

Commercial Loans
9201 Church Street
Manassas, VA 20110

Mr. and Ms. Hall, Owners
8312 Rolling Rd
Manassas, VA
20110

Dear Mr. and Ms. Hall:

Re: Term Loan (Loan Facility):

Branch Banking and Trust Company ("Bank") is pleased to offer its commitment to make the following loan(s) to Juliana's Sari-Sari Store, LLC ("Borrower"): Loan Facility is a term loan ("Loan") in the amount of Five Hundred and Eighty Three Thousand, Four Hundred and Forty US Dollars (\$583,440). This letter does not set forth all the terms and conditions of the loan(s) offered herein. Rather, it is only an outline, in summary form, of the major points of understanding which shall be the basis of the final Loan Documentation (all of which are collectively referred to as the "Loan Documents") which shall be drafted by Bank. The date on which the last of the Loan Documents is executed is hereinafter referred to as the "Closing Date". The Loan Documents shall have many terms and conditions not set forth herein, including but not limited to conditions precedent, representations and warranties, affirmative covenants, negative covenants, events of default, definition of terms, and other provisions customary to financing (1) by Bank generally and (2) of the type contemplated by this letter.

LOAN FACILITY:

Purpose. Proceeds of the Loan shall be used for the purchase of a condo unit in Gainesville, VA. The Borrower hereby certifies that no part of any real property acquired with the proceeds of or serving as collateral for the Loan offered herein has been acquired through the exercise of eminent domain by a governmental authority and will be used by the Borrower for private purposes.

Interest Rate. A fixed rate of Nine and One Eighth percent (9.125%) per annum fixed for 60 months.

Prepayment Fee. Each prepayment of the principal of the Loan, in whole or in part and whether voluntary, mandatory, upon acceleration or otherwise, shall be accompanied by the prepayment fee, if any, set forth in the Promissory Note evidencing the Loan (the "Note"). For any prepayment of the Loan the Bank shall be paid a prepayment fee as follows: 4% of the amount of principal prepayment if made during the first year, 4% of the amount of principal prepayment if made during the second year, 3% of the amount of the principal prepayment if made during the third year, 2% of the amount of the principal prepayment if made during the fourth year, and 1% of the amount of the principal prepayment if made during the fifth year.

Fees and Taxes. Payment upon acceptance of a non-refundable commitment fee of 1% of the loan amount which shall be deemed fully earned whether or not the Loan transaction contemplated herein closes, unless failure to close is due solely to our gross negligence or willful misconduct. In addition, Borrower shall pay any and all legal fees, recording fees, appraisal fees, documentary stamp and intangible taxes, and other costs incurred by Bank in connection with the making, documenting and closing of the Loan.

Repayment Terms. The Loan shall be repaid over Five (5) years. The first Six months of the loan will be on interest only payments. The loan will then change to Principal and Interest payments for the remainder of the Five years in equal monthly installments with the remaining unpaid balance due in full at the end of that Five (5) year period. The loan shall be amortized over Twenty (20) years.

Collateral. To secure payment of the Loan, Borrower and/or Debtor shall grant, pledge, or convey to Bank the following collateral:

1. A first and prior deed of Trust on the real property (the "Property") and improvements owned by Juliana's Sari-sari Store, LLC and situated in Prince William County, Virginia.

OTHER TERMS AND CONDITIONS:

The Loan and Line are hereinafter collectively called the "Credit".

Guarantees. Unconditional joint and several unlimited guarantees of payment of the Loan, including principal, interest, late fees, if any, and costs of collection, and all other indebtedness and obligations of Borrower to Bank, Elsie Hall and Stephen Hall.

Deposit Account(s). Borrower agrees to establish and maintain it primary operating account(s) with Bank as long as any part of the proposed loan remains outstanding.

