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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

Debra R. McCaslin, Circuit Judge

Appellate Case No. 2022-001665

In the Matter of James Marshall Shoemaker, Jr.,

James Marshall Shoemaker, III, ...Appellant,

v.

Lesley R. Moore, Esq., as Personal Representative and Trustee, and
Edward Sloan Shoemaker and Jonathan Evans Shoemaker as Beneficiaries
and as Individuals, ...Respondents.

AND

James Marshall Shoemaker, III, ...Petitioner/Plaintiff,

v.

Lesley R. Moore, Esq. as Personal Representative and Trustee,
Edward Sloan Shoemaker and Jonathan Evans Shoemaker, ...Respondents/Defendants

SUPPLEMENTAL RECORD ON APPEAL

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STATE OF SOUTH CAROLINA
GREENVILLE COUNTY PROBATE COURT
HON. DEBORA A. FAULKNER

FILED
JUN 27 2019
GREENVILLE COUNTY
PROBATE COURT

JAMES MARSHALL SHOEMAKER, III

Petitioner/Plaintiff,

vs.

MARY HUNTER SLOAN SHOEMAKER,

EDWARD SLOAN SHOEMAKER,

JONATHAN EVANS SHOEMAKER,

DEBORA WINE,

LESLEY MOORE,

JOHN AND JAN DOE.

Respondents/Defendants

Case No.: 18-2301729

CIVIL SUMMONS
FOR FORMAL HEARING IN THE ESTATE OF
JAMES M. SHOEMAKER, JR.

TO THE RESPONDENT(S) ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Petition herein, a copy of which is herewith served upon you, and to serve a copy of your Answer to this Petition upon the petitioner, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the Petition, judgment by default will be rendered against you for the relief demanded in the Petition.

Date: June 27, 2019

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1859 Tecumseh Trail SE
Smyrna, Georgia 30080
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James Marshall Shoemaker III
James Marshall Shoemaker III
James Marshall Shoemaker III

SCCA 401PC (9/11)



Addresses for Service to Respondents

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FILED
JUN 27 2019
GREENVILLE COUNTY
PROBATE COURT

7 STATE OF SOUTH CAROLINA
8 GREENVILLE COUNTY PROBATE COURT
9 HON. DEBORA A. FAULKNER

10 JAMES MARSHAL SHOEMAKER III,
11 Petitioner/Plaintiff,

Case No.: 18-2301729

12 vs.

PETITION FOR FORMAL HEARING IN THE
ESTATE OF JAMES M. SHOEMAKER, JR.

13
14 MARY HUNTER SLOAN SHOEMAKER,
15 EDWARD SLOAN SHOEMAKER,
16 JONATHAN EVANS SHOEMAKER,
17 DEBORA WINE,
18 LESLEY MOORE,
19 JOHN AND JAN DOE.

20 Respondents/Defendants

21
22 My name is James Marshall Shoemaker III. I am the oldest son of James Marshall
23 Shoemaker Jr. My father passed away July 14, 2018.
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PETITION FOR FORMAL HEARING IN THE ESTATE OF JAMES M. SHOEMAKER, JR. - 1

1 At the time that my father executed the will that has been presented for probate in
2 this Court¹, he was suffering from last-stage pulmonary fibrosis, under constant hospice care,
3 under the influence of mind-altering pain medications and other chemical substances, and
4 suffering from long-term untreated alcoholism. Because he was basically suffocating to death,
5 heavily medicated, and emotionally and spiritually disturbed, he was not of sound mind over the
6 last several months of his life. He was also heavily influenced by my mother, Mary Hunter Sloan
7 Shoemaker, and my two brothers, Edward Sloan Shoemaker and Jonathan Evans Shoemaker.
8

9 My mother has suffered for the last several years from increasing impairment
10 cognitively, emotionally and spiritually, mainly from untreated chemical dependency, more
11 recently from Sundowner's Syndrome. My brothers stand to benefit substantially, both
12 financially and emotionally (per the twisted logic of severely dysfunctional families), if my
13 father were to amend his previous testamentary arrangements, under which the three brothers
14 shared equally, and exclude me from sharing in the estate remaining after my mother's death. As
15 a result of his weakened, disturbed and distorted state of mind during his final months, and the
16 collusion of my mother and brothers to vilify me to, and separate me from, my father, he was
17 persuaded to sign revisions of his will and trusts, less than three weeks before his passing, which
18 expressly excluded me from benefiting from his estate.
19
20

21 During the last several months of my father's life, my mother and brothers refused
22 to communicate with me the seriousness of my father's failing health. I only learned that people
23 were making their last visits to his bedside by a distant family friend who kindly reached out to
24
25

26
27 ¹ Exhibit 9 - Will of James M. Shoemaker, Jr. of June 24, 2018
28

1 me, outside of family channels, four weeks before his death. When my girlfriend and I attempted
2 to visit my father in person three weeks before his death, I was prevented from saying goodbye
3 to my father at his bedside by my mother, despite my repeated polite requests, in the presence of
4 my girlfriend, of my mother to allow me to have access to my father's bedroom. My mother's
5 influence over my relationship with my father was undue and hostile, in large part I believe
6 because of her own untreated emotional problems, and anger at me for suggesting that both she
7 and my father required treatment for chemical dependency.
8

9 My brothers have been edging me out of the family for years, in a cold and
10 calculated manner. Weeks before my father's death my brothers abused my trust and misused my
11 private communications to them, meant only for their eyes, (and the eyes of a concerned
12 Greenville Police Officer and Cary Hall, a former law partner of my father and co-trustee of his
13 Irrevocable Trust). In these communications I expressed clearly and specifically my concerns
14 about my parents' victimization in a successful elder fraud crime, and their declining mental and
15 emotional health, and general vulnerability. By placing these communications in front of my
16 father while he lay dying, they engendered in my heavily-medicated father a demented anger that
17 led to the last minute changes to his will. By placing these communications in front of my
18 mother, one or two days after my father's death, they engendered in my grieving and vulnerable
19 mother (who had 24 hours previously stated that she was looking forward to seeing me and my
20 children at the funeral, and related family gatherings) an extremely angry reaction towards me,
21 and her attempt to exclude me from my father's funeral. My brothers, through my mother, were
22 successful in excluding me from the gathering of my extended family the day before, and day of,
23 my father's funeral. Vulnerable and unstable in the best of times, now upset and turned fully
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PETITION FOR FORMAL HEARING IN THE ESTATE OF JAMES M. SHOEMAKER, JR. - 3

1 against me by my brothers' action, my mother also very unfortunately used the occasion to
2 attempt to drive a wedge between me and my children regarding their participation in the funeral.
3 As a result of my mother's and brothers' viciously hostile and political behavior days after my
4 father's death, my entire extended family shunned me at the service which I did attend. My
5 brothers refused to answer my phone calls and sincere letters in February 2019 seeking an
6 amends in our relationship. My mother has refused repeated attempts by phone and letter to have
7 a meeting with me and my uncle to talk about the estate situation in a calm, reasoned, informal
8 manner.
9

10 As a result of my father's highly disturbed and distorted state of mind during his
11 final months alive, and the collusion of my mother and brothers to vilify me to, and separate me
12 from, my father, he allegedly signed on June 24, 2019, revisions of his will and trusts². These
13 revisions expressly excluded me, and my children Mary and Peter, from benefiting from his
14 estate as originally intended, and twice later confirmed³. Although I am not certain, I believe that
15 the estate is valued somewhere between \$10,000,000 and \$15,000,000. It may even be larger.
16

17 Under conditions of physical, emotional and spiritual agony, my father was
18 influenced, three weeks before his death, to take drastic action contrary to the principles of love
19 and equity which he had previously shown explicitly, here documented, me and my brothers, and
20
21

22
23 ² Exhibit 9 - Will of James M. Shoemaker, Jr. of June 24, 2018;

24 Exhibit 10 - Restatement of the James M. Shoemaker, Jr. Revocable Trust of June 24,
25 2018

26 ³ Exhibit 5 - Will of James M. Shoemaker, Jr. of June 5, 2015;

27 Exhibit 6 - The James M. Shoemaker, Jr. Revocable Trust of June 5, 2015;

28 Exhibit 7 - Restatement of the James M. Shoemaker, Jr. Revocable Trust of December
23, 2016;

Exhibit 8 - First Amendment to the James M. Shoemaker, Jr. Revocable Trust of
February 2, 2018

1 all of our collective children, for the previous 20 years. On April 6, 1998, my father created an
2 Irrevocable Life Insurance Trust⁴ (value of \$4.9 million in 2010), second to die policy, the
3 proceeds of which are to be split in three equal parts between my two brothers, and my children
4 and me.⁵ On August 12, 2010, he wrote me (Marshall Shoemaker, Petitioner) a handwritten note
5 making very clear his intention to treat this three sons and their issue with complete equity.⁶ This
6 note from my father was followed one day later with confirmation from his two then law
7 partners, Cary Hall and Lesley Moore.⁷

8
9 On June 5, 2015, my father executed the first of four historical versions of his
10 Revocable Will and Trust.⁸ The language of love and fairness is unequivocal: "Upon POLLY's
11 (my mother's nickname) death, if any of the Grantor's issue survives POLLY, such property shall
12 be distributed as follows: One-third of such property shall be distributed to the Grantor's son,
13 MARSHALL . . . One-third of the property shall be distributed to the Grantor's son, SLOAN . . .
14 One-third of the property shall be distributed to the Grantor's son, JONATHAN . . . This
15 original Will and Trust model, of equal divisions to this three sons, was later formally confirmed
16 twice: in a restatement on December 23, 2016⁹, and an amendment on February 5, 2018¹⁰
17 (slightly more than six months prior to his passing). On three separate occasions, over 2.5 years,
18 he unequivocally affirmed his wish that sons and grandchildren, and their future children, be
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24 ⁴ Exhibit 2 - The John Hancock Life Insurance Policy, 59-148-650

