Loan.
- E. **Property.** Property is any property, real, personal or intangible, that secures my performance of the obligations of this Loan.
- F. **Percent.** Rates and rate change limitations are expressed as annualized percentages.

2. PROMISE TO PAY. For value received, I promise to pay you or your order, at your address, or at such other location as you may designate, amounts advanced from time to time under the terms of this Note up to the maximum outstanding principal balance of \$700,000.00 (Principal), plus interest from the date of disbursement, on the unpaid outstanding Principal balance until this Note is paid in full and you have no further obligations to make advances to me under the Loan. I may borrow up to the Principal amount more than one time.

3. ADVANCES. Advances under this Note are made according to the following terms and conditions.

A. **Requests for Advances.** My requests are a warranty that I am in compliance with all the Loan Documents. When required by you for a particular method of advance, my requests for an advance must specify the requested amount and the date and be accompanied with any agreements, documents, and instruments that you require for the Loan. Any payment by you of any check, share draft or other charge may, at your option, constitute an advance on the Loan to me. All advances will be made in United States dollars. I will indemnify you and hold you harmless for your reliance on any request for advances that you reasonably believe to be genuine. To the extent permitted by law, I will indemnify you and hold you harmless when the person making any request represents that I authorized this person to request an advance even when this person is unauthorized or this person's signature is not genuine.

I or anyone I authorize to act on my behalf may request advances by the following methods.

- (1) I make a request in person.
- (2) I make a request by phone.
- (3) I make a request by mail.
- (4) I make a request by fax.

B. **Advance Limitations.** In addition to any other Loan conditions, requests for, and access to, advances are subject to the following limitations.

- (1) **Obligatory Advances.** You will make all Loan advances subject to this Agreement's terms and conditions.
- (2) **Advance Amount.** Subject to the terms and conditions contained in this Note, advances will be made in exactly the amount I request.
- (3) **Cut-Off Time.** Requests for an advance received before 02:00 PM will be made on any day that you are open for business, on the day for which the advance is requested.
- (4) **Disbursement of Advances.** On my fulfillment of this Note's terms and conditions, you will disburse the advance in any manner as you and I agree.
- (5) **Credit Limit.** I understand that you will not ordinarily grant a request for an advance that would cause the unpaid principal of my Loan to be greater than the Principal limit. You may, at your option, grant such a request without obligating yourselves to do so in the future. I will pay any over advances in addition to my regularly scheduled payments. I will repay any over advance by repaying you in full within 10 days after the overdraft occurs.
- (6) **Records.** Your records will be conclusive evidence as to the amount of advances, the Loan's unpaid principal balances and the accrued interest.

4. INTEREST. Interest will accrue on the unpaid Principal balance of this Note at the rate of 8.25 percent (Interest Rate) until January 27, 2007, after which time it may change as described in the Variable Rate subsection.

A. **Post-Maturity Interest.** After maturity or acceleration, interest will accrue on the unpaid Principal balance of this Note at the Interest Rate in effect from time to time, until paid in full.

B. **Maximum Interest Amount.** Any amount assessed or collected as interest under the terms of this Note will be limited to the maximum lawful amount of interest allowed by state or federal law, whichever is greater. Amounts collected in excess of the maximum lawful amount will be applied first to the unpaid Principal balance. Any remainder will be refunded to me.

C. Statutory Authority. The amount assessed or collected on this Note is authorized by the West Virginia usury laws under W. Va. Code §§ 47A-1-1, 47-6-1 et. seq., 31A-4-27 to 31A-4-30a and 31C-7-2.

D. Accrual. Interest accrues using an Actual/360 days counting method.

E. Variable Rate. The Interest Rate may change during the term of this transaction.

(1) **Index.** Beginning with the first Change Date, the Interest Rate will be based on the following index: the prime lending rate announced by JP Morgan Chase Bank.

The Current Index is the most recent index figure available on each Change Date. You do not guaranty by selecting this index, or the margin, that the Interest Rate on this Note will be the same rate you charge on any other loans or class of loans you make to me or other borrowers. If this index is no longer available, you will substitute a similar index. You will give me notice of your choice.

(2) **Change Date.** Each date on which the Interest Rate may change is called a Change Date. The Interest Rate may change January 27, 2007 and daily thereafter.

(3) **Calculation Of Change.** On each Change Date you will calculate the Interest Rate, which will be the Current Index. The result of this calculation will be rounded to the nearest .01 percent. Subject to any limitations, this will be the Interest Rate until the next Change Date. The new Interest Rate will become effective on each Change Date. The Interest Rate and other charges on this Note will never exceed the highest rate or charge allowed by law for this Note.

(4) **Effect Of Variable Rate.** A change in the Interest Rate will have the following effect on the payments: The amount of scheduled payments will change.

5. ADDITIONAL CHARGES. As additional consideration, I agree to pay, or have paid, these additional fees and charges.

A. Nonrefundable Fees and Charges. The following fees are earned when collected and will not be refunded if I prepay this Note before the scheduled maturity date.

Florida Documentary Stamps. A(n) Florida Documentary Stamps fee of \$3,500.00 payable from the loan proceeds.

Flood Certification. A(n) Flood Certification fee of \$15.00 payable from the loan proceeds.

6. PAYMENT. I agree to pay all accrued interest on the balance outstanding from time to time in regular payments beginning February 23, 2007, then on the same day of each month thereafter. Any payment scheduled for a date falling beyond the last day of the month, will be due on the last day. A final payment of the entire unpaid outstanding balance of Principal and interest will be due January 26, 2008.

Payments will be rounded to the nearest \$.01. With the final payment I also agree to pay any additional fees or charges owing and the amount of any advances you have made to others on my behalf. Payments scheduled to be paid on the 29th, 30th or 31st day of a month that contains no such day will, instead, be made on the last day of such month.

Interest payments will be applied first to any charges I owe other than late charges, then to accrued, but unpaid interest, then to late charges. Principal payments will be applied first to the outstanding Principal balance, then to any late charges. If you and I agree to a different application of payments, we will describe our agreement on this Note. The actual amount of my final payment will depend on my payment record.

7. PREPAYMENT. I may prepay this Loan in full or in part at any time. Any partial prepayment will not excuse any later scheduled payments until I pay in full.

8. LOAN PURPOSE. The purpose of this Loan is short term working capital.

9. ADDITIONAL TERMS. This line of credit must be paid to a zero balance for 30 consecutive days during the course of a one year period.

Adequate hazard/flood/wind & hail insurance naming United Bank, Inc. as loss mortgagee must be maintained throughout the term of the loan

10. SECURITY. The Loan is secured by separate security instruments prepared together with this Note as follows:

Document Name	Parties to Document
Mortgage - 1717 North Atlantic Boulevard	Clarence E. White

11. DEFAULT. I will be in default if any of the following occur:

A. Payments. I fail to make a payment in full when due.

B. Insolvency or Bankruptcy. The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against me or any co-signer, endorser, surety or guarantor of this Note or any other obligations I have with you.

C. Death or Incompetency. I die or am declared legally incompetent.

D. Failure to Perform. I fail to perform any condition or to keep any promise or covenant of this Note.

E. Other Documents. A default occurs under the terms of any other Loan Document.

F. Other Agreements. I am in default on any other debt or agreement I have with you.

G. Misrepresentation. I make any verbal or written statement or provide any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

H. Judgment. I fail to satisfy or appeal any judgment against me.

I. Forfeiture. The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

J. Name Change. I change my name or assume an additional name without notifying you before making such a change.

K. Property Transfer. I transfer all or a substantial part of my money or property.

L. Property Value. You determine in good faith that the value of the Property has declined or is impaired.

M. Insecurity. You determine in good faith that a material adverse change has occurred in my financial condition from the conditions set forth in my most recent financial statement before the date of this Note or that the prospect for payment or performance of the Loan is impaired for any reason.

12. DUE ON SALE. You may, at your option, declare the entire balance of this Note to be immediately due and payable upon the creation of, or contract for the creation of, any transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.

13. WAIVERS AND CONSENT. To the extent not prohibited by law, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor.

A. Additional Waivers By Borrower. In addition, I, and any party to this Note and Loan, to the extent permitted by law, consent to certain actions you may take, and generally waive defenses that may be available based on these actions or based on the status of a party to this Note.

(1) You may renew or extend payments on this Note, regardless of the number of such renewals or extensions.

(2) You may release any Borrower, endorser, guarantor, surety, accommodation maker or any other co-signer.

(3) You may release, substitute or impair any Property securing this Note.

(4) You, or any institution participating in this Note, may invoke your right of set-off.

(5) You may enter into any sales, repurchases or participations of this Note to any person in any amounts and I waive notice of such sales, repurchases or participations.

(6) I agree that any of us signing this Note as a Borrower is authorized to modify the terms of this Note or any instrument securing, guarantying or relating to this Note.

B. No Waiver By Lender. Your course of dealing, or your forbearance from, or delay in, the exercise of any of your rights, remedies, privileges or right to insist upon my strict performance of any provisions contained in this Note, or any other Loan Document, shall not be construed as a waiver by you, unless any such waiver is in writing and is signed by you.

14. REMEDIES. After I default, you may at your option do any one or more of the following.

A. Acceleration. You may make all or any part of the amount owing by the terms of this Note immediately due.

B. Sources. You may use any and all remedies you have under state or federal law or in any Loan Document.

C. Insurance Benefits. You may make a claim for any and all insurance benefits or refunds that may be available on my default.

D. Payments Made On My Behalf. Amounts advanced on my behalf will be immediately due and may be added to the balance owing under the terms of this Note, and accrue interest at the highest post-maturity interest rate.

E. Termination. You may terminate my right to obtain advances and may refuse to make any further extensions of credit.

F. Attachment. You may attach or garnish my wages or earnings.

G. Set-Off. You may use the right of set-off. This means you may set-off any amount due and payable under the terms of this Note against any right I have to receive money from you.

My right to receive money from you includes any deposit or share account balance I have with you; any money owed to me on an item presented to you or in your possession for collection or exchange; and any repurchase agreement or other non-deposit obligation. "Any amount due and payable under the terms of this Note" means the total amount to which you are entitled to demand payment under the terms of this Note at the time you set-off.

Subject to any other written contract, if my right to receive money from you is also owned by someone who has not agreed to pay this Note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement.

Your right of set-off does not apply to an account or other obligation where my rights arise only in a representative capacity. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set-off against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

H. Waiver. Except as otherwise required by law, by choosing any one or more of these remedies you do not give up your right to use any other remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

15. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after Default, to the extent permitted by law, I agree to pay all expenses of collection, enforcement or protection of your rights and remedies under this Note or any other Loan Document. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Note. All fees and expenses will be secured by the Property I have granted to you, if any. In addition, to the extent permitted by the United States Bankruptcy Code, I agree to pay the reasonable attorneys' fees incurred by you to protect your rights and interests in connection with any bankruptcy proceedings initiated by or against me.

16. COMMISSIONS. I understand and agree that you (or your affiliate) will earn commissions or fees on any insurance products, and may earn such fees on other services that I buy through you or your affiliate.

17. WARRANTIES AND REPRESENTATIONS. I have the right and authority to enter into this Note. The execution and delivery of this Note will not violate any agreement governing me or to which I am a party.

18. INSURANCE. I agree to obtain the insurance described in this Loan Agreement.

A. Property Insurance. I will insure or retain insurance coverage on the Property and abide by the insurance requirements of any security instrument securing the Loan.

B. Flood Insurance Is Required. I will insure the real property securing the Loan against hazards caused by flooding as described by other documents I sign for the Loan.

C. Insurance Warranties. I agree to purchase any insurance coverages that are required, in the amounts you require, as described in this or any other documents I sign for the Loan. I will provide you with continuing proof of coverage. I will buy or provide insurance from a firm licensed to do business in the State where the Property is located. If I buy or provide the insurance from someone other than you, the firm will be reasonably acceptable to you. I will have the insurance company name you as loss payee on any insurance policy. You will apply the insurance proceeds toward what I owe you on the outstanding balance. I agree that if the insurance proceeds do not cover the amounts I still owe you, I will pay the difference. I will keep the insurance until all debts secured by this agreement are paid. If I want to buy the insurance from you, I have signed a separate statement agreeing to this purchase.

19. APPLICABLE LAW. This Note is governed by the laws of West Virginia, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.

20. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. My obligation to pay the Loan is independent of the obligation of any other person who has also agreed to pay it. You may sue me alone, or anyone else who is obligated on the Loan, or any number of us together, to collect the Loan. Extending the Loan or new obligations under the Loan, will not affect my duty under the Loan and I will still be obligated to pay the Loan. This Note shall inure to the benefit of and be enforceable by you and your successors and assigns and shall be binding upon and enforceable against me and my personal representatives, successors, heirs and assigns.

21. AMENDMENT, INTEGRATION AND SEVERABILITY. This Note may not be amended or modified by oral agreement. No amendment or modification of this Note is effective unless made in writing and executed by you and me. This Note and the other Loan Documents are the complete and final expression of the agreement. If any provision of this Note is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

22. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Note.

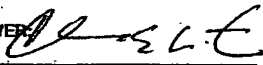
23. NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Borrower will be deemed to be notice to all Borrowers. I will inform you in writing of any change in my name, address or other application information. I will provide you any financial statement or information you request. All financial statements and information I give you will be correct and complete. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Loan and to confirm your lien status on any Property. Time is of the essence.

24. CREDIT INFORMATION. I agree to supply you with whatever information you reasonably feel you need to decide whether to continue this Loan. You will make requests for this information without undue frequency, and will give me reasonable time in which to supply the information.

25. ERRORS AND OMISSIONS. I agree, if requested by you, to fully cooperate in the correction, if necessary, in the reasonable discretion of you of any and all loan closing documents so that all documents accurately describe the loan between you and me. I agree to assume all costs including by way of illustration and not limitation, actual expenses, legal fees and marketing losses for failing to reasonably comply with your requests within thirty (30) days.

26. SIGNATURES. By signing under seal, I agree to the terms contained in this Note. I also acknowledge receipt of a copy of this Note.

BORROWER


Clarence E. White
Individually

(Seal)

LENDER:

United Bank, Inc.

By

Julie R Gurtis, Senior Vice President

(Seal)

S. 3/25/09

AMENDMENT TO PROMISSORY NOTE
(ACCT. NO. 0301895-0801)

THIS AMENDMENT TO PROMISSORY NOTE ("Amendment") is effective as of January 26, 2008, and is made and given by C. E. WHITE, a West Virginia resident ("Borrower"), to UNITED BANK, INC., a West Virginia state chartered bank ("Lender").

WITNESSETH:

WHEREAS, on January 26, 2007, Borrower executed and delivered that certain Promissory Note made payable to Lender in the principal sum of Seven Hundred Thousand and 00/100 Dollars (\$700,000.00) (subject to the modifications set forth below, the "Note"); and

WHEREAS, repayment of the Note is secured by a lien on Borrower's real property located in Fort Lauderdale, Florida (the "Collateral"), pursuant to that certain Mortgage, dated January 26, 2007, executed by Borrower; and

WHEREAS, Borrower has requested that Lender extend the maturity date of the Note, modify the payments and modify the rate of interest provided in the Note; and

WHEREAS, Lender is agreeable to Borrower's requests, subject to the terms and conditions as set forth herein.

NOW, THEREFORE, for \$10.00, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. Effective as of November 10, 2011, paragraph 1.B. of the Note shall be amended and modified to and shall provide as follows:

B. Note. Note refers to this document, as amended by that certain Amendment to Promissory Note, dated as of January 26, 2008, and any extensions, renewals, modification and substitutions of this Note.

2. Effective as of November 10, 2011, section 4 of the Note shall be amended and modified to and shall provide as follows:

4. INTEREST. Interest will accrue on the unpaid Principal balance of this Note as and at the rate described in the Variable Rate subsection (Interest Rate).

A. Post-Maturity Interest. After maturity or acceleration, interest will accrue on the unpaid Principal balance of this Note at the Interest Rate in effect from time to time, until paid in full.

B. Maximum Interest Amount. Any amount assessed or collected as interest under the terms of this Note will be limited to the maximum lawful amount of interest allowed by state or federal law, whichever is greater. Amounts collected in excess of the maximum lawful amount will be applied first to the unpaid Principal balance. Any remainder will be refunded to me.

C. Statutory Authority. The amount assessed or collected on this Note is authorized by the West Virginia usury laws under W. Va. Code §§ 47A-1-1, 47-6-1 et. seq., 31A-4-27 to 31A-4-30a and 31C-7-2.

D. Accrual. Interest accrues using an Actual/360 days counting period.

E. Variable Rate. The Interest Rate may change during the term of this transaction.

(1) Index. Beginning with the first Change Date, the Interest Rate will be based on the following index: the prime rate of interest as published in the Money Rates column of The Wall Street Journal.

The Current Index is the most recent index figure available on each Change Date. You do not guaranty by selecting this Index, or the margin, that the Interest Rate on this Note will be the same rate you charge on any other loans or class of loans you make to me or other borrowers. If this Index is no longer available, you will substitute a similar index. You will give me notice of your choice.

(2) Change Date. Each date on which the Interest Rate may change is called a Change Date. The Interest Rate may change daily.

(3) Calculation Of Change. On each Change Date you will calculate the Interest Rate, which will be the Current Index. The result of this calculation will be rounded to the nearest .01 percent. Subject to any limitations, this will be the Interest Rate until the next Change Date. The new Interest Rate will become effective on each Change Date. The Interest Rate and other charges on this Note will never exceed the highest rate or charge allowed by law for this Note.

(4) Effect Of Variable Rate. A change in the Interest Rate will have the following effect on the payments: The amount of scheduled payments will change.

(5) Limitations. The Interest Rate changes are subject to the following limitation:

(a) Lifetime. The Interest Rate will never be less than 4.000 percent per annum.

3. Effective as of November 10, 2011, the maturity date of the Note is hereby extended to and including December 23, 2012. Accordingly, section 6 of the Note shall be amended and modified to and shall provide as follows:

6. PAYMENT. I agree to pay this Note in installments of accrued interest beginning November 23, 2011 and on the 23rd day of each month thereafter. I agree to pay the entire unpaid Principal and any accrued but unpaid interest on December 23, 2012. Payments will be rounded to the nearest \$.01. With the final payment I also agree to pay any additional fees or charges owing and the amount of any advances you have made to others on my behalf. Payments scheduled to be paid on the 29th, 30th or 31st day of a month that contains no such day will, instead, be made on the last day of such month. Each payment I make on this Note will be applied first to interest that is due then to principal that is due, and finally to any charges that I owe other than principal and interest. You may change how payments are applied in your sole discretion without notice to me. The actual amount of my final payment will depend on my payment record.

4. Borrower acknowledges that the principal amount of the Note has been fully drawn and that no additional funds are available to be drawn on the Note.

5. This Amendment is a modification only and not a novation. Except as herein modified, all other terms of the Note shall remain in full force and effect and the mortgage, security agreement and other Loan Documents (as such term is defined in the Master Agreement, dated November 10, 2011) executed and/or delivered in connection with the Note and the loan evidenced by the Note shall remain in full force and effect and, along with the Note, shall be binding upon the respective parties thereto.

6. The Note is and will remain secured by a valid and perfected mortgage lien on the Collateral unless and until the Note and the Mortgage have been terminated in writing by United.

above.

WITNESS the following signatures and seals effective as of the date first written

LENDER:

UNITED BANK, INC.

By: 

Name: Julie R. Gurtis

Title: Market President

BORROWER:


C. E. WHITE

SECOND AMENDMENT TO PROMISSORY NOTE
(ACCT. NO. 0301895-0801)

THIS SECOND AMENDMENT TO PROMISSORY NOTE (this "Amendment") is effective as of December 23, 2012, and is made and given by C. E. WHITE, a West Virginia resident ("Borrower"), to UNITED BANK, INC., a West Virginia state chartered bank ("Lender").

WITNESSETH:

WHEREAS, on January 26, 2007, Borrower executed and delivered that certain Promissory Note made payable to Lender in the principal sum of Seven Hundred Thousand and 00/100 Dollars (\$700,000.00), which Promissory Note was amended by that certain Amendment to Promissory Note, dated as of January 26, 2008 (subject to the modifications set forth below, the "Note"); and

WHEREAS, repayment of the Note is secured by a lien on Borrower's real property located in Fort Lauderdale, Florida (the "Collateral"), pursuant to that certain Mortgage, dated January 26, 2007, executed by Borrower and Lender (the "Mortgage"); and

WHEREAS, Borrower has requested that Lender extend the maturity date of the Note; and

WHEREAS, Lender is agreeable to Borrower's requests, subject to the terms and conditions as set forth herein.

NOW, THEREFORE, for \$10.00, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. Section 1.B. of the Note is hereby amended and modified to and provides as follows:

B. Note. Note refers to this document, as amended by that certain Amendment to Promissory Note, dated as of January 26, 2008, that certain Second Amendment to Promissory Note, dated as of December 23, 2012, and any additional extensions, renewals, modification and substitutions of this Note.

2. The maturity date of the Note is hereby extended to and including March 23, 2013. Accordingly, section 6 of the Note is hereby amended and modified to and provides as follows:

6. PAYMENT. I agree to pay this Note in installments of accrued interest beginning December 10, 2011, and on the 10th day of each month thereafter. I agree to pay the entire

unpaid Principal and any accrued but unpaid interest on March 23, 2013. Payments will be rounded to the nearest \$0.01. With the final payment I also agree to pay any additional fees or charges owing and the amount of any advances you have made to others on my behalf. Each payment I make on this Note will be applied first to interest that is due then to principal that is due, and finally to any charges that I owe other than principal and interest. You may change how payments are applied in your sole discretion without notice to me. The actual amount of my final payment will depend on my payment record.

4. Borrower acknowledges that the principal amount of the Note has been fully drawn and that no additional funds are available to be drawn on the Note.

5. This Amendment is a modification only and not a novation. Except as herein modified, all other terms of the Note remain in full force and effect and the mortgage, security agreement, and other Loan Documents (as such term is defined in that certain Master Agreement, dated November 10, 2011) executed and/or delivered in connection with the Note and the loan evidenced by the Note remain in full force and effect and, along with the Note, are binding upon the respective parties thereto.

6. The Note is and will remain secured by a valid and perfected mortgage lien on the Collateral unless and until the Note and the Mortgage have been terminated in writing by United.

[Remainder of page intentionally left blank; Signature page follows this page]

WITNESS the following signatures and seals effective as of the date first written above.

LENDER:

UNITED BANK, INC.

By: Nathan E. Testerman
Name: Nathan E. Testerman
Title: Banking officer

BORROWER:

C. E. White
C. E. WHITE

THIRD AMENDMENT TO PROMISSORY NOTE
(ACCT. NO. 10301895-0801)

THIS THIRD AMENDMENT TO PROMISSORY NOTE (this "Amendment") is effective as of March 23, 2013, and is made and given by C. E. WHITE, a West Virginia resident ("Borrower"), to UNITED BANK, INC., a West Virginia state chartered bank ("Lender").

WITNESSETH:

WHEREAS, on January 26, 2007, Borrower executed and delivered that certain Promissory Note made payable to Lender in the principal sum of Seven Hundred Thousand and 00/100 Dollars (\$700,000.00), which Promissory Note was amended by that certain Amendment to Promissory Note, dated as of January 26, 2008, and was further amended by that certain Second Amendment to Promissory Note, dated as of December 23, 2012 (subject to the modifications set forth below, the "Note"); and

WHEREAS, repayment of the Note is secured by a lien on Borrower's real property located in Fort Lauderdale, Florida (the "Collateral"), pursuant to that certain Mortgage, dated January 26, 2007, executed by Borrower and Lender (the "Mortgage"); and

WHEREAS, Borrower has requested that Lender extend the maturity date of the Note; and

WHEREAS, Lender is agreeable to Borrower's requests, subject to the terms and conditions as set forth herein.

NOW, THEREFORE, for \$10.00, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. Section I.B. of the Note is hereby amended and modified to and provides as follows:

B. Note. Note refers to this document, as amended by that certain Amendment to Promissory Note, dated as of January 26, 2008, that certain Second Amendment to Promissory Note, dated as of December 23, 2012, that certain Third Amendment to Promissory Note, dated as of March 23, 2013 and any additional extensions, renewals, modification and substitutions of this Note.

2. The maturity date of the Note is hereby extended to and including June 23, 2013. Accordingly, section 6 of the Note is hereby amended and modified to and provides as follows:

6. **PAYMENT.** I agree to pay this Note in installments of accrued interest beginning December 10, 2011, and on the 10th day of each month thereafter. I agree to pay the entire unpaid Principal and any accrued but unpaid interest on June 23, 2013. Payments will be rounded to the nearest \$0.01. With the final payment I also agree to pay any additional fees or charges owing and the amount of any advances you have made to others on my behalf. Each payment I make on this Note will be applied first to interest that is due then to principal that is due, and finally to any charges that I owe other than principal and interest. You may change how payments are applied in your sole discretion without notice to me. The actual amount of my final payment will depend on my payment record.

4. Borrower acknowledges that the principal amount of the Note has been fully drawn and that no additional funds are available to be drawn on the Note.

5. This Amendment is a modification only and not a novation. Except as herein modified, all other terms of the Note remain in full force and effect and the mortgage, security agreement, and other Loan Documents (as such term is defined in that certain Master Agreement, dated November 10, 2011) executed and/or delivered in connection with the Note and the loan evidenced by the Note remain in full force and effect and, along with the Note, are binding upon the respective parties thereto.

6. The Note is and will remain secured by a valid and perfected mortgage lien on the Collateral unless and until the Note and the Mortgage have been terminated in writing by United.

[Remainder of page intentionally left blank; Signature page follows this page]

WITNESS the following signatures and seals effective as of the date first written above.

LENDER:

UNITED BANK, INC.

By: Walter E. White

Name:

Title:

BORROWER:

C. E. White
C.E. WHITE



EXHIBIT

28

LOAN NUMBER	LOAN NAME	ACCT. NUMBER	NOTE DATE	INITIALS
0301895-8027	C. E. White	0301895	06/27/08	JRG
NOTE AMOUNT	INDEX (w/Margin)	RATE	MATURITY DATE	LOAN PURPOSE
\$2,225,000.00	Wall Street Journal Prime	5.000%	07/27/09	Commercial

Creditor Use Only

PROMISSORY NOTE

(Commercial - Draw)

State of Florida's Documentary Stamp is not required on this Note.

DATE AND PARTIES. The date of this Promissory Note (Note) is June 27, 2008. The parties and their addresses are:

LENDER:

UNITED BANK, INC.
500 Virginia Street - East
Charleston, West Virginia 25301
Telephone: (304) 348-8400

BORROWER:

C. E. WHITE
PO Box 18490
South Charleston, West Virginia 25303

1. DEFINITIONS. As used in this Note, the terms have the following meanings:

- A. Pronouns. The pronouns "I," "me," and "my" refer to each Borrower signing this Note, individually and together. "You" and "Your" refer to the Lender.
- B. Note. Note refers to this document, and any extensions, renewals, modifications and substitutions of this Note.
- C. Loan. Loan refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures or notes, and this Note.
- D. Loan Documents. Loan Documents refer to all the documents executed as a part of or in connection with the Loan.
- E. Property. Property is any property, real, personal or intangible, that secures my performance of the obligations of this Loan.
- F. Percent. Rates and rate change limitations are expressed as annualized percentages.

2. PROMISE TO PAY. For value received, I promise to pay you or your order, at your address, or at such other location as you may designate, amounts advanced from time to time under the terms of this Note up to the maximum total principal balance of \$2,225,000.00 (Principal), plus interest from the date of disbursement, on the unpaid outstanding Principal balance until this Note is paid in full and you have no further obligations to make advances to me under the Loan.

3. ADVANCES. Advances under this Note are made according to the following terms and conditions.

A. Requests for Advances. My requests are a warranty that I am in compliance with all the Loan Documents. When required by you for a particular method of advance, my requests for an advance must specify the requested amount and the date and be accompanied with any agreements, documents, and instruments that you require for the Loan. Any payment by you of any check, share draft or other charge may, at your option, constitute an advance on the Loan to me. All advances will be made in United States dollars. I will indemnify you and hold you harmless for your reliance on any request for advances that you reasonably believe to be genuine. To the extent permitted by law, I will indemnify you and hold you harmless when the person making any request represents that I authorized this person to request an advance even when this person is unauthorized or this person's signature is not genuine.

I or anyone I authorize to act on my behalf may request advances by the following methods.

B. Advance Limitations. In addition to any other Loan conditions, requests for, and access to, advances are subject to the following limitations.

- (1) Obligatory Advances. You will make all Loan advances subject to this Agreement's terms and conditions.
- (2) Advance Amount. Subject to the terms and conditions contained in this Note, advances will be made in exactly the amount I request.
- (3) Disbursement of Advances. On my fulfillment of this Note's terms and conditions, you will disburse the advance in any manner as you and I agree.
- (4) Credit Limit. I understand that you will not ordinarily grant a request for an advance that would cause the unpaid principal of my Loan to be greater than the Principal limit. You may, at your option, grant such a request without obligating yourselves to do so in the future. I will pay any over advances in addition to my regularly scheduled payments. I will repay any over advance by repaying you in full within 10 days after the overdraft occurs.
- (5) Records. Your records will be conclusive evidence as to the amount of advances, the Loan's unpaid principal balances and the accrued interest.

4. INTEREST. Interest will accrue on the unpaid Principal balance of this Note at the rate of 5.000 percent (Interest Rate) until June 28, 2008, after which time it may change as described in the Variable Rate subsection.

A. Interest After Default. If you declare a default under the terms of the Loan, including for failure to pay in full at maturity, you may increase the Interest Rate payable on the outstanding Principal balance of this Note. In such event, interest will accrue on the outstanding Principal balance at the Interest Rate in effect from time to time under the terms of the Loan, until paid in full.

B. Maximum Interest Amount. Any amount assessed or collected as interest under the terms of this Note will be limited to the maximum lawful amount of interest allowed by state or federal law, whichever is greater. Amounts collected in excess of the maximum lawful amount will be applied first to the unpaid Principal balance. Any remainder will be refunded to me.

C. Statutory Authority. The amount assessed or collected on this Note is authorized by the West Virginia usury laws under W. Va. Code §§ 47A-1-1, 47-6-1 et. seq., 31A-4-27 to 31A-4-30a and 31C-7-2.

D. Accrual. Interest accrues using an Actual/360 days counting method.

E. Variable Rate. The Interest Rate may change during the term of this transaction.

C. E. White
West Virginia Promissory Note
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Page 1

(1) Index. Beginning with the first Change Date, the Interest Rate will be based on the following index: the base rate on corporate loans posted by at least 75% of the 30 largest U.S. banks known as the Wall Street Journal U.S. Prime Rate.

The Current Index is the most recent index figure available on each Change Date. You do not guarantee by selecting this Index, or the margin, that the Interest Rate on this Note will be the same rate you charge on any other loans or class of loans you make to me or other borrowers. If this Index is no longer available, you will substitute a similar index. You will give me notice of your choice.

(2) Change Date. Each date on which the Interest Rate may change is called a Change Date. The Interest Rate may change June 28, 2008 and daily thereafter.

(3) Calculation Of Change. On each Change Date you will calculate the Interest Rate, which will be the Current Index. The result of this calculation will be rounded to the nearest .01 percent. Subject to any limitations, this will be the Interest Rate until the next Change Date. The new Interest Rate will become effective on each Change Date. The Interest Rate and other charges on this Note will never exceed the highest rate or charge allowed by law for this Note.

(4) Limitations. The Interest Rate changes are subject to the following limitations:

(a) Lifetime. The Interest Rate will never be less than 4.000 percent.

(b) Effect Of Variable Rate. A change in the Interest Rate will have the following effect on the payments: The amount of scheduled payments and the amount of the final payment will change.

5. **ADDITIONAL CHARGES.** As additional consideration, I agree to pay, or have paid, these additional fees and charges.

A. **Nonrefundable Fees and Charges.** The following fees are earned when collected and will not be refunded if I prepay this Note before the scheduled maturity date.

Loan Origination. A(n) Loan Origination fee of \$250.00 payable from separate funds on or before today's date.

6. **REMEDIAL CHARGES.** In addition to interest or other finance charges, I agree that I will pay these additional fees based on my method and pattern of payment. Additional remedial charges may be described elsewhere in this Note.

A. **Late Charge.** If a payment is more than 10 days late, I will be charged 2.000 percent of the Amount of Payment or \$15.00, whichever is greater. However, this charge will not be greater than \$100.00. I will pay this late charge promptly but only once for each late payment.

B. **Minimum Finance Charge - Commercial/Ag.** A(n) Minimum Finance Charge - Commercial/Ag equal to \$15.00.

7. **PAYMENT.** I agree to pay this Note on demand, but if no demand is made, I agree to pay this Note in installments of accrued interest beginning July 27, 2008, and then on the 27th day of each month thereafter. I agree to pay the entire unpaid Principal and any accrued but unpaid interest on July 27, 2009.

Payments will be rounded to the nearest \$.01. With the final payment I also agree to pay any additional fees or charges owing and the amount of any advances you have made to others on my behalf. Payments scheduled to be paid on the 29th, 30th or 31st day of a month that contains no such day will, instead, be made on the last day of such month.