Copy of Organizational Documents and Authorization. If requested by Bank, Borrower shall furnish a true and complete copy of Articles of Organization, Operating Agreement and Certificate of Filing as filed with the Virginia Secretary of State. Further, the Borrower hereby authorizes Bank to file such UCC Financing Statements describing the collateral in any location deemed necessary and appropriate by Bank in order to ensure that UCC filings are made on or prior to the anticipated Closing Date.

Hazard Insurance. On the Closing Date, Borrower shall provide Bank a hazard insurance policy for the replacement cost of the insurable items of the collateral, naming Bank as lienholder/loss payee. The insurance company issuing the policy must be acceptable to Bank.

Title Insurance. At least five days prior to the Closing Date, a title insurance company acceptable to Bank listing all liens, encumbrances, and easements covering the Property. On the Closing Date, a title insurance policy insuring Bank's interest as mortgagee for the full amount of the Credit which may contain only those exceptions acceptable to Bank. The insurance company issuing the policy must be acceptable to Bank.

Environmental Audit. Prior to closing Borrower shall obtain an environmental audit (ASTM Transaction Screen or Phase I) from an environmental firm acceptable to Bank, as Bank may require in its sole discretion, which shall be satisfactory to Bank in its sole discretion.

Appraisal. Prior to closing, an appraisal of the real property and improvements, ordered by and acceptable to Bank, indicating a value of at least \$686,400.

Survey. A current plat of survey of the Property, prepared and certified by a registered land surveyor or civil engineer shall be delivered to Bank at least ten (10) days prior to the Closing Date. The survey must show all the dimensions of the Property, together with appropriate courses and distances, all access routes from public streets, the distance to and names of the nearest intersecting streets, the location of all easements, rights of way, encroachments, set back and side lines, the location and dimensions of all existing buildings and improvements, special flood zones, if any, the location of all easements appurtenant to and a metes and bounds description of the Property.

Flood Certification or Insurance. Prior to the Closing Date, Bank will obtain from First American Flood Data Services, Inc. ("FAFDS"), a determination of whether the Property is located in a "special flood, mud slide, or erosion hazard area". If the Property is located within such an area, this commitment shall be unenforceable as to Bank unless Borrower provides Bank, prior to closing, with flood insurance acceptable to Bank in its sole discretion, naming Bank as mortgagee or loss payee.

Loan Agreement. The Borrower shall execute a comprehensive loan agreement which shall supersede any conflicting provisions of this Commitment Letter and all agreements formed by its acceptance, which shall contain, among other things:

A. Non-exclusive list of other covenants.

1. Borrower shall maintain its current form of existence; maintain adequate liability and hazard insurance on its buildings, equipment, and inventory; and comply with all local, state and federal laws and government regulations to which it is subject.
2. Borrower shall maintain its current management and ownership; and not be permitted to merge into or acquire the capital stock of any entity.
3. Borrower shall not be permitted to acquire substantially all of the assets of any other entity, or to sell any of its assets other than in the ordinary course of business.
4. Stockholders, officers, directors, and affiliates shall subordinate their loans to the Borrower, if any, to the Bank's Credit pursuant to Subordination Agreements satisfactory to Bank.

B. Financial Information. During the term of the Credit and as soon as available, Borrower shall provide to Bank, in form and content acceptable to Bank:

1. Its fiscal year-end financial statement as soon as available and in any event within 120 days of Borrower's fiscal year-end.
2. Its quarterly interim financial statements within 30 days of each quarter end.
3. Personal financial statements on all Guarantors dated within twelve months of statements previously provided and updated annually, and a complete copy of each Guarantor's personal Form 1040 tax return each year within 30 days of filing.

Other Documents and Terms. The Loan Documents may contain material terms and conditions designed to protect the position of Bank and its collateral. Bank shall require an opinion of the Borrower's counsel satisfactory to Bank and its counsel.

Non-Assignability or Modification of Commitment. The commitment evidenced by this letter shall not be assignable by you. The terms of this letter may not be waived or modified unless such waiver or modification is expressly stated as such and specifically agreed to by the parties in writing and shall be enforceable by Bank and its successors and assigns. The Loan Documents when executed shall evidence the final commitment to Borrower, and upon said execution, this letter shall have no further force or effect.