25 ⁵ Exhibit 1 - The Shoemaker Family Trust of April 6, 1998

26 ⁶ Exhibit 3 - 081210 Letter from Dad to Marshall re: Irrevocable Trust

27 ⁷ Exhibit 4 - 081110 Letter from Hall and Moore to Marshall re: Irrevocable Trust

28 ⁸ Exhibit 5 - Will of James M. Shoemaker, Jr. of June 5, 2015;

Exhibit 6 - The James M. Shoemaker, Jr. Revocable Trust of June 5, 2015;

⁹ Exhibit 7 - Restatement of the James M. Shoemaker, Jr. Revocable Trust of December 23, 2016

¹⁰ Exhibit 8 - First Amendment to the James M. Shoemaker, Jr. Revocable Trust of February 2,
2018

1 treated in a fair, loving and equal manner, a manner designed with intention to leave a legacy of
2 family unity, cooperation and cohesion. It makes absolutely no sense that this sophisticated
3 businessman, an attorney himself, who previously fairly and equitably managed significant
4 wealth left for his three sons by his wife's father, would decide on his death bed to take action
5 which would predictably destroy the relationships between his offspring, and their offspring.
6

7 I hereby request that the Court set aside the Will and Trusts executed on June 24,
8 2018 ¹¹ and thereby revert to my father's repeated, clear, considered and rational wishes (as
9 expressed in his Will and Trusts of June 5, 2015, as restated on December 23, 2016, as amended
10 February 5, 2018)¹² to treat his three sons and their offspring equally.
11

12 The Court should grant the relief requested, because of the following (among
13 other things): 1) my father's long-term evidenced and sane wishes for the welfare of all of his
14 sons and grandchildren; 2) his incapacity at the time of the alleged revisions to his will; 3) my
15 mother's and brothers' actions (with so called professional assistance), which, three weeks before
16 his death, unduly influenced my very sick and vulnerable father, resulting in the changes to the
17 June 24, 2018, Will and Trusts¹³. The behavior referred to in item 3 above was graphically
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22 ¹¹ Exhibit 9 - Will of James M. Shoemaker, Jr. of June 24, 2018

23 Exhibit 10 - Restatement of the James M. Shoemaker, Jr. Revocable Trust of June 24,
24 2018

25 ¹² Exhibit 5 - Will of James M. Shoemaker, Jr. of June 5, 2015;

26 Exhibit 6 - The James M. Shoemaker, Jr. Revocable Trust of June 5, 2015;

27 Exhibit 7 - Restatement of the James M. Shoemaker, Jr. Revocable Trust of December
28 23, 2016;

Exhibit 8 - First Amendment to the James M. Shoemaker, Jr. Revocable Trust of
February 2, 2018

¹³ Exhibit 9 - Will of James M. Shoemaker, Jr. of June 24, 2018;

Exhibit 10 - Restatement of the James M. Shoemaker, Jr. Revocable Trust of June 24,
2018

1 repeated in the partially successful attempt by my mother and brothers, in the days after my
2 father's death, to exclude me from his funeral and related family gatherings.

3 I also request that the Court require the appointment of a **Guardian Ad Litem** for
4 my mother, Mary Hunter Sloan Shoemaker, and charge the Guardian to 1) take over from my
5 brothers as her health care power of attorney, 2) hire a team of medical and psychiatric doctors to
6 evaluate and treat her for chemical dependency (I believe a valium addiction), 3) replace her
7 current housekeeper Debora Wine, whom I suspect (and have so reported to the Greenville
8 Police, my brothers and attorney Cary Hall) as complicit in elder fraud against my parents, and
9 4) evaluate and hire a nationally reputable trust company to take over financial guardianship of
10 my mother's assets, and the future management and regular distributions of assets and income
11 under both of my father's Irrevocable and Revocable Trusts.
12

13 The attorney who is presently tasked with, and compensated for, administering
14 the Will and managing my father's Revocable Trusts, Lesley Moore, knew or should have known
15 of my father's lack of capacity and the undue influence of my mother and brothers, and yet did
16 nothing, and allowed her personal prejudice, and her self-interest in earning fees for service as
17 Personal Representative, Trustee and/or counsel to the same, to cloud her judgement. As such,
18 she is unable to fulfill her fiduciary duty of loyalty to all the beneficiaries, including me and my
19 children. Accordingly, I ask that the Court remove Lesley Moore from serving as Personal
20 Representative of my father's Estate, as Trustee of any Trust created by my Father or his Will,
21 and/or service as the attorney for any of the foregoing. I ask that the Court instead appoint a
22 nationally reputable trust company to serve as replacement Personal Representative and Trustee.
23

24 I have formed this opinion based on 1) Ms. Moore's expression of animus towards me in
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1 my first phone conversation with her in many years, when I called in December 2018 to ask for
2 copies of the estate documents six months after my father's death, and 2) Ms. Moore's expression
3 to me of having "great personal feelings" for, and very personal involvement in the day to day
4 lives of both my father, previously, and my mother, to this day. In January, February and March
5 of 2019, as I tried to recover from my shock at learning of the existence and impact of the last
6 hour Will revisions (which I assume Ms. Moore was paid to draft and put in writing and had
7 witnessed at my father's bedside), and to gather information about the history of my father's
8 estate plan, I did not receive professional, forthcoming and prompt responses from Attorney
9 Moore. She has proved herself lacking in the objectivity and assertiveness required to manage
10 both the money and the personalities component to this terrible and absolutely avoidable mess. I
11 do not know what actions she may have taken to encourage the last minute changes, three weeks
12 prior to death, by an unsound man, under undue influence, but it certainly seems by the evidence
13 that she was ineffective in any attempts, if at all made, to discourage the resulting financial and
14 interpersonal disaster for me, my children, my father's legacy and for the Shoemaker family as a
15 whole.
16
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19 Furthermore, I ask that the court grant me an award of any and all attorneys' fees,
20 and costs, incurred by me in connection with pursuing this matter.

21 Finally, I ask for all other legal and equitable relief to which I may be entitled.

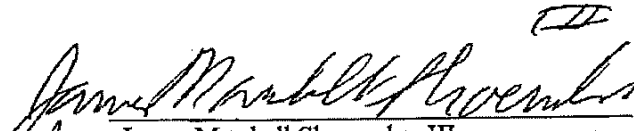
22 To the extent provided by law, I ask for a jury trial.

23 Since I am representing myself in this matter, and am completely without legal
24 training, I will undoubtedly make some mistakes in this complicated process. I request the Court
25 to please advise me how to correct any such mistakes.
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I beg the Court's intervention on the side of justice, compassion and the long term
best interests of all Shoemaker family members.

Date: June 27, 2019


James Marshall Shoemaker III


1 **Exhibit 1**

2 **The Shoemaker Family Trust of April 6, 1998**

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PETITION FOR FORMAL HEARING IN THE ESTATE OF JAMES M. SHOEMAKER, JR.

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

THE SHOEMAKER FAMILY TRUST

AGREEMENT OF TRUST

THIS AGREEMENT OF TRUST is made this 6th day of April, 1998, by and between JAMES M. SHOEMAKER, JR. and MARY S. SHOEMAKER (hereinafter individually referred to as the "Grantor" and collectively referred to as the "Grantors") and THE PALMETTO BANK (hereinafter referred to as the "Trustee") in order to establish a trust for the purposes and under the terms and conditions hereinafter stated.

The Grantors, in consideration of the covenants herein contained, hereby transfer and assign to the Trustee the assets which are more particularly described in Exhibit "A," attached hereto and by this reference made a part hereof.

The Trustee hereby acknowledges delivery of the assets described in Exhibit A and agrees to hold and manage said assets, together with all other property added to this trust, in trust, for the uses and in the manner hereinafter set forth.

This trust shall be known as "THE SHOEMAKER FAMILY TRUST."

ITEM I

DIVISION OF TRUST

Upon the execution hereof, this trust shall be divided into four separate share trusts as follows:

(a) One-sixth of all property comprising this trust or at anytime contributed to it shall be held by the Trustee, in trust, for the primary benefit of the Grantors' son, JAMES MARSHALL SHOEMAKER, III ("MARSHALL"), to be known as "THE JAMES MARSHALL SHOEMAKER, III LIFE TRUST," and said trust shall be held, administered and distributed in accordance with the provisions of Item II.

(b) One-sixth of all property comprising this trust or at anytime contributed to it shall be held by the Trustee, in trust, for the primary benefit of MARSHALL's children, to be known as "THE GRANDCHILDREN'S TRUST," and said trust shall be held, administered and distributed in accordance with the provisions of Item V.

(c) One-third of all property comprising this trust or at anytime contributed to it shall be held by the Trustee, in trust, for the primary benefit of the Grantors' son, EDWARD SLOAN SHOEMAKER ("SLOAN"), to be known as "THE EDWARD SLOAN SHOEMAKER LIFE TRUST," and said trust shall be held, administered and distributed in accordance with the provisions of Item III.

(d) One-third of all property comprising this trust or at anytime contributed to it shall be held by the Trustee, in trust, for the primary benefit of the Grantors' son, JONATHAN EVANS SHOEMAKER ("JONATHAN"), to be known as "THE JONATHAN EVANS SHOEMAKER TRUST," and said trust shall be held, administered and

distributed in accordance with the provisions of Item IV.

ITEM II

THE JAMES MARSHALL SHOEMAKER, III LIFE TRUST

The Trustee shall manage, invest and reinvest the assets of THE JAMES MARSHALL SHOEMAKER, III LIFE TRUST as a separate share trust and shall distribute the income and principal of said trust as follows:

(a) During the Grantors' lifetimes, the Trustee shall be authorized, in its sole and absolute discretion, to distribute to or for the benefit MARSHALL as much of the income and/or principal of this trust as the Trustee deems necessary or advisable to provide for the health, maintenance and support of MARSHALL in accordance with his accustomed standard of living. In making distributions from this trust, the Trustee shall take into consideration other income and assets of MARSHALL and of trusts known to the Trustee of which he is then a beneficiary. Any income of this trust that is not so distributed shall be accumulated and added to the principal of this trust.