Each payment I make on this Note will be applied first to interest that is due then to principal that is due, and finally to any charges that I owe other than principal and interest. If you and I agree to a different application of payments, we will describe our agreement on this Note. You may change how payments are applied in your sole discretion without notice to me. The actual amount of my final payment will depend on my payment record.

8. **PREPAYMENT.** I may prepay this Loan in full or in part at any time. Any partial prepayment will not excuse any later scheduled payments until I pay in full.

9. **LOAN PURPOSE.** The purpose of this Loan is to fund short term overdraft, payoff personal line #0801, make a principal reduction on dealership loan, and provide an interest reserve for Florida residence..

10. **ADDITIONAL TERMS.** Adequate hazard/flood insurance must be maintained throughout the term of the loan

11. **SECURITY.** The Loan is secured by separate security instruments prepared together with this Note as follows:

Document Name

Mortgage - 1717 North Atlantic Boulevard

Parties to Document

C. E. White

12. **DEFAULT.** I understand that you may demand payment anytime at your discretion. For example, you may demand payment in full if any of the following occur:

A. **Payments.** I fail to make a payment in full when due.

B. **Insolvency or Bankruptcy.** The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against me or any co-signer, endorser, surety or guarantor of this Note or any other obligations I have with you.

C. **Death or Incompetency.** I die or am declared legally incompetent.

D. **Failure to Perform.** I fail to perform any condition or to keep any promise or covenant of this Note.

E. **Other Documents.** A default occurs under the terms of any other Loan Document.

F. **Other Agreements.** I am in default on any other debt or agreement I have with you.

G. **Misrepresentation.** I make any verbal or written statement or provide any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

H. **Judgment.** I fail to satisfy or appeal any judgment against me.

I. **Forfeiture.** The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

J. **Name Change.** I change my name or assume an additional name without notifying you before making such a change.

K. **Property Transfer.** I transfer all or a substantial part of my money or property.

L. **Property Value.** You determine in good faith that the value of the Property has declined or is impaired.

M. **Insecurity.** You determine in good faith that a material adverse change has occurred in my financial condition from the conditions set forth in my most recent financial statement before the date of this Note or that the prospect for payment or performance of the Loan is impaired for any reason.

13. **DUE ON SALE.** You may, at your option, declare the entire balance of this Note to be immediately due and payable upon the creation of, or contract for the creation of, any transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.

14. **WAIVERS AND CONSENT.** To the extent not prohibited by law, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor.

A. **Additional Waivers By Borrower.** In addition, I, and any party to this Note and Loan, to the extent permitted by law, consent to certain actions you may take, and generally waive defenses that may be available based on these actions or based on the status of a party to this Note.

(1) You may renew or extend payments on this Note, regardless of the number of such renewals or extensions.

(2) You may release any Borrower, endorser, guarantor, surety, accommodation maker or any other co-signer.

(3) You may release, substitute or impair any Property securing this Note.

C. E. White
West Virginia Professional Note
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Initials
Page 2

- (4) You, or any institution participating in this Note, may invoke your right of set-off.
- (5) You may enter into any sales, repurchases or participations of this Note to any person in any amounts and I waive notice of such sales, repurchases or participations.
- (6) I agree that any of us signing this Note as a Borrower is authorized to modify the terms of this Note or any instrument securing, guarantying or relating to this Note.
- B. No Waiver By Lender.** Your course of dealing, or your forbearance from, or delay in, the exercise of any of your rights, remedies, privileges or right to insist upon my strict performance of any provisions contained in this Note, or any other Loan Document, shall not be construed as a waiver by you, unless any such waiver is in writing and is signed by you.
- 15. REMEDIES.** After I default, you may at your option do any one or more of the following.
- A. Acceleration.** You may make all or any part of the amount owing by the terms of this Note immediately due.
- B. Sources.** You may use any and all remedies you have under state or federal law or in any Loan Document.
- C. Insurance Benefits.** You may make a claim for any and all insurance benefits or refunds that may be available on my default.
- D. Payments Made On My Behalf.** Amounts advanced on my behalf will be immediately due and may be added to the balance owing under the terms of this Note, and accrue interest at the highest post-maturity interest rate.
- E. Termination.** You may terminate my right to obtain advances and may refuse to make any further extensions of credit.
- F. Attachment.** You may attach or garnish my wages or earnings.
- G. Set-Off.** You may use the right of set-off. This means you may set-off any amount due and payable under the terms of this Note against any right I have to receive money from you.
- My right to receive money from you includes any deposit or share account balance I have with you; any money owed to me on an item presented to you or in your possession for collection or exchange; and any repurchase agreement or other non-deposit obligation. "Any amount due and payable under the terms of this Note" means the total amount to which you are entitled to demand payment under the terms of this Note at the time you set-off.
- Subject to any other written contract, if my right to receive money from you is also owned by someone who has not agreed to pay this Note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement.
- Your right of set-off does not apply to an account or other obligation where my rights arise only in a representative capacity. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.
- You will not be liable for the dishonor of any check when the dishonor occurs because you set-off against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.
- H. Waiver.** Except as otherwise required by law, by choosing any one or more of these remedies you do not give up your right to use any other remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.
- 16. COLLECTION EXPENSES AND ATTORNEYS' FEES.** On or after Default, to the extent permitted by law, I agree to pay all expenses of collection, enforcement or protection of your rights and remedies under this Note or any other Loan Document. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Note. All fees and expenses will be secured by the Property I have granted to you, if any. In addition, to the extent permitted by the United States Bankruptcy Code, I agree to pay the reasonable attorneys' fees incurred by you to protect your rights and interests in connection with any bankruptcy proceedings initiated by or against me.
- 17. COMMISSIONS.** I understand and agree that you (or your affiliate) will earn commissions or fees on any insurance products, and may earn such fees on other services that I buy through you or your affiliate.
- 18. WARRANTIES AND REPRESENTATIONS.** I have the right and authority to enter into this Note. The execution and delivery of this Note will not violate any agreement governing me or to which I am a party.
- 19. INSURANCE.** I agree to obtain the insurance described in this Loan Agreement.
- A. Property Insurance.** I will insure or retain insurance coverage on the Property and abide by the insurance requirements of any security instrument securing the Loan.
- B. Flood Insurance Is Required.** I will insure the real property securing the Loan against hazards caused by flooding as described by other documents I sign for the Loan.
- C. Insurance Warranties.** I agree to purchase any insurance coverages that are required, in the amounts you require, as described in this or any other documents I sign for the Loan. I will provide you with continuing proof of coverage. I will buy or provide insurance from a firm licensed to do business in the State where the Property is located. If I buy or provide the insurance from someone other than you, the firm will be reasonably acceptable to you. I will have the insurance company name you as loss payee on any insurance policy. You will apply the insurance proceeds toward what I owe you on the outstanding balance. I agree that if the insurance proceeds do not cover the amounts I still owe you, I will pay the difference. I will keep the insurance until all debts secured by this agreement are paid. If I want to buy the insurance from you, I have signed a separate statement agreeing to this purchase.
- 20. APPLICABLE LAW.** This Note is governed by the laws of West Virginia, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.
- 21. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS.** My obligation to pay the Loan is independent of the obligation of any other person who has also agreed to pay it. You may sue me alone, or anyone else who is obligated on the Loan, or any number of us together, to collect the Loan. Extending the Loan or new obligations under the Loan, will not affect my duty under the Loan and I will still be obligated to pay the Loan. This Note shall inure to the benefit of and be enforceable by you and your successors and assigns and shall be binding upon and enforceable against me and my personal representatives, successors, heirs and assigns.
- 22. AMENDMENT, INTEGRATION AND SEVERABILITY.** This Note may not be amended or modified by oral agreement. No amendment or modification of this Note is effective unless made in writing and executed by you and me. This Note and the other Loan Documents are the complete and final expression of the agreement. If any provision of this Note is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.
- 23. INTERPRETATION.** Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Note.
- 24. NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Borrower will be deemed to be notice to all Borrowers. I will inform you in writing of any change in my name, address or other application information. I will provide you any financial statement or information you request. All financial statements and information I give you will be correct and complete. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Loan and to confirm your lien status on any Property. Time is of the essence.

27. **SIGNATURES.** By signing under seal, I agree to the terms contained in this Note. I also acknowledge receipt of a copy of this Note.

C. E. White
Individually

LENDER:
United Bank, Inc.
By Julie R. Gurtis (Seal)
Julie R. Gurtis, Senior Vice President

LOAN NUMBER: 0301895-9027
ACCT. NUMBER: 0301895

AMENDMENT TO PROMISSORY NOTE

THIS AMENDMENT TO PROMISSORY NOTE ("Amendment") is dated as of the 27th day of July, 2009, by and between UNITED BANK, INC. ("Lender") and C. E. WHITE, a resident of West Virginia ("Borrower").

WHEREAS, Borrower executed and delivered to Lender that certain promissory note, dated June 27, 2008, made payable to Lender in the principal amount of \$2,225,000.00, bearing loan number 0301895-9027 (the "Note"); and

WHEREAS, repayment of the Loan is secured by certain collateral as discussed in the Note and other loan documents; and

WHEREAS, Borrower and Lender have agreed to extend the maturity date of the Note and alter the payment terms as contained herein; and

NOW, THEREFORE WITNESSETH, that for and in consideration of the mutual covenants hereinafter contained, the parties hereto covenant and agree that the Note is amended and modified as follows:

1. The maturity date of the Note is hereby modified and extended to and including August 23, 2011.
2. The Rate set forth at the top of the Note in the box labeled "Creditor Use Only" shall be deleted in its entirety and replaced with "4.000%".
3. Section 7 of the Note is hereby deleted in its entirety and replaced with the following:

7. PAYMENT. I agree to pay this Note in installments of accrued interest beginning on the date hereof, and on the 27th day of each month thereafter. I agree to pay the entire unpaid principal and any accrued but unpaid interest on August 23, 2011. Payments will be rounded to the nearest \$0.01. With the final payment I also agree to pay any additional fees or charges owing and the amount of any advances you have made to others on my behalf. Each payment I make on this Note will be applied first to interest that is due then to principal that is due, and finally to any charges that I owe other than principal and interest. You may change how payments are applied in your sole discretion without notice to me. The actual amount of my final payment will depend on my payment record.

4. In all other respects, the terms and conditions of the Note and all other documents executed in connection therewith shall remain in full force and effect and shall be binding

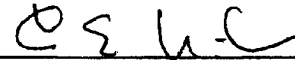
EXHIBIT

upon the parties. All capitalized terms used in this Amendment without being defined shall have the meanings ascribed to them in the Note.

5. This Amendment is a modification only and not a novation.
6. This Amendment shall be construed in accordance with and governed by the laws of the State of West Virginia. The provisions of this Amendment shall be binding upon and inure to the benefit of each of the parties and their respective heirs, successors and assigns. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

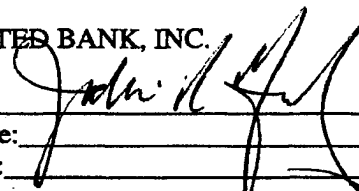
WITNESS the following signatures.

BORROWER:


C. E. WHITE

LENDER:

UNITED BANK, INC.

By: 
Name: _____
Title: _____

D D 5/2/25/08

SECOND AMENDMENT TO PROMISSORY NOTE
(ACCT. NO. 0301895-9027)

THIS SECOND AMENDMENT TO PROMISSORY NOTE ("Amendment") is effective as of August 23, 2011, and is made and given by C. E. WHITE, a West Virginia resident ("Borrower"), to UNITED BANK, INC., a West Virginia state chartered bank ("Lender").

W I T N E S S E T H:

WHEREAS, on June 27, 2008, Borrower executed and delivered that certain Promissory Note made payable to Lender in the principal sum of Two Million Two Hundred Twenty-Five Thousand and 00/100 Dollars (\$2,225,000.00) which Promissory Note was amended by that certain Amendment to Promissory Note, dated July 27, 2009 (subject to the modifications set forth below, the "Note"); and

WHEREAS, repayment of the Note is secured by a lien on Borrower's real property located in Fort Lauderdale, Florida (the "Collateral"), pursuant to that certain Mortgage, dated June 27, 2008, executed by Borrower and Lender (the "Mortgage"); and

WHEREAS, Borrower has requested that Lender extend the maturity date of the Note, modify the payments and modify the rate of interest provided in the Note; and

WHEREAS, Lender is agreeable to Borrower's requests, subject to the terms and conditions as set forth herein.

NOW, THEREFORE, for \$10.00, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. Effective as of November 10, 2011, section 1.B. of the Note shall be amended and modified to and shall provide as follows:

B. Note. Note refers to this document, as amended by that certain Amendment to Promissory Note, dated July 27, 2009, that certain Second Amendment to Promissory Note, dated as of August 23, 2011, and any additional extensions, renewals, modification and substitutions of this Note.

2. Effective as of November 10, 2011, section 4 of the Note shall be amended and modified to and shall provide as follows:

4. INTEREST. Interest will accrue on the unpaid Principal balance of this Note as and at the rate described in the Variable Rate subsection (Interest Rate).

A. Interest After Default. If you declare a default under the terms of the Loan, including for failure to pay in

full at maturity, you may increase the Interest Rate payable on the outstanding Principal balance of this Note. In such event, interest will accrue on the outstanding Principal balance at the Interest Rate in effect from time to time under the terms of the Loan, until paid in full.

B. Maximum Interest Amount. Any amount assessed or collected as interest under the terms of this Note will be limited to the maximum lawful amount of interest allowed by state or federal law, whichever is greater. Amounts collected in excess of the maximum lawful amount will be applied first to the unpaid Principal balance. Any remainder will be refunded to me.

C. Statutory Authority. The amount assessed or collected on this Note is authorized by the West Virginia usury laws under W. Va. Code §§ 47A-1-1, 47-6-1 et. seq., 31A-4-27 to 31A-4-30a and 31C-7-2.

D. Accrual. Interest accrues using an Actual/360 days counting method.

E. Variable Rate. The Interest Rate may change during the term of this transaction.

(1) Index. Beginning with the first Change Date, the Interest Rate will be based on the following index: the prime rate of interest as published in the Money Rates column of The Wall Street Journal.

The Current Index is the most recent index figure available on each Change Date. You do not guaranty by selecting this Index, or the margin, that the Interest Rate on this Note will be the same rate you charge on any other loans or class of loans you make to me or other borrowers. If this Index is no longer available, you will substitute a similar index. You will give me notice of your choice.

(2) Change Date. Each date on which the Interest Rate may change is called a Change Date. The Interest Rate may change daily.

(3) Calculation of Change. On each Change Date you will calculate the Interest Rate, which will be the Current Index. The result of this calculation will be rounded to the nearest .01 percent. Subject to any limitations, this will be the Interest Rate until the next Change Date. The new Interest Rate will become effective on each Change Date. The Interest Rate and

other charges on this Note will never exceed the highest rate or charge allowed by law for this Note.

(4) Limitations. The Interest Rate changes are subject to the following limitations:

(a) Lifetime. The Interest Rate will never be less than 4.000 percent.

(5) Effect Of Variable Rate. A change in the Interest Rate will have the following effect on the payments: The amount of scheduled payments and the amount of the final payment will change.

3. Effective as of November 10, 2011, the maturity date of the Note is hereby extended to and including December 23, 2012. Accordingly, section 7 of the Note shall be amended and modified to and shall provide as follows:

7. PAYMENT. I agree to pay this Note in installments of accrued interest beginning December 23, 2011, and on the 23rd day of each month thereafter. I agree to pay the entire unpaid Principal and any accrued but unpaid interest on December 23, 2012. Payments will be rounded to the nearest \$.01. With the final payment I also agree to pay any additional fees or charges owing and the amount of any advances you have made to others on my behalf. Each payment I make on this Note will be applied first to interest that is due then to principal that is due, and finally to any charges that I owe other than principal and interest. You may change how payments are applied in your sole discretion without notice to me. The actual amount of my final payment will depend on my payment record.

4. Borrower acknowledges that the principal amount of the Note has been fully drawn and that no additional funds are available to be drawn on the Note.

5. This Amendment is a modification only and not a novation. Except as herein modified, all other terms of the Note shall remain in full force and effect and the mortgage, security agreement and other Loan Documents (as such term is defined in that certain Master Agreement, dated November 10, 2011) executed and/or delivered in connection with the Note and the loan evidenced by the Note shall remain in full force and effect and, along with the Note, shall be binding upon the respective parties thereto.

6. The Note is and will remain secured by a valid and perfected mortgage lien on the Collateral unless and until the Note and the Mortgage have been terminated in writing by United.

above.

WITNESS the following signatures and seals effective as of the date first written

LENDER:

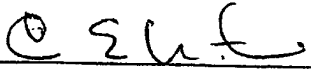
UNITED BANK, INC.

By: 

Name: Julie R. Gurtis

Title: Market President

BORROWER:


C. E. WHITE

THIRD AMENDMENT TO PROMISSORY NOTE
(ACCT. NO. 0301895-9027)

THIS THIRD AMENDMENT TO PROMISSORY NOTE (this "Amendment") is effective as of December 23, 2012, and is made and given by C. E. WHITE, a West Virginia resident ("Borrower"), to UNITED BANK, INC., a West Virginia state chartered bank ("Lender").

WITNESSETH:

WHEREAS, on June 27, 2008, Borrower executed and delivered that certain Promissory Note made payable to Lender in the principal sum of Two Million Two Hundred Twenty-Five Thousand and 00/100 Dollars (\$2,225,000.00) which Promissory Note was amended by that certain Amendment to Promissory Note, dated July 27, 2009, and was further amended by that certain Second Amendment to Promissory Note, dated as of August 23, 2011 (subject to the modifications set forth below, the "Note"); and

WHEREAS, repayment of the Note is secured by a lien on Borrower's real property located in Fort Lauderdale, Florida (the "Collateral"), pursuant to that certain Mortgage, dated June 27, 2008, executed by Borrower and Lender (the "Mortgage"); and

WHEREAS, Borrower has requested that Lender extend the maturity date of the Note; and

WHEREAS, Lender is agreeable to Borrower's requests, subject to the terms and conditions as set forth herein.

NOW, THEREFORE, for \$10.00, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. Section 1.B. of the Note is hereby amended and modified to and provides as follows:

B. Note. Note refers to this document, as amended by that certain Amendment to Promissory Note, dated July 27, 2009, that certain Second Amendment to Promissory Note, dated as of August 23, 2011, that certain Third Amendment to Promissory Note, dated as of December 23, 2012, and any additional extensions, renewals, modification and substitutions of this Note.

2. The maturity date of the Note is hereby extended to and including March 23, 2013. Accordingly, section 7 of the Note is hereby amended and modified to and provides as follows:

EXHIBIT

7. **PAYMENT.** I agree to pay this Note in installments of accrued interest beginning December 10, 2011, and on the 10th day of each month thereafter. I agree to pay the entire unpaid Principal and any accrued but unpaid interest on March 23, 2013. Payments will be rounded to the nearest \$0.01. With the final payment I also agree to pay any additional fees or charges owing and the amount of any advances you have made to others on my behalf. Each payment I make on this Note will be applied first to interest that is due then to principal that is due, and finally to any charges that I owe other than principal and interest. You may change how payments are applied in your sole discretion without notice to me. The actual amount of my final payment will depend on my payment record.

4. Borrower acknowledges that the principal amount of the Note has been fully drawn and that no additional funds are available to be drawn on the Note.

5. This Amendment is a modification only and not a novation. Except as herein modified, all other terms of the Note remain in full force and effect and the mortgage, security agreement, and other Loan Documents (as such term is defined in that certain Master Agreement, dated November 10, 2011) executed and/or delivered in connection with the Note and the loan evidenced by the Note remain in full force and effect and, along with the Note, are binding upon the respective parties thereto.

6. The Note is and will remain secured by a valid and perfected mortgage lien on the Collateral unless and until the Note and the Mortgage have been terminated in writing by United.

[Remainder of page intentionally left blank; Signature page follows this page]

WITNESS the following signatures and seals effective as of the date first written above.

LENDER:

UNITED BANK, INC.

By: *Nathan E. Testman*

Name: *Nathan E. Testman*

Title: *Banking officer*

BORROWER:

C E White

C. E. WHITE

FOURTH AMENDMENT TO PROMISSORY NOTE
(ACCT. NO. 10301895-9027)

THIS FOURTH AMENDMENT TO PROMISSORY NOTE (this "Amendment") is effective as of March 23, 2013, and is made and given by C. E. WHITE, a West Virginia resident ("Borrower"), to UNITED BANK, INC., a West Virginia state chartered bank ("Lender").

WITNESSETH:

WHEREAS, on June 27, 2008, Borrower executed and delivered that certain Promissory Note made payable to Lender in the principal sum of Two Million Two Hundred Twenty-Five Thousand and 00/100 Dollars (\$2,225,000.00) which Promissory Note was amended by that certain Amendment to Promissory Note, dated July 27, 2009, and was further amended by that certain Second Amendment to Promissory Note, dated as of August 23, 2011, and was further amended by that certain Third Amendment to Promissory Note, dated as of December 23, 2012 (subject to the modifications set forth below, the "Note"); and

WHEREAS, repayment of the Note is secured by a lien on Borrower's real property located in Fort Lauderdale, Florida (the "Collateral"), pursuant to that certain Mortgage, dated June 27, 2008, executed by Borrower and Lender (the "Mortgage"); and

WHEREAS, Borrower has requested that Lender extend the maturity date of the Note; and

WHEREAS, Lender is agreeable to Borrower's requests, subject to the terms and conditions as set forth herein.

NOW, THEREFORE, for \$10.00, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. Section 1.B. of the Note is hereby amended and modified to and provides as follows:

B. Note. Note refers to this document, as amended by that certain Amendment to Promissory Note, dated July 27, 2009, that certain Second Amendment to Promissory Note, dated as of August 23, 2011, that certain Third Amendment to Promissory Note, dated as of December 23, 2012, that certain Fourth Amendment to Promissory Note, dated as of March 23, 2013 and any additional extensions, renewals, modification and substitutions of this Note.

2. The maturity date of the Note is hereby extended to and including June 23, 2013. Accordingly, section 7 of the Note is hereby amended and modified to and provides as follows:

EXHIBIT

7. PAYMENT. I agree to pay this Note in installments of accrued interest beginning December 10, 2011, and on the 10th day of each month thereafter. I agree to pay the entire unpaid Principal and any accrued but unpaid interest on June 23, 2013. Payments will be rounded to the nearest \$0.01. With the final payment I also agree to pay any additional fees or charges owing and the amount of any advances you have made to others on my behalf. Each payment I make on this Note will be applied first to interest that is due then to principal that is due, and finally to any charges that I owe other than principal and interest. You may change how payments are applied in your sole discretion without notice to me. The actual amount of my final payment will depend on my payment record.

4. Borrower acknowledges that the principal amount of the Note has been fully drawn and that no additional funds are available to be drawn on the Note.

5. This Amendment is a modification only and not a novation. Except as herein modified, all other terms of the Note remain in full force and effect and the mortgage, security agreement, and other Loan Documents (as such term is defined in that certain Master Agreement, dated November 10, 2011) executed and/or delivered in connection with the Note and the loan evidenced by the Note remain in full force and effect and, along with the Note, are binding upon the respective parties thereto.

6. The Note is and will remain secured by a valid and perfected mortgage lien on the Collateral unless and until the Note and the Mortgage have been terminated in writing by United.

[Remainder of page intentionally left blank; Signature page follows this page]

WITNESS the following signatures and seals effective as of the date first written above.

LENDER:

UNITED BANK, INC.

By: Robert E. Shaw

Name:

Title:

BORROWER:

C. E. White
C.E. WHITE



LOAN NUMBER	LOAN NAME	ACCT. NUMBER	NOTE DATE	INITIALS
0301896-9031	C. E. White	0301896	09/19/08	JRG
NOTE AMOUNT	INDEX (w/Margin)	RATE	MATURITY DATE	LOAN PURPOSE
\$500,000.00	Wall Street Journal Prime	5.000%	09/19/09	Commercial

Creditor Use Only

PROMISSORY NOTE

(Commercial - Draw)

DATE AND PARTIES. The date of this Promissory Note (Note) is September 19, 2008. The parties and their addresses are:

LENDER:

UNITED BANK, INC.
500 Virginia Street - East
Charleston, West Virginia 25301
Telephone: (304) 348-8400

BORROWER:

C. E. WHITE
PO Box 18490
South Charleston, West Virginia 25303

1. DEFINITIONS. As used in this Note, the terms have the following meanings:

- A. Pronouns. The pronouns "I," "me," and "my" refer to each Borrower signing this Note, individually and together. "You" and "Your" refer to the Lender.
B. Note. Note refers to this document, and any extensions, renewals, modifications and substitutions of this Note.
C. Loan. Loan refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures or notes, and this Note.
D. Loan Documents. Loan Documents refer to all the documents executed as a part of or in connection with the Loan.
E. Property. Property is any property, real, personal or intangible, that secures my performance of the obligations of this Loan.
F. Percent. Rates and rate change limitations are expressed as annualized percentages.

2. PROMISE TO PAY. For value received, I promise to pay you or your order, at your address, or at such other location as you may designate, amounts advanced from time to time under the terms of this Note up to the maximum total principal balance of \$500,000.00 (Principal), plus interest from the date of disbursement, on the unpaid outstanding Principal balance until this Note is paid in full and you have no further obligations to make advances to me under the Loan.

3. ADVANCES. Advances under this Note are made according to the following terms and conditions.

A. Requests for Advances. My requests are a warranty that I am in compliance with all the Loan Documents. When required by you for a particular method of advance, my requests for an advance must specify the requested amount and the date and be accompanied with any agreements, documents, and instruments that you require for the Loan. Any payment by you of any check, share draft or other charge may, at your option, constitute an advance on the Loan to me. All advances will be made in United States dollars. I will indemnify you and hold you harmless for your reliance on any request for advances that you reasonably believe to be genuine. To the extent permitted by law, I will indemnify you and hold you harmless when the person making any request represents that I authorized this person to request an advance even when this person is unauthorized or this person's signature is not genuine.

I or anyone I authorize to act on my behalf may request advances by the following methods.

B. Advance Limitations. In addition to any other Loan conditions, requests for, and access to, advances are subject to the following limitations.

- (1) Obligatory Advances. You will make all Loan advances subject to this Agreement's terms and conditions.
(2) Advance Amount. Subject to the terms and conditions contained in this Note, advances will be made in exactly the amount I request.
(3) Disbursement of Advances. On my fulfillment of this Note's terms and conditions, you will disburse the advance in any manner as you and I agree.
(4) Credit Limit. I understand that you will not ordinarily grant a request for an advance that would cause the unpaid principal of my Loan to be greater than the Principal limit. You may, at your option, grant such a request without obligating yourselves to do so in the future. I will pay any over advances in addition to my regularly scheduled payments. I will repay any over advance by repaying you in full within 10 days after the overdraft occurs.
(5) Records. Your records will be conclusive evidence as to the amount of advances, the Loan's unpaid principal balances and the accrued interest.

4. INTEREST. Interest will accrue on the unpaid Principal balance of this Note at the rate of 5.000 percent (Interest Rate) until September 20, 2008, after which time it may change as described in the Variable Rate subsection.

A. Post-Maturity Interest. After maturity or acceleration, interest will accrue on the unpaid Principal balance of this Note at the Interest Rate in effect from time to time, until paid in full.

B. Maximum Interest Amount. Any amount assessed or collected as interest under the terms of this Note will be limited to the maximum lawful amount of interest allowed by state or federal law, whichever is greater. Amounts collected in excess of the maximum lawful amount will be applied first to the unpaid Principal balance. Any remainder will be refunded to me.

C. Statutory Authority. The amount assessed or collected on this Note is authorized by the West Virginia usury laws under W. Va. Code §§ 47A-1-1, 47-6-1 et. seq., 31A-4-27 to 31A-4-30a and 31C-7-2.

D. Accrual. Interest accrues using an Actual/360 days counting method.

E. Variable Rate. The Interest Rate may change during the term of this transaction.

- (1) Index. Beginning with the first Change Date, the Interest Rate will be based on the following index: the base rate on corporate loans posted by at least 75% of the 30 largest U.S. banks known as the Wall Street Journal U.S. Prime Rate.

The Current Index is the most recent index figure available on each Change Date. You do not guaranty by selecting this index, or the margin, that the Interest Rate on this Note will be the same rate you charge on any other loans or

class of loans you make to me or other borrowers. If this index is no longer available, you will substitute a similar index. You will give me notice of your choice.

(2) Change Date. Each date on which the Interest Rate may change is called a Change Date. The Interest Rate may change September 20, 2008 and daily thereafter.

(3) Calculation Of Change. On each Change Date you will calculate the Interest Rate, which will be the Current Index. The result of this calculation will be rounded to the nearest .01 percent. Subject to any limitations, this will be the Interest Rate until the next Change Date. The new Interest Rate will become effective on each Change Date. The Interest Rate and other charges on this Note will never exceed the highest rate or charge allowed by law for this Note.

(4) Effect Of Variable Rate. A change in the Interest Rate will have the following effect on the payments: The amount of scheduled payments and the amount of the final payment will change.

6. ADDITIONAL CHARGES. As additional consideration, I agree to pay, or have paid, these additional fees and charges.

A. Nonrefundable Fees and Charges. The following fees are earned when collected and will not be refunded if I prepay this Note before the scheduled maturity date.

Recording - Deed of Trust. A(n) Recording - Deed of Trust fee of \$25.00 payable from the loan proceeds.

Loan Origination. A(n) Loan Origination fee of \$250.00 payable from the loan proceeds.

Flood Certification. A(n) Flood Certification fee of \$30.00 payable from the loan proceeds.

6. REMEDIAL CHARGES. In addition to interest or other finance charges, I agree that I will pay these additional fees based on my method and pattern of payment. Additional remedial charges may be described elsewhere in this Note.

A. Late Charge. If a payment is more than 10 days late, I will be charged 2.000 percent of the Amount of Payment or \$15.00, whichever is greater. However, this charge will not be greater than \$100.00. I will pay this late charge promptly but only once for each late payment.

B. Minimum Finance Charge - Commercial/Ag. A(n) Minimum Finance Charge - Commercial/Ag equal to \$15.00.

7. PAYMENT. I agree to pay this Note in installments of accrued interest beginning October 19, 2008, and then on the 19th day of each month thereafter. I agree to pay the entire unpaid Principal and any accrued but unpaid interest on September 19, 2009.

Payments will be rounded to the nearest \$.01. With the final payment I also agree to pay any additional fees or charges owing and the amount of any advances you have made to others on my behalf. Payments scheduled to be paid on the 29th, 30th or 31st day of a month that contains no such day will, instead, be made on the last day of such month.

Each payment I make on this Note will be applied first to interest that is due then to principal that is due, and finally to any charges that I owe other than principal and interest. If you and I agree to a different application of payments, we will describe our agreement on this Note. You may change how payments are applied in your sole discretion without notice to me. The actual amount of my final payment will depend on my payment record.

8. PREPAYMENT. I may prepay this Loan in full or in part at any time. Any partial prepayment will not excuse any later scheduled payments until I pay in full.

9. LOAN PURPOSE. The purpose of this loan is short term working capital.

10. SECURITY. The Loan is secured by separate security instruments prepared together with this Note as follows:

Document Name	Parties to Document
Deed Of Trust - 388 MacCorkle Avenue	Glendonin Place Realty, LLC
Deed Of Trust - 210 Kanawha Blvd	KBW, Inc.

11. DEFAULT. I will be in default if any of the following occur:

A. Payments. I fail to make a payment in full when due.

B. Insolvency or Bankruptcy. The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against me or any co-signer, endorser, surety or guarantor of this Note or any other obligations I have with you.

C. Death or Incompetency. I die or am declared legally incompetent.

D. Failure to Perform. I fail to perform any condition or to keep any promise or covenant of this Note.

E. Other Documents. A default occurs under the terms of any other Loan Document.

F. Other Agreements. I am in default on any other debt or agreement I have with you.

G. Misrepresentation. I make any verbal or written statement or provide any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

H. Judgment. I fail to satisfy or appeal any judgment against me.

I. Forfeiture. The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

J. Name Change. I change my name or assume an additional name without notifying you before making such a change.

K. Property Transfer. I transfer all or a substantial part of my money or property.

L. Property Value. You determine in good faith that the value of the Property has declined or is impaired.

M. Insecurity. You determine in good faith that a material adverse change has occurred in my financial condition from the conditions set forth in my most recent financial statement before the date of this Note or that the prospect for payment or performance of the Loan is impaired for any reason.

12. DUE ON SALE OR ENCUMBRANCE. You may, at your option, declare the entire balance of this Note to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 501), as applicable.

13. WAIVERS AND CONSENT. To the extent not prohibited by law, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor.

A. Additional Waivers By Borrower. In addition, I, and any party to this Note and Loan, to the extent permitted by law, consent to certain actions you may take, and generally waive defenses that may be available based on these actions or based on the status of a party to this Note.

(1) You may renew or extend payments on this Note, regardless of the number of such renewals or extensions.

(2) You may release any Borrower, endorser, guarantor, surety, accommodation maker or any other co-signer.

(3) You may release, substitute or impair any Property securing this Note.

(4) You, or any institution participating in this Note, may invoke your right of set-off.

(5) You may enter into any sales, repurchases or participations of this Note to any person in any amounts and I waive notice of such sales, repurchases or participations.

(6) I agree that any of us signing this Note as a Borrower is authorized to modify the terms of this Note or any instrument securing, guarantying or relating to this Note.