Indemnification by Borrower. Borrower agrees to indemnify and hold harmless Bank from and against any and all claims, damages, liabilities and expenses which may be incurred by or asserted against Bank in connection with any proceeding arising out of this commitment or Borrower's use of the proceeds of the Credit.

Confidentiality. Borrower shall keep the contents of this letter confidential and shall not use it or its contents as a representation of Borrower's credit worthiness. Third parties are cautioned against relying on the contents hereof in extending credit to Borrower in reliance hereon.

Basis of Commitment. The undersigned Borrower and Guarantors acknowledge that this Commitment is based materially upon financial information provided to it by Borrower and others, and the undersigned Borrower and Guarantors hereby warrant and represent that such information was true and correct in all material respects when rendered and that no material change has occurred therein through the date of the execution of this Commitment. All material facts relating to the Credit or to the assets, business, profits, prospects, or conditions (financial or otherwise) of the Borrower have been disclosed to Bank by Borrower and Guarantors.

Voidability of Commitment. This Commitment shall be voidable at the option of Bank should any of the following events occur:

1. A material adverse change in Borrower's or Guarantor's business, or financial condition, or disposal of a material portion of its assets other than in the ordinary course of business.
2. A proceeding is commenced by or against Borrower or any Guarantor under any bankruptcy or insolvency law.
3. A default by Borrower or any Guarantor on any other obligation they may have for money borrowed.
4. Any change in management or ownership of Borrower unacceptable to Bank.
5. Should any law or regulation affecting Bank entering into the financing transactions contemplated hereby impose upon Bank any potential obligation, fee, liability, loss, claim, cost, expense, or damage which is not contemplated herein.
6. Any violation or breach by Borrower of the terms of this Commitment.
7. Should the Borrower fail to provide sufficient information to the Bank to permit verification of the identity of the Borrower in accordance with the USA Patriot Act.

Acceptance and Closing Date. This Commitment shall expire if not accepted or extended in writing by the close of business on July 31st, 2007 (the "Commitment Expiration Date"). If this Commitment is accepted, time being of the essence, the Credit made pursuant hereto must close on or before the close of business on August 31st, 2007 (the "Closing Date"). Borrower acknowledges that the interest rate and other terms of the Credit outlined in the Commitment are based upon acceptance of this Commitment and closing of the Credit within the time periods set forth above and that these time periods are material factors in Bank offering this Commitment. However, Borrower shall retain the obligation, if the Commitment has been accepted, to pay any fees or expenses incurred by Bank in connection with the negotiation and preparation of this Commitment.

If this Commitment is acceptable to you, please indicate your acceptance by signing in the space provided below and returning the original letter to me. A copy is enclosed for your records. Upon its acceptance and execution of this Commitment, the Borrower hereby certifies to Bank that:

- a. It is incorporated, organized or registered in the State or Commonwealth of Virginia ^{filling office}.
- b. The name above is Borrower's exact legal name as registered and on file with the Virginia ^{filling office}.
- c. Its chief executive office (if Borrower/Debtor has more than one place of business), place of business (if Borrower/Debtor has one place of business), or principal residence (if Borrower/Debtor is an individual) is at the address set forth above.
- d. Its Tax Identification Number is 56-2813197.

We appreciate the opportunity to offer this Commitment to your company and look forward to establishing a continuing, mutually beneficial relationship.

Sincerely,

BRANCH BANKING AND TRUST COMPANY

By: Grant Baird
Title: Business Services Officer
Phone: 703-686-1256

Accepted: Juliana's Sari-Sari Store, LLC

By: _____
Name/Title: _____
Title: _____
Date: _____

By: _____
Name/Title: _____
Title: _____
Date: _____

Accepted by Guarantors:

(Elsie Hall)
Date: _____

(Stephen Hall)
Date: _____