(b) Upon the death of the survivor of the Grantors (the "Distribution Event"), this trust shall continue as a separate share trust for MARSHALL, if he is then living. During his lifetime, the Trustee shall distribute to MARSHALL or for his benefit as much of the net income of this trust as the Trustee, in its sole and absolute discretion, deems necessary or advisable

to provide for MARSHALL's health, maintenance and support in accordance with his accustomed standard of living prior to the Distribution Event. In making distributions from this trust, the Trustee shall take into consideration other income and assets of MARSHALL and of trusts known to the Trustee of which he is then a beneficiary. Any income of this trust not so distributed shall be accumulated and added to the principal of this trust.

(c) Upon MARSHALL's death, this trust shall terminate, and all property remaining in this trust at MARSHALL's death shall be distributed to such persons and/or entities, including MARSHALL's estate, and in such manner, in trust or otherwise, as MARSHALL, by his Last Will and Testament, may direct by express reference to this power. If or to the extent MARSHALL does not effectively exercise this general power of appointment, such property shall be distributed per stirpes among MARSHALL's issue who survive him, if any, and if none, then per stirpes among the Grantors' issue who survive MARSHALL, if any, and if none, then such property shall be distributed in accordance with the provisions of Item XXVI.

ITEM III

THE EDWARD SLOAN SHOEMAKER LIFE TRUST

The Trustee shall manage, invest and reinvest the assets of THE EDWARD SLOAN SHOEMAKER LIFE TRUST as a separate share trust as follows:

(a) During the Grantors' lifetimes, the Trustee shall be authorized, in its sole and absolute discretion, to distribute to or for the benefit SLOAN as much of the income and/or principal of this trust as the Trustee deems necessary or advisable to provide for the health, maintenance and support of SLOAN in accordance with his accustomed standard of living. In making distributions from this trust, the Trustee shall take into consideration other income and assets of SLOAN and of trusts known to the Trustee of which he is then a beneficiary. Any income of this trust that is not so distributed shall be accumulated and added to the principal of this trust.

(b) Upon the Distribution Event, this trust shall continue as a separate share trust for SLOAN, if he is then living. During his lifetime, the Trustee shall distribute to SLOAN or for his benefit all of the net income of this trust in semi-annual or more frequent installments. In addition, the Trustee shall distribute to SLOAN or for his benefit as much of the principal of this trust as the Trustee deems necessary or advisable, in its sole and absolute discretion, to provide for SLOAN's health, maintenance and support in accordance with his accustomed standard of living prior to the Distribution Event, to provide for his education, to enable him to marry, to travel, to purchase or construct a home and/or to enter a career or business. In addition, the Trustee shall be authorized, in its sole and

absolute discretion, to distribute as much of the principal of this trust as the Trustee deems necessary or advisable to provide for the health, maintenance and support of SLOAN's children in accordance with their accustomed standard of living and to provide for their education. The Grantors' primary desire is that SLOAN be suitably maintained and financially assisted during his lifetime in accordance with the standards set out in this paragraph and secondarily, that his children be suitably maintained and educated in accordance with the standards set out in this paragraph rather than that the principal of this trust be preserved until the termination of this trust, and the Trustee shall be guided by these desires in making distributions from this trust.

(c) Upon SLOAN's death, this trust shall terminate, and all property remaining in this trust at SLOAN's death shall be distributed to such persons and/or entities, including SLOAN's estate, and in such manner, in trust or otherwise, as SLOAN, by his Last Will and Testament, may direct by express reference to this power. If or to the extent SLOAN does not effectively exercise this general power of appointment, such property shall be distributed per stirpes among SLOAN's issue who survive him, if any, and if none, then per stirpes among the Grantors' issue who survive SLOAN, if any, and if none, then such property shall be distributed in accordance with the provisions of Item XXVI.

ITEM IV

THE JONATHAN EVANS SHOEMAKER TRUST

The Trustee shall manage, invest and reinvest the assets of THE JONATHAN EVANS SHOEMAKER TRUST as a separate share trust as follows:

(a) During the Grantors' lifetimes, the Trustee shall be authorized, in its sole and absolute discretion, to distribute to or for the benefit JONATHAN as much of the income and/or principal of this trust as the Trustee deems necessary or advisable to provide for the health, maintenance and support of JONATHAN in accordance with his accustomed standard of living. In making distributions from this trust, the Trustee shall take into consideration other income and assets of JONATHAN and of trusts known to the Trustee of which he is then a beneficiary. Any income of this trust that is not so distributed shall be accumulated and added to the principal of this trust.

(b) Upon the Distribution Event, this trust shall terminate, and all property then remaining in this trust shall be distributed outright to JONATHAN, if he is then living.

(c) If JONATHAN dies prior to the Distribution Event, then such property shall be distributed to such persons and/or entities, including JONATHAN's estate, and in such manner, in trust or otherwise, as JONATHAN, by his Last Will and Testament, may direct by express reference to this power. If or to the

extent JONATHAN does not effectively exercise this general power of appointment, such property shall be distributed per stirpes among JONATHAN's then living issue, if any, and if none, then per stirpes among the Grantors' then living issue, if any, and if none, then such property shall be distributed in accordance with the provisions of Item XXVI.

ITEM V

THE GRANDCHILDREN'S TRUST

The Trustee shall manage, invest, and reinvest the assets of THE GRANDCHILDREN'S TRUST as a separate share trust as follows:

(a) This trust shall be held as a separate share trust for the benefit of the class of MARSHALL's children (hereinafter individually referred to as a "Grandchild" and collectively as the "Grandchildren"). During the Grantors' lifetimes, the Trustee shall be authorized, in its sole and absolute discretion, to distribute to one or more among the Grandchildren or for their benefit as much or all of the income and/or principal of this trust as the Trustee deems necessary or advisable to provide for the health, maintenance, and support of the Grandchildren. In making distributions from this trust, the Trustee shall take into consideration other income and assets of the Grandchildren and of trusts known to the Trustee of which they or any of them are then beneficiaries or a beneficiary. Any income of this trust not so distributed shall be accumulated and added to the principal of

this trust. Distributions of income and principal need not be equal between or among the Grandchildren, but the Trustee shall make such distributions based on the needs and circumstances of each individual Grandchild.

(b) Upon the Distribution Event, this trust shall continue as a separate share trust for the benefit of the Grandchildren who are living at the Distribution Event. Grandchildren born after the Distribution Event or Grandchildren who die prior to the Distribution Event shall not be included in this class. After the Distribution Event and when each such Grandchild reaches the age of thirty-five years, or if any living Grandchild is thirty-five years of age or older at the Distribution Event, said Grandchild's interest in this trust shall terminate, and the Trustee shall distribute to the Grandchild an amount of the principal of this trust equal to the then value of the principal of this trust divided by the number of Grandchildren who are then beneficiaries of this trust, and the remaining principal shall continue in trust until all of the Grandchildren have reached the age of thirty-five years or have died, whichever shall first occur. In making distributions of principal to the Grandchildren as each Grandchild reaches age thirty-five, the Grantors acknowledge that said amounts may not be equal. If all the Grandchildren die prior to reaching age thirty-five years or prior to the Distribution Event, this trust shall terminate at

such time, and all property then remaining in this trust shall be distributed per stirpes upon MARSHALL's issue who are then living, if any, and if none, per stirpes among the Grantors' issue who are then living, if any, and if none, such property shall be distributed in accordance with provisions of Item XXVI.

ITEM VI

PAYMENT OF ESTATE TAXES AND EXPENSES

If (a) any property in this trust, including, but not limited to, the proceeds of any insurance policy, is included in either or both of the Grantors' gross estate(s) for federal estate tax purposes (such property is collectively referred to in this Item as the "Taxable Property") and (b) the property in the Grantors' probate estate(s) shall be insufficient to pay all estate, inheritance, succession, transfer, legacy and death taxes (collectively referred to in this agreement as "Estate Taxes") assessed or imposed on the Grantors' estate(s), and all expenses of administering the Grantors' estate(s), the Trustee, in its sole and absolute discretion, shall be authorized, but not directed, to pay from the Taxable Property such Taxable Property's proportionate share of any such Estate Taxes and/or expenses of administration.

ITEM VII

TRUSTS FOR CERTAIN YOUNGER BENEFICIARIES

(a) If, due to the death of a beneficiary of any separate trust created in this agreement, any distribution from any such trust is directed to be made outright to a person who is then the sole income beneficiary of any other then existing trust established by this agreement, such distribution shall not be made outright to such person, but instead shall be added to the principal of the trust of which such person is then the sole income beneficiary and shall thereafter be administered as a part of such trust.

(b) Except as is otherwise provided in paragraph (a) of this Item, whenever the Trustee of any trust described in this Item is directed to distribute any part of the principal of any such trust outright to a person who has not attained the age of twenty-five years at the time for such distribution, such person's share shall be fully and indefeasibly vested in such person at the time for the creation of his or her share, but shall not be distributed outright to him or her at such time. Rather, the Trustee shall continue to hold such share in a separate trust for the benefit of such beneficiary until the first to occur of the following events: (1) the day such beneficiary attains the age of twenty-five years; or (2) the Vesting

Date; at which time, such beneficiary's trust shall terminate, and all property then remaining in such beneficiary's trust shall be distributed outright to him or her. During the period of each such trust, the Trustee shall hold, manage, invest and reinvest the property of such trust, and shall distribute to such beneficiary or for his or her benefit as much of the income and/or principal of such beneficiary's respective trust as the Trustee deems necessary or advisable to provide for the health, maintenance and support of such beneficiary in accordance with his or her accustomed standard of living and to provide for the education of such beneficiary. The income of any trust not so distributed shall be accumulated and added to the principal of such trust. If such beneficiary dies after the time for the creation of his or her share but prior to the time for the termination of his or her trust, such beneficiary's trust shall terminate at such beneficiary's death, and the Trustee shall distribute all property then remaining in such beneficiary's trust to such beneficiary's estate.