(7) I agree that you may inform any party who guarantees this Loan of any Loan accommodations, renewals, extensions, modifications, substitutions or future advances.

- B. No Waiver By Lender. Your course of dealing, or your forbearance from, or delay in, the exercise of any of your rights, remedies, privileges or right to insist upon my strict performance of any provisions contained in this Note, or any other Loan Document, shall not be construed as a waiver by you, unless any such waiver is in writing and is signed by you.
14. **REMEDIES.** After I default, you may at your option do any one or more of the following.
- A. Acceleration. You may make all or any part of the amount owing by the terms of this Note immediately due.
 - B. Sources. You may use any and all remedies you have under state or federal law or in any Loan Document.
 - C. Insurance Benefits. You may make a claim for any and all insurance benefits or refunds that may be available on my default.
 - D. Payments Made On My Behalf. Amounts advanced on my behalf will be immediately due and may be added to the balance owing under the terms of this Note, and accrue interest at the highest post-maturity interest rate.
 - E. Termination. You may terminate my right to obtain advances and may refuse to make any further extensions of credit.
 - F. Attachment. You may attach or garnish my wages or earnings.
 - G. Set-Off. You may use the right of set-off. This means you may set-off any amount due and payable under the terms of this Note against any right I have to receive money from you.
- My right to receive money from you includes any deposit or share account balance I have with you; any money owed to me on an item presented to you or in your possession for collection or exchange; and any repurchase agreement or other non-deposit obligation. "Any amount due and payable under the terms of this Note" means the total amount to which you are entitled to demand payment under the terms of this Note at the time you set-off.
- Subject to any other written contract, if my right to receive money from you is also owned by someone who has not agreed to pay this Note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement.
- Your right of set-off does not apply to an account or other obligation where my rights arise only in a representative capacity. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.
- You will not be liable for the dishonor of any check when the dishonor occurs because you set-off against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.
- H. Waiver. Except as otherwise required by law, by choosing any one or more of these remedies you do not give up your right to use any other remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.
15. **COLLECTION EXPENSES AND ATTORNEYS' FEES.** On or after Default, to the extent permitted by law, I agree to pay all expenses of collection, enforcement or protection of your rights and remedies under this Note or any other Loan Document. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Note. All fees and expenses will be secured by the Property I have granted to you, if any. In addition, to the extent permitted by the United States Bankruptcy Code, I agree to pay the reasonable attorneys' fees incurred by you to protect your rights and interests in connection with any bankruptcy proceedings initiated by or against me.
16. **COMMISSIONS.** I understand and agree that you (or your affiliate) will earn commissions or fees on any insurance products, and may earn such fees on other services that I buy through you or your affiliate.
17. **WARRANTIES AND REPRESENTATIONS.** I have the right and authority to enter into this Note. The execution and delivery of this Note will not violate any agreement governing me or to which I am a party.
18. **INSURANCE.** I agree to obtain the insurance described in this Loan Agreement.
- A. Property Insurance. I will insure or retain insurance coverage on the Property and abide by the insurance requirements of any security instrument securing the Loan.
 - B. Flood Insurance. Flood insurance is not required at this time. It may be required in the future should the property be included in an updated flood plain map. If required in the future, I may obtain flood insurance from anyone I want that is reasonably acceptable to you.
 - C. Insurance Warranties. I agree to purchase any insurance coverages that are required, in the amounts you require, as described in this or any other documents I sign for the Loan. I will provide you with continuing proof of coverage. I will buy or provide insurance from a firm licensed to do business in the State where the Property is located. If I buy or provide the insurance from someone other than you, the firm will be reasonably acceptable to you. I will have the insurance company name you as loss payee on any insurance policy. You will apply the insurance proceeds toward what I owe you on the outstanding balance. I agree that if the insurance proceeds do not cover the amounts I still owe you, I will pay the difference. I will keep the insurance until all debts secured by this agreement are paid. If I want to buy the insurance from you, I have signed a separate statement agreeing to this purchase.
19. **APPLICABLE LAW.** This Note is governed by the laws of West Virginia, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.
20. **JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS.** My obligation to pay the Loan is independent of the obligation of any other person who has also agreed to pay it. You may sue me alone, or anyone else who is obligated on the Loan, or any number of us together, to collect the Loan. Extending the Loan or new obligations under the Loan, will not effect my duty under the Loan and I will still be obligated to pay the Loan. This Note shall inure to the benefit of and be enforceable by you and your successors and assigns and shall be binding upon and enforceable against me and my personal representatives, successors, heirs and assigns.
21. **AMENDMENT, INTEGRATION AND SEVERABILITY.** This Note may not be amended or modified by oral agreement. No amendment or modification of this Note is effective unless made in writing and executed by you and me. This Note and the other Loan Documents are the complete and final expression of the agreement. If any provision of this Note is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable. No present or future agreement securing any other debt I owe you will secure the payment of this Loan if, as a result, this Loan would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007.
22. **INTERPRETATION.** Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Note.
23. **NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Borrower will be deemed to be notice to all Borrowers. I will inform you in writing of any change in my name, address or other application information. I will provide you any financial statement or information you request. All financial statements and information I give you will be correct and complete. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Loan and to confirm your lien status on any Property. Time is of the essence.
24. **CREDIT INFORMATION.** I agree to supply you with whatever information you reasonably request. You will make requests for this information without undue frequency, and will give me reasonable time in which to supply the information.

25. ERRORS AND OMISSIONS. I agree, if requested by you, to fully cooperate in the correction, if necessary, in the reasonable discretion of you or any and all loan closing documents so that all documents accurately describe the loan between you and me. I agree to assume all costs including by way of illustration and not limitation, actual expenses, legal fees and marketing losses for failing to reasonably comply with your requests within thirty (30) days.

26. SIGNATURES. By signing under seal, I agree to the terms contained in this Note. I also acknowledge receipt of a copy of this Note.

BORROWER: *CE LT* (Seal)

C. E. White
Individually

LENDER: United Bank, Inc.
By *John A. Curtis* (Seal)
John A. Curtis, Market President

LOAN NUMBER: 0301895-9031
ACCT. NUMBER: 0301895

AMENDMENT TO PROMISSORY NOTE

THIS AMENDMENT TO PROMISSORY NOTE ("Amendment") is dated as of the 19th day of September, 2009, by and between UNITED BANK, INC. ("Lender") and C.E. WHITE, a resident of West Virginia ("Borrower").

WHEREAS, Borrower executed and delivered to Lender that Promissory Note (Commercial - Draw), dated September 19, 2008, made payable to Lender in the principal amount of \$500,000.00, bearing loan number 0301895-9031 (the "Note"); and

WHEREAS, repayment of the Loan is secured by certain collateral as discussed in the Note and other loan documents; and

WHEREAS, Borrower has requested and Lender has agreed to modify the maturity date of the Note.

NOW, THEREFORE WITNESSETH, that for and in consideration of the mutual covenants hereinafter contained, the parties hereto covenant and agree that the Note is amended and modified as follows:

1. The maturity date of the Note is hereby modified and extended to and including May 31, 2010.
2. The Rate set forth at the top of the Note in the box labeled "Creditor Use Only" is hereby deleted in its entirety and replaced with "4.000%".
3. Section 4E of the Note is hereby amended to include subsection (5) which shall read as follows:

"(5) Limitation. In no event shall any Interest Rate change contemplated in this Section 4E result in an Interest Rate less than 4.000 percent per annum."
4. In all other respects, the terms and conditions of the Note and all other documents executed in connection therewith shall remain in full force and effect and shall be binding upon the parties.
5. This Amendment is a modification only and not a novation.
6. This Amendment shall be construed in accordance with and governed by the laws of the State of West Virginia. The provisions of this Amendment shall be binding upon and inure to the benefit of each of the parties and their respective heirs, successors and assigns. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Signature Page to the Amendment to Promissory Note for Loan Number 0301895-9031

EXHIBIT

34

WITNESS the following signatures.

BORROWER:

C. E. White
C. E. WHITE

LENDER:

UNITED BANK, INC.

By: [Signature]
Name: [Signature]
Title: [Signature]

Consented to, acknowledged and agreed:

GUARANTORS:

KBW, INC.

By: C. E. White
Name: [Signature]
Title: [Signature]

CLENDENIN PLACE REALTY, LLC

By: C. E. White
Name: [Signature]
Title: [Signature]

ACCT. NUMBER: 0301895

AMENDMENT TO PROMISSORY NOTE

THIS AMENDMENT¹ TO PROMISSORY NOTE ("Amendment") is dated as of the 31st day of May, 2010, by and between UNITED BANK, INC. ("Lender") and C. E. WHITE a resident of West Virginia ("Borrower").

WHEREAS, Borrower executed and delivered to Lender that certain promissory note, dated September 19, 2008, made payable to Lender in the principal amount of \$500,000.00, bearing loan number 0301895-9031 (the "Note"); and

WHEREAS, repayment of the Loan is secured by certain collateral as discussed in the Note and other loan documents; and

WHEREAS, the outstanding balance on the Note is \$492,201.05 in principal as of June 28, 2010; and

NOW, THEREFORE WITNESSETH, that for and in consideration of the mutual covenants hereinafter contained, the parties hereto covenant and agree that the Note is amended and modified as follows:

1. The maturity date of the Note is hereby modified and extended to and including September 28, 2010.
2. In all other respects, the terms and conditions of the Note and all other documents executed in connection therewith shall remain in full force and effect and shall be binding upon the parties.
3. This Amendment is a modification only and not a novation.
4. This Amendment shall be construed in accordance with and governed by the laws of the State of West Virginia. The provisions of this Amendment shall be binding upon and inure to the benefit of each of the parties and their respective heirs, successors and assigns. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

WITNESS the following signatures.

BORROWER:

By: C.E. White
Name: C. E. White
Title: Individually

LENDER:

UNITED BANK, INC.

By: _____
Name: Julie R. Gurtis
Title: Regional President

THIRD AMENDMENT TO PROMISSORY NOTE
(ACCT. NO. 0301895-9031)

THIS THIRD AMENDMENT TO PROMISSORY NOTE ("Amendment") is effective as of May 31, 2010, and is made and given by C.E. WHITE, an individual residing in the State of West Virginia ("Borrower"), to UNITED BANK, INC., a West Virginia state chartered bank ("Lender").

WITNESSETH:

WHEREAS, on September 19, 2008, Borrower executed and delivered that certain Promissory Note made payable to Lender in the principal sum of Five Hundred Thousand and 00/100 Dollars (\$500,000.00), which note was amended by that certain Amendment to Promissory Note, dated September 19, 2009, and that certain Amendment to Promissory Note, dated May 31, 2010 (subject to the modifications set forth below, the "Note"); and

WHEREAS, repayment of the Note is (i) guaranteed by KBW, Inc. and Clendenin Place Realty, LLC (collectively, the "Guarantors"), and (ii) secured by liens on Borrower's and certain Guarantor's real property located in Charleston, West Virginia (the "Collateral"), pursuant to (1) that certain Deed of Trust, dated September 19, 2008, executed by Clendenin Place Realty, LLC (the "Clendenin Place Realty Deed"); (2) that certain Deed of Trust, dated September 19, 2008, executed by Clendenin Place, Inc. (the "Clendenin Place Deed"); (3) that certain Deed of Trust, dated September 19, 2008, executed by KBW, Inc. (the "KBW Deed of Trust"); and (4) that certain Leasehold Deed of Trust, dated February 4, 2009, executed by Clendenin Place (the "Leasehold Deed of Trust") (the "Clendenin Place Realty Deed of Trust, the Clendenin Place Deed of Trust, and the "KBW Deed of Trust" shall be referred to herein as the "Deeds of Trust"); and

WHEREAS, as set forth in that certain Master Agreement, dated November 10, 2011, by and among United, Borrower and others, Borrower has requested that Lender extend the maturity date of the Note and modify the rate of interest provided in the Note; and

WHEREAS, Lender is agreeable to Borrower's requests, subject to the terms and conditions as set forth herein.

NOW, THEREFORE, for \$10.00, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. Effective as of November 10, 2011, Section 1.B. of the Note shall be amended and modified to and shall provide as follows:

B. Note. Note refers to this document, as amended by that certain Amendment to Promissory Note, dated September 9, 2009, that certain Amendment to Promissory Note, dated May 31, 2010, that certain Amendment to Promissory Note,

dated November 10, 2011, and any additional extensions, renewals, modification and substitutions of this Note.

2. Effective as of November 10, 2011, Section 4 of the Note shall be amended and modified to and shall provide as follows:

4. Interest. Interest will accrue on the unpaid Principal balance of this Note at the rate of and as described in the Variable Rate subsection.

A. Post-Maturity Interest. After maturity or acceleration, interest will accrue on the unpaid Principal balance of this Note at the Interest Rate in effect from time to time, until paid in full.

B. Maximum Interest Amount. Any amount assessed or collected as interest under the terms of this Note will be limited to the maximum lawful amount of interest allowed by state or federal law, whichever is greater. Amounts collected in excess of the maximum lawful amount will be applied first to the unpaid Principal balance. Any remainder will be refunded to me.

C. Statutory Authority. The amount assessed or collected on this Note is authorized by the West Virginia usury laws under W. Va. Code §§ 47A-1-1, 47-6-1, et seq., 31A-4-27 to 31A-4-30a and 31C-7-2.

D. Accrual. Interest accrues using an Actual/360 days counting method.

E. Variable Rate. The Interest Rate may change during the term of this transaction.

(1) Index. Beginning with the first Change Date, the Interest Rate will be based on the following index: the prime rate of interest as published in the Money Rates column of The Wall Street Journal.

The Current Index is the most recent index figure available on each Change Date. You do not guaranty by selecting this Index, or the margin, that the Interest Rate on this Note will be the same rate you charge on any other loans or class of loans you make to me or other borrowers. If this Index is no longer available, you will substitute a similar index. You will give me notice of your choice.

(2) Change Date. Each date on which the Interest Rate may change is called a Change Date. The Interest Rate may change daily.

(3) Calculation Of Change. On each Change Date you will calculate the Interest Rate, which will be the Current Index. The result of this calculation will be rounded to the nearest .01 percent. Subject to any limitations, this will be the Interest Rate until the next Change Date. The new Interest Rate will become effective on each Change Date. The Interest Rate and other charges on this Note will never exceed the highest rate or charge allowed by law for this Note.

(4) Effect Of Variable Rate. A change in the Interest Rate will have the following effect on the payments: The amount of scheduled payments and the amount of the final payment will change.

(5) Limitations. The Interest Rate changes are subject to the following limitations:

(a) Lifetime. The Interest Rate will never be less than 4.000 percent.

3. Effective as of November 10, 2011, Section 7 of the Note shall be amended and modified to and shall provide as follows:

7. PAYMENT. I agree to pay this note in 36 payments. This note is amortized as if I will be making 300 payments. I will make 35 payments of \$2,592.65 beginning on December 10, 2011, and continuing on the same day of each month thereafter. A single "balloon payment" of the entire unpaid balance of Principal and interest will be due on December 9, 2014. The amount of my monthly payment may change to reflect changes in the Interest Rate as described in the Variable Rate subsection of this Note. Payments will be rounded to the nearest \$.01. With the final payment I also agree to pay any additional fees or charges owing and the amount of any advances you have made to others on my behalf. Each payment I make on this Note will be applied first to interest that is due then to principal that is due, and finally to any charges that I owe other than principal and interest. You may change how payments are applied in your sole discretion without notice to me. The actual amount of my final payment will depend on my payment record.

4. This Amendment is a modification only and not a novation. Except as herein modified, all other terms of the Note shall remain in full force and effect and the Deeds of

Trust, Leasehold Deed of Trust, security agreement and other Loan Documents (as such term is defined in the Master Agreement) executed and/or delivered in connection with the Note and the loan evidenced by the Note shall remain in full force and effect and, along with the Note, shall be binding upon the respective parties thereto.

5. The Note is and will remain secured by valid and perfected liens on and security interests in and to the Collateral unless and until the Note and the documents granting and perfecting United's liens and security interests have been terminated in writing by Lender.

WITNESS the following signatures and seals effective as of the date first written above.

LENDER:

UNITED BANK, INC.

By: 

Name: Julie R. Gurtis

Title: Market President

BORROWER:



C. E. WHITE

GUARANTORS:

KBW, INC.

By: 

Name: C.E. White

Title: President

CLENDENIN PLACE REALTY, LLC

By: 

Name: C.E. White

Title: Member



LOAN NUMBER	LOAN NAME	ACCT. NUMBER	NOTE DATE	INITIALS
0301895-9032	C. E. White	0301895	02/04/09	JRG
NOTE AMOUNT	INDEX (w/Margin)	RATE	MATURITY DATE	LOAN PURPOSE
\$500,000.00	Wall Street Journal Prime	4.000%	02/04/10	Commercial

Creditor Use Only

PROMISSORY NOTE

(Commercial - Draw)

DATE AND PARTIES. The date of this Promissory Note (Note) is February 4, 2009. The parties and their addresses are:

LENDER:

UNITED BANK, INC.
500 Virginia Street - East
Charleston, WV 25301
Telephone: (304) 348-8400

BORROWER:

C. E. WHITE
PO Box 18490
South Charleston, WV 25303

1. DEFINITIONS. As used in this Note, the terms have the following meanings:

- A. **Pronouns.** The pronouns "I," "me," and "my" refer to each Borrower signing this Note, individually and together. "You" and "Your" refer to the Lender.
- B. **Note.** Note refers to this document, and any extensions, renewals, modifications and substitutions of this Note.
- C. **Loan.** Loan refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures or notes, and this Note.
- D. **Loan Documents.** Loan Documents refer to all the documents executed as a part of or in connection with the Loan.
- E. **Property.** Property is any property, real, personal or intangible, that secures my performance of the obligations of this Loan.
- F. **Percent.** Rates and rate change limitations are expressed as annualized percentages.

2. PROMISE TO PAY. For value received, I promise to pay you or your order, at your address, or at such other location as you may designate, amounts advanced from time to time under the terms of this Note up to the maximum total principal balance of \$500,000.00 (Principal), plus interest from the date of disbursement, on the unpaid outstanding Principal balance until this Note is paid in full and you have no further obligations to make advances to me under the Loan.

3. ADVANCES. Advances under this Note are made according to the following terms and conditions.

A. **Requests for Advances.** My requests are a warranty that I am in compliance with all the Loan Documents. When required by you for a particular method of advance, my requests for an advance must specify the requested amount and the date and be accompanied with any agreements, documents, and instruments that you require for the Loan. Any payment by you of any check, share draft or other charge may, at your option, constitute an advance on the Loan to me. All advances will be made in United States dollars. I will indemnify you and hold you harmless for your reliance on any request for advances that you reasonably believe to be genuine. To the extent permitted by law, I will indemnify you and hold you harmless when the person making any request represents that I authorized this person to request an advance even when this person is unauthorized or this person's signature is not genuine.

I or anyone I authorize to act on my behalf may request advances by the following methods.

B. **Advance Limitations.** In addition to any other Loan conditions, requests for, and access to, advances are subject to the following limitations.

- (1) **Obligatory Advances.** You will make all Loan advances subject to this Agreement's terms and conditions.
- (2) **Advance Amount.** Subject to the terms and conditions contained in this Note, advances will be made in exactly the amount I request.
- (3) **Disbursement of Advances.** On my fulfillment of this Note's terms and conditions, you will disburse the advance in any manner as you and I agree.
- (4) **Credit Limit.** I understand that you will not ordinarily grant a request for an advance that would cause the unpaid principal of my Loan to be greater than the Principal limit. You may, at your option, grant such a request without obligating yourselves to do so in the future. I will pay any over advances in addition to my regularly scheduled payments. I will repay any over advance by repaying you in full within 10 days after the overdraft occurs.
- (5) **Records.** Your records will be conclusive evidence as to the amount of advances, the Loan's unpaid principal balances and the accrued interest.

4. INTEREST. Interest will accrue on the unpaid Principal balance of this Note at the rate of 4.000 percent (Interest Rate) until February 5, 2009, after which time it may change as described in the Variable Rate subsection.

A. **Post-Maturity Interest.** After maturity or acceleration, interest will accrue on the unpaid Principal balance of this Note at the Interest Rate in effect from time to time, until paid in full.

B. **Maximum Interest Amount.** Any amount assessed or collected as interest under the terms of this Note will be limited to the maximum lawful amount of interest allowed by state or federal law, whichever is greater. Amounts collected in excess of the maximum lawful amount will be applied first to the unpaid Principal balance. Any remainder will be refunded to me.

C. **Statutory Authority.** The amount assessed or collected on this Note is authorized by the West Virginia usury laws under W. Va. Code §§ 47A-1-1, 47-6-1 et. seq., 31A-4-27 to 31A-4-30a and 31C-7-2.

D. **Accrual.** Interest accrues using an Actual/360 days counting method.

E. **Variable Rate.** The Interest Rate may change during the term of this transaction.

(1) **Index.** Beginning with the first Change Date, the Interest Rate will be based on the following index: U.S. prime rate is the base rate on corporate loans posted by at least 70% of the 10 largest U.S. banks known as the Wall Street Journal U.S. Prime Rate..

The Current Index is the most recent index figure available on each Change Date. You do not guaranty by selecting this Index, or the margin, that the Interest Rate on this Note will be the same rate you charge on any other loans or

class of loans you make to me or other borrowers. If this Index is no longer available, you will substitute a similar index. You will give me notice of your choice.

(2) Change Date. Each date on which the Interest Rate may change is called a Change Date. The Interest Rate may change February 5, 2009 and daily thereafter.

(3) Calculation Of Change. On each Change Date you will calculate the Interest Rate, which will be the Current Index. The result of this calculation will be rounded to the nearest .01 percent. Subject to any limitations, this will be the Interest Rate until the next Change Date. The new Interest Rate will become effective on each Change Date. The Interest Rate and other charges on this Note will never exceed the highest rate or charge allowed by law for this Note.

(4) Limitations. The Interest Rate changes are subject to the following limitations:

(a) Lifetime. The Interest Rate will never be less than 4.000 percent.

(5) Effect Of Variable Rate. A change in the Interest Rate will have the following effect on the payments: The amount of scheduled payments and the amount of the final payment will change.

5. **ADDITIONAL CHARGES.** As additional consideration, I agree to pay, or have paid, these additional fees and charges.

A. **Nonrefundable Fees and Charges.** The following fees are earned when collected and will not be refunded if I prepay this Note before the scheduled maturity date.

Loan Origination. A(n) Loan Origination fee of \$250.00 payable from the loan proceeds.

Flood Certification. A(n) Flood Certification fee of \$60.00 payable from the loan proceeds.

6. **REMEDIAL CHARGES.** In addition to interest or other finance charges, I agree that I will pay these additional fees based on my method and pattern of payment. Additional remedial charges may be described elsewhere in this Note.

A. **Late Charge.** If a payment is more than 10 days late, I will be charged 2.000 percent of the Amount of Payment or \$15.00, whichever is greater. However, this charge will not be greater than \$100.00. I will pay this late charge promptly but only once for each late payment.

B. **Minimum Finance Charge - Commercial/Ag.** A(n) Minimum Finance Charge - Commercial/Ag equal to \$15.00.

7. **PAYMENT.** I agree to pay this Note in installments of accrued interest beginning March 4, 2009, and then on the 4th day of each month thereafter. I agree to pay the entire unpaid Principal and any accrued but unpaid interest on February 4, 2010.

Payments will be rounded to the nearest \$.01. With the final payment I also agree to pay any additional fees or charges owing and the amount of any advances you have made to others on my behalf. Payments scheduled to be paid on the 29th, 30th or 31st day of a month that contains no such day will, instead, be made on the last day of such month.

Each payment I make on this Note will be applied first to interest that is due then to principal that is due, and finally to any charges that I owe other than principal and interest. If you and I agree to a different application of payments, we will describe our agreement on this Note. You may change how payments are applied in your sole discretion without notice to me. The actual amount of my final payment will depend on my payment record.

8. **PREPAYMENT.** I may prepay this Loan in full or in part at any time. Any partial prepayment will not excuse any later scheduled payments until I pay in full.

9. **LOAN PURPOSE.** The purpose of this Loan is short term working capital.

10. **SECURITY.** The Loan is secured by separate security instruments prepared together with this Note as follows:

Document Name	Parties to Document
Assignment Of Life Insurance Policy - 00212794	C. E. White
Leases And Rents Assignment - 1650 2nd Avenue and 704 Park Avenue	C. E. White
Leases And Rents Assignment - 3.799 Acres Patrick Street Plaza	KBW, Inc.
Leases And Rents Assignment - 339 MacCorkle Avenue	Clendenin Place Realty, LLC
Assignment Of Deposit/Share Account - Account Number 6252-5886	White Dodge, Inc.
Security Agreement - Clendenin Place Realty, LLC	Clendenin Place Realty, LLC
Deed Of Trust - 3.799 Acres Patrick Street Plaza	KBW, Inc.
Deed Of Trust - 1650 2nd Avenue and 704 Park Avenue	C. E. White
Deed Of Trust-Leasehold - 339 MacCorkle Avenue, SW	Clendenin Place Realty, LLC

11. **DEFAULT.** I will be in default if any of the following occur:

A. **Payments.** I fail to make a payment in full when due.

B. **Insolvency or Bankruptcy.** The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against me or any co-signer, endorser, surety or guarantor of this Note or any other obligations I have with you.

C. **Death or Incompetency.** I die or am declared legally incompetent.

D. **Failure to Perform.** I fail to perform any condition or to keep any promise or covenant of this Note.

E. **Other Documents.** A default occurs under the terms of any other Loan Document.

F. **Other Agreements.** I am in default on any other debt or agreement I have with you.

G. **Misrepresentation.** I make any verbal or written statement or provide any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

H. **Judgment.** I fail to satisfy or appeal any judgment against me.

I. **Forfeiture.** The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

J. **Name Change.** I change my name or assume an additional name without notifying you before making such a change.

K. **Property Transfer.** I transfer all or a substantial part of my money or property.

L. **Property Value.** You determine in good faith that the value of the Property has declined or is impaired.

M. **Insecurity.** You determine in good faith that a material adverse change has occurred in my financial condition from the conditions set forth in my most recent financial statement before the date of this Note or that the prospect for payment or performance of the Loan is impaired for any reason.

12. **DUE ON SALE OR ENCUMBRANCE.** You may, at your option, declare the entire balance of this Note to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part

of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. However, if I am in default under this Agreement, I may not sell the inventory portion of the Property even in the ordinary course of business.

13. WAIVERS AND CONSENT. To the extent not prohibited by law, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor.

A. Additional Waivers By Borrower. In addition, I, and any party to this Note and Loan, to the extent permitted by law, consent to certain actions you may take, and generally waive defenses that may be available based on these actions or based on the status of a party to this Note.

(1) You may renew or extend payments on this Note, regardless of the number of such renewals or extensions.

(2) You may release any Borrower, endorser, guarantor, surety, accommodation maker or any other co-signer.

(3) You may release, substitute or impair any Property securing this Note.

(4) You, or any institution participating in this Note, may invoke your right of set-off.

(5) You may enter into any sales, repurchases or participations of this Note to any person in any amounts and I waive notice of such sales, repurchases or participations.

(6) I agree that any of us signing this Note as a Borrower is authorized to modify the terms of this Note or any instrument securing, guarantying or relating to this Note.

(7) I agree that you may inform any party who guarantees this Loan of any Loan accommodations, renewals, extensions, modifications, substitutions or future advances.

B. No Waiver By Lender. Your course of dealing, or your forbearance from, or delay in, the exercise of any of your rights, remedies, privileges or right to insist upon my strict performance of any provisions contained in this Note, or any other Loan Document, shall not be construed as a waiver by you, unless any such waiver is in writing and is signed by you.

14. REMEDIES. After I default, you may at your option do any one or more of the following.

A. Acceleration. You may make all or any part of the amount owing by the terms of this Note immediately due.

B. Sources. You may use any and all remedies you have under state or federal law or in any Loan Document.

C. Insurance Benefits. You may make a claim for any and all insurance benefits or refunds that may be available on my default.

D. Payments Made On My Behalf. Amounts advanced on my behalf will be immediately due and may be added to the balance owing under the terms of this Note, and accrue interest at the highest post-maturity interest rate.

E. Termination. You may terminate my right to obtain advances and may refuse to make any further extensions of credit.

F. Attachment. You may attach or garnish my wages or earnings.

G. Set-Off. You may use the right of set-off. This means you may set-off any amount due and payable under the terms of this Note against any right I have to receive money from you.

My right to receive money from you includes any deposit or share account balance I have with you; any money owed to me on an item presented to you or in your possession for collection or exchange; and any repurchase agreement or other non-deposit obligation. "Any amount due and payable under the terms of this Note" means the total amount to which you are entitled to demand payment under the terms of this Note at the time you set-off.

Subject to any other written contract, if my right to receive money from you is also owned by someone who has not agreed to pay this Note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement.

Your right of set-off does not apply to an account or other obligation where my rights arise only in a representative capacity. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set-off against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

H. Waiver. Except as otherwise required by law, by choosing any one or more of these remedies you do not give up your right to use any other remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

15. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after Default, to the extent permitted by law, I agree to pay all expenses of collection, enforcement or protection of your rights and remedies under this Note or any other Loan Document. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Note. All fees and expenses will be secured by the Property I have granted to you, if any. In addition, to the extent permitted by the United States Bankruptcy Code, I agree to pay the reasonable attorneys' fees incurred by you to protect your rights and interests in connection with any bankruptcy proceedings initiated by or against me.

16. COMMISSIONS. I understand and agree that you (or your affiliate) will earn commissions or fees on any insurance products, and may earn such fees on other services that I buy through you or your affiliate.

17. WARRANTIES AND REPRESENTATIONS. I have the right and authority to enter into this Note. The execution and delivery of this Note will not violate any agreement governing me or to which I am a party.

18. INSURANCE. I agree to obtain the insurance described in this Loan Agreement.

A. Property Insurance. I will insure or retain insurance coverage on the Property and abide by the insurance requirements of any security instrument securing the Loan.

B. Flood Insurance. Flood insurance is not required at this time. It may be required in the future should the property be included in an updated flood plain map. If required in the future, I may obtain flood insurance from anyone I want that is reasonably acceptable to you.

C. Insurance Warranties. I agree to purchase any insurance coverages that are required, in the amounts you require, as described in this or any other documents I sign for the Loan. I will provide you with continuing proof of coverage. I will buy or provide insurance from a firm licensed to do business in the State where the Property is located. If I buy or provide the insurance from someone other than you, the firm will be reasonably acceptable to you. I will have the insurance company name you as loss payee on any insurance policy. You will apply the insurance proceeds toward what I owe you on the outstanding balance. I agree that if the insurance proceeds do not cover the amounts I still owe you, I will pay the difference. I will keep the insurance until all debts secured by this agreement are paid. If I want to buy the insurance from you, I have signed a separate statement agreeing to this purchase.

19. APPLICABLE LAW. This Note is governed by the laws of West Virginia, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.

20. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. My obligation to pay the Loan is independent of the obligation of any other person who has also agreed to pay it. You may sue me alone, or anyone else who is obligated on the Loan, or any number of us together, to collect the Loan. Extending the Loan or new obligations under the Loan, will not effect my duty under the Loan and I will still be obligated to pay the Loan. This Note shall inure to the benefit of and be enforceable by you

and your successors and assigns and shall be binding upon and enforceable against me and my personal representatives, successors, heirs and assigns.

21. AMENDMENT, INTEGRATION AND SEVERABILITY. This Note may not be amended or modified by oral agreement. No amendment or modification of this Note is effective unless made in writing and executed by you and me. This Note and the other Loan Documents are the complete and final expression of the agreement. If any provision of this Note is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable. No present or future agreement securing any other debt I owe you will secure the payment of this Loan if, as a result, this Loan would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007.

22. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Note.

23. NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Borrower will be deemed to be notice to all Borrowers. I will inform you in writing of any change in my name, address or other application information. I will provide you any financial statement or information you request. All financial statements and information I give you will be correct and complete. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Loan and to confirm your lien status on any Property. Time is of the essence.

24. CREDIT INFORMATION. I agree to supply you with whatever information you reasonably request. You will make requests for this information without undue frequency, and will give me reasonable time in which to supply the information.

25. ERRORS AND OMISSIONS. I agree, if requested by you, to fully cooperate in the correction, if necessary, in the reasonable discretion of you of any and all loan closing documents so that all documents accurately describe the loan between you and me. I agree to assume all costs including by way of illustration and not limitation, actual expenses, legal fees and marketing losses for failing to reasonably comply with your requests within thirty (30) days.

26. SIGNATURES. By signing under seal, I agree to the terms contained in this Note. I also acknowledge receipt of a copy of this Note.

BORROWER:

C. E. White (Seal)
Individually

LENDER:

United Bank, Inc.

By Julia R Gurtis (Seal)
Julia R Gurtis, Market President

LOAN NUMBER: 0301895-9032

ACCT. NUMBER: 0301895

AMENDMENT TO PROMISSORY NOTE

THIS AMENDMENT TO PROMISSORY NOTE ("Amendment") is dated as of the 4th day of February, 2010, by and between UNITED BANK, INC. ("Lender") and C.E. WHITE, a resident of West Virginia ("Borrower").