(c) The provisions of this Item shall not apply to the extent they may conflict with or restrict in any manner (1) the exercise of any power of appointment created in this agreement or (2) the Trustee's duty and/or authority to distribute the income or principal of any trust described in this agreement to or for the benefit of any beneficiary during the term of the trust of

which such person is then a beneficiary as is otherwise provided in this agreement.

(d) If, at any time, in the Trustee's sole and absolute discretion, the total fair market value of the assets of any trust established or to be established pursuant to this Item is so small that the Trustee deems it inadvisable to create or continue such trust, the Trustee shall be authorized not to establish such trust, or shall be authorized to terminate such trust, and, in such event, the property then to be distributed to or to be held in such trust shall be distributed to the person who is then, or who would then be, entitled to the income of such trust, or if such person is then a minor, to a custodian (to be selected by the Trustee) under the applicable gifts to minors act.

ITEM VIII

RULE AGAINST PERPETUITIES SAVINGS CLAUSE

(a) Notwithstanding any provision of this agreement to the contrary, unless sooner vested as herein provided, on the Vesting Date, all property of every trust created by this agreement shall vest in and immediately be distributed to the income beneficiary thereof.

(b) Notwithstanding any provision of this agreement to the contrary, no power of appointment created in this agreement shall be exercisable by any person after the Vesting Date; nor shall

any person have the power to exercise any power of appointment created in this agreement in any manner as could delay the vesting of any property of this trust beyond the Vesting Date. If any person attempts to exercise any such power in any manner which could delay the vesting of any property of this trust beyond the Vesting Date, such exercise shall not be void, but, unless sooner vested according to the terms of such exercise, all property which shall be the subject of any such exercise shall, on the Vesting Date, vest in and immediately be distributed: (1) to the income beneficiary thereof, or (2) if at such time there is more than one income beneficiary, then to such income beneficiaries in proportion to their right to receive such income, if that right is a fixed percentage, and if that right is not a fixed percentage, then in equal shares among such income beneficiaries; provided, however, that no separate equal share shall be created for or distributed to any income beneficiary who is a descendant of any other income beneficiary who is living on the Vesting Date unless such descendant shall have a fixed right to the income of the trust in question.

(c) The provisions of this Item are intended to prevent any possible violation of the rule against perpetuities, and they shall be construed accordingly.

ITEM IX

SPENDTHRIFT CLAUSE

After the Grantors' deaths, payments of principal and income payable or to become payable to the beneficiary of any trust or share thereof created hereunder shall not be subject to anticipation, assignment, pledge, sale or transfer in any manner, nor shall any said beneficiary have the power to anticipate or encumber such interest, nor shall such interest, while in the possession of the Trustee, be liable for, or subject to, the debts, contracts, obligations, liabilities or torts of any beneficiary.

ITEM X

PRESUMPTIONS OF SURVIVORSHIP

(a) If any beneficiary hereunder and either or both of the Grantors die simultaneously or under such circumstances that it cannot be determined who survived the other, it shall be presumed that the Grantor(s) survived, and this agreement and all of its provisions shall be construed upon that presumption.

(b) If any two or more beneficiaries hereunder die simultaneously or under such circumstances that it cannot be determined who survived the other(s), and if, pursuant to the provisions of this agreement, the death of one such beneficiary is an event which causes a distribution of any property of any trust created in this agreement and/or otherwise passing hereunder, it shall be presumed that the beneficiary whose death causes such

distribution survived the other beneficiary (or beneficiaries), and this agreement and all of its provisions shall be construed upon that presumption.

ITEM XI

POWERS AND DUTIES OF TRUSTEES

In extension and not in limitation of the powers given by law or other provisions of this agreement, the Trustee of each trust created herein, and all successor Trustees, in the management, care and disposition of the trusts created herein shall have the power to do all things and to execute such instruments as, in their discretion, may be necessary or proper, including the following powers, all of which may be exercised without order of or report to any officer, court or tribunal:

(a) To sell upon such terms and conditions as it in its sole discretion may determine, including, but not limited to, the power to sell at public or private sale with or without advertisement for cash or on credit.

(b) To invest and reinvest in, and to acquire by exchange or otherwise, property of any character, including stocks of any classification, obligations or other property, real or personal, whether or not of the same kind, and participation in any common trust fund (including any common trust fund maintained by a fiduciary), without regard to diversification.

(c) To retain property of any kind received by it, without regard to diversification and without being limited to the

investments authorized by law for the investment of trust funds and without liability for diminution in value of any property so retained.

(d) To form a corporation using all or any part of the assets of the trust estate and to hold the stock of such corporation as an asset of the trust estate.

(e) To exercise each and every option and privilege under any policy of insurance owned or payable to a fiduciary or any trust hereunder.

(f) To join in, consent to or become a party to any reorganization, merger, consolidation, dissolution, readjustment, exchange or other transaction and any plan or action thereunder or in connection therewith; to deposit any such property with any protective, reorganization or similar committee; to delegate discretionary powers thereto and to share in payment of its expenses and compensation and to pay any assessments levied with respect to such property and to receive property under any reorganization, merger, consolidation, dissolution, readjustment, exchange or other transaction whether or not the same be authorized by law for the investment of trust funds.

(g) To enter into a limited partnership agreement.

(h) To exercise all conversion, subscription, voting and other rights of whatsoever nature pertaining to any such property and to grant proxies, discretionary or otherwise, with respect thereto.

(i) To make and retain joint investments of undivided interests in any property, real or personal, whether or not all the property be held hereunder and whether the provisions under which such other property is held are similar.

(j) With respect to any real property (including real property acquired on foreclosure or by deed in lieu thereof) at any time held hereunder, to sell, exchange, partition, lease, sublease, mortgage, improve or otherwise alter the same upon such terms as it may deem proper and to execute and deliver deeds, leases, mortgages or other instruments relating thereto. Any lease may be made for such period of time as the fiduciary may deem proper and without the approval of any court and may extend beyond the term of any trust created thereunder.

(k) To extend the time of payment of any obligation and/or security held by it, or of any installment of principal or interest or to hold such obligation and/or security after maturity is past due; to consent to the alteration or modification of any terms thereof and/or waive defaults in the performance of the terms thereof; to foreclose any such mortgage or security or compromise or settle claims thereunder; to take over, take title to or manage the property, or any part thereof affected by any such mortgage or security agreement, either temporarily or permanently, and in partial or complete satisfaction of any claim thereunder; to protect such property against or redeem it from foreclosure or nonpayment of taxes, assessments or other liens;

to insure, protect, maintain and repair such property; and generally, without limitation by the foregoing specifications, to exercise with respect to such obligation and/or security or such property all rights and powers as may be exercised by a person owning similar property in his/her/its own right.

(l) To borrow money from any person or corporation (including any fiduciary hereunder) for any purpose without resorting to the sale of any assets; and, for the purpose of securing the payment thereof, to pledge, mortgage or otherwise encumber any and all property upon such terms, covenants and conditions as it may deem proper; and also to extend the time of payment of any loans or encumbrances which at any time may be encumbrances on any such property irrespective of by whom the same were made or by whom the obligation may or should ultimately be borne, upon such terms, covenants and conditions as the fiduciary may deem proper.

(m) To exercise any and all the powers, authorities and discretions provided herein in respect to any shares of stock of the fiduciary and any successor corporation whether by merger, consolidation, reorganization, sale or otherwise.

(n) To register any property in the name of its nominee, or to hold the same unregistered, or in such form that title shall pass by delivery.

(o) To distribute in cash or in kind or partly in cash and partly in kind.

(p) To abandon, settle, compromise, extend, renew, modify, release, adjust, or submit to arbitration in whole or in part and without the order or decree of any court any and all claims whether such claims would increase or decrease the assets held hereunder.

(q) To decide with absolute discretion how commissions, attorneys' fees and other administration expenses shall be taken as tax deductions and to charge fiduciary commissions to principal and/or income, and the determination in this respect shall be final and conclusive upon all persons interested hereunder whether or not the amount of their respective interest or shares are thereby affected; provided, however, that adjustments between principal and income may, in the exercise of the fiduciary's absolute discretion, be made if deemed advisable.

(r) To determine whether or not to amortize the premium on any investment, or to allocate to income all or any part of any discount on any investment and the decision with respect thereto shall be conclusive upon all parties interested hereunder.

(s) To consider, insofar as permitted by law, all extraordinary dividends, whether in cash or in stock, and all realized appreciation in the value of stocks, bonds, securities or other property, resulting from the sale or other disposition thereof, principal and not income, but ordinary stock dividends paid regularly by a corporation in lieu of or in addition to regular cash dividends shall be considered income and not principal;

provided, however, that the determination by the fiduciary as to whether any dividends shall be apportioned or allocated in whole or in part to principal or income shall, insofar as permitted by law, be conclusive and binding upon all persons now or hereafter interested in the trust estates.

(t) To keep adequate books and records of receipts, disbursements and transactions in accordance with generally accepted accounting procedures and to set up or not set up reserves for depreciation and/or obsolescence and to allocate such depreciation and/or obsolescence against income and/or corpus as the fiduciary in his/her/its sole discretion shall deem advisable. Such books and records shall be opened to any beneficiary for inspection at reasonable times and intervals.

(u) To administer any two or more of the trusts herein created or any parts thereof together or as a single fund by holding the principal of such trusts in one or more consolidated funds in which the separate trusts shall have undivided interests.

(v) To invest, so far as permitted by law, all or such portions of the trust assets as the fiduciary deems advisable in bonds of foreign governments or political subdivisions and in stocks, bonds or other securities of foreign corporations and in real estate located in foreign countries.

(w) If the administration of any trust created herein is required in any jurisdiction in which the fiduciary, for any

reason, cannot serve, the fiduciary shall be authorized to appoint a fiduciary to serve in such jurisdiction.

(x) To file such returns as may be required under the tax laws of the United States, any state, any political subdivision of any state or any foreign country; to make any election permitted by any tax law, if, in the fiduciary's opinion, such election is in the best interest of any trust created herein; and to agree to such apportionment of taxes and application of estimate tax payments, refunds and credits as the fiduciary deems equitable under all the circumstances.