WHEREAS, Borrower executed and delivered to Lender that certain Promissory Note (Commercial – Draw), dated February 4, 2009, made payable to Lender in the principal amount of \$500,000.00, bearing loan number 0301895-9032 (the "Note"); and

WHEREAS, repayment of the Loan is secured by certain collateral as discussed in the Note and other loan documents; and

WHEREAS, Borrower has requested and Lender has agreed to modify the maturity date of the Note as set forth in this Amendment;

NOW, THEREFORE WITNESSETH, that for and in consideration of the mutual covenants hereinafter contained, the parties hereto covenant and agree that the Note is amended and modified as follows:

1. The maturity date of the Note is hereby modified and extended to and including May 31, 2010.
2. In all other respects, the terms and conditions of the Note and all other documents executed in connection therewith shall remain in full force and effect and shall be binding upon the parties. All capitalized terms used in this Amendment without being defined shall have the meanings ascribed to them in the Note.
3. This Amendment is a modification only and not a novation.
4. This Amendment shall be construed in accordance with and governed by the laws of the State of West Virginia. The provisions of this Amendment shall be binding upon and inure to the benefit of each of the parties and their respective heirs, successors and assigns. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

EXHIBIT

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WITNESS the following signatures.

BORROWER:

C. E. White
C. E. WHITE

LENDER:

UNITED BANK, INC.

By: [Signature]
Name: [Signature]
Title: [Signature]

Consented to, acknowledged and agreed:

GUARANTORS:

KBW, INC.

By: C. E. White
Name: [Signature]
Title: Pres.

WHITE DODGE, INC.

By: C. E. White
Name: [Signature]
Title: Pres.

CLENDENIN PLACE REALTY, LLC

By: C. E. White
Name: [Signature]
Title: Pres.

BORROWER:

By: C.E.W.
Name: C. E. White
Title: Individually

LENDER:

UNITED BANK, INC.

By: _____
Name: Julie R. Gurtis
Title: Regional President

SECOND AMENDMENT TO PROMISSORY NOTE
(ACCT. NO. 0301895-9032)

THIS SECOND AMENDMENT TO PROMISSORY NOTE ("Amendment") is effective as of May 31, 2010, and is made and given by C.E. WHITE, an individual residing in the State of West Virginia ("Borrower"), to UNITED BANK, INC., a West Virginia state chartered bank ("Lender").

WITNESSETH:

WHEREAS, on February 9, 2009, Borrower executed and delivered that certain Promissory Note made payable to Lender in the principal sum of Five Hundred Thousand and 00/100 Dollars (\$500,000.00), which note was amended by that certain Amendment to Promissory Note, dated May 31, 2010 (subject to the modifications set forth below, the "Note"); and

WHEREAS, repayment of the Note is (i) guaranteed by KBW, Inc., ("KBW") Clendenin Place Realty, LLC ("Clendenin Place") and White Dodge, Inc. ("White Dodge") (collectively, the "Guarantors") and (ii) secured by (1) a lien on KBW's real property located in Charleston, West Virginia, pursuant to that certain Deed of Trust, dated February 4, 2009, executed by KBW (the "KBW Deed of Trust"), (2) a lien on Borrower's real property located in Charleston, West Virginia, pursuant to that certain Deed of Trust, dated February 4, 2009, executed by Borrower (the "Borrower's Deed of Trust"), (3) a Leasehold Deed of Trust, dated February 4, 2009, executed by Clendenin Place (the "Leasehold Deed of Trust"), (4) an Assignment of Leases and Rents, dated February 4, 2009, executed by KBW (the "KBW Assignment of Leases and Rents"), (5) and Assignment of Leases and Rents, dated February 4, 2009, executed by Borrower (Borrower's Assignment of Leases and Rents"), (5) an Assignment of Leases and Rents, dated February 4, 2009, executed by Clendenin Place (the "Clendenin Place Assignment of Leases and Rents"), (6) an assignment of White Dodge's deposit account number (06252-5886) (the "Assignment of Deposit/Share Account") and an assignment of Borrower's life insurance policies with Westfield Life Insurance Company (the "Assignment of Life Insurance Policy"). The foregoing shall be referred to collectively as the "Collateral"; and

WHEREAS, as set forth in that certain Master Agreement, dated November 10, 2011, by and among United, Borrower and others, Borrower has requested that Lender extend the maturity date of the Note, modify the payments and modify the rate of interest provided in the Note; and

WHEREAS, Lender is agreeable to Borrower's requests, subject to the terms and conditions as set forth herein.

NOW, THEREFORE, for \$10.00, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. Effective as of November 10, 2011, Section 1.B. of the Note shall be amended and modified to and shall provide as follows:

B. Note. Note refers to this document, as amended by that certain Amendment to Promissory Note, dated May 31, 2010, that certain Amendment to Promissory Note, dated November 10, 2011, and any additional extensions, renewals, modification and substitutions of this Note.

2. Effective as of November 10, 2011, Section 4 of the Note shall be amended and modified to and shall provide as follows:

4. Interest. Interest will accrue on the unpaid Principal balance of this Note as and at the rate described in the Variable Rate subsection.

A. Post-Maturity Interest. After maturity or acceleration, interest will accrue on the unpaid Principal balance of this Note at the Interest Rate in effect from time to time, until paid in full.

B. Maximum Interest Amount. Any amount assessed or collected as interest under the terms of this Note will be limited to the maximum lawful amount of interest allowed by state or federal law, whichever is greater. Amounts collected in excess of the maximum lawful amount will be applied first to the unpaid Principal balance. Any remainder will be refunded to me.

C. Statutory Authority. The amount assessed or collected on this Note is authorized by the West Virginia usury laws under W. Va. Code §§ 47A-1-1, 47-6-1, et seq., 31A-4-27 to 31A-4-30a and 31C-7-2.

D. Accrual. Interest accrues using an Actual/360 days counting method.

E. Variable Rate. The Interest Rate may change during the term of this transaction.

(1) Index. Beginning with the first Change Date, the Interest Rate will be based on the following index: the prime rate of interest as published in the Money Rates column of The Wall Street Journal.

The Current Index is the most recent index figure available on each Change Date. You do not guaranty by selecting this Index, or the margin, that the Interest Rate on this Note will be the same rate you charge on any other loans or class of loans you make to me or other borrowers. If this Index is no longer available, you will substitute a similar index. You will give me notice of your choice.

(2) Change Date. Each date on which the Interest Rate may change is called a Change Date. The Interest Rate may change daily.

(3) Calculation Of Change. On each Change Date you will calculate the Interest Rate, which will be the Current Index. The result of this calculation will be rounded to the nearest .01 percent. Subject to any limitations, this will be the Interest Rate until the next Change Date. The new Interest Rate will become effective on each Change Date. The Interest Rate and other charges on this Note will never exceed the highest rate or charge allowed by law for this Note.

(4) Effect Of Variable Rate. A change in the Interest Rate will have the following effect on the payments: The amount of scheduled payments and the amount of the final payment will change.

(5) Limitations. The Interest Rate changes are subject to the following limitations:

(a) Lifetime. The Interest Rate will never be less than 4.000 percent.

3. Effective as of November 10, 2011, Section 7 of the Note shall be amended and modified to and shall provide as follows:

7. PAYMENT. I agree to pay this note in 36 payments. This note is amortized as if I will be making 300 payments. I will make 35 payments of \$2,639.89 beginning on December 10, 2011, and continuing on the same day of each month thereafter. A single "balloon payment" of the entire unpaid balance of Principal and interest will be due December 9, 2014. The amount of my monthly payment may change to reflect changes in the Interest Rate as described in the Variable Rate subsection of this Note. Payments will be rounded to the nearest \$.01. With the final payment I also agree to pay any additional fees or charges owing and the amount of any advances you have made to others on my behalf. Each payment I make on this Note will be applied first to interest that is due then to principal that is due, and finally to any charges that I owe other than principal and interest. You may change how payments are applied in your sole discretion without notice to me. The actual amount of my final payment will depend on my payment record.

4. This Amendment is a modification only and not a novation. Except as herein modified, all other terms of the Note shall remain in full force and effect and the

Collateral and other Loan Documents (as such term is defined in the Master Agreement) executed and/or delivered in connection with the Note and the loan evidenced by the Note shall remain in full force and effect and, along with the Note, shall be binding upon the respective parties thereto.

5. The Note is and will remain secured by valid and perfected liens on and security interests in and to the Collateral unless and until the Note, the guarantees and the documents granting and perfecting United's liens and security interests have been terminated in writing by Lender.

WITNESS the following signatures and seals effective as of the date first written above.

LENDER:

UNITED BANK, INC.

By: 

Name: Julie R. Gurtis

Title: Market President

BORROWER:


C. E. WHITE

GUARANTORS:

KBW, INC.

By: 

Name: C.E. White

Title: President

WHITE DODGE, INC.

By: C E White Pres.
Name: C.E. White
Title: President

CLENDENIN PLACE REALTY, LLC

By: C E White member
Name: C.E. White
Title: Member

COMMERCIAL PROMISSORY NOTE

United Bank, Inc. - Charleston Office
500 Virginia St E
Charleston, West Virginia 25301
(304)348-8400

LOAN NUMBER	NOTE DATE	PRINCIPAL AMOUNT	MATURITY DATE
13026960-91440	March 27, 2013	\$60,000.00	March 27, 2014
LOAN PURPOSE: Working capital associated with a change in location for Shasta Aviation Corporation			

BORROWER INFORMATION

Blair White
Po Box 3885
Charleston, WV 25338-3885

Glenn Runyan
14480 Hopewell Rd
Alpharetta, GA 30004-1599

C. E. White
Po Box 18490
S Charleston, WV 25303-8490

NOTE. This Commercial Promissory Note will be referred to in this document as the "Note."

LENDER. "Lender" means United Bank, Inc. - Charleston Office whose address is 500 Virginia St E, Charleston, West Virginia 25301, its successors and assigns.

BORROWER. "Borrower" means each person or legal entity who signs this Note

PROMISE TO PAY. For value received, receipt of which is hereby acknowledged, on or before the Maturity Date, the Borrower promises to pay the principal amount of Sixty Thousand and 00/100 Dollars (\$60,000.00) and all interest outstanding principal balance and any other charges, including service charges, to the order of Lender at its office at the address noted above or at such other place as Lender may designate in writing. The Borrower will make all payments in lawful money of the United States of America.

PAYMENT SCHEDULE. This Note will be paid according to the following schedule: 11 consecutive payments of interest only varying between \$250.00 and \$258.33 beginning on April 27, 2013 and continuing on the same day of each month thereafter. One final balloon payment shall be due on the Maturity Date in an amount equal to the then unpaid principal and accrued and unpaid interest. All payments received by the Lender from the Borrower for application to this Note may be applied to the Borrower's obligations under this Note in such order as determined by the Lender.

INTEREST RATE AND SCHEDULED PAYMENT CHANGES. The interest rate on this Note will be fixed at 5.000% per annum. The interest will begin to accrue on the date of this Note.

Nothing contained herein shall be construed as to require the Borrower to pay interest at a greater rate than the maximum allowed by law. If, however, from any circumstances, Borrower pays interest at a greater rate than the maximum allowed by law, the obligation to be fulfilled will be reduced to an amount computed at the highest rate of interest permissible under applicable law and if, for any reason whatsoever, Lender ever receives interest in an amount which would be deemed unlawful under applicable law, such interest shall be automatically applied to amounts owed, in Lender's sole discretion, or as otherwise allowed by applicable law. Interest on this Note is calculated on an Actual/360 day basis. This calculation method results in a higher effective interest rate than the numeric interest rate stated in this Note.

LATE PAYMENT CHARGE. If any required payment is more than 10 days late, then at Lender's option, Lender will assess a late payment charge of 2.000% of the amount past due, subject to a maximum charge of \$100.00 and a minimum charge of \$15.00.

PREPAYMENT PENALTY. This Note may be prepaid, in full or in part, at any time, without penalty.

SECURITY TO NOTE. Security (the "Collateral") for this Note is granted pursuant to the following security document(s):

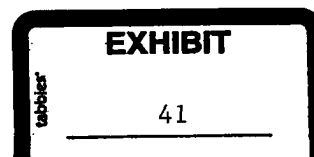
- Security Instrument (Mortgage/Deed of Trust/Security Deed) in the amount of \$60,000.00, dated March 27, 2013 evidencing a lien on the property located at 224 Kanawha Boulevard, Charleston WV 25303.

GUARANTY. In support of this transaction, a Guaranty dated March 27, 2013 has been executed by KBW, Inc.

RIGHT OF SET-OFF. To the extent permitted by law, Borrower agrees that Lender has the right to set-off any amount due and payable under this Note, whether matured or unmatured, against any amount owing by Borrower to Lender including any or all of Borrower's accounts with Lender. This shall include all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. Such right of set-off may be exercised by Lender against Borrower or against any assignee for the benefit of creditors, receiver, or execution, judgment or attachment creditor of Borrower, or against anyone else claiming through or against Borrower or such assignee for the benefit of creditors, receiver, or execution, judgment or attachment creditor, notwithstanding the fact that such right of set-off has not been exercised by Lender prior to the making, filing or issuance or service upon Lender of, or of notice of, assignment for the benefit of creditors, appointment or application for the appointment of a receiver, or issuance of execution, subpoena or order or warrant. Lender will not be liable for the dishonor of any check when the dishonor occurs because Lender set-off a debt against Borrower's account. Borrower agrees to hold Lender harmless from any claim arising as a result of Lender exercising Lender's right to set-off.

RELATED DOCUMENTS. The words "Related Documents" mean all promissory notes, security agreements, mortgages, deeds of trust, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments and any other documents or agreements executed in connection with this Note whether now or hereafter existing. The Related Documents are hereby made a part of this Note by reference thereto, with the same force and effect as if fully set forth herein.

DEFAULT. Upon the occurrence of any one of the following events (each, an "Event of Default" or "default" or "event of default"), Lender's obligations, if any, to make any advances will, at Lender's option, immediately terminate and Lender, at its option, may declare all indebtedness



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of Borrower to Lender under this Note immediately due and payable without further notice of any kind notwithstanding anything to the contrary in this Note or any other agreement: (a) Borrower's failure to make any payment on time or in the amount due; (b) any default by Borrower under the terms of this Note or any other Related Documents executed in connection with this Note; (c) any default by Borrower under the terms of any Related Documents in favor of Lender; (d) the death, dissolution, or termination of existence of Borrower or any guarantor; (e) Borrower is not paying Borrower's debts as such debts become due; (f) the commencement of any proceeding under bankruptcy or insolvency laws by or against Borrower or any guarantor or the appointment of a receiver; (g) any default under the terms of any other indebtedness of Borrower to any other creditor; (h) any writ of attachment, garnishment, execution, tax lien or similar instrument is issued against any collateral securing the loan, if any, or any of Borrower's property or any judgment is entered against Borrower or any guarantor; (i) any part of Borrower's business is sold to or merged with any other business, individual, or entity; (j) any representation or warranty made by Borrower to Lender in any of the Related Documents or any financial statement delivered to Lender proves to have been false in any material respect as of the time when made or given; (k) if any guarantor, or any other party to any Related Documents in favor of Lender entered into or delivered in connection with this Note terminates, attempts to terminate or defaults under any such Related Documents; (l) Lender has deemed itself insecure or there has been a material adverse change of condition of the financial prospects of Borrower or any collateral securing the obligations owing to Lender by Borrower. Upon the occurrence of an event of default, Lender may pursue any remedy available under any Related Document, at law or in equity.

GENERAL WAIVERS. To the extent permitted by law, the Borrower severally waives any required notice of presentment, demand, acceleration, intent to accelerate, protest and any other notice and defense due to extensions of time or other indulgence by Lender or to any substitution or release of collateral. No failure or delay on the part of Lender, and no course of dealing between Borrower and Lender, shall operate as a waiver of such power or right, nor shall any single or partial exercise of any power or right preclude other or further exercise thereof or the exercise of any other power or right.

JOINT AND SEVERAL LIABILITY. If permitted by law, each Borrower executing this Note is jointly and severally bound

SEVERABILITY. If a court of competent jurisdiction determines any term or provision of this Note is invalid or prohibited by applicable law, that term or provision will be ineffective to the extent required. Any term or provision that has been determined to be invalid or prohibited will be severed from the rest of this Note without invalidating the remainder of either the affected provision or this Note.

SURVIVAL. The rights and privileges of the Lender hereunder shall inure to the benefits of its successors and assigns, and this Note shall be binding on all heirs, executors, administrators, assigns and successors of Borrower

ASSIGNABILITY. Lender may assign, pledge or otherwise transfer this Note or any of its rights and powers under this Note without notice, with all or any of the obligations owing to Lender by Borrower, and in such event the assignee shall have the same rights as if originally named herein in place of Lender. Borrower may not assign this Note or any benefit accruing to it hereunder without the express written consent of the Lender

ORAL AGREEMENTS DISCLAIMER. This Note represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties

GOVERNING LAW. This Note is governed by the laws of the state of West Virginia except to the extent that federal law controls

HEADING AND GENDER. The headings preceding text in this Note are for general convenience in identifying subject matter, but have no limiting impact on the text which follows any particular heading. All words used in this Note shall be construed to be of such gender or number as the circumstances require

ATTORNEYS' FEES AND OTHER COSTS. If legal proceedings are instituted to enforce the terms of this Note, Borrower agrees to pay all costs of the Lender in connection therewith, including reasonable attorneys' fees, to the extent permitted by law

ADDITIONAL PROVISIONS. A. Interest After Default. If you declare a default under the terms of the Loan, including for failure to pay in full at maturity, you may increase the Interest Rate payable on the outstanding Principal balance of this Note. In such event, interest will accrue on the outstanding Principal balance at the variable Interest Rate in effect from time to time, plus an additional 5 000 percent, until paid in full

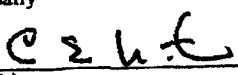
Fees associated with this transaction:

Loan Origination Fee (Commercial only) for 500.00 included in principal

By signing this Note, Borrower acknowledges reading, understanding, and agreeing to all its provisions and receipt hereof.

Blair White _____ Date _____
Individually

Glenn Runyan _____ Date _____
Individually


C. E. White _____ Date _____
Individually

LENDER: United Bank, Inc. - Charleston Office

By: Nathan Testman Date
Its: Commercial Loan Officer

GUARANTY (Specific Debt - Unlimited)

DATE AND PARTIES. The date of this Guaranty is August 27, 2004. The parties and their addresses are:

LENDER:

UNITED BANK, INC.
500 Virginia Street - East
Charleston, West Virginia 25301
Telephone: (304) 348-8400

BORROWER:

BLAIR WHITE
Box 3885
Charleston, West Virginia 25338-3885

GUARANTOR:

C. E. WHITE
Box 3885
Charleston, West Virginia 25338-3885

1. DEFINITIONS. As used in this Guaranty, the terms have the following meanings:

- A. Pronouns.** The pronouns "I", "me" and "my" refer to all persons or entities signing this Guaranty, individually and together with their heirs, successors and assigns. "You" and "your" refer to the Lender, with its participants or syndicators, successors and assigns, or any person or company that acquires an interest in the Debt.
- B. Note.** "Note" refers to the document that evidences the Borrower's indebtedness, and any extensions, renewals, modifications and substitutions of the Note.
- C. Property.** "Property" means any property, real, personal or intangible, that secures performance of the obligations of the Note, Debt, or this Guaranty.

2. SPECIFIC DEBT GUARANTY. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce you, at your option, to make loans or engage in any other transactions with the Borrower from time to time, I absolutely and unconditionally agree to all terms of and guaranty to you the payment and performance of the following described Debt(s) of the Borrower including without limitation, all principal, accrued interest, attorneys' fees and collection costs, when allowed by law, that may become due from the Borrower to you in collecting the Debt and in enforcing this Guaranty and all other agreements with respect to the Borrower.

A promissory note or other agreement, No. 3017845-9003, dated August 27, 2004, from Blair White (Borrower) to you, in the amount of \$190,000.00.

In addition, Debt refers to debts, liabilities, and obligations of the Borrower (including, but not limited to, amounts agreed to be paid under the terms of any notes or agreements securing the payment of any debt, loan, liability or obligation, overdrafts, letters of credit, guaranties, advances for taxes, insurance, repairs and storage, and all extensions, renewals, refinancings and modifications of these debts) whether now existing or created or incurred in the future, due or to become due, or absolute or contingent, including obligations and duties arising from the terms of all documents prepared or submitted for the transaction such as applications, security agreements, disclosures, the Note, and this Guaranty.

You may, without notice, apply this Guaranty to such Debt of the Borrower as you may select from time to time.

3. EXTENSIONS. I consent to all renewals, extensions, modifications and substitutions of the Debt which may be made by you upon such terms and conditions as you may see fit from time to time without further notice to me and without limitation as to the number of renewals, extensions, modifications or substitutions.

4. UNCONDITIONAL LIABILITY. I am unconditionally liable under this Guaranty, regardless of whether or not you pursue any of your remedies against the Borrower, against any other maker, surety, guarantor or endorser of the Debt or against any Property. You may sue me alone, or anyone else who is obligated on this Guaranty, or any number of us together, to collect the Debt. My liability is not conditioned on the signing of this Guaranty by any other person and further is not subject to any condition not expressly set forth in this Guaranty or any instrument executed in connection with the Debt. My obligation to pay according to the terms of this Guaranty shall not be affected by the illegality, invalidity or unenforceability of any notes or agreements evidencing the Debt, the violation of any applicable usury laws, forgery, or any other circumstances which make the indebtedness unenforceable against the Borrower. I will remain obligated to pay on this Guaranty even if any other person who is obligated to pay the Debt, including the Borrower, has such obligation discharged in bankruptcy, foreclosure, or otherwise discharged by law.

5. BANKRUPTCY. If a bankruptcy petition should at any time be filed by or against the Borrower, the maturity of the Debt, so far as my liability is concerned, shall be accelerated and the Debt shall be immediately payable by me. I acknowledge and agree that this Guaranty, and the Debt secured hereby, will remain in full force and effect at all times, notwithstanding any action or undertakings by, or against, you or against any Property, in connection with any obligation in any proceeding in the United States Bankruptcy Courts. Such action or undertaking includes, without limitation, valuation of Property, election of remedies or imposition of secured or unsecured claim status upon claims by you, pursuant to the United States Bankruptcy Code, as amended. In the event that any payment of principal or interest received and paid by any other guarantor, borrower, surety, endorser or co-maker is deemed, by final order of a court of competent jurisdiction, to have been a voidable preference under the bankruptcy or insolvency laws of the United States or otherwise, then my obligation will remain as an obligation to you and will not be considered as having been extinguished.

6. REVOCATION. I agree that this is an absolute and unconditional Guaranty. This Guaranty cannot be revoked and will remain in effect until the Debt is paid in full.

7. PROPERTY. I agree that any Property may be assigned, exchanged, released in whole or in part or substituted without notice to me and without defeating, discharging or diminishing my liability. My obligation is absolute and your failure to perfect any security interest or any act or omission by you which impairs the Property will not relieve me or my liability under this Guaranty. You are under no duty to preserve or protect any Property until you are in actual or constructive possession. For purposes of this paragraph, you will only be in "actual" possession when you have physical, immediate and exclusive control over the Property and have accepted such control in writing. Further, you will only be deemed to be in "constructive" possession when you have both the power and intent to exercise control over the Property.

8. DEFAULT. I will be in default if any of the following occur:

- A. Payments.** I fail to make a payment in full when due.
- B. Insolvency or Bankruptcy.** The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or

- state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against me, Borrower, or any co-signer, endorser, surety or guarantor of this Guaranty or any other obligations Borrower has with you.
- C. **Death or Incompetency.** I die or am declared legally incompetent.
- D. **Failure to Perform.** I fail to perform any condition or to keep any promise or covenant of this Guaranty.
- E. **Other Documents.** A default occurs under the terms of any other transaction document.
- F. **Other Agreements.** I am in default on any other debt or agreement I have with you.
- G. **Misrepresentation.** I make any verbal or written statement or provide any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.
- H. **Judgment.** I fail to satisfy or appeal any judgment against me.
- I. **Forfeiture.** The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.
- J. **Name Change.** I change my name or assume an additional name without notifying you before making such a change.
- K. **Property Transfer.** I transfer all or a substantial part of my money or property.
- L. **Property Value.** The value of the Property declines or is impaired.
- M. **Insecurity.** You reasonably believe that you are insecure.
9. **WAIVERS AND CONSENT.** To the extent not prohibited by law, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor.
- A. **Additional Waivers.** In addition, to the extent permitted by law, I consent to certain actions you may take, and generally waive defenses that may be available based on these actions or based on the status of a party to the Debt or this Guaranty.
- (1) You may renew or extend payments on the Debt, regardless of the number of such renewals or extensions.
 - (2) You may release any Borrower, endorser, guarantor, surety, accommodation maker or any other co-signer.
 - (3) You may release, substitute or impair any Property securing the Debt.
 - (4) You, or any institution participating in the Debt, may invoke your right of set-off.
 - (5) You may enter into any sales, repurchases or participations of the Debt to any person in any amounts and I waive notice of such sales, repurchases or participations.
 - (6) I agree that the Borrower is authorized to modify the terms of the Debt or any instrument securing, guarantying or relating to the Debt.
 - (7) You may undertake a valuation of any Property in connection with any proceedings under the United States Bankruptcy Code concerning the Borrower or me, regardless of any such valuation, or actual amounts received by you arising from the sale of such Property.
 - (8) I agree to consent to any waiver granted the Borrower, and agree that any delay or lack of diligence in the enforcement of the Debt, or any failure to file a claim or otherwise protect any of the Debt, in no way affects or impairs my liability.
 - (9) I agree to waive reliance on any anti-deficiency statutes, through subrogation or otherwise, and such statutes in no way affect or impair my liability. In addition, I waive any right of subrogation, contribution, reimbursement, indemnification, exoneration, and any other right I may have to enforce any remedy which you now have or in the future may have against the Borrower or another guarantor or as to any Property.
- Any Guarantor who is an "insider," as contemplated by the United States Bankruptcy Code, 11 U.S.C. 101, as amended, makes these waivers permanently. (An insider includes, among others, a director, officer, partner, or other person in control of the Borrower, a person or an entity that is a co-partner with the Borrower, an entity in which the Borrower is a general partner, director, officer or other person in control or a close relative of any of these other persons.) Any Guarantor who is not an insider makes these waivers until all Debt is fully repaid.
- B. **No Waiver By Lender.** Your course of dealing, or your forbearance from, or delay in, the exercise of any of your rights, remedies, privileges or right to insist upon my strict performance of any provisions contained in the Debt instruments, shall not be construed as a waiver by you, unless any such waiver is in writing and is signed by you.
- C. **Waiver of Claims.** I waive all claims for loss or damage caused by your acts or omissions where you acted reasonably and in good faith.
10. **REMEDIES.** After the Borrower or I default, and after you give any legally required notice and opportunity to cure the default, you may at your option do any one or more of the following.
- A. **Acceleration.** You may make all or any part of the amount owing by the terms of this Guaranty immediately due.
 - B. **Sources.** You may use any and all remedies you have under state or federal law or in any instrument securing the Debt.
 - C. **Insurance Benefits.** You may make a claim for any and all insurance benefits or refunds that may be available on default.
 - D. **Payments Made on the Borrower's Behalf.** Amounts advanced on the Borrower's behalf will be immediately due and may be added to the balance owing under the Debt.
 - E. **Attachment.** You may attach or garnish my wages or earnings.
 - F. **Set-Off.** You may use the right of set-off. This means you may set-off any amount due and payable under the terms of this Guaranty against any right I have to receive money from you.
- My right to receive money from you includes any deposit or share account balance I have with you; any money owed to me on an item presented to you or in your possession for collection or exchange; and any repurchase agreement or other non-deposit obligation. "Any amount due and payable under the terms of this Guaranty" means the total amount to which you are entitled to demand payment under the terms of this Guaranty at the time you set-off.
- Subject to any other written contract, if my right to receive money from you is also owned by someone who has not agreed to pay the Debt, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement.
- Your right of set-off does not apply to an account or other obligation where my rights arise only in a representative capacity. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.
- You will not be liable for the dishonor of any check when the dishonor occurs because you set-off against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.
- G. **Waiver.** Except as otherwise required by law, by choosing any one or more of these remedies you do not give up your right to use any other remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.
11. **COLLECTION EXPENSES AND ATTORNEYS' FEES.** On or after Default, to the extent permitted by law, I agree to pay all expenses of collection, enforcement or protection of your rights and remedies under this Guaranty or any instrument executed in connection with the creation of any Debt guaranteed by this Guaranty. All fees and expenses will be secured by the Property I have granted you, if any. To the extent permitted by the United States Bankruptcy Code, I agree to pay the reasonable attorneys' fees you incur to collect the Debt guaranteed by this Guaranty as awarded by any court exercising jurisdiction under the Bankruptcy Code.

12. **WARRANTIES AND REPRESENTATIONS.** I have the right and authority to enter into this Guaranty. The execution and delivery of this Guaranty will not violate any agreement governing me or to which I am a party.

In addition, I represent and warrant that this Guaranty was entered into at the request of the Borrower, and that I am satisfied regarding the Borrower's financial condition and existing indebtedness, authority to borrow and the use and intended use of all Debt proceeds. I further represent and warrant that I have not relied on any representations or omissions from you or any information provided by you respecting the Borrower, the Borrower's financial condition and existing indebtedness, the Borrower's authority to borrow or the Borrower's use and intended use of all Debt proceeds.

13. **RELIANCE.** I acknowledge that you are relying on this Guaranty in extending credit to the Borrower, and I have signed this Guaranty to induce you to extend such credit. I represent and warrant to you that I expect to derive substantial benefits from any loans and financial accommodations resulting in the creation of indebtedness guaranteed hereby.

14. **APPLICABLE LAW.** This Guaranty is governed by the laws of West Virginia, the United States of America and to the extent required, by the laws of the jurisdiction where the Property is located.

15. **AMENDMENT, INTEGRATION AND SEVERABILITY.** This Guaranty may not be amended or modified by oral agreement. No amendment or modification of this Guaranty is effective unless made in writing and executed by you and me. This Guaranty is the complete and final expression of the agreement. If any provision of this Guaranty is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

16. **INTERPRETATION.** Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Guaranty.

17. **NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one party will be deemed to be notice to all parties. I will inform you in writing of any change in my name, address or other application information. I will provide you any financial statement or information you request. All financial statements and information I give you will be correct and complete. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Guaranty and to confirm your lien status on any Property. Time is of the essence.

18. **CREDIT INFORMATION.** I agree that from time to time you may obtain credit information about me from others, including other lenders and credit reporting agencies, and report to others (such as a credit reporting agency) your credit experience with me. I agree that you will not be liable for any claim arising from the use of information provided to you by others or for providing such information to others.

19. **SIGNATURES.** By signing under seal, I agree to the terms contained in this Guaranty. I also acknowledge receipt of a copy of this Guaranty.

GUARANTOR

C. E. White

Individually

(Seal)

LENDER:

United Bank, Inc.

By

Julie R Gurtis, Senior Vice President

(Seal)

GUARANTY

(Continuing Debt - Unlimited)

DATE AND PARTIES. The date of this Guaranty is October 31, 2006. The parties and their addresses are:

LENDER:

UNITED BANK, INC.
500 Virginia Street - East
Charleston, West Virginia 25301
Telephone: (304) 348-8400

BORROWER:

BLAIR WHITE
Box 3885
Charleston, West Virginia 25338-3885

GLENN RUNYAN
14480 Hopewell Rd.
Alpharetta, Georgia 30004

C. E. WHITE
Box 3885
Charleston, West Virginia 25338

GUARANTOR:

SHASTA AVIATION, INC.
a Florida Corporation
D/B/A Crescent Helicopters
1620 Southwest 75th Avenue
Pembroke Pines, Florida 33023

1. DEFINITIONS. As used in this Guaranty, the terms have the following meanings:

A. Pronouns. The pronouns "I", "me" and "my" refer to all persons or entities signing this Guaranty, individually and together. "You" and "your" refer to the Lender.

B. Note. "Note" refers to the document that evidences the Borrower's indebtedness, and any extensions, renewals, modifications and substitutions of the Note.

C. Property. "Property" means any property, real, personal or intangible, that secures performance of the obligations of the Note, Debt, or this Guaranty.

2. SPECIFIC AND FUTURE DEBT GUARANTY. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce you, at your option, to make loans or engage in any other transactions with the Borrower from time to time, I absolutely and unconditionally agree to all terms of and guaranty to you the payment and performance of each and every Debt, of every type, purpose and description that the Borrower either individually, among all or a portion of themselves, or with others, may now or at any time in the future owe you, including, but not limited to the following described Debt(s) including without limitation, all principal, accrued interest, attorneys' fees and collection costs, when allowed by law, that may become due from the Borrower to you in collecting and enforcing the Debt and all other agreements with respect to the Borrower.

A promissory note or other agreement number 3026960-9001 dated October 31, 2006 from Blair White, Glenn Runyon and C.E. White in the amount of Two Million Five Hundred Thousand and 0/100 (\$2,500,000.00) Said Guaranty is further secured by all of the following which Debtor owns now or in the future, together with all parts, accessories, repairs, replacements, improvements, and accessions, wherever located; **ALL OUTSTANDING STOCK** in Shasta Aviation Corporation and Air Support Resources, LLC whether certificated or uncertificated and whether now owned or owned in the future. **ALL INVENTORY** held for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in Debtor's business. **ALL EQUIPMENT** including, but not limited to, machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and record keeping equipment, parts, and tools. The property includes any equipment described in a list or schedule Debtor gives to Secured Party, but such a list is not necessary to create or perfect a valid security interest in all of Debtor's equipment; **ACCOUNTS AND OTHER RIGHTS TO PAYMENT:** All rights to payments, whether or not earned by performance, including but not limited to, payment for property or services sold, leased, rented, licensed, or assigned. This includes any rights and interest (including all liens) which Debtor may have by law or agreement against any account debtor or obligor of Debtor.

In addition, Debt refers to debts, liabilities, and obligations of the Borrower (including, but not limited to, amounts agreed to be paid under the terms of any notes or agreements securing the payment of any debt, loan, liability or obligation, overdrafts, letters of credit, guaranties, advances for taxes, insurance, repairs and storage, and all extensions, renewals, refinancings and modifications of these debts) whether now existing or created or incurred in the future, due or to become due, or absolute or contingent, including obligations and duties arising from the terms of all documents prepared or submitted for the transaction such as applications, security agreements, disclosures, and the Note.

You may, without notice, apply this Guaranty to such Debt of the Borrower as you may select from time to time.

3. EXTENSIONS. I consent to all renewals, extensions, modifications and substitutions of the Debt which may be made by you upon such terms and conditions as you may see fit from time to time without further notice to me and without limitation as to the number of renewals, extensions, modifications or substitutions.

United States Bankruptcy Courts. Such action or undertaking includes, without limitation, valuation of Property, election of remedies or imposition of secured or unsecured claim status upon claims by you, pursuant to the United States Bankruptcy Code, as amended. In the event that any payment of principal or interest received and paid by any other guarantor, borrower, surety, endorser or co-maker is deemed, by final order of a court of competent jurisdiction, to have been a voidable preference under the bankruptcy or insolvency laws of the United States or otherwise, then my obligation will remain as an obligation to you and will not be considered as having been extinguished.

6. REVOCATION. I agree that this is an absolute and unconditional Guaranty. I agree that this Guaranty will remain binding on me, whether or not there are any Debts outstanding, until you have actually received written notice of my revocation or written notice of my death or incompetence. Notice of revocation or notice of my death or incompetence will not affect my obligations under this Guaranty with respect to any Debts incurred by or for which you have made a commitment to Borrower before you actually receive such notice, and all renewals, extensions, refinancings, and modifications of such Debts. I agree that if any other person signing this Guaranty provides a notice of revocation to you, I will still be obligated under this Guaranty until I provide such a notice of revocation to you. If any other person signing this Guaranty dies or is declared incompetent, such fact will not affect my obligations under this Guaranty.

7. SECURITY. This Guaranty is secured by Property described in separate security instruments or agreements executed in your favor.

8. PROPERTY. I agree that any Property may be assigned, exchanged, released in whole or in part or substituted without notice to me and without defeating, discharging or diminishing my liability. My obligation is absolute and your failure to perfect any security interest or any act or omission by you which impairs the Property will not relieve me or my liability under this Guaranty. You are under no duty to preserve or protect any Property until you are in actual or constructive possession. For purposes of this paragraph, you will only be in "actual" possession when you have physical, immediate and exclusive control over the Property and have accepted such control in writing. Further, you will only be deemed to be in "constructive" possession when you have both the power and intent to exercise control over the Property.

9. DEFAULT. I will be in default if any of the following occur:

A. **Payments.** I fail to make a payment in full when due.

B. **Insolvency or Bankruptcy.** The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against me, Borrower, or any co-signer, endorser, surety or guarantor of this Guaranty or any Debt.

C. **Business Termination.** I merge, dissolve, reorganize, end my business or existence, or a partner or majority owner dies or is declared legally incompetent.

D. **Failure to Perform.** I fail to perform any condition or to keep any promise or covenant of this Guaranty.

E. **Other Documents.** A default occurs under the terms of any other document relating to the Debt.

F. **Other Agreements.** I am in default on any other debt or agreement I have with you.

G. **Misrepresentation.** I make any verbal or written statement or provide any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

H. **Judgment.** I fail to satisfy or appeal any judgment against me.

I. **Forfeiture.** The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

J. **Name Change.** I change my name or assume an additional name without notifying you before making such a change.

K. **Property Transfer.** I transfer all or a substantial part of my money or property.

L. **Property Value.** You determine in good faith that the value of the Property has declined or is impaired.

M. **Material Change.** Without first notifying you, there is a material change in my business, including ownership, management, and financial conditions.

N. **Insecurity.** You determine in good faith that a material adverse change has occurred in my financial condition from the conditions set forth in my most recent financial statement before the date of this Guaranty or that the prospect for payment or performance of the Debt is impaired for any reason.

10. WAIVERS AND CONSENT. To the extent not prohibited by law, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor.

A. **Additional Waivers.** In addition, to the extent permitted by law, I consent to certain actions you may take, and generally waive defenses that may be available based on these actions or based on the status of a party to the Debt or this Guaranty.

(1) You may renew or extend payments on the Debt, regardless of the number of such renewals or extensions.

(2) You may release any Borrower, endorser, guarantor, surety, accommodation maker or any other co-signer.

(3) You may release, substitute or impair any Property.

(4) You, or any institution participating in the Debt, may invoke your right of set-off.

(5) You may enter into any sales, repurchases or participations of the Debt to any person in any amounts and I waive notice of such sales, repurchases or participations.

(6) I agree that the Borrower is authorized to modify the terms of the Debt or any instrument securing, guarantying or relating to the Debt.

(7) You may undertake a valuation of any Property in connection with any proceedings under the United States Bankruptcy Code concerning the Borrower or me, regardless of any such valuation, or actual amounts received by you arising from the sale of such Property.

(8) I agree to consent to any waiver granted the Borrower, and agree that any delay or lack of diligence in the enforcement of the Debt, or any failure to file a claim or otherwise protect any of the Debt, in no way affects or impairs my liability.

C. Waiver of Claims. I waive all claims for loss or damage caused by your acts or omissions where you acted reasonably and in good faith.

11. REMEDIES. After the Borrower or I default, and after you give any legally required notice and opportunity to cure the default, you may at your option do any one or more of the following.

A. Acceleration. You may make all or any part of the amount owing by the terms of this Guaranty immediately due.

B. Sources. You may use any and all remedies you have under state or federal law or in any documents relating to the Debt.

C. Insurance Benefits. You may make a claim for any and all insurance benefits or refunds that may be available on default.

D. Payments Made on the Borrower's Behalf. Amounts advanced on the Borrower's behalf will be immediately due and may be added to the balance owing under the Debt.

E. Set-Off. You may use the right of set-off. This means you may set-off any amount due and payable under the terms of this Guaranty against any right I have to receive money from you.

My right to receive money from you includes any deposit or share account balance I have with you; any money owed to me on an item presented to you or in your possession for collection or exchange; and any repurchase agreement or other non-deposit obligation. "Any amount due and payable under the terms of this Guaranty" means the total amount to which you are entitled to demand payment under the terms of this Guaranty at the time you set-off.

Subject to any other written contract, if my right to receive money from you is also owned by someone who has not agreed to pay the Debt, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement.

Your right of set-off does not apply to an account or other obligation where my rights arise only in a representative capacity. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set-off against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

F. Waiver. Except as otherwise required by law, by choosing any one or more of these remedies you do not give up your right to use any other remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

12. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after Default, to the extent permitted by law, I agree to pay all expenses of collection, enforcement or protection of your rights and remedies under this Guaranty or any other document relating to the Debt. To the extent permitted by law, expenses include, but are not limited to, reasonable attorneys' fees, court costs and other legal expenses. All fees and expenses will be secured by the Property I have granted to you, if any. In addition, to the extent permitted by the United States Bankruptcy Code, I agree to pay the reasonable attorneys' fees incurred by you to protect your rights and interests in connection with any bankruptcy proceedings initiated by or against me.

13. WARRANTIES AND REPRESENTATIONS. I make to you the following warranties and representations which will continue as long as this Guaranty is in effect:

A. Power. I am duly organized, and validly existing and in good standing in all jurisdictions in which I operate. I have the power and authority to enter into this transaction and to carry on my business or activity as it is now being conducted and, as applicable, am qualified to do so in each jurisdiction in which I operate.

B. Authority. The execution, delivery and performance of this Guaranty and the obligation evidenced by this Guaranty are within my powers, have been duly authorized, have received all necessary governmental approval, will not violate any provision of law, or order of court or governmental agency, and will not violate any agreement to which I am a party or to which I am or any of my Property is subject.

C. Name and Place of Business. Other than previously disclosed in writing to you I have not changed my name or principal place of business within the last 10 years and have not used any other trade or fictitious name. Without your prior written consent, I do not and will not use any other name and will preserve my existing name, trade names and franchises.

In addition, I represent and warrant that this Guaranty was entered into at the request of the Borrower, and that I am satisfied regarding the Borrower's financial condition and existing indebtedness, authority to borrow and the use and intended use of all Debt proceeds. I further represent and warrant that I have not relied on any representations or omissions from you or any information provided by you respecting the Borrower, the Borrower's financial condition and existing indebtedness, the Borrower's authority to borrow or the Borrower's use and intended use of all Debt proceeds.

14. RELIANCE. I acknowledge that you are relying on this Guaranty in extending credit to the Borrower, and I have signed this Guaranty to induce you to extend such credit. I represent and warrant to you that I expect to derive substantial benefits from any loans and financial accommodations resulting in the creation of indebtedness guaranteed hereby, and that this Guaranty is given for a business purpose. I agree to rely exclusively on the right to revoke this Guaranty prospectively as to future transactions in the manner as previously described in this Guaranty if at any time, in my opinion or the opinion of the directors or officers of my business, the benefits then being received by me in connection with this Guaranty are not sufficient to warrant the continuance of this Guaranty. You may rely conclusively on a continuing warranty that I continue to be benefited by this Guaranty and you will have no duty to inquire into or confirm the receipt of any such benefits, and this Guaranty will be effective and enforceable by you without regard to the receipt, nature or value of any such benefits.

15. APPLICABLE LAW. This Guaranty is governed by the laws of West Virginia, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.

16. AMENDMENT, INTEGRATION AND SEVERABILITY. This Guaranty may not be amended or modified by oral agreement. No amendment or modification of this Guaranty is effective unless made in writing and executed by you and me. This Guaranty is the complete and final expression of the agreement. If any provision of this Guaranty is unenforceable, then the

provisions will be severed and the remaining provisions will still be enforceable.

to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Guaranty and to confirm your lien status on any Property. Time is of the essence.

20. CREDIT INFORMATION. I agree that from time to time you may obtain credit information about me from others, including other lenders and credit reporting agencies, and report to others (such as a credit reporting agency) your credit experience with me. I agree that you will not be liable for any claim arising from the use of information provided to you by others or for providing such information to others.

21. SIGNATURES. By signing under seal, I agree to the terms contained in this Guaranty. I also acknowledge receipt of a copy of this Guaranty.

GUARANTOR:

Shasta Aviation, Inc.

By  (Seal)

Blair White, President

By  (Seal)

Glenn Runyan, Vice President

LENDER:

United Bank, Inc.

By _____ (Seal)

Julie R Gurtis, Senior Vice President

GUARANTY

(Continuing Debt - Unlimited)

DATE AND PARTIES. The date of this Guaranty is October 31, 2006. The parties and their addresses are:

LENDER:

UNITED BANK, INC.
500 Virginia Street - East
Charleston, West Virginia 25301
Telephone: (304) 348-8400

BORROWER:

BLAIR WHITE
Box 3885
Charleston, West Virginia 25338-3885

GLENN RUNYAN
14480 Hopewell Rd.
Alpharetta, Georgia 30004

C. E. WHITE
Box 3885
Charleston, West Virginia 25338

GUARANTOR:

AIR SUPPORT RESOURCES, LLC
a Florida Limited Liability Company
1620 Southwest 75th Ave
Pembroke Pines, Florida 33023

1. DEFINITIONS. As used in this Guaranty, the terms have the following meanings:

A. Pronouns. The pronouns "I", "me" and "my" refer to all persons or entities signing this Guaranty, individually and together. "You" and "your" refer to the Lender.

B. Note. "Note" refers to the document that evidences the Borrower's indebtedness, and any extensions, renewals, modifications and substitutions of the Note.

C. Property. "Property" means any property, real, personal or intangible, that secures performance of the obligations of the Note, Debt, or this Guaranty.

2. SPECIFIC AND FUTURE DEBT GUARANTY. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce you, at your option, to make loans or engage in any other transactions with the Borrower from time to time, I absolutely and unconditionally agree to all terms of and guaranty to you the payment and performance of each and every Debt, of every type, purpose and description that the Borrower either individually, among all or a portion of themselves, or with others, may now or at any time in the future owe you, including, but not limited to the following described Debt(s) including without limitation, all principal, accrued interest, attorneys' fees and collection costs, when allowed by law, that may become due from the Borrower to you in collecting and enforcing the Debt and all other agreements with respect to the Borrower.

A promissory note or other agreement, No. 3026960-9001, dated October 31, 2006, from Blair White, Glenn Runyan and C.E. White (Borrower) to you in the amount of Two Million Five Hundred Thousand Dollars and 0/100 (\$2,500,000.00) Said Guaranty is further secured by all of the following which Debtor owns now or in the future, together with all parts, accessories, repairs, replacements, improvements and accessions, wherever located; ALL OUTSTANDING STOCK in Shasta Aviation Corporation and Air Support Resources, LLC whether certificated or uncertificated and whether now owned or owned in the future. ALL INVENTORY held for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in Debtor's business. ALL EQUIPMENT including, but not limited to, machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and record keeping equipment, parts, and tools. The property includes any equipment described in a list or schedule Debtor gives to Secured Party, but such a list is not necessary to create or perfect a valid security interest in all of Debtor's equipment; ACCOUNTS AND OTHER RIGHTS TO PAYMENT: All rights to payments, whether or not earned by performance, including but not limited to, payment for property or services sold, leased, rented, licensed, or assigned. This includes any rights and interest (including all liens) which Debtor may have by law or agreement against any account debtor or obligor of Debtor. In addition, Debt refers to debts, liabilities, and obligations of the Borrower (including, but not limited to, amounts agreed to be paid under the terms of any notes or agreements securing the payment of any debt, loan, liability or obligation, overdrafts, letters of credit, guaranties, advances for taxes, insurance, repairs and storage, and all extensions, renewals refinancings and modifications of these debts) whether now existing or created or incurred in the future, due or to become due, or absolute or contingent, including obligations and duties arising from the terms of all documents prepared or submitted for the transaction such as applications security agreements, disclosures and the Note.

In addition, Debt refers to debts, liabilities, and obligations of the Borrower (including, but not limited to, amounts agreed to be paid under the terms of any notes or agreements securing the payment of any debt, loan, liability or obligation, overdrafts, letters of credit, guaranties, advances for taxes, insurance, repairs and storage, and all extensions, renewals, refinancings and modifications of these debts) whether now existing or created or incurred in the future, due or to become due, or absolute or contingent, including obligations and duties arising from the terms of all documents prepared or submitted for the transaction such as applications, security agreements, disclosures, and the Note.

who is obligated to pay the Debt, including the Borrower, has such obligation discharged in bankruptcy, foreclosure, or otherwise discharged by law.

5. BANKRUPTCY. If a bankruptcy petition should at any time be filed by or against the Borrower, the maturity of the Debt, so far as my liability is concerned, shall be accelerated and the Debt shall be immediately payable by me. I acknowledge and agree that this Guaranty, and the Debt secured hereby, will remain in full force and effect at all times, notwithstanding any action or undertakings by, or against, you or against any Property, in connection with any obligation in any proceeding in the United States Bankruptcy Courts. Such action or undertaking includes, without limitation, valuation of Property, election of remedies or imposition of secured or unsecured claim status upon claims by you, pursuant to the United States Bankruptcy Code, as amended. In the event that any payment of principal or interest received and paid by any other guarantor, borrower, surety, endorser or co-maker is deemed, by final order of a court of competent jurisdiction, to have been a voidable preference under the bankruptcy or insolvency laws of the United States or otherwise, then my obligation will remain as an obligation to you and will not be considered as having been extinguished.

6. REVOCATION. I agree that this is an absolute and unconditional Guaranty. I agree that this Guaranty will remain binding on me, whether or not there are any Debts outstanding, until you have actually received written notice of my revocation or written notice of my death or incompetence. Notice of revocation or notice of my death or incompetence will not affect my obligations under this Guaranty with respect to any Debts incurred by or for which you have made a commitment to Borrower before you actually receive such notice, and all renewals, extensions, refinancings, and modifications of such Debts. I agree that if any other person signing this Guaranty provides a notice of revocation to you, I will still be obligated under this Guaranty until I provide such a notice of revocation to you. If any other person signing this Guaranty dies or is declared incompetent, such fact will not affect my obligations under this Guaranty.

7. SECURITY. This Guaranty is secured by Property described in separate security instruments or agreements executed in your favor.

8. PROPERTY. I agree that any Property may be assigned, exchanged, released in whole or in part or substituted without notice to me and without defeating, discharging or diminishing my liability. My obligation is absolute and your failure to perfect any security interest or any act or omission by you which impairs the Property will not relieve me or my liability under this Guaranty. You are under no duty to preserve or protect any Property until you are in actual or constructive possession. For purposes of this paragraph, you will only be in "actual" possession when you have physical, immediate and exclusive control over the Property and have accepted such control in writing. Further, you will only be deemed to be in "constructive" possession when you have both the power and intent to exercise control over the Property.

9. DEFAULT. I will be in default if any of the following occur:

A. Payments. I fail to make a payment in full when due.

B. Insolvency or Bankruptcy. The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against me, Borrower, or any co-signer, endorser, surety or guarantor of this Guaranty or any Debt.

C. Business Termination. I merge, dissolve, reorganize, end my business or existence, or a partner or majority owner dies or is declared legally incompetent.

D. Failure to Perform. I fail to perform any condition or to keep any promise or covenant of this Guaranty.

E. Other Documents. A default occurs under the terms of any other document relating to the Debt.

F. Other Agreements. I am in default on any other debt or agreement I have with you.

G. Misrepresentation. I make any verbal or written statement or provide any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

H. Judgment. I fail to satisfy or appeal any judgment against me.

I. Forfeiture. The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

J. Name Change. I change my name or assume an additional name without notifying you before making such a change.

K. Property Transfer. I transfer all or a substantial part of my money or property.

L. Property Value. You determine in good faith that the value of the Property has declined or is impaired.

M. Material Change. Without first notifying you, there is a material change in my business, including ownership, management, and financial conditions.

N. Insecurity. You determine in good faith that a material adverse change has occurred in my financial condition from the conditions set forth in my most recent financial statement before the date of this Guaranty or that the prospect for payment or performance of the Debt is impaired for any reason.

10. WAIVERS AND CONSENT. To the extent not prohibited by law, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor.

A. Additional Waivers. In addition, to the extent permitted by law, I consent to certain actions you may take, and generally waive defenses that may be available based on these actions or based on the status of a party to the Debt or this Guaranty.

(1) You may renew or extend payments on the Debt, regardless of the number of such renewals or extensions.

(2) You may release any Borrower, endorser, guarantor, surety, accommodation maker or any other co-signer.

(3) You may release, substitute or impair any Property.

(4) You, or any institution participating in the Debt, may invoke your right of set-off.

(5) You may enter into any sales, repurchases or participations of the Debt to any person in any amounts and I waive notice of such sales, repurchases or participations.

(6) I agree that the Borrower is authorized to modify the terms of the Debt or any instrument securing, guarantying or relating to the Debt.

person in control of the Borrower, a person or an entity that is a co-partner with the Borrower, an entity in which the Borrower is a general partner, director, officer or other person in control or a close relative of any of these other persons.) Any Guarantor who is not an insider makes these waivers until all Debt is fully repaid.

B. No Waiver By Lender. Your course of dealing, or your forbearance from, or delay in, the exercise of any of your rights, remedies, privileges or right to insist upon my strict performance of any provisions contained in the Debt instruments, shall not be construed as a waiver by you, unless any such waiver is in writing and is signed by you.

C. Waiver of Claims. I waive all claims for loss or damage caused by your acts or omissions where you acted reasonably and in good faith.

11. REMEDIES. After the Borrower or I default, and after you give any legally required notice and opportunity to cure the default, you may at your option do any one or more of the following.

A. Acceleration. You may make all or any part of the amount owing by the terms of this Guaranty immediately due.

B. Sources. You may use any and all remedies you have under state or federal law or in any documents relating to the Debt.

C. Insurance Benefits. You may make a claim for any and all insurance benefits or refunds that may be available on default.

D. Payments Made on the Borrower's Behalf. Amounts advanced on the Borrower's behalf will be immediately due and may be added to the balance owing under the Debt.

E. Set-Off. You may use the right of set-off. This means you may set-off any amount due and payable under the terms of this Guaranty against any right I have to receive money from you.

My right to receive money from you includes any deposit or share account balance I have with you; any money owed to me on an item presented to you or in your possession for collection or exchange; and any repurchase agreement or other non-deposit obligation. "Any amount due and payable under the terms of this Guaranty" means the total amount to which you are entitled to demand payment under the terms of this Guaranty at the time you set-off.

Subject to any other written contract, if my right to receive money from you is also owned by someone who has not agreed to pay the Debt, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement.

Your right of set-off does not apply to an account or other obligation where my rights arise only in a representative capacity. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set-off against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

F. Waiver. Except as otherwise required by law, by choosing any one or more of these remedies you do not give up your right to use any other remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

12. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after Default, to the extent permitted by law, I agree to pay all expenses of collection, enforcement or protection of your rights and remedies under this Guaranty or any other document relating to the Debt. To the extent permitted by law, expenses include, but are not limited to, reasonable attorneys' fees, court costs and other legal expenses. All fees and expenses will be secured by the Property I have granted to you, if any. In addition, to the extent permitted by the United States Bankruptcy Code, I agree to pay the reasonable attorneys' fees incurred by you to protect your rights and interests in connection with any bankruptcy proceedings initiated by or against me.

13. WARRANTIES AND REPRESENTATIONS. I make to you the following warranties and representations which will continue as long as this Guaranty is in effect:

A. Power. I am duly organized, and validly existing and in good standing in all jurisdictions in which I operate. I have the power and authority to enter into this transaction and to carry on my business or activity as it is now being conducted and, as applicable, am qualified to do so in each jurisdiction in which I operate.

B. Authority. The execution, delivery and performance of this Guaranty and the obligation evidenced by this Guaranty are within my powers, have been duly authorized, have received all necessary governmental approval, will not violate any provision of law, or order of court or governmental agency, and will not violate any agreement to which I am a party or to which I am or any of my Property is subject.

C. Name and Place of Business. Other than previously disclosed in writing to you I have not changed my name or principal place of business within the last 10 years and have not used any other trade or fictitious name. Without your prior written consent, I do not and will not use any other name and will preserve my existing name, trade names and franchises.

In addition, I represent and warrant that this Guaranty was entered into at the request of the Borrower, and that I am satisfied regarding the Borrower's financial condition and existing indebtedness, authority to borrow and the use and intended use of all Debt proceeds. I further represent and warrant that I have not relied on any representations or omissions from you or any information provided by you respecting the Borrower, the Borrower's financial condition and existing indebtedness, the Borrower's authority to borrow or the Borrower's use and intended use of all Debt proceeds.

14. RELIANCE. I acknowledge that you are relying on this Guaranty in extending credit to the Borrower, and I have signed this Guaranty to induce you to extend such credit. I represent and warrant to you that I expect to derive substantial benefits from any loans and financial accommodations resulting in the creation of indebtedness guaranteed hereby, and that this Guaranty is given for a business purpose. I agree to rely exclusively on the right to revoke this Guaranty prospectively as to future transactions in the manner as previously described in this Guaranty if at any time, in my opinion or the opinion of the directors or officers of my business, the benefits then being received by me in connection with this Guaranty are not sufficient to warrant the continuance of this Guaranty. You may rely conclusively on a continuing warranty that I continue to be benefited by this Guaranty and you will have no duty to inquire into or confirm the receipt of any such benefits, and this Guaranty will be effective and enforceable by you without regard to the receipt, nature or value of any such benefits.

15. APPLICABLE LAW. This Guaranty is governed by the laws of West Virginia, the United States of America, and to the

18. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Guaranty.

19. NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Guarantor will be deemed to be notice to all Guarantors. I will inform you in writing of any change in my name, address or other application information. I will provide you any financial statement or information you request. All financial statements and information I give you will be correct and complete. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Guaranty and to confirm your lien status on any Property. Time is of the essence.

20. CREDIT INFORMATION. I agree that from time to time you may obtain credit information about me from others, including other lenders and credit reporting agencies, and report to others (such as a credit reporting agency) your credit experience with me. I agree that you will not be liable for any claim arising from the use of information provided to you by others or for providing such information to others.

21. SIGNATURES. By signing under seal, I agree to the terms contained in this Guaranty. I also acknowledge receipt of a copy of this Guaranty.

GUARANTOR:

Air Support Resources, LLC

By [Signature] (Seal)

Blair White Managing Member

By [Signature] (Seal)

Glenn Runyon, Managing Member

LENDER:

United Bank, Inc.

By _____ (Seal)

Julie R Gurtis, Senior Vice President

GUARANTY

(Continuing Debt - Unlimited)

DATE AND PARTIES. The date of this Guaranty is November 6, 2006. The parties and their addresses are:

LENDER:

UNITED BANK, INC.
500 Virginia Street - East
Charleston, West Virginia 25301
Telephone: (304) 348-8400

BORROWER:

BLAIR WHITE
PO Box 18490
South Charleston, West Virginia 25303-8490

GLENN RUNYAN
14480 Hopewell Rd.
Alpharetta, Georgia 30004

C. E. WHITE
PO Box 18490
South Charleston, West Virginia 25303-8490

GUARANTOR:

CYDNEY REALTY, INC.
a West Virginia Corporation
PO Box 18490
South Charleston, West Virginia 25303

1. DEFINITIONS. As used in this Guaranty, the terms have the following meanings:

A. **Pronouns.** The pronouns "I", "me" and "my" refer to all persons or entities signing this Guaranty, individually and together. "You" and "your" refer to the Lender.

B. **Note.** "Note" refers to the document that evidences the Borrower's indebtedness, and any extensions, renewals, modifications and substitutions of the Note.

C. **Property.** "Property" means any property, real, personal or intangible, that secures performance of the obligations of the Note, Debt, or this Guaranty.

2. SPECIFIC AND FUTURE DEBT GUARANTY. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce you, at your option, to make loans or engage in any other transactions with the Borrower from time to time, I absolutely and unconditionally agree to all terms of and guaranty to you the payment and performance of each and every Debt, of every type, purpose and description that the Borrower either individually, among all or a portion of themselves, or with others, may now or at any time in the future owe you, including, but not limited to the following described Debt(s) including without limitation, all principal, accrued interest, attorneys' fees and collection costs, when allowed by law, that may become due from the Borrower to you in collecting and enforcing the Debt and all other agreements with respect to the Borrower.

A promissory note or other agreement, No. 3026960-9001, dated October 31, 2006, from Blair White, Glenn Runyan and C. E. White (Borrower) to you, in the amount of \$2,500,001.00.

In addition, Debt refers to debts, liabilities, and obligations of the Borrower (including, but not limited to, amounts agreed to be paid under the terms of any notes or agreements securing the payment of any debt, loan, liability or obligation, overdrafts, letters of credit, guaranties, advances for taxes, insurance, repairs and storage, and all extensions, renewals, refinancings and modifications of these debts) whether now existing or created or incurred in the future, due or to become due, or absolute or contingent, including obligations and duties arising from the terms of all documents prepared or submitted for the transaction such as applications, security agreements, disclosures, and the Note.

You may, without notice, apply this Guaranty to such Debt of the Borrower as you may select from time to time.

3. EXTENSIONS. I consent to all renewals, extensions, modifications and substitutions of the Debt which may be made by you upon such terms and conditions as you may see fit from time to time without further notice to me and without limitation as to the number of renewals, extensions, modifications or substitutions.

4. UNCONDITIONAL LIABILITY. I am unconditionally liable under this Guaranty, regardless of whether or not you pursue any of your remedies against the Borrower, against any other maker, surety, guarantor or endorser of the Debt or against any Property. You may sue me alone, or anyone else who is obligated on this Guaranty, or any number of us together, to collect the Debt. My liability is not conditioned on the signing of this Guaranty by any other person and further is not subject to any condition not expressly set forth in this Guaranty or any instrument executed in connection with the Debt. My obligation to pay according to the terms of this Guaranty shall not be affected by the illegality, invalidity or unenforceability of any notes or agreements evidencing the Debt, the violation of any applicable usury laws, forgery, or any other circumstances which make the indebtedness unenforceable against the Borrower. I will remain obligated to pay on this Guaranty even if any other person who is obligated to pay the Debt, including the Borrower, has such obligation discharged in bankruptcy, foreclosure, or otherwise discharged by law.

5. BANKRUPTCY. If a bankruptcy petition should at any time be filed by or against the Borrower, the maturity of the Debt, so far as my liability is concerned, shall be accelerated and the Debt shall be immediately payable by me. I acknowledge and agree that this Guaranty, and the Debt secured hereby, will remain in full force and effect at all times, notwithstanding any action or undertakings by, or against, you or against any Property, in connection with any obligation in any proceeding in the United States Bankruptcy Courts. Such action or undertaking includes, without limitation, valuation of Property, election of remedies or imposition of secured or unsecured claim status upon claims by you, pursuant to the United States Bankruptcy Code, as amended. In the event that any payment of principal or interest received and paid by any other guarantor, borrower, surety, endorser or co-maker is deemed, by final order of a court of competent jurisdiction, to have been a voidable preference under the bankruptcy or insolvency laws of the United States or otherwise, then my obligation will remain as an obligation to you and will not be considered as having been extinguished.

6. REVOCATION. I agree that this is an absolute and unconditional Guaranty. I agree that this Guaranty will remain binding on me, whether or not there are any Debts outstanding, until you have actually received written notice of my revocation or written notice of my death or incompetence. Notice of revocation or notice of my death or incompetence will not affect my obligations under this Guaranty with respect to any Debts incurred by or for which you have made a commitment to Borrower before you actually receive such notice, and all renewals, extensions, refinancings, and modifications of such Debts. I agree that if any other person signing this Guaranty provides a notice of revocation to you, I will still be obligated under this Guaranty

Cydney Realty, Inc.
West Virginia Guaranty
WV/4XSlaterT00985400005451109110808Y

*1995 Bankers Systems, Inc., St. Cloud, MN *Express*

Initials

EXHIBIT

until I provide such a notice of revocation to you. If any other person signing this Guaranty dies or is declared incompetent, such fact will not affect my obligations under this Guaranty.

7. **SECURITY.** This Guaranty is secured by Property described in these security instruments or agreements: Deed of Trust located on The Landings, Fairmont, WV.

8. **PROPERTY.** I agree that any Property may be assigned, exchanged, released in whole or in part or substituted without notice to me and without defeating, discharging or diminishing my liability. My obligation is absolute and your failure to perfect any security interest or any act or omission by you which impairs the Property will not relieve me or my liability under this Guaranty. You are under no duty to preserve or protect any Property until you are in actual or constructive possession. For purposes of this paragraph, you will only be in "actual" possession when you have physical, immediate and exclusive control over the Property and have accepted such control in writing. Further, you will only be deemed to be in "constructive" possession when you have both the power and intent to exercise control over the Property.

9. **DEFAULT.** I will be in default if any of the following occur:

A. **Payments.** I fail to make a payment in full when due.

B. **Insolvency or Bankruptcy.** The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against me, Borrower, or any co-signer, endorser, surety or guarantor of this Guaranty or any Debt.

C. **Business Termination.** I merge, dissolve, reorganize, end my business or existence, or a partner or majority owner dies or is declared legally incompetent.

D. **Failure to Perform.** I fail to perform any condition or to keep any promise or covenant of this Guaranty.

E. **Other Documents.** A default occurs under the terms of any other document relating to the Debt.

F. **Other Agreements.** I am in default on any other debt or agreement I have with you.

G. **Misrepresentation.** I make any verbal or written statement or provide any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

H. **Judgment.** I fail to satisfy or appeal any judgment against me.

I. **Forfeiture.** The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

J. **Name Change.** I change my name or assume an additional name without notifying you before making such a change.

K. **Property Transfer.** I transfer all or a substantial part of my money or property.

L. **Property Value.** You determine in good faith that the value of the Property has declined or is impaired.

M. **Material Change.** Without first notifying you, there is a material change in my business, including ownership, management, and financial conditions.

N. **Insecurity.** You determine in good faith that a material adverse change has occurred in my financial condition from the conditions set forth in my most recent financial statement before the date of this Guaranty or that the prospect for payment or performance of the Debt is impaired for any reason.

10. **WAIVERS AND CONSENT.** To the extent not prohibited by law, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor.

A. **Additional Waivers.** In addition, to the extent permitted by law, I consent to certain actions you may take, and generally waive defenses that may be available based on these actions or based on the status of a party to the Debt or this Guaranty.

(1) You may renew or extend payments on the Debt, regardless of the number of such renewals or extensions.

(2) You may release any Borrower, endorser, guarantor, surety, accommodation maker or any other co-signer.