(y) In the valuation and distribution of this trust and/or in the division of this trust into separate trusts and shares, the Trustees shall be authorized to make such distributions and/or divisions in money or in kind or in both, regardless of the basis for income tax purposes of any property so distributed or divided, and the distributions and divisions so made and the values established by the Trustee shall be binding and conclusive on all persons taking hereunder if such valuations, distributions and/or divisions are made in good faith. In making such distributions or divisions, the Trustee may allot undivided interests in the same property to several trusts or shares.

(z) The Grantors authorize, but do not direct, the Trustee to divide any trust established by this agreement, at any time, into two or more separate trusts so that the federal generation-skipping transfer tax inclusion ratio as defined in I.R.C.

Section 2642(a) for each trust shall be either zero or one. All such separate trusts shall have the identical provisions as the original trust from which they shall have been divided; provided, however, that the Trustee, in making discretionary distributions from such trusts, shall be authorized to make such discretionary distributions in such manner as the Trustee shall deem advisable and shall not be required to make such distributions pro rata or equally from such trusts.

ITEM XII

IRREVOCABILITY

The trusts established by this agreement are and shall be irrevocable and, after the execution of this agreement, the Grantors shall have no right, title or interest in, or power, privilege or incident of ownership regarding any of the property which is at this time or may at any time hereafter be contributed to such trusts, and the Grantors shall have no right to alter, amend, revoke or terminate any trust created herein, or any provision of this agreement.

ITEM XIII

THIRD PARTIES

No corporation, transfer agent or other person dealing with the Trustee hereunder shall be obligated to follow the application of any money or property delivered to the Trustee or to examine the terms upon which any property is held by the Trust

ees, but any such corporation, transfer agent or other person may deal with any such property and with the Trustee as if the Trustee were the owner thereof, free of any trust.

ITEM XIV

CONTRIBUTIONS OF ADDITIONAL PROPERTY

The Grantors, as well as others, shall have the right at any time, and from time to time, to add to any or all of the trusts created herein by depositing insurance policies, property and/or money with the Trustee hereunder, and all such policies, property and money so deposited shall be held and distributed by the Trustee in all respects as if such property had been a part of the property originally deposited hereunder.

ITEM XV

PROHIBITION AGAINST SELF-DEALING

No powers of the Trustee enumerated herein or now or hereafter conferred upon trustees generally shall be construed to enable the Grantors or the Trustee, or any other person, to purchase, exchange or otherwise deal with or dispose of all or any part of the principal or income of the trusts created herein for less than adequate consideration in money or money's worth, or to enable the Grantors to borrow all or any part of the principal or income of such trusts, directly or indirectly, without adequate interest and security. No person, other than the Trustee, shall have or exercise the power to vote or direct the

voting of any stock or other securities of these trusts, to control investments or reinvestments, to veto proposed investments or reinvestments, or to reacquire or exchange any property of these trusts by substituting other property of an equivalent value.

ITEM XVI

APPLICABLE LAW

Notwithstanding the fact that the Grantors, any or all beneficiaries or the Trustee may now or at any future time be domiciled elsewhere than in the State of South Carolina, this instrument and the trusts created herein shall be regarded for all purposes as a South Carolina instrument and as South Carolina trusts, and the validity and construction thereof shall be determined and governed in all respects by the laws of the State of South Carolina, and the trusts, powers and provisions herein contained shall be administered, exercised and carried into effect under the laws of the State of South Carolina.

ITEM XVII

DEFINITIONS OF TERMS USED IN THIS AGREEMENT

(a) All references to "child" or "children" mean lawful blood descendants in the first degree of the parent designated and all references to "issue" and "descendants" mean lawful blood descendants in the first, second or any other degree of the ancestor designated; provided always, however, that an adopted

child and such adopted child's issue, whether natural or adopted, shall be considered in this agreement as lawful blood descendants of the adopting parent or parents and of anyone who is by blood or adoption an ancestor of the adopting parent or of either of the adopting parents, and shall not be considered issue of the adopted child's natural parents; except that where a child is adopted by a spouse of one of his or her natural parents, such child shall be considered issue of such natural parent as well as issue of the adopting parent.

(b) All references to the "Vesting Date" shall refer to the day preceding the twenty-first anniversary of the death of the survivor of the Grantors and those of the Grantors' issue who are living at the date of the execution of this agreement.

(c) All references to "education" shall refer to the education of the beneficiary in question at any available level at any formal educational institution, whether or not accredited, including preschool, elementary, secondary, vocational, college and postgraduate schools and shall include, but shall not be limited to, such expenses as tuition, books, laboratory fees, educational equipment and supplies, private lessons, counseling, housing, board, travel to and from the educational institution in question, and all such other expenditures as the Trustee may deem appropriate to enable the beneficiary in question to further his or her education.

(d) Unless otherwise expressly provided herein to the contrary, all references to an "Item" or to "Items" shall refer to Item(s) of this agreement.

(e) All references to "Interested Parties" shall refer to the following applicable individuals and/or entities: to all then serving Trustees of the trust in question; to the successor Trustees or Co-Trustee or other fiduciary being appointed in the instrument in question; to the fiduciary being replaced; and to all persons then entitled to receive income from the trust in question, or to the guardian(s) of such persons.

(f) All references to "section(s)" and "chapter(s)" of the Internal Revenue Code are to section(s) and chapter(s) of the Internal Revenue Code of 1986 presently in force or as such section(s), chapter(s) and/or code from time to time may be amended or superseded.

(g) Unless otherwise provided herein, when the term "Trustee(s)" is used in this agreement, it shall include all persons and/or institutions, whether singular or plural, masculine or feminine, then acting as Co-Trustees or as sole Trustee, as the case may be.

(h) All references to "THE PALMETTO BANK" shall refer to THE PALMETTO BANK, Laurens, South Carolina, and all institutions having trust powers into which it may be merged or consolidated or which may succeed it.

ITEM XVIII

OWNER AND BENEFICIARY OF POLICIES

The Trustee is hereby vested with all right, title and interest in and to any policies of insurance which are acquired by the Trustee, and the Trustee is authorized and empowered to exercise and enjoy, for the purposes of the trusts created herein and as absolute owner of such policies of insurance, all options, benefits, rights and privileges under such policies, including, but not limited to, the right to borrow upon such policies, to pledge them for a loan or loans, to collect the cash surrender value, to receive any dividends, to elect settlement options, and to collect the proceeds thereof, including double and triple indemnity benefits, if any. All such policies purchased by the Trustee and which from time to time may be owned by the Trustee as assets of this trust and all policies of life insurance which are hereby transferred to this trust are collectively referred to in this instrument as "policies" or "insurance policies." The insurance companies which issued such policies are hereby authorized and directed to recognize the Trustee as absolute owner of such policies of insurance, and any receipts, releases and other instruments executed by the Trustee in connection with such policies shall be binding and conclusive upon the insurance companies and upon all persons interested in this trust. The Grantors hereby relinquish all rights and powers, if any, in such policies of insurance and, at the request of the Trustee, will

execute all other instruments reasonably required to effect such relinquishment.

ITEM XIX

CERTAIN LOANS AND PURCHASES

Upon the death of the survivor of the Grantors, the Trustee may, within the Trustee's absolute discretion, but only after reaching an agreement with the personal representative of the estate of the survivor of the Grantors, purchase at fair market value and thereafter continue to hold assets of every kind from the estate of the survivor of the Grantors and make loans and advances to such estate on any terms deemed advisable by the Trustee. For this purpose, the Trustee shall be empowered to receive from the insurance companies issuing any such policies of insurance such parts of the proceeds thereof as are required for such purchase, loan or advance. The propriety of such transaction, the amount involved, the ascertainment of fair market value and the terms of any purchase, loan or advance shall be solely within the discretion of the Trustee, and the Trustee shall incur no liability as a result thereof whether or not any such purchased assets constitute investments which ordinarily would be considered suitable for a trust investment, even to the extent of keeping all funds of the trust in one type of investment.

ITEM XX

PAYMENT OF PREMIUMS

The Trustee is authorized, in its discretion, to apply trust assets to the payment of premiums on the policies, but the Trustee shall be under no obligation to pay the premiums which may become due and payable under the provisions of the policies or to make certain that such premiums are paid by the Grantors or others or to notify any person of the non-payment of such premiums, and the Trustee shall be under no responsibility of any kind in case such premiums are not paid except the Trustee may apply any dividend received by the Trustee on such policies to the payment of premiums thereon. Upon notice at any time during the continuance of this trust that premiums due upon such policies are in default, or that premiums to become due will not be paid either by the Grantors or by any other person, the Trustee, within the Trustee's sole discretion, may apply any cash values attributable to such policies to the purchase of paid-up insurance or of extended insurance, or may borrow upon such policies for the payment of premiums due thereon, or may accept the cash values of such policies upon their forfeiture.

ITEM XXI

SAFE-KEEPING OF POLICIES AND COLLECTION AND DISTRIBUTION OF PROCEEDS

The Trustee shall have the obligation and duty to safely keep the policies, to receive such sums as may be paid to the

Trustee by the companies issuing the policies in accordance with the requirements of this trust, and to hold and disburse such proceeds subject to the terms of this agreement. Except as otherwise may be expressly provided in this agreement or required by law, the Trustee shall have no further obligation or duty with respect to the policies. Upon the death of the insured(s) under the policies, the Trustee shall make reasonable efforts to carry out the provisions of this agreement, including the collection of any amount due under such policies and the maintenance or defense of any suit; provided, however, the Trustee shall be under no duty to maintain or enter into any litigation unless the Trustee's expenses, including counsel fees and costs, have been advanced or guaranteed in an amount and in a manner reasonably satisfactory to the Trustee. The Trustee may be reimbursed from the income and/or principal of this trust for such fees and costs and for all other advances made by the Trustee on behalf of this trust.

ITEM XXII

CORPORATE TRUSTEE COMPENSATION

Any corporate Trustee serving hereunder shall receive such compensation for its services as it normally charges to administer similar trusts under its regularly published fee schedule as the same may from time to time be amended. If the compensation of such corporate trustee is not legally and effectively specified by any such fee schedule or by agreement, then the

corporate Trustee shall receive the compensation specified in that fee schedule respecting this type trust which is in use by such corporate Trustee at the date of the execution of this agreement. Under no circumstances may the Grantors serve as Trustee or Co-Trustee of any trust created herein.

ITEM XXIII

EXERCISE OF TESTAMENTARY POWERS OF
APPOINTMENT CREATED HEREIN

In determining whether any donee of a testamentary power of appointment created in this agreement has effectively exercised any such power, the Trustee of the trust over which the donee has such power shall be protected (a) in relying upon an instrument admitted to probate in any jurisdiction as the Last Will and Testament of the donee in question, or, (b) in the event the Trustee has no notice of the existence of a Last Will and Testament of such donee within six months following such donee's death, in acting upon the assumption that the donee in question died intestate.

ITEM XXIV

RESTRICTIONS ON DISTRIBUTIONS

Notwithstanding any provision of this agreement to the contrary, if at any time any person who is serving as a Co-Trustee or as sole Trustee of any trust described this agreement shall have a legal obligation to support any beneficiary of any such trust, during such time as such person is serving as a Co-

Trustee of such trust, he or she shall have no right to participate in any decision regarding any distribution or proposed distribution of the income or principal of such trust to or for the benefit of any beneficiary whom such person at such time shall have a legal obligation to support, and all such decisions shall be made by the remaining Co-Trustee(s) of such trust, acting in their, or in his, her or its fiduciary capacities or capacity, and while such person is serving as sole Trustee of any such trust, such person shall not be authorized to distribute any income or principal of such trust to or for the benefit of any beneficiary whom such person at such time shall have a legal obligation to support if such distribution would discharge any legal obligation which such sole Trustee may have to support such beneficiary.

ITEM XXV

AUTHORITY TO MERGE SUBSTANTIALLY SIMILAR TRUSTS

If at any time during the administration of any trust created in this agreement or at the time for the funding of any such trust (each such trust is referred to in this Item as a "Subject Trust"), the person(s) who or entity which is/are then serving, or appointed to serve, as Trustee of the Subject Trust shall also be serving or appointed to serve as Trustee of another trust, the beneficiaries of which other trust are identical and the provisions, including tax characteristics, of which other trust are, in the discretion of the Trustee, substantially

similar to those of the Subject Trust (such other trust is referred to in this Item as the "Other Trust"), the Trustee shall be authorized to merge the assets of the Subject Trust and those of the Other Trust so that one trust (the "Merged Trust") will result, and the Grantors authorize the Trustee of the Merged Trust to rename such trust with such name as such Trustee shall deem appropriate, and to designate which trust agreement, Will or other document shall thereafter be deemed to be the governing instrument for such Merged Trust; provided, however, that if the Subject Trust and the Other Trust shall have different vesting dates, the vesting date for the Merged Trust shall be the earlier of the two vesting dates. The Trustee shall be required to give thirty days advance written notice of all actions taken pursuant to the provisions of this Item to all then living beneficiaries of the Subject Trust and the Other Trust.

ITEM XXVI

CONTINGENT BENEFICIARIES

(a) If, pursuant to any provision of this agreement, the Trustee of any trust created in this agreement is directed to distribute any property remaining in any such trust in accordance with the provisions of this Item, the Trustee shall distribute all property passing under this Item as follows:

- (1) One-half of such property shall be distributed as follows:

(A) The lesser of Twenty-Five percent (25%) of such property or Two Hundred Fifty Thousand Dollars (\$250,000.00) in cash, or, in the discretion of the Trustee, in property having such value, shall be distributed to THE COMMUNITY FOUNDATION OF GREATER GREENVILLE, Greenville, South Carolina, or to its successor; to be used for such purposes as the governing board of said organization shall deem advisable.

(B) The lesser of Twenty-Five percent (25%) of such property or Two Hundred Fifty Thousand Dollars (\$250,000.00) in cash, or, in the discretion of the Trustee, in property having such value, shall be distributed to the UNIVERSITY OF VIRGINIA LAW SCHOOL FOUNDATION, Charlottesville, Virginia, or to its successor, to be used for such purposes as the governing board of said organization shall deem advisable.

(C) The lesser of Twenty-Five percent (25%) of such property or Two Hundred Fifty Thousand Dollars (\$250,000.00) in cash, or, in the discretion of the Trustee, in property having such value, shall be distributed to CHRIST CHURCH ENDOWMENT CORPORATION, Greenville, South Carolina, or to its successor, to be

used for such purposes as the governing board of said organization shall deem advisable.

(D) The balance of such property shall be distributed in equal shares to, THOMAS COE SHOEMAKER and KATYA S. SPICUZZA, if they are living at the Distribution Date; provided, that the share of any deceased beneficiary shall be distributed per stirpes among the issue who survive the Distribution Date of said deceased beneficiary.

(2) One-half of such property shall be distributed as follows:

(A) Twenty-five percent (25%) of such property shall be distributed to SWEET BRIAR COLLEGE, or to its successor, to be used for such purposes as the governing board of said organization shall deem advisable.

(B) Twenty-five percent (25%) of such property shall be distributed to CHATHAM HALL SCHOOL, or to its successor, to be used for such purposes as the governing board of said organization shall deem advisable.

(C) Fifty percent (50%) of such property shall be distributed to THE COMMUNITY FOUNDATION OF GREATER GREENVILLE, Greenville, South Carolina, or to its

successor, to be used for the following purposes: one-half of such share shall be used to create, if not in existence, or added to THE POLLY SHOEMAKER REEDY RIVER FALLS PARK MEMORIAL FUND, the income from which shall be used for the beautification of the Reedy River Falls Park and Falls Cottage located in Greenville, South Carolina; and one-half of such share shall be distributed to or used for the GREENVILLE FREE MEDICAL CLINIC, Greenville, South Carolina.

(b) The provisions contained in this Item are included in this agreement solely for the purpose of providing for the disposition of any property remaining in any trust created herein in the unlikely event that the primary beneficiary or beneficiaries of such trust should all die prior to the time for the termination of such trust. The Grantors accordingly direct the Trustee of each and every trust created in this agreement, so far as is consistent with the provisions of this agreement, to give no consideration to reserving funds or properties for distributions pursuant to the provisions of this Item. Furthermore, the Trustee shall be under no duty to notify the beneficiaries named or described in this Item of the nature and extent of this contingent provision until any interest created in this Item shall vest, if that shall ever happen.

ITEM XXVII

LIABILITIES OF FIDUCIARIES

No Trustee hereunder, or any successor or substitute there-
to, shall be liable for any loss to the assets of any trust
hereunder, except for bad faith or willful misconduct. No corpo-
rate Trustee shall be held to a greater degree of responsibility
hereunder than is provided by the laws of the State of South
Carolina then in effect. Any corporate successor to the trust
business of the corporate fiduciary designated herein or at any
time acting hereunder shall succeed to the capacity of its prede-
cessor without conveyance or transfer.

ITEM XXVIII

APPOINTMENT OF SUCCESSOR TRUSTEES

(a) If for any reason THE PALMETTO BANK is unable or
unwilling to continue serving as Trustee hereunder, the persons
at the time comprising the Board of Directors of the legal
Professional Association now bearing the name WYCHE, BURGESS,
FREEMAN & PARHAM, P.A. shall, by majority vote taken at a duly
held Board meeting, designate a successor Trustee for any Trustee
failing or ceasing to serve.

In the event any such successor Trustee fails or ceases to
serve in the capacity designated, a successor Trustee shall be
appointed in the same manner.

In addition, said law firm shall have the power at any time
and for any reason to remove any Trustee serving hereunder and to

appoint a successor thereto. Any such removal shall be in writing with a copy delivered by hand or my mail to all Interested Parties.

Any successor Trustee so appointed shall possess all the rights and powers of each Trustee herein first named to the same extent as though originally named herein by the Grantors in this agreement.

Evidence of the appointment and qualification of any successor Trustee shall be conclusively presumed from a copy of the pertinent resolution of the Board of Directors of such Professional Association certified to by the Secretary thereof, accompanied by an acceptance of such appointment executed and acknowledged on such certified copy by the person so appointed. The appointment shall be effective immediately thereupon.

The Grantors repose special trust and confidence in the law firm of WYCHE, BURGESS, FREEMAN & PARHAM, P.A. and wish to and do fully empower that firm to designate a successor Trustee in the manner herein set forth.

The Grantors also recognize that any Trustee may from time to time find it necessary or advisable to employ attorneys in connection with legal matters. The Grantors specifically authorize the Trustee herein named and any successor Trustee to hire the law firm by which such Trustee is employed to perform legal services for the trusts herein created and to pay such law firm reasonable fees for the legal services performed.

In the administration of the trusts herein created, the Grantors specifically authorize the Trustee, or their successor or successors, to employ investment counsel to advise them in connection with the administration of the trusts created herein and to rely on their judgment and recommendations.

(b) All successor Trustees shall have all the rights, authorities and duties granted in this agreement as if originally named Trustee, and no successor Trustee shall be required to inquire into or audit the acts or actions of any predecessor Trustee. No Trustee appointed herein or any successor thereto shall be required to post a bond.

(c) Each Trustee herein named and each successor Trustee may resign without the order of any officer or court and without the consent of any beneficiary hereunder upon giving all Interested Parties thirty days advance written notice of such Trustee's intention to resign from such trusteeship.

ITEM XXIX

COPY OF AGREEMENT

To the same effect as if it were the original, anyone may rely upon a photostatic copy or a copy certified by a notary public to be a counterpart of this instrument.

IN WITNESS WHEREOF, JAMES M. SHOEMAKER, JR. and MARY S. SHOEMAKER, as the Grantors, have hereunto set their hands and seals, and THE PALMETTO BANK, as the Trustee, in token of its acceptance of the trust(s) created hereby, has hereunto caused

one of its officers to set his hand and seal, effective as of the day and year first above written.