(3) You may release, substitute or impair any Property.

(4) You, or any institution participating in the Debt, may invoke your right of set-off.

(5) You may enter into any sales, repurchases or participations of the Debt to any person in any amounts and I waive notice of such sales, repurchases or participations.

(6) I agree that the Borrower is authorized to modify the terms of the Debt or any instrument securing, guarantying or relating to the Debt.

(7) You may undertake a valuation of any Property in connection with any proceedings under the United States Bankruptcy Code concerning the Borrower or me, regardless of any such valuation, or actual amounts received by you arising from the sale of such Property.

(8) I agree to consent to any waiver granted the Borrower, and agree that any delay or lack of diligence in the enforcement of the Debt, or any failure to file a claim or otherwise protect any of the Debt, in no way affects or impairs my liability.

(9) I agree to waive reliance on any anti-deficiency statutes, through subrogation or otherwise, and such statutes in no way affect or impair my liability. In addition, until the obligations of the Borrower to Lender have been paid in full, I waive any right of subrogation, contribution, reimbursement, indemnification, exoneration, and any other right I may have to enforce any remedy which you now have or in the future may have against the Borrower or another guarantor or as to any Property.

Any Guarantor who is an "insider," as contemplated by the United States Bankruptcy Code, 11 U.S.C. 101, as amended, makes these waivers permanently. (An insider includes, among others, a director, officer, partner, or other person in control of the Borrower, a person or an entity that is a co-partner with the Borrower, an entity in which the Borrower is a general partner, director, officer or other person in control or a close relative of any of these other persons.) Any Guarantor who is not an insider makes these waivers until all Debt is fully repaid.

B. **No Waiver By Lender.** Your course of dealing, or your forbearance from, or delay in, the exercise of any of your rights, remedies, privileges or right to insist upon my strict performance of any provisions contained in the Debt instruments, shall not be construed as a waiver by you, unless any such waiver is in writing and is signed by you.

C. **Waiver of Claims.** I waive all claims for loss or damage caused by your acts or omissions where you acted reasonably and in good faith.

11. **REMEDIES.** After the Borrower or I default, and after you give any legally required notice and opportunity to cure the default, you may at your option do any one or more of the following.

A. **Acceleration.** You may make all or any part of the amount owing by the terms of this Guaranty immediately due.

B. **Sources.** You may use any and all remedies you have under state or federal law or in any documents relating to the Debt.

C. **Insurance Benefits.** You may make a claim for any and all insurance benefits or refunds that may be available on default.

D. **Payments Made on the Borrower's Behalf.** Amounts advanced on the Borrower's behalf will be immediately due and may be added to the balance owing under the Debt.

E. **Set-Off.** You may use the right of set-off. This means you may set-off any amount due and payable under the terms of this Guaranty against any right I have to receive money from you.

My right to receive money from you includes any deposit or share account balance I have with you; any money owed to me on an item presented to you or in your possession for collection or exchange; and any repurchase agreement or other non-deposit obligation. "Any amount due and payable under the terms of this Guaranty" means the total amount to which you are entitled to demand payment under the terms of this Guaranty at the time you set-off.

Subject to any other written contract, if my right to receive money from you is also owned by someone who has not agreed to pay the Debt, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement.

Your right of set-off does not apply to an account or other obligation where my rights arise only in a representative capacity. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set-off against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

F. Waiver. Except as otherwise required by law, by choosing any one or more of these remedies you do not give up your right to use any other remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

12. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after Default, to the extent permitted by law, I agree to pay all expenses of collection, enforcement or protection of your rights and remedies under this Guaranty or any other document relating to the Debt. To the extent permitted by law, expenses include, but are not limited to, reasonable attorneys' fees, court costs and other legal expenses. All fees and expenses will be secured by the Property I have granted to you, if any. In addition, to the extent permitted by the United States Bankruptcy Code, I agree to pay the reasonable attorneys' fees incurred by you to protect your rights and interests in connection with any bankruptcy proceedings initiated by or against me.

13. WARRANTIES AND REPRESENTATIONS. I make to you the following warranties and representations which will continue as long as this Guaranty is in effect:

A. **Power.** I am duly organized, and validly existing and in good standing in all jurisdictions in which I operate. I have the power and authority to enter into this transaction and to carry on my business or activity as it is now being conducted and, as applicable, am qualified to do so in each jurisdiction in which I operate.

B. **Authority.** The execution, delivery and performance of this Guaranty and the obligation evidenced by this Guaranty are within my powers, have been duly authorized, have received all necessary governmental approval, will not violate any provision of law, or order of court or governmental agency, and will not violate any agreement to which I am a party or to which I am or any of my Property is subject.

C. **Name and Place of Business.** Other than previously disclosed in writing to you I have not changed my name or principal place of business within the last 10 years and have not used any other trade or fictitious name. Without your prior written consent, I do not and will not use any other name and will preserve my existing name, trade names and franchises.

In addition, I represent and warrant that this Guaranty was entered into at the request of the Borrower, and that I am satisfied regarding the Borrower's financial condition and existing indebtedness, authority to borrow and the use and intended use of all Debt proceeds. I further represent and warrant that I have not relied on any representations or omissions from you or any information provided by you respecting the Borrower, the Borrower's financial condition and existing indebtedness, the Borrower's authority to borrow or the Borrower's use and intended use of all Debt proceeds.

14. RELIANCE. I acknowledge that you are relying on this Guaranty in extending credit to the Borrower, and I have signed this Guaranty to induce you to extend such credit. I represent and warrant to you that I expect to derive substantial benefits from any loans and financial accommodations resulting in the creation of indebtedness guaranteed hereby, and that this Guaranty is given for a business purpose. I agree to rely exclusively on the right to revoke this Guaranty prospectively as to future transactions in the manner as previously described in this Guaranty if at any time, in my opinion or the opinion of the directors or officers of my business, the benefits then being received by me in connection with this Guaranty are not sufficient to warrant the continuance of this Guaranty. You may rely conclusively on a continuing warranty that I continue to be benefited by this Guaranty and you will have no duty to inquire into or confirm the receipt of any such benefits, and this Guaranty will be effective and enforceable by you without regard to the receipt, nature or value of any such benefits.

15. APPLICABLE LAW. This Guaranty is governed by the laws of West Virginia, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.

16. AMENDMENT, INTEGRATION AND SEVERABILITY. This Guaranty may not be amended or modified by oral agreement. No amendment or modification of this Guaranty is effective unless made in writing and executed by you and me. This Guaranty is the complete and final expression of the agreement. If any provision of this Guaranty is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

17. ASSIGNMENT. If you assign any of the Debts, you may assign all or any part of this Guaranty without notice to me or my consent, and this Guaranty will inure to the benefit of your assignee to the extent of such assignment. You will continue to have the unimpaired right to enforce this Guaranty as to any of the Debts that are not assigned. This Guaranty shall inure to the benefit of and be enforceable by you and your successors and assigns and any other person to whom you may grant an interest in the Debts and shall be binding upon and enforceable against me and my personal representatives, successors, heirs and assigns.

18. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Guaranty.

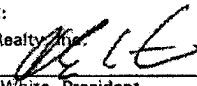
19. NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Guarantor will be deemed to be notice to all Guarantors. I will inform you in writing of any change in my name, address or other application information. I will provide you any financial statement or information you request. All financial statements and information I give you will be correct and complete. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Guaranty and to confirm your lien status on any Property. Time is of the essence.

20. CREDIT INFORMATION. I agree that from time to time you may obtain credit information about me from others, including other lenders and credit reporting agencies, and report to others (such as a credit reporting agency) your credit experience with me. I agree that you will not be liable for any claim arising from the use of information provided to you by others or for providing such information to others.

21. SIGNATURES. By signing under seal, I agree to the terms contained in this Guaranty. I also acknowledge receipt of a copy of this Guaranty.

GUARANTOR:

Cydney Realty, Inc.

By  (Seal)
C.E. White, President

LENDER:

United Bank, Inc.

By _____ (Seal)
Julie R Gurtis, Senior Vice President

GUARANTY
(Continuing Debt - Unlimited)

DATE AND PARTIES. The date of this Guaranty is November 6, 2006. The parties and their addresses are:

LENDER:

UNITED BANK, INC.
500 Virginia Street - East
Charleston, West Virginia 25301
Telephone: (304) 348-8400

BORROWER:

BLAIR WHITE
PO Box 18490
South Charleston, West Virginia 25303-8490

GLENN RUNYAN
14480 Hopewell Rd.
Alpharetta, Georgia 30004

C. E. WHITE
PO Box 18490
South Charleston, West Virginia 25303-8490

GUARANTOR:

KBW, INC.
a West Virginia Corporation
Box 3885
Charleston, West Virginia 25338-3885

1. DEFINITIONS. As used in this Guaranty, the terms have the following meanings:

- A. Pronouns.** The pronouns "I", "me" and "my" refer to all persons or entities signing this Guaranty, individually and together. "You" and "your" refer to the Lender.
- B. Note.** "Note" refers to the document that evidences the Borrower's indebtedness, and any extensions, renewals, modifications and substitutions of the Note.
- C. Property.** "Property" means any property, real, personal or intangible, that secures performance of the obligations of the Note, Debt, or this Guaranty.

2. SPECIFIC AND FUTURE DEBT GUARANTY. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce you, at your option, to make loans or engage in any other transactions with the Borrower from time to time, I absolutely and unconditionally agree to all terms of and guaranty to you the payment and performance of each and every Debt, of every type, purpose and description that the Borrower either individually, among all or a portion of themselves, or with others, may now or at any time in the future owe you, including, but not limited to the following described Debt(s) including without limitation, all principal, accrued interest, attorneys' fees and collection costs, when allowed by law, that may become due from the Borrower to you in collecting and enforcing the Debt and all other agreements with respect to the Borrower.

A promissory note or other agreement, No. 3026960-9001, dated October 31, 2006, from Blair White, Glenn Runyan and C. E. White (Borrower) to you, in the amount of \$2,500,001.00.

In addition, Debt refers to debts, liabilities, and obligations of the Borrower (including, but not limited to, amounts agreed to be paid under the terms of any notes or agreements securing the payment of any debt, loan, liability or obligation, overdrafts, letters of credit, guaranties, advances for taxes, insurance, repairs and storage, and all extensions, renewals, refinancings and modifications of these debts) whether now existing or created or incurred in the future, due or to become due, or absolute or contingent, including obligations and duties arising from the terms of all documents prepared or submitted for the transaction such as applications, security agreements, disclosures, and the Note.

You may, without notice, apply this Guaranty to such Debt of the Borrower as you may select from time to time.

3. EXTENSIONS. I consent to all renewals, extensions, modifications and substitutions of the Debt which may be made by you upon such terms and conditions as you may see fit from time to time without further notice to me and without limitation as to the number of renewals, extensions, modifications or substitutions.

4. UNCONDITIONAL LIABILITY. I am unconditionally liable under this Guaranty, regardless of whether or not you pursue any of your remedies against the Borrower, against any other maker, surety, guarantor or endorser of the Debt or against any Property. You may sue me alone, or anyone else who is obligated on this Guaranty, or any number of us together, to collect the Debt. My liability is not conditioned on the signing of this Guaranty by any other person and further is not subject to any condition not expressly set forth in this Guaranty or any instrument executed in connection with the Debt. My obligation to pay according to the terms of this Guaranty shall not be affected by the illegality, invalidity or unenforceability of any notes or agreements evidencing the Debt, the violation of any applicable usury laws, forgery, or any other circumstances which make the indebtedness unenforceable against the Borrower. I will remain obligated to pay on this Guaranty even if any other person who is obligated to pay the Debt, including the Borrower, has such obligation discharged in bankruptcy, foreclosure, or otherwise discharged by law.

5. BANKRUPTCY. If a bankruptcy petition should at any time be filed by or against the Borrower, the maturity of the Debt, so far as my liability is concerned, shall be accelerated and the Debt shall be immediately payable by me. I acknowledge and

until I provide such a notice of revocation to you. If any other person signing this Guaranty dies or is declared incompetent, such fact will not affect my obligations under this Guaranty.

7. SECURITY. This Guaranty is secured by Property described in these security instruments or agreements: Deed of Trust on 224 Kanawha Boulevard, Charleston, WV.

8. PROPERTY. I agree that any Property may be assigned, exchanged, released in whole or in part or substituted without notice to me and without defeating, discharging or diminishing my liability. My obligation is absolute and your failure to perfect any security interest or any act or omission by you which impairs the Property will not relieve me or my liability under this Guaranty. You are under no duty to preserve or protect any Property until you are in actual or constructive possession. For purposes of this paragraph, you will only be in "actual" possession when you have physical, immediate and exclusive control over the Property and have accepted such control in writing. Further, you will only be deemed to be in "constructive" possession when you have both the power and intent to exercise control over the Property.

9. DEFAULT. I will be in default if any of the following occur:

A. Payments. I fail to make a payment in full when due.

B. Insolvency or Bankruptcy. The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against me, Borrower, or any co-signer, endorser, surety or guarantor of this Guaranty or any Debt.

C. Business Termination. I merge, dissolve, reorganize, end my business or existence, or a partner or majority owner dies or is declared legally incompetent.

D. Failure to Perform. I fail to perform any condition or to keep any promise or covenant of this Guaranty.

E. Other Documents. A default occurs under the terms of any other document relating to the Debt.

F. Other Agreements. I am in default on any other debt or agreement I have with you.

G. Misrepresentation. I make any verbal or written statement or provide any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

H. Judgment. I fail to satisfy or appeal any judgment against me.

I. Forfeiture. The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

J. Name Change. I change my name or assume an additional name without notifying you before making such a change.

K. Property Transfer. I transfer all or a substantial part of my money or property.

L. Property Value. You determine in good faith that the value of the Property has declined or is impaired.

M. Material Change. Without first notifying you, there is a material change in my business, including ownership, management, and financial conditions.

N. Insecurity. You determine in good faith that a material adverse change has occurred in my financial condition from the conditions set forth in my most recent financial statement before the date of this Guaranty or that the prospect for payment or performance of the Debt is impaired for any reason.

10. WAIVERS AND CONSENT. To the extent not prohibited by law, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor.

A. Additional Waivers. In addition, to the extent permitted by law, I consent to certain actions you may take, and generally waive defenses that may be available based on these actions or based on the status of a party to the Debt or this Guaranty.

(1) You may renew or extend payments on the Debt, regardless of the number of such renewals or extensions.

(2) You may release any Borrower, endorser, guarantor, surety, accommodation maker or any other co-signer.

(3) You may release, substitute or impair any Property.

(4) You, or any institution participating in the Debt, may invoke your right of set-off.

(5) You may enter into any sales, repurchases or participations of the Debt to any person in any amounts and I waive notice of such sales, repurchases or participations.

(6) I agree that the Borrower is authorized to modify the terms of the Debt or any instrument securing, guarantying or relating to the Debt.

(7) You may undertake a valuation of any Property in connection with any proceedings under the United States Bankruptcy Code concerning the Borrower or me, regardless of any such valuation, or actual amounts received by you arising from the sale of such Property.

(8) I agree to consent to any waiver granted the Borrower, and agree that any delay or lack of diligence in the enforcement of the Debt, or any failure to file a claim or otherwise protect any of the Debt, in no way affects or impairs my liability.

(9) I agree to waive reliance on any anti-deficiency statutes, through subrogation or otherwise, and such statutes in no way affect or impair my liability. In addition, until the obligations of the Borrower to Lender have been paid in full, I waive any right of subrogation, contribution, reimbursement, indemnification, exoneration, and any other right I may have to enforce any remedy which you now have or in the future may have against the Borrower or another guarantor or as to any Property.

Any Guarantor who is an "insider," as contemplated by the United States Bankruptcy Code, 11 U.S.C. 101, as amended, makes these waivers permanently. (An insider includes, among others, a director, officer, partner, or other person in control of the Borrower, a person or an entity that is a co-partner with the Borrower, an entity in which the Borrower is a general partner, director, officer or other person in control or a close relative of any of these other persons.) Any Guarantor who is not an insider makes these waivers until all Debt is fully repaid.

B. No Waiver By Lender. Your course of dealing, or your forbearance from, or delay in, the exercise of any of your rights, remedies, privileges or right to insist upon my strict performance of any provisions contained in the Debt instruments, shall

My right to receive money from you includes any deposit or share account balance I have with you; any money owed to me on an item presented to you or in your possession for collection or exchange; and any repurchase agreement or other non-deposit obligation. "Any amount due and payable under the terms of this Guaranty" means the total amount to which you are entitled to demand payment under the terms of this Guaranty at the time you set-off.

Subject to any other written contract, if my right to receive money from you is also owned by someone who has not agreed to pay the Debt, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement.

Your right of set-off does not apply to an account or other obligation where my rights arise only in a representative capacity. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set-off against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

F. Waiver. Except as otherwise required by law, by choosing any one or more of these remedies you do not give up your right to use any other remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

12. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after Default, to the extent permitted by law, I agree to pay all expenses of collection, enforcement or protection of your rights and remedies under this Guaranty or any other document relating to the Debt. To the extent permitted by law, expenses include, but are not limited to, reasonable attorneys' fees, court costs and other legal expenses. All fees and expenses will be secured by the Property I have granted to you, if any. In addition, to the extent permitted by the United States Bankruptcy Code, I agree to pay the reasonable attorneys' fees incurred by you to protect your rights and interests in connection with any bankruptcy proceedings initiated by or against me.

13. WARRANTIES AND REPRESENTATIONS. I make to you the following warranties and representations which will continue as long as this Guaranty is in effect:

A. Power. I am duly organized, and validly existing and in good standing in all jurisdictions in which I operate. I have the power and authority to enter into this transaction and to carry on my business or activity as it is now being conducted and, as applicable, am qualified to do so in each jurisdiction in which I operate.

B. Authority. The execution, delivery and performance of this Guaranty and the obligation evidenced by this Guaranty are within my powers, have been duly authorized, have received all necessary governmental approval, will not violate any provision of law, or order of court or governmental agency, and will not violate any agreement to which I am a party or to which I am or any of my Property is subject.

C. Name and Place of Business. Other than previously disclosed in writing to you I have not changed my name or principal place of business within the last 10 years and have not used any other trade or fictitious name. Without your prior written consent, I do not and will not use any other name and will preserve my existing name, trade names and franchises.

In addition, I represent and warrant that this Guaranty was entered into at the request of the Borrower, and that I am satisfied regarding the Borrower's financial condition and existing indebtedness, authority to borrow and the use and intended use of all Debt proceeds. I further represent and warrant that I have not relied on any representations or omissions from you or any information provided by you respecting the Borrower, the Borrower's financial condition and existing indebtedness, the Borrower's authority to borrow or the Borrower's use and intended use of all Debt proceeds.

14. RELIANCE. I acknowledge that you are relying on this Guaranty in extending credit to the Borrower, and I have signed this Guaranty to induce you to extend such credit. I represent and warrant to you that I expect to derive substantial benefits from any loans and financial accommodations resulting in the creation of indebtedness guaranteed hereby, and that this Guaranty is given for a business purpose. I agree to rely exclusively on the right to revoke this Guaranty prospectively as to future transactions in the manner as previously described in this Guaranty. If at any time, in my opinion or the opinion of the directors or officers of my business, the benefits then being received by me in connection with this Guaranty are not sufficient to warrant the continuance of this Guaranty. You may rely conclusively on a continuing warranty that I continue to be benefited by this Guaranty and you will have no duty to inquire into or confirm the receipt of any such benefits, and this Guaranty will be effective and enforceable by you without regard to the receipt, nature or value of any such benefits.

15. APPLICABLE LAW. This Guaranty is governed by the laws of West Virginia, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.

16. AMENDMENT, INTEGRATION AND SEVERABILITY. This Guaranty may not be amended or modified by oral agreement. No amendment or modification of this Guaranty is effective unless made in writing and executed by you and me. This Guaranty is the complete and final expression of the agreement. If any provision of this Guaranty is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

17. ASSIGNMENT. If you assign any of the Debts, you may assign all or any part of this Guaranty without notice to me or my consent, and this Guaranty will inure to the benefit of your assignee to the extent of such assignment. You will continue to have the unimpaired right to enforce this Guaranty as to any of the Debts that are not assigned. This Guaranty shall inure to the benefit of and be enforceable by you and your successors and assigns and any other person to whom you may grant an interest in the Debts and shall be binding upon and enforceable against me and my personal representatives, successors, heirs and assigns.

18. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Guaranty.

19. NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Guarantor will be deemed to be notice to all Guarantors. I will inform you in writing of any change in my name, address or other application information. I will provide you any financial

GUARANTOR:

KBW, Inc.

By  (Seal)

C.E. White, President

LENDER:

United Bank, Inc.

By _____ (Seal)

Julie R Gurtis, Senior Vice President

GUARANTY (Continuing Debt - Unlimited)

DATE AND PARTIES. The date of this Guaranty is September 19, 2008. The parties and their addresses are:

LENDER:

UNITED BANK, INC.
800 Virginia Street - East
Charleston, West Virginia 25301
Telephone: (304) 348-9400

BORROWER:

C. E. WHITE
PO Box 18486
South Charleston, West Virginia 25303

GUARANTOR:

KBW, INC.
a West Virginia Corporation
Box 3885
Charleston, West Virginia 25338-3885

1. DEFINITIONS. As used in this Guaranty, the terms have the following meanings:

- A. **Pronouns.** The pronouns "I", "me" and "my" refer to all persons or entities signing this Guaranty, individually and together. "You" and "your" refer to the Lender.
B. **Note.** "Note" refers to the document that evidences the Borrower's indebtedness, and any extensions, renewals, modifications and substitutions of the Note.
C. **Property.** "Property" means any property, real, personal or intangible, that secures performance of the obligations of the Note, Debt, or this Guaranty.

2. SPECIFIC AND FUTURE DEBT GUARANTY. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce you, at your option, to make loans or engage in any other transactions with the Borrower from time to time, I absolutely and unconditionally agree to all terms of and guaranty to you the payment and performance of each and every Debt, of every type, purpose and description that the Borrower either individually, among all or a portion of themselves, or with others, may now or at any time in the future owe you, including, but not limited to the following described Debt(s) including without limitation, all principal, accrued interest, attorneys' fees and collection costs, when allowed by law, that may become due from the Borrower to you in collecting and enforcing the Debt and all other agreements with respect to the Borrower.

A promissory note or other agreement, No. 0301895-9031, dated September 19, 2008, from C. E. White (Borrower) to you, in the amount of \$500,000.00.

In addition, Debt refers to debts, liabilities, and obligations of the Borrower (including, but not limited to, amounts agreed to be paid under the terms of any notes or agreements securing the payment of any debt, loan, liability or obligation, overdrafts, letters of credit, guarantees, advances for taxes, insurance, repairs and storage, and all extensions, renewals, refinancings and modifications of these debts) whether now existing or created or incurred in the future, due or to become due, or absolute or contingent, including obligations and duties arising from the terms of all documents prepared or submitted for the transaction such as applications, security agreements, disclosures, and the Note.

You may, without notice, apply this Guaranty to such Debt of the Borrower as you may select from time to time.

3. EXTENSIONS. I consent to all renewals, extensions, modifications and substitutions of the Debt which may be made by you upon such terms and conditions as you may see fit from time to time without further notice to me and without limitation as to the number of renewals, extensions, modifications or substitutions.

4. UNCONDITIONAL LIABILITY. I am unconditionally liable under this Guaranty, regardless of whether or not you pursue any of your remedies against the Borrower, against any other maker, surety, guarantor or endorser of the Debt or against any Property. You may sue me alone, or anyone else who is obligated on this Guaranty, or any number of us together, to collect the Debt. My liability is not conditioned on the signing of this Guaranty by any other person and further is not subject to any condition not expressly set forth in this Guaranty or any instrument executed in connection with the Debt. My obligation to pay according to the terms of this Guaranty shall not be affected by the illegality, invalidity or unenforceability of any notes or agreements evidencing the Debt, the violation of any applicable usury laws, forgery, or any other circumstances which make the indebtedness unenforceable against the Borrower. I will remain obligated to pay on this Guaranty even if any other person who is obligated to pay the Debt, including the Borrower, has such obligation discharged in bankruptcy, foreclosure, or otherwise discharged by law.

5. BANKRUPTCY. If a bankruptcy petition should at any time be filed by or against the Borrower, the maturity of the Debt, so far as my liability is concerned, shall be accelerated and the Debt shall be immediately payable by me. I acknowledge and agree that this Guaranty, and the Debt secured hereby, will remain in full force and effect at all times, notwithstanding any action or undertakings by, or against, you or against any Property, in connection with any obligation in any proceeding in the United States Bankruptcy Courts. Such action or undertaking includes, without limitation, valuation of Property, election of remedies or imposition of secured or unsecured claim status upon claims by you, pursuant to the United States Bankruptcy Code, as amended. In the event that any payment of principal or interest received and paid by any other guarantor, borrower, surety, endorser or co-maker is deemed, by final order of a court of competent jurisdiction, to have been a voidable preference under the bankruptcy or insolvency laws of the United States or otherwise, then my obligation will remain as an obligation to you and will not be considered as having been extinguished.

6. REVOCATION. I agree that this is an absolute and unconditional Guaranty. I agree that this Guaranty will remain binding on me, whether or not there are any Debts outstanding, until you have actually received written notice of my revocation or written notice of my death or incompetence. Notice of revocation or notice of my death or incompetence will not affect my obligations under this Guaranty with respect to any Debts incurred by or for which you have made a commitment to Borrower before you actually receive such notice, and all renewals, extensions, refinancings, and modifications of such Debts. I agree that if any other person signing this Guaranty provides a notice of revocation to you, I will still be obligated under this Guaranty until I provide such a notice of revocation to you. If any other person signing this Guaranty dies or is declared incompetent, such fact will not affect my obligations under this Guaranty.

7. PROPERTY. I agree that any Property may be assigned, exchanged, released in whole or in part or substituted without notice to me and without defeating, discharging or diminishing my liability. My obligation is absolute and your failure to perfect any security interest or any act or omission by you which impairs the Property will not relieve me or my liability under this Guaranty. You are under no duty to preserve or protect any Property until you are in actual or constructive possession. For purposes of this paragraph, you will only be in "actual" possession when you have physical, immediate and exclusive control

You will not be liable for the dishonor of any check when the dishonor occurs because you set-off against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

G. Waiver. Except as otherwise required by law, by choosing any one or more of these remedies you do not give up your right to use any other remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

11. **COLLECTION EXPENSES AND ATTORNEYS' FEES.** On or after Default, to the extent permitted by law, I agree to pay all expenses of collection, enforcement or protection of your rights and remedies under this Guaranty or any other document relating to the Debt. To the extent permitted by law, expenses include, but are not limited to, reasonable attorneys' fees, court costs and other legal expenses. All fees and expenses will be secured by the Property I have granted to you, if any. In addition, to the extent permitted by the United States Bankruptcy Code, I agree to pay the reasonable attorneys' fees incurred by you to protect your rights and interests in connection with any bankruptcy proceedings initiated by or against me.

12. **WARRANTIES AND REPRESENTATIONS.** I make to you the following warranties and representations which will continue as long as this Guaranty is in effect:

A. **Power.** I am duly organized, and validly existing and in good standing in all jurisdictions in which I operate. I have the power and authority to enter into this transaction and to carry on my business or activity as it is now being conducted and, as applicable, am qualified to do so in each jurisdiction in which I operate.

B. **Authority.** The execution, delivery and performance of this Guaranty and the obligation evidenced by this Guaranty are within my powers, have been duly authorized, have received all necessary governmental approval, will not violate any provision of law, or order of court or governmental agency, and will not violate any agreement to which I am a party or to which I am or any of my Property is subject.

C. **Name and Place of Business.** Other than previously disclosed in writing to you I have not changed my name or principal place of business within the last 10 years and have not used any other trade or fictitious name. Without your prior written consent, I do not and will not use any other name and will preserve my existing name, trade names and franchises.

In addition, I represent and warrant that this Guaranty was entered into at the request of the Borrower, and that I am satisfied regarding the Borrower's financial condition and existing indebtedness, authority to borrow and the use and intended use of all Debt proceeds. I further represent and warrant that I have not relied on any representations or omissions from you or any information provided by you respecting the Borrower, the Borrower's financial condition and existing indebtedness, the Borrower's authority to borrow or the Borrower's use and intended use of all Debt proceeds.

13. **RELIANCE.** I acknowledge that you are relying on this Guaranty in extending credit to the Borrower, and I have signed this Guaranty to induce you to extend such credit. I represent and warrant to you that I expect to derive substantial benefits from any loans and financial accommodations resulting in the creation of indebtedness guaranteed hereby, and that this Guaranty is given for a business purpose. I agree to rely exclusively on the right to revoke this Guaranty prospectively as to future transactions in the manner as previously described in this Guaranty if at any time, in my opinion or the opinion of the directors or officers of my business, the benefits then being received by me in connection with this Guaranty are not sufficient to warrant the continuance of this Guaranty. You may rely conclusively on a continuing warranty that I continue to be benefited by this Guaranty and you will have no duty to inquire into or confirm the receipt of any such benefits, and this Guaranty will be effective and enforceable by you without regard to the receipt, nature or value of any such benefits.

14. **APPLICABLE LAW.** This Guaranty is governed by the laws of West Virginia, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.

15. **AMENDMENT, INTEGRATION AND SEVERABILITY.** This Guaranty may not be amended or modified by oral agreement. No amendment or modification of this Guaranty is effective unless made in writing and executed by you and me. This Guaranty is the complete and final expression of the agreement. If any provision of this Guaranty is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

16. **ASSIGNMENT.** If you assign any of the Debts, you may assign all or any part of this Guaranty without notice to me or my consent, and this Guaranty will inure to the benefit of your assignee to the extent of such assignment. You will continue to have the unimpaired right to enforce this Guaranty as to any of the Debts that are not assigned. This Guaranty shall inure to the benefit of and be enforceable by you and your successors and assigns and any other person to whom you may grant an interest in the Debts and shall be binding upon and enforceable against me and my personal representatives, successors, heirs and assigns.

17. **INTERPRETATION.** Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Guaranty.

18. **NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Guarantor will be deemed to be notice to all Guarantors. I will inform you in writing of any change in my name, address or other application information. I will provide you any financial statement or information you request. All financial statements and information I give you will be correct and complete. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Guaranty and to confirm your lien status on any Property. Time is of the essence.

19. **CREDIT INFORMATION.** I agree that from time to time you may obtain credit information about me from others, including other lenders and credit reporting agencies, and report to others (such as a credit reporting agency) your credit experience with me. I agree that you will not be liable for any claim arising from the use of information provided to you by others or for providing such information to others.

20. **SIGNATURES.** By signing under seal, I agree to the terms contained in this Guaranty. I also acknowledge receipt of a copy of this Guaranty.

GUARANTOR:

KBW, Inc.

By

C.E. White, President

(Seal)

LENDER:

United Bank, Inc.

By

Julia R. Curtis, Market President

(Seal)

GUARANTY
(Continuing Debt - Unlimited)

EXHIBIT

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DATE AND PARTIES. The date of this Guaranty is February 4, 2009. The parties and their addresses are:

LENDER:

UNITED BANK, INC.
500 Virginia Street - East
Charleston, WV 25301
Telephone: (304) 348-8400

BORROWER:

C. E. WHITE
PO Box 18490
South Charleston, WV 25303

GUARANTOR:

KBW, INC.
a West Virginia Corporation
P.O. Box 3885
Charleston, WV 25338-3885

1. DEFINITIONS. As used in this Guaranty, the terms have the following meanings:

- A. **Pronouns.** The pronouns "I", "me" and "my" refer to all persons or entities signing this Guaranty, individually and together. "You" and "your" refer to the Lender.
- B. **Note.** "Note" refers to the document that evidences the Borrower's indebtedness, and any extensions, renewals, modifications and substitutions of the Note.
- C. **Property.** "Property" means any property, real, personal or intangible, that secures performance of the obligations of the Note, Debt, or this Guaranty.

2. SPECIFIC AND FUTURE DEBT GUARANTY. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce you, at your option, to make loans or engage in any other transactions with the Borrower from time to time, I absolutely and unconditionally agree to all terms of and guaranty to you the payment and performance of each and every Debt, of every type, purpose and description that the Borrower either individually, among all or a portion of themselves, or with others, may now or at any time in the future owe you, including, but not limited to the following described Debt(s) including without limitation, all principal, accrued interest, attorneys' fees and collection costs, when allowed by law, that may become due from the Borrower to you in collecting and enforcing the Debt and all other agreements with respect to the Borrower.

A promissory note or other agreement, No. 0301895-9032, dated February 4, 2009, from C. E. White (Borrower) to you, in the amount of \$500,000.00.

In addition, Debt refers to debts, liabilities, and obligations of the Borrower (including, but not limited to, amounts agreed to be paid under the terms of any notes or agreements securing the payment of any debt, loan, liability or obligation, overdrafts, letters of credit, guaranties, advances for taxes, insurance, repairs and storage, and all extensions, renewals, refinancings and modifications of these debts) whether now existing or created or incurred in the future, due or to become due, or absolute or contingent, including obligations and duties arising from the terms of all documents prepared or submitted for the transaction such as applications, security agreements, disclosures, and the Note.

You may, without notice, apply this Guaranty to such Debt of the Borrower as you may select from time to time.

3. EXTENSIONS. I consent to all renewals, extensions, modifications and substitutions of the Debt which may be made by you upon such terms and conditions as you may see fit from time to time without further notice to me and without limitation as to the number of renewals, extensions, modifications or substitutions.

A. **Future Advances.** I waive notice of and consent to any and all future advances made to the Borrower by you.

4. UNCONDITIONAL LIABILITY. I am unconditionally liable under this Guaranty, regardless of whether or not you pursue any of your remedies against the Borrower, against any other maker, surety, guarantor or endorser of the Debt or against any Property. You may sue me alone, or anyone else who is obligated on this Guaranty, or any number of us together, to collect the Debt. My liability is not conditioned on the signing of this Guaranty by any other person and further is not subject to any condition not expressly set forth in this Guaranty or any instrument executed in connection with the Debt. My obligation to pay according to the terms of this Guaranty shall not be affected by the illegality, invalidity or unenforceability of any notes or agreements evidencing the Debt, the violation of any applicable usury laws, forgery, or any other circumstances which make the indebtedness unenforceable against the Borrower. I will remain obligated to pay on this Guaranty even if any other person who is obligated to pay the Debt, including the Borrower, has such obligation discharged in bankruptcy, foreclosure, or otherwise discharged by law.

5. BANKRUPTCY. If a bankruptcy petition should at any time be filed by or against the Borrower, the maturity of the Debt, so far as my liability is concerned, shall be accelerated and the Debt shall be immediately payable by me. I acknowledge and agree that this Guaranty, and the Debt secured hereby, will remain in full force and effect at all times, notwithstanding any action or undertakings by, or against, you or against any Property, in connection with any obligation in any proceeding in the United States Bankruptcy Courts. Such action or undertaking includes, without limitation, valuation of Property, election of remedies or imposition of secured or unsecured claim status upon claims by you, pursuant to the United States Bankruptcy Code, as amended. In the event that any payment of principal or interest received and paid by any other guarantor, borrower, surety, endorser or co-maker is deemed, by final order of a court of competent jurisdiction, to have been a voidable preference under the bankruptcy or insolvency laws of the United States or otherwise, then my obligation will remain as an obligation to you and will not be considered as having been extinguished.

6. REVOCATION. I agree that this is an absolute and unconditional Guaranty. I agree that this Guaranty will remain binding on me, whether or not there are any Debts outstanding, until you have actually received written notice of my revocation or written notice of my death or incompetence. Notice of revocation or notice of my death or incompetence will not affect my obligations under this Guaranty with respect to any Debts incurred by or for which you have made a commitment to Borrower before you actually receive such notice, and all renewals, extensions, refinancings, and modifications of such Debts. I agree that if any other person signing this Guaranty provides a notice of revocation to you, I will still be obligated under this Guaranty until I provide such a notice of revocation to you. If any other person signing this Guaranty dies or is declared incompetent, such fact will not affect my obligations under this Guaranty.

7. PROPERTY. I agree that any Property may be assigned, exchanged, released in whole or in part or substituted without notice to me and without defeating, discharging or diminishing my liability. My obligation is absolute and your failure to perfect any security interest or any act or omission by you which impairs the Property will not relieve me or my liability under this

Guaranty. You are under no duty to preserve or protect any Property until you are in actual or constructive possession. For purposes of this paragraph, you will only be in "actual" possession when you have physical, immediate and exclusive control over the Property and have accepted such control in writing. Further, you will only be deemed to be in "constructive" possession when you have both the power and intent to exercise control over the Property.

8. DEFAULT. I will be in default if any of the following occur:

A. Payments. I fail to make a payment in full when due.

B. Insolvency or Bankruptcy. The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against me, Borrower, or any co-signer, endorser, surety or guarantor of this Guaranty or any Debt.

C. Business Termination. I merge, dissolve, reorganize, end my business or existence, or a partner or majority owner dies or is declared legally incompetent.

D. Failure to Perform. I fail to perform any condition or to keep any promise or covenant of this Guaranty.

E. Other Documents. A default occurs under the terms of any other document relating to the Debt.

F. Other Agreements. I am in default on any other debt or agreement I have with you.

G. Misrepresentation. I make any verbal or written statement or provide any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

H. Judgment. I fail to satisfy or appeal any judgment against me.

I. Forfeiture. The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

J. Name Change. I change my name or assume an additional name without notifying you before making such a change.

K. Property Transfer. I transfer all or a substantial part of my money or property.

L. Property Value. You determine in good faith that the value of the Property has declined or is impaired.

M. Material Change. Without first notifying you, there is a material change in my business, including ownership, management, and financial conditions.

N. Insecurity. You determine in good faith that a material adverse change has occurred in my financial condition from the conditions set forth in my most recent financial statement before the date of this Guaranty or that the prospect for payment or performance of the Debt is impaired for any reason.

9. WAIVERS AND CONSENT. To the extent not prohibited by law, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor.

A. Additional Waivers. In addition, to the extent permitted by law, I consent to certain actions you may take, and generally waive defenses that may be available based on these actions or based on the status of a party to the Debt or this Guaranty.

(1) You may renew or extend payments on the Debt, regardless of the number of such renewals or extensions.

(2) You may release any Borrower, endorser, guarantor, surety, accommodation maker or any other co-signer.

(3) You may release, substitute or impair any Property.

(4) You, or any institution participating in the Debt, may invoke your right of set-off.

(5) You may enter into any sales, repurchases or participations of the Debt to any person in any amounts and I waive notice of such sales, repurchases or participations.

(6) I agree that the Borrower is authorized to modify the terms of the Debt or any instrument securing, guarantying or relating to the Debt.

(7) You may undertake a valuation of any Property in connection with any proceedings under the United States Bankruptcy Code concerning the Borrower or me, regardless of any such valuation, or actual amounts received by you arising from the sale of such Property.

(8) I agree to consent to any waiver granted the Borrower, and agree that any delay or lack of diligence in the enforcement of the Debt, or any failure to file a claim or otherwise protect any of the Debt, in no way affects or impairs my liability.

(9) I agree to waive reliance on any anti-deficiency statutes, through subrogation or otherwise, and such statutes in no way affect or impair my liability. In addition, until the obligations of the Borrower to Lender have been paid in full, I waive any right of subrogation, contribution, reimbursement, indemnification, exoneration, and any other right I may have to enforce any remedy which you now have or in the future may have against the Borrower or another guarantor or as to any Property.

Any Guarantor who is an "insider," as contemplated by the United States Bankruptcy Code, 11 U.S.C. 101, as amended, makes these waivers permanently. (An insider includes, among others, a director, officer, partner, or other person in control of the Borrower, a person or an entity that is a co-partner with the Borrower, an entity in which the Borrower is a general partner, director, officer or other person in control or a close relative of any of these other persons.) Any Guarantor who is not an insider makes these waivers until all Debt is fully repaid.

B. No Waiver By Lender. Your course of dealing, or your forbearance from, or delay in, the exercise of any of your rights, remedies, privileges or right to insist upon my strict performance of any provisions contained in the Debt instruments, shall not be construed as a waiver by you, unless any such waiver is in writing and is signed by you.

C. Waiver of Claims. I waive all claims for loss or damage caused by your acts or omissions where you acted reasonably and in good faith.

10. REMEDIES. After the Borrower or I default, you may at your option do any one or more of the following.

A. Acceleration. You may make all or any part of the amount owing by the terms of this Guaranty immediately due.

B. Sources. You may use any and all remedies you have under state or federal law or in any documents relating to the Debt.

C. Insurance Benefits. You may make a claim for any and all insurance benefits or refunds that may be available on default.

D. Payments Made on the Borrower's Behalf. Amounts advanced on the Borrower's behalf will be immediately due and may be added to the balance owing under the Debt.

E. Termination. You may terminate my right to obtain advances and may refuse to make any further extensions of credit.

F. Set-Off. You may use the right of set-off. This means you may set-off any amount due and payable under the terms of this Guaranty against any right I have to receive money from you.

My right to receive money from you includes any deposit or share account balance I have with you; any money owed to me on an item presented to you or in your possession for collection or exchange; and any repurchase agreement or other non-deposit obligation. "Any amount due and payable under the terms of this Guaranty" means the total amount to which you are entitled to demand payment under the terms of this Guaranty at the time you set-off.

Subject to any other written contract, if my right to receive money from you is also owned by someone who has not agreed to pay the Debt, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement.

Your right of set-off does not apply to an account or other obligation where my rights arise only in a representative capacity. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set-off against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

G. Waiver. Except as otherwise required by law, by choosing any one or more of these remedies you do not give up your right to use any other remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

11. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after Default, to the extent permitted by law, I agree to pay all expenses of collection, enforcement or protection of your rights and remedies under this Guaranty or any other document relating to the Debt. To the extent permitted by law, expenses include, but are not limited to, reasonable attorneys' fees, court costs and other legal expenses. All fees and expenses will be secured by the Property I have granted to you, if any. In addition, to the extent permitted by the United States Bankruptcy Code, I agree to pay the reasonable attorneys' fees incurred by you to protect your rights and interests in connection with any bankruptcy proceedings initiated by or against me.

12. WARRANTIES AND REPRESENTATIONS. I make to you the following warranties and representations which will continue as long as this Guaranty is in effect:

A. Power. I am duly organized, and validly existing and in good standing in all jurisdictions in which I operate. I have the power and authority to enter into this transaction and to carry on my business or activity as it is now being conducted and, as applicable, am qualified to do so in each jurisdiction in which I operate.

B. Authority. The execution, delivery and performance of this Guaranty and the obligation evidenced by this Guaranty are within my powers, have been duly authorized, have received all necessary governmental approval, will not violate any provision of law, or order of court or governmental agency, and will not violate any agreement to which I am a party or to which I am or any of my Property is subject.

C. Name and Place of Business. Other than previously disclosed in writing to you I have not changed my name or principal place of business within the last 10 years and have not used any other trade or fictitious name. Without your prior written consent, I do not and will not use any other name and will preserve my existing name, trade names and franchises.

In addition, I represent and warrant that this Guaranty was entered into at the request of the Borrower, and that I am satisfied regarding the Borrower's financial condition and existing indebtedness, authority to borrow and the use and intended use of all Debt proceeds. I further represent and warrant that I have not relied on any representations or omissions from you or any information provided by you respecting the Borrower, the Borrower's financial condition and existing indebtedness, the Borrower's authority to borrow or the Borrower's use and intended use of all Debt proceeds.

13. RELIANCE. I acknowledge that you are relying on this Guaranty in extending credit to the Borrower, and I have signed this Guaranty to induce you to extend such credit. I represent and warrant to you that I expect to derive substantial benefits from any loans and financial accommodations resulting in the creation of indebtedness guaranteed hereby, and that this Guaranty is given for a business purpose. I agree to rely exclusively on the right to revoke this Guaranty prospectively as to future transactions in the manner as previously described in this Guaranty if at any time, in my opinion or the opinion of the directors or officers of my business, the benefits then being received by me in connection with this Guaranty are not sufficient to warrant the continuance of this Guaranty. You may rely conclusively on a continuing warranty that I continue to be benefited by this Guaranty and you will have no duty to inquire into or confirm the receipt of any such benefits, and this Guaranty will be effective and enforceable by you without regard to the receipt, nature or value of any such benefits.

14. APPLICABLE LAW. This Guaranty is governed by the laws of West Virginia, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.

15. AMENDMENT, INTEGRATION AND SEVERABILITY. This Guaranty may not be amended or modified by oral agreement. No amendment or modification of this Guaranty is effective unless made in writing and executed by you and me. This Guaranty is the complete and final expression of the agreement. If any provision of this Guaranty is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

16. ASSIGNMENT. If you assign any of the Debts, you may assign all or any part of this Guaranty without notice to me or my consent, and this Guaranty will inure to the benefit of your assignee to the extent of such assignment. You will continue to have the unimpaired right to enforce this Guaranty as to any of the Debts that are not assigned. This Guaranty shall inure to the benefit of and be enforceable by you and your successors and assigns and any other person to whom you may grant an interest in the Debts and shall be binding upon and enforceable against me and my personal representatives, successors, heirs and assigns.

17. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Guaranty.

18. NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Guarantor will be deemed to be notice to all Guarantors. I will inform you in writing of any change in my name, address or other application information. I will provide you any financial statement or information you request. All financial statements and information I give you will be correct and complete. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Guaranty and to confirm your lien status on any Property. Time is of the essence.

19. CREDIT INFORMATION. I agree that from time to time you may obtain credit information about me from others, including other lenders and credit reporting agencies, and report to others (such as a credit reporting agency) your credit experience with me. I agree that you will not be liable for any claim arising from the use of information provided to you by others or for providing such information to others.

20. SIGNATURES. By signing under seal, I agree to the terms contained in this Guaranty. I also acknowledge receipt of a copy of this Guaranty.

GUARANTOR:

KBW, Inc.

By C. E. White (Seal)
C. E. White, President

LENDER:

United Bank, Inc.

By Julie R Gurtis (Seal)
Julie R Gurtis, Market President

UNLIMITED CONTINUING PAYMENT GUARANTY

United Bank, Inc. - Charleston Office
500 Virginia St E
Charleston, West Virginia 25301
(304)348-8400

GUARANTY DATE		
March 27, 2013		

GUARANTOR INFORMATION

KBW, Inc.
339 Po Box 3885
Charleston, WV 25338-3885

Type of Business Entity: Corporation
State of Organization/Formation: West Virginia

BORROWER INFORMATION

Blair White
Po Box 3885
Charleston, WV 25338-3885

Type of Entity: Individual
State of Residence: West Virginia

Glenn Runyan
14480 Hopewell Rd
Alpharetta, GA 30004-1599

Type of Entity: Individual
State of Residence: Georgia

C E White
Po Box 18490
S Charleston, WV 25303-8490

Type of Entity: Individual
State of Residence: West Virginia

UNLIMITED CONTINUING PAYMENT GUARANTY. This Unlimited Continuing Payment Guaranty will be referred to in this document as the "Guaranty."

LENDER. "Lender" means United Bank, Inc. - Charleston Office whose address is 500 Virginia St E, Charleston, West Virginia 25301, its successors and assigns.

BORROWER. "Borrower" means each party identified above to whom Lender has extended credit and financial accommodations.

LIABILITIES. "Liabilities" means the undertakings of the Guarantor to the Lender, as specified herein.

GUARANTOR. "Guarantor" means the party identified above that is undertaking certain Liabilities to the Lender, as specified herein.

OBLIGATIONS. "Obligations" means any and all indebtedness, obligations, and liabilities of the Borrower to the Lender, and all claims of the Lender against the Borrower, now existing or hereafter arising, direct or indirect (including participations or any interest of the Lender in indebtedness of the Borrower to others), acquired outright, conditionally, or as collateral security from another, absolute or contingent, joint or several, secured or unsecured, matured or not matured, monetary or nonmonetary, arising out of contract or tort, liquidated or unliquidated, arising by operation of law or otherwise and all extensions, renewals, refundings, replacements, and modifications of any of the foregoing.

COLLATERAL. "Collateral" means any property that secures payment of the Liabilities, and all proceeds thereof.

NOTICE TO GUARANTOR. Lender has agreed to extend credit and financial accommodations to Borrower pursuant to a promissory note executed on even date herewith (the "Note"), and all agreements, instruments and documents executed or delivered in connection with the foregoing or otherwise related hereto (together with any amendments, modifications, or restatements thereof, the "Related Documents").

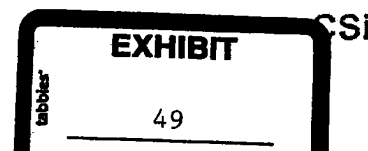
Guarantor is affiliated with Borrower, and as such, shall be benefited directly by the transaction contemplated by the Related Documents, and shall execute this Guaranty in order to induce Lender to enter the transaction.

In consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor hereby guarantees, promises and undertakes, both jointly and severally, as follows:

UNLIMITED CONTINUING GUARANTY. Guarantor hereby unconditionally, absolutely, and irrevocably guarantees to Lender the full and prompt payment and performance when due (whether at the maturity date or by required prepayment, acceleration, or otherwise) of all Obligations of the Borrower to the Lender (notwithstanding the fact that from time to time there may be no indebtedness outstanding), however created, of every kind and description, whether now existing or hereafter arising and whether direct or indirect, due or which may become due, absolute or contingent, primary or secondary, liquidated or unliquidated, whether originated with Lender or owed to others and acquired by Lender by purchase, assignment, or otherwise, and including without limitation all loans, advances, indebtedness and each and every other obligation arising under the Related Documents, and all agreements, instruments and documents evidencing, guarantying, securing or otherwise executed in connection with any of the foregoing, together with any amendments, modifications, and restatements thereof.

This Guaranty is an absolute, present and continuing guaranty of payment that shall remain in full force and effect until all such Obligations shall be fully paid to Lender.

To the extent permitted by law, if any settlement, discharge, payment, grant of security or transfer of property relating to discharging any duty or liability created under or guaranteed by this Guaranty is rescinded or avoided by virtue of any provision of any bankruptcy, insolvency, or other



similar law affecting creditors' rights, Lender will be entitled to recover the value or amount of any such settlement, discharge, payment, grant of security or transfer of property from Guarantor as if such settlement, discharge, payment, grant of security or transfer of property had not occurred

EXPENSES. Guarantor hereby agrees, to the extent permitted by law, to pay any and all expenses incurred in enforcing any rights under this Guaranty. Without limiting the foregoing, Guarantor agrees that whenever any attorney is used by the Lender to obtain payment hereunder, to enforce this Guaranty, to adjudicate the rights of the parties hereunder, or to advise the Lender of its rights, the Lender shall be entitled to recover reasonable attorneys' fees, all court costs, and expenses attributable thereto

CONSENT. The Guarantor consents to all extensions, renewals, and modifications made by the Lender for, or on account of, any indebtedness of Borrower to Lender. Lender may proceed directly against Guarantor in the event of any default by Borrower without resorting to any other persons, to the assets of Borrower, to any collateral security granted by Borrower to Lender, or the liquidation of any collateral security given hereunder to secure this Guaranty. Furthermore, to the extent permitted by law, Guarantor hereby agrees and consents that the Lender may from time to time without notice to Guarantor and without affecting the liability of Guarantor (a) release, impair, sell or otherwise dispose of any security or collateral, (b) release or agree not to sue any guarantor or surety, (c) fail to perfect its security interest in or realize upon any security or collateral, (d) fail to realize upon any of the obligations of Borrower or to proceed against Borrower or any guarantor or surety, (e) renew or extend the time of payment, (f) increase or decrease the rate of interest, (g) accept additional security or collateral, (h) determine the allocation and application of payments and credits and accept partial payments, (i) determine what, if anything, may at any time be done with reference to any security or collateral, and (j) settle or compromise the amount due or owing or claimed to be due or owing from any Borrower, guarantor or surety, which settlement or compromise shall not affect the undersigned's liability for the full amount of the guaranteed obligations. To the extent permitted by law, Guarantor expressly consents to and waives notice of all of the above

REPRESENTATIONS. Guarantor has established adequate means of obtaining from sources other than Lender, on a continuing basis, financial and other information pertaining to Borrower's financial condition, and the status of Borrower's performance of obligations imposed by the loan documents, and Guarantor agrees to keep adequately informed from such means of any facts, events or circumstances which might in any way affect Guarantor's risks hereunder, and Lender has made no representation to Guarantor as far as any such matters

SUBROGATION. Notwithstanding any payment or payments made by the Guarantor hereunder, or any set-off or application of the Collateral by the Lender, the Guarantor will not exercise any rights of the Lender against the Borrower, nor shall the Guarantor seek contribution from any other Guarantor until all the Obligations shall have been paid in full. If any amount shall be paid to the Guarantor on account of such subrogation rights at any time when all the Obligations will not have been paid in full, such amount shall be held in trust for the benefit of the Lender and shall forthwith be paid to the Lender to be credited and applied to the Obligations, whether matured or unmatured. If (i) the Guarantor shall make payment to the Lender of all or any part of the Obligations and (ii) all the Obligations shall be paid in full, the Lender will, at the Guarantor's request, execute and deliver to the Guarantor appropriate documents, without recourse and without representation or warranty, necessary to evidence the transfer by subrogation to the Guarantor of an interest in the Obligations resulting from such payment by the Guarantor.

GENERAL WAIVERS. Guarantor, to the extent permitted by law, hereby waives (a) notice of acceptance of this Guaranty and all notice of the creation, extension or accrual of any of the Obligations, (b) diligence, presentment, protest, demand for payment, notice of dishonor, notice of intent to accelerate, and notice of acceleration, (c) notice of any other nature whatsoever to the extent permitted by law, (d) any requirement that the Lender take any action whatsoever against the Borrower or any other party or file any claim in the event of the bankruptcy of the Borrower, or (e) failure to protect, preserve, or resort to any Collateral, and (f) any defense that could be asserted by Borrower, including defenses arising out of failure of consideration, breach of warranty, fraud, payment, statute of frauds, bankruptcy, lack of capacity, statute of limitations, lender liability, unenforceability of any loan document, accord and satisfaction, or usury.

Guarantor, to the extent permitted by law, further waives and agrees not to assert any and all rights, benefits, and defenses that might otherwise be available under the provisions of the governing law that might operate, contrary to Guarantor's agreements in this Guaranty, to limit Guarantor's liability under, or the enforcement of, this Guaranty, including all defenses of suretyship

LENDER'S RIGHTS. Any delay, failure, omission, or lack on the part of the Lender to enforce, assert, or exercise any provision or take any action pursuant to the Related Documents, including any right, power, or remedy conferred on Lender in any of the Related Documents or any action on the part of Lender granting indulgence or extension in any form Guaranty or any Related Documents does not operate as a waiver of the Lender's ability to exercise all of its rights. The Lender may choose to partially exercise rights under this Guaranty and any Related Documents, but that does not prevent the Lender from fully exercising these rights

SURVIVAL. This Guaranty is binding on all heirs, executors, personal representatives, administrators, assigns and successors of the Guarantor.

ASSIGNABILITY. The Lender may, without notice, assign the Obligations, in whole or in part, and each successive assignee of the Obligations so assigned may enforce this Guaranty for its own benefit with respect to the Obligations so assigned. In the event that any person other than the Lender shall become a holder of any of the Obligations, the reference to the Lender shall be construed to refer to each such holder.

RIGHT OF SET-OFF. To the extent permitted by law, Guarantor gives Lender the right to set-off any of Guarantor's accounts or property which may be in Lender's possession against any amount owed under this Guaranty. This right of set-off does not extend to any Keogh account, IRA, or similar tax deferred deposit. Further, the Lender shall have available all remedies under applicable state and federal laws, including the garnishment of wages, to the extent permitted by law.

SEVERABILITY. If a court of competent jurisdiction determines any term or provision of this Guaranty is invalid or prohibited by applicable law, that term or provision will be ineffective, but only to the extent required to make it lawful. Any term or provision that has been determined to be invalid or prohibited will be severed from the rest of this Guaranty without invalidating the remainder of the provisions of this Guaranty.

GUARANTY
(Continuing Debt - Unlimited)

DATE AND PARTIES. The date of this Guaranty is September 19, 2008. The parties and their addresses are:

LENDER:

UNITED BANK, INC.
500 Virginia Street - East
Charleston, West Virginia 25301
Telephone: (304) 348-8400

BORROWER:

C. E. WHITE
PO Box 18490
South Charleston, West Virginia 25303

GUARANTOR:

CLENDENIN PLACE REALTY, LLC
a West Virginia Limited Liability Company
Box 3885
Charleston, West Virginia

1. DEFINITIONS. As used in this Guaranty, the terms have the following meanings:

- A. **Pronouns.** The pronouns "I", "me" and "my" refer to all persons or entities signing this Guaranty, individually and together. "You" and "your" refer to the Lender.
B. **Note.** "Note" refers to the document that evidences the Borrower's indebtedness, and any extensions, renewals, modifications and substitutions of the Note.
C. **Property.** "Property" means any property, real, personal or intangible, that secures performance of the obligations of the Note, Debt, or this Guaranty.

2. SPECIFIC AND FUTURE DEBT GUARANTY. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce you, at your option, to make loans or engage in any other transactions with the Borrower from time to time, I absolutely and unconditionally agree to all terms of and guaranty to you the payment and performance of each and every Debt, of every type, purpose and description that the Borrower either individually, among all or a portion of themselves, or with others, may now or at any time in the future owe you, including, but not limited to the following described Debt(s) including without limitation, all principal, accrued interest, attorneys' fees and collection costs, when allowed by law, that may become due from the Borrower to you in collecting and enforcing the Debt and all other agreements with respect to the Borrower.

A promissory note or other agreement, No. 0301895-9031, dated September 19, 2008, from C. E. White (Borrower) to you, in the amount of \$500,000.00.

In addition, Debt refers to debts, liabilities, and obligations of the Borrower (including, but not limited to, amounts agreed to be paid under the terms of any notes or agreements securing the payment of any debt, loan, liability or obligation, overdrafts, letters of credit, guarantees, advances for taxes, insurance, repairs and storage, and all extensions, renewals, refinancings and modifications of these debts) whether now existing or created or incurred in the future, due or to become due, or absolute or contingent, including obligations and duties arising from the terms of all documents prepared or submitted for the transaction such as applications, security agreements, disclosures, and the Note.

You may, without notice, apply this Guaranty to such Debt of the Borrower as you may select from time to time.

3. EXTENSIONS. I consent to all renewals, extensions, modifications and substitutions of the Debt which may be made by you upon such terms and conditions as you may see fit from time to time without further notice to me and without limitation as to the number of renewals, extensions, modifications or substitutions.

4. UNCONDITIONAL LIABILITY. I am unconditionally liable under this Guaranty, regardless of whether or not you pursue any of your remedies against the Borrower, against any other maker, surety, guarantor or endorser of the Debt or against any Property. You may sue me alone, or anyone else who is obligated on this Guaranty, or any number of us together, to collect the Debt. My liability is not conditioned on the signing of this Guaranty by any other person and further is not subject to any condition not expressly set forth in this Guaranty or any instrument executed in connection with the Debt. My obligation to pay according to the terms of this Guaranty shall not be affected by the illegality, invalidity or unenforceability of any notes or agreements evidencing the Debt, the violation of any applicable usury laws, forgery, or any other circumstances which make the indebtedness unenforceable against the Borrower. I will remain obligated to pay on this Guaranty even if any other person who is obligated to pay the Debt, including the Borrower, has such obligation discharged in bankruptcy, foreclosure, or otherwise discharged by law.

5. BANKRUPTCY. If a bankruptcy petition should at any time be filed by or against the Borrower, the maturity of the Debt, so far as my liability is concerned, shall be accelerated and the Debt shall be immediately payable by me. I acknowledge and agree that this Guaranty, and the Debt secured hereby, will remain in full force and effect at all times, notwithstanding any action or undertakings by, or against, you or against any Property, in connection with any obligation in any proceeding in the United States Bankruptcy Courts. Such action or undertaking includes, without limitation, valuation of Property, election of remedies or imposition of secured or unsecured claim status upon claims by you, pursuant to the United States Bankruptcy Code, as amended. In the event that any payment of principal or interest received and paid by any other guarantor, borrower, surety, endorser or co-maker is deemed, by final order of a court of competent jurisdiction, to have been a voidable preference under the bankruptcy or insolvency laws of the United States or otherwise, then my obligation will remain as an obligation to you and will not be considered as having been extinguished.

6. REVOCATION. I agree that this is an absolute and unconditional Guaranty. I agree that this Guaranty will remain binding on me, whether or not there are any Debts outstanding, until you have actually received written notice of my revocation or written notice of my death or incompetence. Notice of revocation or notice of my death or incompetence will not affect my obligations under this Guaranty with respect to any Debts incurred by or for which you have made a commitment to Borrower before you actually receive such notice, and all renewals, extensions, refinancings, and modifications of such Debts. I agree that if any other person signing this Guaranty provides a notice of revocation to you, I will still be obligated under this Guaranty until I provide such a notice of revocation to you. If any other person signing this Guaranty dies or is declared incompetent, such fact will not affect my obligations under this Guaranty.

7. PROPERTY. I agree that any Property may be assigned, exchanged, released in whole or in part or substituted without notice to me and without defeating, discharging or diminishing my liability. My obligation is absolute and your failure to perfect any security interest or any act or omission by you which impairs the Property will not relieve me or my liability under this Guaranty. You are under no duty to preserve or protect any Property until you are in actual or constructive possession. For purposes of this paragraph, you will only be in "actual" possession when you have physical, immediate and exclusive control

over the Property and have accepted such control in writing. Further, you will only be deemed to be in "constructive" possession when you have both the power and intent to exercise control over the Property.

8. DEFAULT. I will be in default if any of the following occur:

- A. **Payments.** I fail to make a payment in full when due.
- B. **Insolvency or Bankruptcy.** The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against me, Borrower, or any co-signer, endorser, surety or guarantor of this Guaranty or any Debt.
- C. **Business Termination.** I merge, dissolve, reorganize, and my business or existence, or a partner or majority owner dies or is declared legally incompetent.
- D. **Failure to Perform.** I fail to perform any condition or to keep any promise or covenant of this Guaranty.
- E. **Other Documents.** A default occurs under the terms of any other document relating to the Debt.
- F. **Other Agreements.** I am in default on any other debt or agreement I have with you.
- G. **Misrepresentation.** I make any verbal or written statement or provide any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.
- H. **Judgment.** I fail to satisfy or appeal any judgment against me.
- I. **Perfeiture.** The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.
- J. **Name Change.** I change my name or assume an additional name without notifying you before making such a change.
- K. **Property Transfer.** I transfer all or a substantial part of my money or property.
- L. **Property Value.** You determine in good faith that the value of the Property has declined or is impaired.
- M. **Material Change.** Without first notifying you, there is a material change in my business, including ownership, management, and financial conditions.
- N. **Insecurity.** You determine in good faith that a material adverse change has occurred in my financial condition from the conditions set forth in my most recent financial statement before the date of this Guaranty or that the prospect for payment or performance of the Debt is impaired for any reason.

9. WAIVERS AND CONSENT. To the extent not prohibited by law, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor.

A. **Additional Waivers.** In addition, to the extent permitted by law, I consent to certain actions you may take, and generally waive defenses that may be available based on these actions or based on the status of a party to the Debt or this Guaranty.

- (1) You may renew or extend payments on the Debt, regardless of the number of such renewals or extensions.
- (2) You may release any Borrower, endorser, guarantor, surety, accommodation maker or any other co-signer.
- (3) You may release, substitute or impair any Property.
- (4) You, or any institution participating in the Debt, may invoke your right of set-off.
- (5) You may enter into any sales, repurchases or participations of the Debt to any person in any amounts and I waive notice of such sales, repurchases or participations.
- (6) I agree that the Borrower is authorized to modify the terms of the Debt or any instrument securing, guarantying or relating to the Debt.
- (7) You may undertake a valuation of any Property in connection with any proceedings under the United States Bankruptcy Code concerning the Borrower or me, regardless of any such valuation, or actual amounts received by you arising from the sale of such Property.
- (8) I agree to consent to any waiver granted the Borrower, and agree that any delay or lack of diligence in the enforcement of the Debt, or any failure to file a claim or otherwise protect any of the Debt, in no way affects or impairs my liability.
- (9) I agree to waive reliance on any anti-deficiency statutes, through subrogation or otherwise, and such statutes in no way affect or impair my liability. In addition, until the obligations of the Borrower to Lender have been paid in full, I waive any right of subrogation, contribution, reimbursement, indemnification, exoneration, and any other right I may have to enforce any remedy which you now have or in the future may have against the Borrower or another guarantor or as to any Property.

Any Guarantor who is an "insider," as contemplated by the United States Bankruptcy Code, 11 U.S.C. 101, as amended, makes these waivers permanently. (An insider includes, among others, a director, officer, partner, or other person in control of the Borrower, a person or an entity that is a co-partner with the Borrower, an entity in which the Borrower is a general partner, director, officer or other person in control or a close relative of any of these other persons.) Any Guarantor who is not an insider makes these waivers until all Debt is fully repaid.

B. **No Waiver by Lender.** Your course of dealing, or your forbearance from, or delay in, the exercise of any of your rights, remedies, privileges or right to insist upon my strict performance of any provisions contained in the Debt instruments, shall not be construed as a waiver by you, unless any such waiver is in writing and is signed by you.

C. **Waiver of Claims.** I waive all claims for loss or damage caused by your acts or omissions where you acted reasonably and in good faith.

10. REMEDIES. After the Borrower or I default, you may at your option do any one or more of the following.

- A. **Acceleration.** You may make all or any part of the amount owing by the terms of this Guaranty immediately due.
- B. **Secures.** You may use any and all remedies you have under state or federal law or in any documents relating to the Debt.
- C. **Insurance Benefits.** You may make a claim for any and all insurance benefits or refunds that may be available on default.
- D. **Payments Made on the Borrower's Behalf.** Amounts advanced on the Borrower's behalf will be immediately due and may be added to the balance owing under the Debt.
- E. **Termination.** You may terminate my right to obtain advances and may refuse to make any further extensions of credit.
- F. **Set-Off.** You may use the right of set-off. This means you may set-off any amount due and payable under the terms of this Guaranty against any right I have to receive money from you.