Witnesses:

Reta M. Swackhammer
Sara A. Barfield

Grantor:

JAMES M. SHOEMAKER, JR. (SEAL)

Witnesses:

Reta M. Swackhammer
Sara A. Barfield

Grantor:

MARY S. SHOEMAKER (SEAL)

Witnesses:

Reta M. Swackhammer
Sara A. Barfield

Trustee:

THE PALMETTO BANK

By:

Title:

SVP and Trust Officer

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw JAMES M. SHOEMAKER, JR., as Grantor, sign, seal and as his act and deed deliver the within instrument and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this
6th day of April, 1998.

Sara A. Barfield
Notary Public for S.C.
My Commission Expires: 9/18/2000

Reta M. Swackhammer

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw MARY S. SHOEMAKER, as Grantor, sign, seal and as her act and deed deliver the within instrument and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this
6th day of April, 1998.

Sara A. Barfield
Notary Public for S.C.
My Commission Expires: 9/18/2000

Rita M. Swackhammer

STATE OF SOUTH CAROLINA)

COUNTY OF LAURENS)

PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw, THE PALMETTO BANK, as Trustee, sign, seal and as its act and deed accept delivery of the within instrument and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this
6th day of April, 1998.

Sara A. Barfield
Notary Public for S.C.
My Commission Expires: 9/18/2000

Rita M. Swackhammer

W Y C H E

WYCHE BURGESS FREEMAN & PARHAM, P.A.

Attorneys at Law

8/12/10

Dear Marshall

You will receive a letter from Leslie Moore & Casey Hall regarding an irrevocable insurance trust I set up in 1998.

I put your children's $\frac{1}{6}$ interest ^{in trust} and your $\frac{1}{6}$ interest ^{in trust} to protect them and, in your case, because that was a period of uncertainty in your life and marriage. If I were doing it today, I would have the entire $\frac{1}{3}$ distributed to you outright. Unfortunately, other than the trustee, the terms of the trust can't be changed at all, as it will be included in our estates for tax purposes, which is now avoided - no tax is payable by the trust on the death of the last of us to go.

Lesley & Casey know how I feel and they will work closely with you as to managing the funds, distributions, etc. Please explain to Mary (or Peter if you deem advisable) what it is all about. Call Leslie (or me) with any questions.

Love,

David

PO Box 728 Greenville SC 29602-0728

44 East Camperdown Way Greenville SC 29601-3591

P 864.242.8200 F 864.235.8900 www.wyche.com

W Y C H E

WYCHE BURGESS FREEMAN & PARHAM, P.A.

Attorneys at Law

August 11, 2010

Personal and Confidential

Mr. J. Marshall Shoemaker III
1859 Tecumseh Trail SE
Smyrna, GA 30080

Dear Marshall:

You are a beneficiary of a portion of a life insurance trust that your parents created in 1998. This trust owns a second to die life insurance policy with John Hancock on your parents. The gross death benefits of the policy is presently \$4.9 million.

The Palmetto Bank has served as the Trustee of the trust since 1998, but the Bank has recently resigned. As you may know The Palmetto Bank, like many financial institutions, is experiencing some financial challenges in the current economic climate, and we believe your parents are comfortable with a transition to new Trustees.

The Trust provides that in the event of a resignation, the law firm's Executive Committee will appoint a successor Trustee. The Executive Committee has appointed us as successor Trustees. Your parents are aware of this appointment.

Our address and phone numbers are:

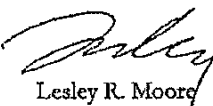
P.O. Box 728
Greenville, SC 29602
(864) 242-8222 (Lesley)
(864) 242-8255 (Cary)

Upon the death of the survivor of your parents, one-sixth of the then trust property will be held in trust for you with income to be distributed to you for your health, maintenance and support in accordance with your accustomed standard of living. You have a testamentary power to appoint your trust share at your death.

Best regards.

Sincerely,


Cary H. Hall, Jr.
(864) 242-8255
chhall@wyche.com


Lesley R. Moore
(864) 242-8222
lmoore@wyche.com

44 East Comperdown Way
Greenville, SC 29601-3512

Post Office Box 728
Greenville, SC 29602-0728

www.wyche.com

Phone: 864.242.8200
Fax: 864.235.8900

SUPP. ROA 56

6/5/15

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

I, JAMES M. SHOEMAKER, JR., a resident and domiciliary of the State and County aforesaid, do hereby make, publish and declare this to be my Last Will and Testament, hereby revoking all Wills and Codicils at any time heretofore made by me.

I am married to MARY S. SHOEMAKER ("POLLY"). I have three children, and their names are JAMES MARSHALL SHOEMAKER III, EDWARD SLOAN SHOEMAKER and JONATHAN EVANS SHOEMAKER.

ITEM I.

Unless otherwise expressly provided in this Will to the contrary, I direct that all my just debts, secured and unsecured, be paid as soon as practicable after my death; however, I direct that my Personal Representative may cause any debt to be carried, renewed and refinanced from time to time upon such terms and with such securities for its repayment as my Personal Representative may deem advisable taking into consideration the best interests of the beneficiaries hereunder.

ITEM II.

Except as provided in THE JAMES M. SHOEMAKER, JR. REVOCABLE TRUST under that certain agreement dated June 5, 2015, and all subsequent amendments and restatements thereto, to the contrary, I direct that all estate, inheritance, succession, transfer, death or similar taxes assessed or imposed with respect to my estate herein disposed of ("Estate Taxes"), or any part thereof, or on any bequest or devise contained in this Will (which term wherever used herein shall include any Codicils hereto), or on any insurance upon my life or on any property held

any

jointly by me with another or on any transfer made by me during my lifetime or on any other property or interests in property included in my estate for such tax purposes be paid from my residuary estate and shall not be charged to or against any recipient, beneficiary, transferee or owner of any such property or interests in property included in my estate for such tax purposes.

ITEM III.

(1) I bequeath all my personal and household effects, including, but not limited to, furniture, appliances, furnishings, objects of art, silver, silverware, china, crystal, books, photographs, jewelry, clothing, automobiles, boats and other vehicles, not otherwise distributed in accordance with paragraph (3) of this Item, to my wife, POLLY, if she survives me, and if not, then in approximately equal shares to those of my children who survive me, as they may agree upon and specify. If my surviving children cannot agree to a division of said personal property within six months of my death, my Personal Representative, in my Personal Representative's sole and absolute discretion, shall distribute such property, and the proceeds of any of it my Personal Representative may desire to sell, to said children in as nearly equal portions as may be practicable, but such distribution by my Personal Representative shall not be subject to question as to whether said children receive shares of equal value.

(2) The property bequeathed or devised under this Item shall be subject to all outstanding indebtedness thereon at my death. All insurance in effect at my death (including the proceeds of any claim arising prior to, upon or after my death) with respect to each such bequest or devise shall be considered a part of such bequest or devise item.

(3) On a separate memorandum or letter which I shall either attach to this Will or keep with my personal papers, I have noted or may subsequently note my direction that certain

individuals receive certain described items of my personal property. I hereby direct that the items described in said memorandum or letter be distributed as designated in said memorandum or letter.

ITEM IV.

(1) I give, devise, bequeath and convey all the rest, residue and remainder of my property of every kind and description, including lapsed legacies and devises, wherever situated and whether acquired before or after the execution of this Will, if any, to the Trustee of THE JAMES M. SHOEMAKER, JR. REVOCABLE TRUST under that certain agreement dated June 5, 2015, including all subsequent amendments and restatements thereto, to be added to the principal of said trust and to be held, administered and distributed in accordance with the terms of said trust.

(2) If for any reason the trust described in paragraph (1) of this Item shall not be in existence at the time of my death, or if for any reason a court of competent jurisdiction shall declare this testamentary transfer to the Trustee of said trust to be invalid, then I direct that the rest, residue and remainder of my estate shall be held, managed, invested and reinvested in exactly the same manner described in said trust, giving, if the court shall allow, effect to all then existing amendments of said trust, and managed by the same Trustee or the successor or successors therein named and defined; thus, for those purposes I do hereby incorporate that same instrument of said trust, by reference, into this Will. If the court shall not allow that trust to be incorporated into this Will with its amendments, it shall be incorporated in its original form without regard to said amendments, if any such amendments have been made.



ITEM V.

If any beneficiary hereunder and I should die simultaneously or under such circumstances that it cannot be determined who survived the other, then it shall be conclusively presumed for purposes of this Will that said beneficiary predeceased me.

ITEM VI.

(1) I appoint LESLEY R. MOORE as Personal Representative of this Will. No Personal Representative named or described herein shall be required to post a bond. I also name the above-referenced individual in the order stated as successor custodian or owner of any custodial accounts for minors or 529 plans of which I may be custodian or owner at the time of my death.

(2) If for any reason LESLEY R. MOORE is unable or unwilling to serve as Personal Representative of this Will, a successor Personal Representative shall be selected in the manner described below. The persons at the time comprising the governing committee of the Professional Corporation now bearing the name FREEMAN AND MOORE, PC shall, by majority vote taken at a duly held meeting, designate one or more individuals or entities to become the successor Personal Representative or Co-Personal Representatives. If for any reason the law firm of FREEMAN AND MOORE, PC is unable or unwilling to appoint a successor Personal Representative, MARTHA LOUISE RAMAGE LEWIS shall have the power to appoint one or more individuals, including herself, or entities to serve as successor Personal Representative or Co-Personal Representative. 

In the event any such successor Personal Representative fails or ceases to serve in the capacity designated, a successor Personal Representative shall be appointed in the same manner.

Evidence of the appointment and qualification of any successor Personal Representative shall be conclusively presumed from a copy of the pertinent resolution of such Professional Corporation or a writing signed by MARTHA LOUISE RAMAGE LEWIS, as the case may be. The appointment shall be effective immediately thereupon.

I recognize that any Personal Representative may from time to time find it necessary or advisable to employ attorneys in connection with legal matters. I specifically authorize my Personal Representatives herein named and any successor Personal Representative to hire the law firm by which such Personal Representative is or are employed to perform legal services for my estate and to pay such law firm reasonable fees for the legal services performed.