My right to receive money from you includes any deposit or share account balance I have with you; any money owed to me on an item presented to you or in your possession for collection or exchange; and any repurchase agreement or other non-deposit obligation. "Any amount due and payable under the terms of this Guaranty" means the total amount to which you are entitled to demand payment under the terms of this Guaranty at the time you set-off.

Subject to any other written contract, if my right to receive money from you is also owned by someone who has not agreed to pay the Debt, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement.

Your right of set-off does not apply to an account or other obligation where my rights arise only in a representative capacity. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set-off against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

G. Waiver. Except as otherwise required by law, by choosing any one or more of these remedies you do not give up your right to use any other remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

11. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after Default, to the extent permitted by law, I agree to pay all expenses of collection, enforcement or protection of your rights and remedies under this Guaranty or any other document relating to the Debt. To the extent permitted by law, expenses include, but are not limited to, reasonable attorneys' fees, court costs and other legal expenses. All fees and expenses will be secured by the Property I have granted to you, if any. In addition, to the extent permitted by the United States Bankruptcy Code, I agree to pay the reasonable attorneys' fees incurred by you to protect your rights and interests in connection with any bankruptcy proceedings initiated by or against me.

12. WARRANTIES AND REPRESENTATIONS. I make to you the following warranties and representations which will continue as long as this Guaranty is in effect:

A. Power. I am duly organized, and validly existing and in good standing in all jurisdictions in which I operate. I have the power and authority to enter into this transaction and to carry on my business or activity as it is now being conducted and, as applicable, am qualified to do so in each jurisdiction in which I operate.

B. Authority. The execution, delivery and performance of this Guaranty and the obligation evidenced by this Guaranty are within my powers, have been duly authorized, have received all necessary governmental approval, will not violate any provision of law, or order of court or governmental agency, and will not violate any agreement to which I am a party or to which I am or any of my Property is subject.

C. Name and Place of Business. Other than previously disclosed in writing to you I have not changed my name or principal place of business within the last 10 years and have not used any other trade or fictitious name. Without your prior written consent, I do not and will not use any other name and will preserve my existing name, trade names and franchises.

In addition, I represent and warrant that this Guaranty was entered into at the request of the Borrower, and that I am satisfied regarding the Borrower's financial condition and existing indebtedness, authority to borrow and the use and intended use of all Debt proceeds. I further represent and warrant that I have not relied on any representations or omissions from you or any information provided by you respecting the Borrower, the Borrower's financial condition and existing indebtedness, the Borrower's authority to borrow or the Borrower's use and intended use of all Debt proceeds.

13. RELIANCE. I acknowledge that you are relying on this Guaranty in extending credit to the Borrower, and I have signed this Guaranty to induce you to extend such credit. I represent and warrant to you that I expect to derive substantial benefits from any loans and financial accommodations resulting in the creation of indebtedness guaranteed hereby, and that this Guaranty is given for a business purpose. I agree to rely exclusively on the right to revoke this Guaranty prospectively as to future transactions in the manner as previously described in this Guaranty if at any time, in my opinion or the opinion of the directors or officers of my business, the benefits then being received by me in connection with this Guaranty are not sufficient to warrant the continuance of this Guaranty. You may rely conclusively on a continuing warranty that I continue to be benefited by this Guaranty and you will have no duty to inquire into or confirm the receipt of any such benefits, and this Guaranty will be effective and enforceable by you without regard to the receipt, nature or value of any such benefits.

14. APPLICABLE LAW. This Guaranty is governed by the laws of West Virginia, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.

15. AMENDMENT, INTEGRATION AND SEVERABILITY. This Guaranty may not be amended or modified by oral agreement. No amendment or modification of this Guaranty is effective unless made in writing and executed by you and me. This Guaranty is the complete and final expression of the agreement. If any provision of this Guaranty is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

16. ASSIGNMENT. If you assign any of the Debts, you may assign all or any part of this Guaranty without notice to me or my consent, and this Guaranty will inure to the benefit of your assignee to the extent of such assignment. You will continue to have the unimpaired right to enforce this Guaranty as to any of the Debts that are not assigned. This Guaranty shall inure to the benefit of and be enforceable by you and your successors and assigns and any other person to whom you may grant an interest in the Debts and shall be binding upon and enforceable against me and my personal representatives, successors, heirs and assigns.

17. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Guaranty.


18. NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Guarantor will be deemed to be notice to all Guarantors. I will inform you in writing of any change in my name, address or other application information. I will provide you any financial statement or information you request. All financial statements and information I give you will be correct and complete. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Guaranty and to confirm your lien status on any Property. Time is of the essence.

19. CREDIT INFORMATION. I agree that from time to time you may obtain credit information about me from others, including other lenders and credit reporting agencies, and report to others (such as a credit reporting agency) your credit experience with me. I agree that you will not be liable for any claim arising from the use of information provided to you by others or for providing such information to others.

20. SIGNATURES. By signing under seal, I agree to the terms contained in this Guaranty. I also acknowledge receipt of a copy of this Guaranty.

GUARANTOR:

Clendenin Plaza Realty, LLC

By  (Seal)
C.E. White, Member

LENDER:

United Bank, Inc.

By  (Seal)
Julie B. Gurtis, Market President

GUARANTY

(Continuing Debt - Unlimited)

DATE AND PARTIES. The date of this Guaranty is February 4, 2009. The parties and their addresses are:

LENDER:

UNITED BANK, INC.
500 Virginia Street - East
Charleston, WV 25301
Telephone: (304) 348-8400

BORROWER:

C. E. WHITE
PO Box 18490
South Charleston, WV 25303

GUARANTOR:

CLENDENIN PLACE REALTY, LLC
a West Virginia Limited Liability Company
P.O. Box 18490
South Charleston, WV 25303

1. DEFINITIONS. As used in this Guaranty, the terms have the following meanings:

- A. **Pronouns.** The pronouns "I", "me" and "my" refer to all persons or entities signing this Guaranty, individually and together. "You" and "your" refer to the Lender.
- B. **Note.** "Note" refers to the document that evidences the Borrower's indebtedness, and any extensions, renewals, modifications and substitutions of the Note.
- C. **Property.** "Property" means any property, real, personal or intangible, that secures performance of the obligations of the Note, Debt, or this Guaranty.

2. **SPECIFIC AND FUTURE DEBT GUARANTY.** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce you, at your option, to make loans or engage in any other transactions with the Borrower from time to time, I absolutely and unconditionally agree to all terms of and guaranty to you the payment and performance of each and every Debt, of every type, purpose and description that the Borrower either individually, among all or a portion of themselves, or with others, may now or at any time in the future owe you, including, but not limited to the following described Debt(s) including without limitation, all principal, accrued interest, attorneys' fees and collection costs, when allowed by law, that may become due from the Borrower to you in collecting and enforcing the Debt and all other agreements with respect to the Borrower.

A promissory note or other agreement, No. 0301895-9032, dated February 4, 2009, from C. E. White (Borrower) to you, in the amount of \$500,000.00.

In addition, Debt refers to debts, liabilities, and obligations of the Borrower (including, but not limited to, amounts agreed to be paid under the terms of any notes or agreements securing the payment of any debt, loan, liability or obligation, overdrafts, letters of credit, guaranties, advances for taxes, insurance, repairs and storage, and all extensions, renewals, refinancings and modifications of these debts) whether now existing or created or incurred in the future, due or to become due, or absolute or contingent, including obligations and duties arising from the terms of all documents prepared or submitted for the transaction such as applications, security agreements, disclosures, and the Note.

You may, without notice, apply this Guaranty to such Debt of the Borrower as you may select from time to time.

3. **EXTENSIONS.** I consent to all renewals, extensions, modifications and substitutions of the Debt which may be made by you upon such terms and conditions as you may see fit from time to time without further notice to me and without limitation as to the number of renewals, extensions, modifications or substitutions.

A. **Future Advances.** I waive notice of and consent to any and all future advances made to the Borrower by you.

4. **UNCONDITIONAL LIABILITY.** I am unconditionally liable under this Guaranty, regardless of whether or not you pursue any of your remedies against the Borrower, against any other maker, surety, guarantor or endorser of the Debt or against any Property. You may sue me alone, or anyone else who is obligated on this Guaranty, or any number of us together, to collect the Debt. My liability is not conditioned on the signing of this Guaranty by any other person and further is not subject to any condition not expressly set forth in this Guaranty or any instrument executed in connection with the Debt. My obligation to pay according to the terms of this Guaranty shall not be affected by the illegality, invalidity or unenforceability of any notes or agreements evidencing the Debt, the violation of any applicable usury laws, forgery, or any other circumstances which make the indebtedness unenforceable against the Borrower. I will remain obligated to pay on this Guaranty even if any other person who is obligated to pay the Debt, including the Borrower, has such obligation discharged in bankruptcy, foreclosure, or otherwise discharged by law.

5. **BANKRUPTCY.** If a bankruptcy petition should at any time be filed by or against the Borrower, the maturity of the Debt, so far as my liability is concerned, shall be accelerated and the Debt shall be immediately payable by me. I acknowledge and agree that this Guaranty, and the Debt secured hereby, will remain in full force and effect at all times, notwithstanding any action or undertakings by, or against, you or against any Property, in connection with any obligation in any proceeding in the United States Bankruptcy Courts. Such action or undertaking includes, without limitation, valuation of Property, election of remedies or imposition of secured or unsecured claim status upon claims by you, pursuant to the United States Bankruptcy Code, as amended. In the event that any payment of principal or interest received and paid by any other guarantor, borrower, surety, endorser or co-maker is deemed, by final order of a court of competent jurisdiction, to have been a voidable preference under the bankruptcy or insolvency laws of the United States or otherwise, then my obligation will remain as an obligation to you and will not be considered as having been extinguished.

6. **REVOCATION.** I agree that this is an absolute and unconditional Guaranty. I agree that this Guaranty will remain binding on me, whether or not there are any Debts outstanding, until you have actually received written notice of my revocation or written notice of my death or incompetence. Notice of revocation or notice of my death or incompetence will not affect my obligations under this Guaranty with respect to any Debts incurred by or for which you have made a commitment to Borrower before you actually receive such notice, and all renewals, extensions, refinancings, and modifications of such Debts. I agree that if any other person signing this Guaranty provides a notice of revocation to you, I will still be obligated under this Guaranty until I provide such a notice of revocation to you. If any other person signing this Guaranty dies or is declared incompetent, such fact will not affect my obligations under this Guaranty.

7. **PROPERTY.** I agree that any Property may be assigned, exchanged, released in whole or in part or substituted without notice to me and without defeating, discharging or diminishing my liability. My obligation is absolute and your failure to perfect any security interest or any act or omission by you which impairs the Property will not relieve me or my liability under this

Guaranty. You are under no duty to preserve or protect any Property until you are in actual or constructive possession. For purposes of this paragraph, you will only be in "actual" possession when you have physical, immediate and exclusive control over the Property and have accepted such control in writing. Further, you will only be deemed to be in "constructive" possession when you have both the power and intent to exercise control over the Property.

8. DEFAULT. I will be in default if any of the following occur:

- A. **Payments.** I fail to make a payment in full when due.
- B. **Insolvency or Bankruptcy.** The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against me, Borrower, or any co-signer, endorser, surety or guarantor of this Guaranty or any Debt.
- C. **Business Termination.** I merge, dissolve, reorganize, end my business or existence, or a partner or majority owner dies or is declared legally incompetent.
- D. **Failure to Perform.** I fail to perform any condition or to keep any promise or covenant of this Guaranty.
- E. **Other Documents.** A default occurs under the terms of any other document relating to the Debt.
- F. **Other Agreements.** I am in default on any other debt or agreement I have with you.
- G. **Misrepresentation.** I make any verbal or written statement or provide any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.
- H. **Judgment.** I fail to satisfy or appeal any judgment against me.
- I. **Forfeiture.** The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.
- J. **Name Change.** I change my name or assume an additional name without notifying you before making such a change.
- K. **Property Transfer.** I transfer all or a substantial part of my money or property.
- L. **Property Value.** You determine in good faith that the value of the Property has declined or is impaired.
- M. **Material Change.** Without first notifying you, there is a material change in my business, including ownership, management, and financial conditions.
- N. **Insecurity.** You determine in good faith that a material adverse change has occurred in my financial condition from the conditions set forth in my most recent financial statement before the date of this Guaranty or that the prospect for payment or performance of the Debt is impaired for any reason.

9. WAIVERS AND CONSENT. To the extent not prohibited by law, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor.

A. **Additional Waivers.** In addition, to the extent permitted by law, I consent to certain actions you may take, and generally waive defenses that may be available based on these actions or based on the status of a party to the Debt or this Guaranty.

- (1) You may renew or extend payments on the Debt, regardless of the number of such renewals or extensions.
- (2) You may release any Borrower, endorser, guarantor, surety, accommodation maker or any other co-signer.
- (3) You may release, substitute or impair any Property.
- (4) You, or any institution participating in the Debt, may invoke your right of set-off.
- (5) You may enter into any sales, repurchases or participations of the Debt to any person in any amounts and I waive notice of such sales, repurchases or participations.
- (6) I agree that the Borrower is authorized to modify the terms of the Debt or any instrument securing, guarantying or relating to the Debt.
- (7) You may undertake a valuation of any Property in connection with any proceedings under the United States Bankruptcy Code concerning the Borrower or me, regardless of any such valuation, or actual amounts received by you arising from the sale of such Property.
- (8) I agree to consent to any waiver granted the Borrower, and agree that any delay or lack of diligence in the enforcement of the Debt, or any failure to file a claim or otherwise protect any of the Debt, in no way affects or impairs my liability.
- (9) I agree to waive reliance on any anti-deficiency statutes, through subrogation or otherwise, and such statutes in no way affect or impair my liability. In addition, until the obligations of the Borrower to Lender have been paid in full, I waive any right of subrogation, contribution, reimbursement, indemnification, exoneration, and any other right I may have to enforce any remedy which you now have or in the future may have against the Borrower or another guarantor or as to any Property.

Any Guarantor who is an "insider," as contemplated by the United States Bankruptcy Code, 11 U.S.C. 101, as amended, makes these waivers permanently. (An insider includes, among others, a director, officer, partner, or other person in control of the Borrower, a person or an entity that is a co-partner with the Borrower, an entity in which the Borrower is a general partner, director, officer or other person in control or a close relative of any of these other persons.) Any Guarantor who is not an insider makes these waivers until all Debt is fully repaid.

B. **No Waiver By Lender.** Your course of dealing, or your forbearance from, or delay in, the exercise of any of your rights, remedies, privileges or right to insist upon my strict performance of any provisions contained in the Debt instruments, shall not be construed as a waiver by you, unless any such waiver is in writing and is signed by you.

C. **Waiver of Claims.** I waive all claims for loss or damage caused by your acts or omissions where you acted reasonably and in good faith.

10. REMEDIES. After the Borrower or I default, you may at your option do any one or more of the following.

- A. **Acceleration.** You may make all or any part of the amount owing by the terms of this Guaranty immediately due.
- B. **Sources.** You may use any and all remedies you have under state or federal law or in any documents relating to the Debt.
- C. **Insurance Benefits.** You may make a claim for any and all insurance benefits or refunds that may be available on default.
- D. **Payments Made on the Borrower's Behalf.** Amounts advanced on the Borrower's behalf will be immediately due and may be added to the balance owing under the Debt.
- E. **Termination.** You may terminate my right to obtain advances and may refuse to make any further extensions of credit.
- F. **Set-Off.** You may use the right of set-off. This means you may set-off any amount due and payable under the terms of this Guaranty against any right I have to receive money from you.

My right to receive money from you includes any deposit or share account balance I have with you; any money owed to me on an item presented to you or in your possession for collection or exchange; and any repurchase agreement or other non-deposit obligation. "Any amount due and payable under the terms of this Guaranty" means the total amount to which you are entitled to demand payment under the terms of this Guaranty at the time you set-off.

Subject to any other written contract, if my right to receive money from you is also owned by someone who has not agreed to pay the Debt, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement.

Your right of set-off does not apply to an account or other obligation where my rights arise only in a representative capacity. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set-off against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

G. Waiver. Except as otherwise required by law, by choosing any one or more of these remedies you do not give up your right to use any other remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

11. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after Default, to the extent permitted by law, I agree to pay all expenses of collection, enforcement or protection of your rights and remedies under this Guaranty or any other document relating to the Debt. To the extent permitted by law, expenses include, but are not limited to, reasonable attorneys' fees, court costs and other legal expenses. All fees and expenses will be secured by the Property I have granted to you, if any. In addition, to the extent permitted by the United States Bankruptcy Code, I agree to pay the reasonable attorneys' fees incurred by you to protect your rights and interests in connection with any bankruptcy proceedings initiated by or against me.

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B. Authority. The execution, delivery and performance of this Guaranty and the obligation evidenced by this Guaranty are within my powers, have been duly authorized, have received all necessary governmental approval, will not violate any provision of law, or order of court or governmental agency, and will not violate any agreement to which I am a party or to which I am or any of my Property is subject.

C. Name and Place of Business. Other than previously disclosed in writing to you I have not changed my name or principal place of business within the last 10 years and have not used any other trade or fictitious name. Without your prior written consent, I do not and will not use any other name and will preserve my existing name, trade names and franchises.

In addition, I represent and warrant that this Guaranty was entered into at the request of the Borrower, and that I am satisfied regarding the Borrower's financial condition and existing indebtedness, authority to borrow and the use and intended use of all Debt proceeds. I further represent and warrant that I have not relied on any representations or omissions from you or any information provided by you respecting the Borrower, the Borrower's financial condition and existing indebtedness, the Borrower's authority to borrow or the Borrower's use and intended use of all Debt proceeds.

13. RELIANCE. I acknowledge that you are relying on this Guaranty in extending credit to the Borrower, and I have signed this Guaranty to induce you to extend such credit. I represent and warrant to you that I expect to derive substantial benefits from any loans and financial accommodations resulting in the creation of indebtedness guaranteed hereby, and that this Guaranty is given for a business purpose. I agree to rely exclusively on the right to revoke this Guaranty prospectively as to future transactions in the manner as previously described in this Guaranty if at any time, in my opinion or the opinion of the directors or officers of my business, the benefits then being received by me in connection with this Guaranty are not sufficient to warrant the continuance of this Guaranty. You may rely conclusively on a continuing warranty that I continue to be benefited by this Guaranty and you will have no duty to inquire into or confirm the receipt of any such benefits, and this Guaranty will be effective and enforceable by you without regard to the receipt, nature or value of any such benefits.

14. APPLICABLE LAW. This Guaranty is governed by the laws of West Virginia, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.

15. AMENDMENT, INTEGRATION AND SEVERABILITY. This Guaranty may not be amended or modified by oral agreement. No amendment or modification of this Guaranty is effective unless made in writing and executed by you and me. This Guaranty is the complete and final expression of the agreement. If any provision of this Guaranty is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

16. ASSIGNMENT. If you assign any of the Debts, you may assign all or any part of this Guaranty without notice to me or my consent, and this Guaranty will inure to the benefit of your assignee to the extent of such assignment. You will continue to have the unimpaired right to enforce this Guaranty as to any of the Debts that are not assigned. This Guaranty shall inure to the benefit of and be enforceable by you and your successors and assigns and any other person to whom you may grant an interest in the Debts and shall be binding upon and enforceable against me and my personal representatives, successors, heirs and assigns.

17. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Guaranty.

18. NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Guarantor will be deemed to be notice to all Guarantors. I will inform you in writing of any change in my name, address or other application information. I will provide you any financial statement or information you request. All financial statements and information I give you will be correct and complete. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Guaranty and to confirm your lien status on any Property. Time is of the essence.

19. CREDIT INFORMATION. I agree that from time to time you may obtain credit information about me from others, including other lenders and credit reporting agencies, and report to others (such as a credit reporting agency) your credit experience with me. I agree that you will not be liable for any claim arising from the use of information provided to you by others or for providing such information to others.

20. SIGNATURES. By signing under seal, I agree to the terms contained in this Guaranty. I also acknowledge receipt of a copy of this Guaranty.

GUARANTOR:

Clandenin Place Realty, LLC
By [Signature] (Seal)
C.E. White, Manager/Member

LENDER:

United Bank, Inc.
By [Signature] (Seal)
Julie R Gurtis, Market President

GUARANTY

(Continuing Debt - Unlimited)

DATE AND PARTIES. The date of this Guaranty is February 4, 2009. The parties and their addresses are:

LENDER:

UNITED BANK, INC.
500 Virginia Street - East
Charleston, WV 25301
Telephone: (304) 348-8400

BORROWER:

C. E. WHITE
PO Box 18490
South Charleston, WV 25303

GUARANTOR:

WHITE DODGE, INC.
a West Virginia Corporation
#339 MacCorkle Avenue
South Charleston, WV 25312

1. DEFINITIONS. As used in this Guaranty, the terms have the following meanings:

- A. Pronouns.** The pronouns "I", "me" and "my" refer to all persons or entities signing this Guaranty, individually and together. "You" and "your" refer to the Lender.
- B. Note.** "Note" refers to the document that evidences the Borrower's indebtedness, and any extensions, renewals, modifications and substitutions of the Note.
- C. Property.** "Property" means any property, real, personal or intangible, that secures performance of the obligations of the Note, Debt, or this Guaranty.

2. SPECIFIC AND FUTURE DEBT GUARANTY. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce you, at your option, to make loans or engage in any other transactions with the Borrower from time to time, I absolutely and unconditionally agree to all terms of and guaranty to you the payment and performance of each and every Debt, of every type, purpose and description that the Borrower either individually, among all or a portion of themselves, or with others, may now or at any time in the future owe you, including, but not limited to the following described Debt(s) including without limitation, all principal, accrued interest, attorneys' fees and collection costs, when allowed by law, that may become due from the Borrower to you in collecting and enforcing the Debt and all other agreements with respect to the Borrower.

A promissory note or other agreement, No. 0301895-9032, dated February 4, 2009, from C. E. White (Borrower) to you, in the amount of \$500,000.00.

In addition, Debt refers to debts, liabilities, and obligations of the Borrower (including, but not limited to, amounts agreed to be paid under the terms of any notes or agreements securing the payment of any debt, loan, liability or obligation, overdrafts, letters of credit, guaranties, advances for taxes, insurance, repairs and storage, and all extensions, renewals, refinancings and modifications of these debts) whether now existing or created or incurred in the future, due or to become due, or absolute or contingent, including obligations and duties arising from the terms of all documents prepared or submitted for the transaction such as applications, security agreements, disclosures, and the Note.

You may, without notice, apply this Guaranty to such Debt of the Borrower as you may select from time to time.

3. EXTENSIONS. I consent to all renewals, extensions, modifications and substitutions of the Debt which may be made by you upon such terms and conditions as you may see fit from time to time without further notice to me and without limitation as to the number of renewals, extensions, modifications or substitutions.

A. Future Advances. I waive notice of and consent to any and all future advances made to the Borrower by you.

4. UNCONDITIONAL LIABILITY. I am unconditionally liable under this Guaranty, regardless of whether or not you pursue any of your remedies against the Borrower, against any other maker, surety, guarantor or endorser of the Debt or against any Property. You may sue me alone, or anyone else who is obligated on this Guaranty, or any number of us together, to collect the Debt. My liability is not conditioned on the signing of this Guaranty by any other person and further is not subject to any condition not expressly set forth in this Guaranty or any instrument executed in connection with the Debt. My obligation to pay according to the terms of this Guaranty shall not be affected by the illegality, invalidity or unenforceability of any notes or agreements evidencing the Debt, the violation of any applicable usury laws, forgery, or any other circumstances which make the indebtedness unenforceable against the Borrower. I will remain obligated to pay on this Guaranty even if any other person who is obligated to pay the Debt, including the Borrower, has such obligation discharged in bankruptcy, foreclosure, or otherwise discharged by law.

5. BANKRUPTCY. If a bankruptcy petition should at any time be filed by or against the Borrower, the maturity of the Debt, so far as my liability is concerned, shall be accelerated and the Debt shall be immediately payable by me. I acknowledge and agree that this Guaranty, and the Debt secured hereby, will remain in full force and effect at all times, notwithstanding any action or undertakings by, or against, you or against any Property, in connection with any obligation in any proceeding in the United States Bankruptcy Courts. Such action or undertaking includes, without limitation, valuation of Property, election of remedies or imposition of secured or unsecured claim status upon claims by you, pursuant to the United States Bankruptcy Code, as amended. In the event that any payment of principal or interest received and paid by any other guarantor, borrower, surety, endorser or co-maker is deemed, by final order of a court of competent jurisdiction, to have been a voidable preference under the bankruptcy or insolvency laws of the United States or otherwise, then my obligation will remain as an obligation to you and will not be considered as having been extinguished.

6. REVOCATION. I agree that this is an absolute and unconditional Guaranty. I agree that this Guaranty will remain binding on me, whether or not there are any Debts outstanding, until you have actually received written notice of my revocation or written notice of my death or incompetence. Notice of revocation or notice of my death or incompetence will not affect my obligations under this Guaranty with respect to any Debts incurred by or for which you have made a commitment to Borrower before you actually receive such notice, and all renewals, extensions, refinancings, and modifications of such Debts. I agree that if any other person signing this Guaranty provides a notice of revocation to you, I will still be obligated under this Guaranty until I provide such a notice of revocation to you. If any other person signing this Guaranty dies or is declared incompetent, such fact will not affect my obligations under this Guaranty.

7. SECURITY. This Guaranty is secured by Property described in these security instruments or agreements: MMA #6252-5886.

8. **PROPERTY.** I agree that any Property may be assigned, exchanged, released in whole or in part or substituted without notice to me and without defeating, discharging or diminishing my liability. My obligation is absolute and your failure to perfect any security interest or any act or omission by you which impairs the Property will not relieve me or my liability under this Guaranty. You are under no duty to preserve or protect any Property until you are in actual or constructive possession. For purposes of this paragraph, you will only be in "actual" possession when you have physical, immediate and exclusive control over the Property and have accepted such control in writing. Further, you will only be deemed to be in "constructive" possession when you have both the power and intent to exercise control over the Property.

9. **DEFAULT.** I will be in default if any of the following occur:

A. **Payments.** I fail to make a payment in full when due.

B. **Insolvency or Bankruptcy.** The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against me, Borrower, or any co-signer, endorser, surety or guarantor of this Guaranty or any Debt.

C. **Business Termination.** I merge, dissolve, reorganize, end my business or existence, or a partner or majority owner dies or is declared legally incompetent.

D. **Failure to Perform.** I fail to perform any condition or to keep any promise or covenant of this Guaranty.

E. **Other Documents.** A default occurs under the terms of any other document relating to the Debt.

F. **Other Agreements.** I am in default on any other debt or agreement I have with you.

G. **Misrepresentation.** I make any verbal or written statement or provide any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

H. **Judgment.** I fail to satisfy or appeal any judgment against me.

I. **Forfeiture.** The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

J. **Name Change.** I change my name or assume an additional name without notifying you before making such a change.

K. **Property Transfer.** I transfer all or a substantial part of my money or property.

L. **Property Value.** You determine in good faith that the value of the Property has declined or is impaired.

M. **Material Change.** Without first notifying you, there is a material change in my business, including ownership, management, and financial conditions.

N. **Insecurity.** You determine in good faith that a material adverse change has occurred in my financial condition from the conditions set forth in my most recent financial statement before the date of this Guaranty or that the prospect for payment or performance of the Debt is impaired for any reason.

10. **WAIVERS AND CONSENT.** To the extent not prohibited by law, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor.

A. **Additional Waivers.** In addition, to the extent permitted by law, I consent to certain actions you may take, and generally waive defenses that may be available based on these actions or based on the status of a party to the Debt or this Guaranty.

(1) You may renew or extend payments on the Debt, regardless of the number of such renewals or extensions.

(2) You may release any Borrower, endorser, guarantor, surety, accommodation maker or any other co-signer.

(3) You may release, substitute or impair any Property.

(4) You, or any institution participating in the Debt, may invoke your right of set-off.

(5) You may enter into any sales, repurchases or participations of the Debt to any person in any amounts and I waive notice of such sales, repurchases or participations.

(6) I agree that the Borrower is authorized to modify the terms of the Debt or any instrument securing, guarantying or relating to the Debt.

(7) You may undertake a valuation of any Property in connection with any proceedings under the United States Bankruptcy Code concerning the Borrower or me, regardless of any such valuation, or actual amounts received by you arising from the sale of such Property.

(8) I agree to consent to any waiver granted the Borrower, and agree that any delay or lack of diligence in the enforcement of the Debt, or any failure to file a claim or otherwise protect any of the Debt, in no way affects or impairs my liability.

(9) I agree to waive reliance on any anti-deficiency statutes, through subrogation or otherwise, and such statutes in no way affect or impair my liability. In addition, until the obligations of the Borrower to Lender have been paid in full, I waive any right of subrogation, contribution, reimbursement, indemnification, exoneration, and any other right I may have to enforce any remedy which you now have or in the future may have against the Borrower or another guarantor or as to any Property.

Any Guarantor who is an "insider," as contemplated by the United States Bankruptcy Code, 11 U.S.C. 101, as amended, makes these waivers permanently. (An insider includes, among others, a director, officer, partner, or other person in control of the Borrower, a person or an entity that is a co-partner with the Borrower, an entity in which the Borrower is a general partner, director, officer or other person in control or a close relative of any of these other persons.) Any Guarantor who is not an insider makes these waivers until all Debt is fully repaid.

B. **No Waiver By Lender.** Your course of dealing, or your forbearance from, or delay in, the exercise of any of your rights, remedies, privileges or right to insist upon my strict performance of any provisions contained in the Debt instruments, shall not be construed as a waiver by you, unless any such waiver is in writing and is signed by you.

C. **Waiver of Claims.** I waive all claims for loss or damage caused by your acts or omissions where you acted reasonably and in good faith.

11. **REMEDIES.** After the Borrower or I default, you may at your option do any one or more of the following.

A. **Acceleration.** You may make all or any part of the amount owing by the terms of this Guaranty immediately due.

B. **Sources.** You may use any and all remedies you have under state or federal law or in any documents relating to the Debt.

C. **Insurance Benefits.** You may make a claim for any and all insurance benefits or refunds that may be available on default.

D. **Payments Made on the Borrower's Behalf.** Amounts advanced on the Borrower's behalf will be immediately due and may be added to the balance owing under the Debt.

E. **Termination.** You may terminate my right to obtain advances and may refuse to make any further extensions of credit.

F. **Set-Off.** You may use the right of set-off. This means you may set-off any amount due and payable under the terms of this Guaranty against any right I have to receive money from you.

My right to receive money from you includes any deposit or share account balance I have with you; any money owed to me on an item presented to you or in your possession for collection or exchange; and any repurchase agreement or other non-deposit obligation. "Any amount due and payable under the terms of this Guaranty" means the total amount to which you are entitled to demand payment under the terms of this Guaranty at the time you set-off.

Subject to any other written contract, if my right to receive money from you is also owned by someone who has not agreed to pay the Debt, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement.

Your right of set-off does not apply to an account or other obligation where my rights arise only in a representative capacity. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set-off against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

G. Waiver. Except as otherwise required by law, by choosing any one or more of these remedies you do not give up your right to use any other remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

12. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after Default, to the extent permitted by law, I agree to pay all expenses of collection, enforcement or protection of your rights and remedies under this Guaranty or any other document relating to the Debt. To the extent permitted by law, expenses include, but are not limited to, reasonable attorneys' fees, court costs and other legal expenses. All fees and expenses will be secured by the Property I have granted to you, if any. In addition, to the extent permitted by the United States Bankruptcy Code, I agree to pay the reasonable attorneys' fees incurred by you to protect your rights and interests in connection with any bankruptcy proceedings initiated by or against me.

13. WARRANTIES AND REPRESENTATIONS. I make to you the following warranties and representations which will continue as long as this Guaranty is in effect:

A. Power. I am duly organized, and validly existing and in good standing in all jurisdictions in which I operate. I have the power and authority to enter into this transaction and to carry on my business or activity as it is now being conducted and, as applicable, am qualified to do so in each jurisdiction in which I operate.

B. Authority. The execution, delivery and performance of this Guaranty and the obligation evidenced by this Guaranty are within my powers, have been duly authorized, have received all necessary governmental approval, will not violate any provision of law, or order of court or governmental agency, and will not violate any agreement to which I am a party or to which I am or any of my Property is subject.

C. Name and Place of Business. Other than previously disclosed in writing to you I have not changed my name or principal place of business within the last 10 years and have not used any other trade or fictitious name. Without your prior written consent, I do not and will not use any other name and will preserve my existing name, trade names and franchises.

In addition, I represent and warrant that this Guaranty was entered into at the request of the Borrower, and that I am satisfied regarding the Borrower's financial condition and existing indebtedness, authority to borrow and the use and intended use of all Debt proceeds. I further represent and warrant that I have not relied on any representations or omissions from you or any information provided by you respecting the Borrower, the Borrower's financial condition and existing indebtedness, the Borrower's authority to borrow or the Borrower's use and intended use of all Debt proceeds.

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15. APPLICABLE LAW. This Guaranty is governed by the laws of West Virginia, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.

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21. SIGNATURES. By signing under seal, I agree to the terms contained in this Guaranty. I also acknowledge receipt of a copy of this Guaranty.

GUARANTOR:

White Dodge, Inc.

By

C. E. White, President

(Seal)

LENDER:

United Bank, Inc.

By _____ (Seal)
Julie R Gurtis, Market President