(3) All Personal Representatives herein named and all successor Personal Representatives may resign without the order of any officer or court and without the consent of any beneficiary hereunder upon giving all Interested Parties thirty days advance written notice of such Personal Representative's intention to resign from such fiduciary position.

(4) In lieu of any compensation that may be provided by statute or otherwise by state law, unless waived, all persons who may serve as an Personal Representative of my estate shall be entitled to receive reasonable compensation from my estate for all services provided to my estate, taking into consideration the value and nature of the assets of my estate, the nature of the services rendered and the time and responsibilities involved in performing such services.

(5) All successor Personal Representatives shall have all the powers, authorities and duties granted herein as if originally named Personal Representative, and no successor Personal Representative shall be required to inquire into or audit the acts or actions of the predecessor Personal Representative or to make any claim against such predecessor Personal Representative.

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ITEM VII.

The following powers are hereby conferred upon each Personal Representative named in this Will (all or any of which are hereinafter referred to as "fiduciary") and are in addition to the powers conferred by law upon fiduciaries or elsewhere set forth in this Will, and each said fiduciary, its successors or successors and substitutes, is specifically authorized with respect to any and all property at any time held under any provisions of this Will:

(1) To sell, barter or trade upon such terms and conditions as it in its sole discretion may determine, including, but not limited to, the power to sell, barter or trade at public or private sale with or without advertisement for cash or on credit.

(2) To invest and reinvest in, and to acquire by exchange or otherwise, property of any character, including stocks of any classification, obligations or other property, real or personal, whether or not of the same kind, and participation in any common trust fund (including any common trust fund maintained by a fiduciary), without regard to diversification and without being limited to the investments authorized by law for the investment of trust funds.

(3) To retain property of any kind received by it, without regard to diversification and without being limited to the investments authorized by law for the investment of trust funds and without liability for diminution in value of any property so retained.

(4) To form a corporation, limited liability company, partnership or other entity using all or any part of the assets of the trust estate and to hold the stock, partnership or other interests of such entity as an asset of the trust estate.

(5) To exercise each and every option and privilege under any policy of insurance owned or payable to a fiduciary, my estate or any trust hereunder.



(6) To join in, consent to or become a party to any reorganization, merger, consolidation, dissolution, readjustment, exchange or other transaction and any plan or action thereunder or in connection therewith; to deposit any such property with any protective, reorganization or similar committee; to delegate discretionary powers thereto and to share in payment of its expenses and compensation and to pay any assessments levied with respect to such property and to receive property under any reorganization, merger, consolidation, dissolution, readjustment, exchange or other transaction whether or not the same be authorized by law for the investment of trust funds.

(7) To enter into limited partnership/limited liability company agreements or any other agreements.

(8) To exercise all conversion, subscription, voting and other rights of whatsoever nature pertaining to any such property and to grant proxies, discretionary or otherwise, with respect thereto.

(9) To make and retain joint investments of undivided interests in any property, real or personal, whether or not all the property be held hereunder and whether the provisions under which such other property is held are similar.

(10) With respect to any real property (including real property acquired on foreclosure or by deed in lieu thereof) at any time held hereunder, to sell, exchange, partition, lease, sublease, mortgage, improve or otherwise alter the same upon such terms as it may deem proper and to execute and deliver deeds, leases, mortgages or other instruments relating thereto. Any lease may be made for such period of time as the fiduciary may deem proper and without the approval of any court and may extend beyond the term of this Will.

Blm

(11) To extend the time of payment of any obligation and/or security or financial instrument held by it, or of any installment of principal or interest or to hold such obligation and/or security after maturity is past due; to consent to the alteration or modification of any terms thereof and/or waive defaults in the performance of the terms thereof; to foreclose any such mortgage or security or compromise or settle claims thereunder; to take over, take title to or manage the property, or any part thereof affected by any such mortgage or security agreement, either temporarily or permanently, and in partial or complete satisfaction of any claim thereunder; to protect such property against or redeem it from foreclosure or nonpayment of taxes, assessments or other liens; to insure, protect, maintain and repair such property; and generally, without limitation by the foregoing specifications, to exercise with respect to such obligation and/or security or such property all rights and powers as may be exercised by a person owning similar property in his/her/its own right.

(12) To borrow money from any person or corporation (including any fiduciary hereunder) for any purpose without resorting to the sale of any assets; and, for the purpose of securing the payment thereof, to pledge, mortgage or otherwise encumber any and all property upon such terms, covenants and conditions as it may deem proper; and also to extend the time of payment of any loans or encumbrances which at any time may be encumbrances on any such property irrespective of by whom the same were made or by whom the obligation may or should ultimately be borne, upon such terms, covenants and conditions as the fiduciary may deem proper.

(13) To exercise any and all the powers, authorities and discretions provided herein in respect to any shares of stock of the fiduciary and any successor corporation whether by merger, consolidation, reorganization, sale or otherwise.



(14) To register any property in the name of its nominee, or to hold the same unregistered, or in such form that title shall pass by delivery.

(15) To distribute in cash or in kind or partly in cash and partly in kind.

(16) To abandon, settle, compromise, extend, renew, modify, release, adjust, or submit to arbitration in whole or in part and without the order or decree of any court any and all claims whether such claims would increase or decrease the assets held hereunder.

(17) To decide with absolute discretion how commissions, attorneys' fees and other administration expenses shall be taken as tax deductions and to charge part or all of said expenses to principal and/or income, and the determination in this respect shall be final and conclusive upon all persons interested hereunder whether or not the amount of their respective interest or shares are thereby affected; provided, however, that adjustments between principal and income may, in the exercise of the fiduciary's absolute discretion, be made if deemed advisable and provided, further that said expenses may be charged against income only to the extent that they do not create a material limitation on any my wife's or charity's right to the income of any bequest intended to qualify for the marital or charitable deduction.

(18) To determine whether or not to amortize the premium on any investment, or to allocate to income all or any part of any discount on any investment and the decision with respect thereto shall be conclusive upon all parties interested hereunder.

(19) To consider, insofar as permitted by law, all extraordinary dividends, whether in cash or in stock, and all realized appreciation in the value of stocks, bonds, securities or other property, resulting from the sale or other disposition thereof, principal and not income, but ordinary stock dividends paid regularly by a corporation in lieu of or in addition to regular cash dividends shall be considered income and not principal; provided, however, that the determination by the fiduciary as



to whether any dividends shall be apportioned or allocated in whole or in part to principal or income shall, insofar as permitted by law, be conclusive and binding upon all persons now or hereafter interested in the trust estates.

(20) To keep adequate books and records of receipts, disbursements and transactions in accordance with generally accepted accounting procedures and to set up or not set up reserves for depreciation and/or obsolescence and to allocate such depreciation and/or obsolescence against income and/or corpus as the fiduciary in his/her/its sole discretion shall deem advisable. Such books and records shall be opened to any beneficiary for inspection at reasonable times and intervals.

(21) To invest, so far as permitted by law, all or such portions of the trust assets as the fiduciary deems advisable in bonds of foreign governments or political subdivisions and in stocks, bonds or other securities of foreign corporations and in real estate located in foreign countries.

(22) If the administration of my estate is required in any jurisdiction in which the fiduciary, for any reason, cannot serve, the fiduciary shall be authorized to appoint a fiduciary to serve in such jurisdiction.

(23) To file such returns as may be required under the tax laws of the United States, any state, any political subdivision of any state or any foreign country; to make any election (including specifically the filing of joint income tax returns) permitted by any tax law, if, in the fiduciary's opinion, such election is in the best interest of my estate or of any trust created herein; to make any disclaimer permitted by any tax law, if, in the fiduciary's opinion, such disclaimer is in the best interest of my estate or of any trust created herein; to agree to such apportionment of taxes and application of estimate tax payments, refunds and credits as the fiduciary deems equitable under all



the circumstances; and to consent for federal and state gift tax purposes to gifts made by my wife as having been made one-half by me and one-half by my wife.

(24) To determine whether items should be charged or credited to income or principal or allocated between income and principal in such manner as the Personal Representative, in the Personal Representative's discretion, may deem equitable and fair under all the circumstances.

(25) The Personal Representative shall have the power to access, handle, distribute and dispose of my Digital Assets and Digital Accounts. The term "Digital Assets" means, but is not limited to, files, including but not limited to, e-mails, documents, images, audio, video and similar digital files which currently exists or may exist as technology develops or such comparable items as technology develops, stored on digital devices, including, but not limited to, desktops, laptops, tablets, peripherals, storage devices, mobile telephones, smartphones, gps and any similar digital device which currently exists or may exist as technology develops or such comparable items as technology develops, regardless of the ownership of the physical device upon which the Digital Asset is stored. The term "Digital Accounts" means, but is not limited to, e-mail accounts, software licenses, social network accounts, social media accounts, file sharing accounts, financial management accounts, domain registration accounts, domain name service accounts, web hosting accounts, tax preparation service accounts, online stores, affiliate programs, other online accounts which currently exist or may exist as technology develops or such comparable items as technology develops. I authorize the Personal Representative to engage individuals or entities to assist in accessing, handling, distributing and disposing of my Digital Assets and Digital Accounts.



(26) In any judicial proceeding involving my estate and in any non-judicial settlement of the account of a Personal Representative hereunder, the interest of a person under disability may be

represented by a party to such proceeding or settlement who is not under disability and who has the same interest.

(27) I authorize, but do not direct, the Personal Representative to divide any trust established by this agreement, at any time, into two or more separate trusts so that the federal generation-skipping transfer tax inclusion ratio as defined in I.R.C. Section 2642(a) for each trust shall be either zero or one. All such separate trusts shall have the identical provisions as the original trust from which they shall have been divided; provided, however, that the Personal Representative, in making discretionary distributions from such trusts, shall be authorized to make such discretionary distributions in such manner as the Personal Representative shall deem advisable and shall not be required to make such distributions pro rata or equally from such trusts.

(28) To employ any attorney, accountant or other professional to provide services to any such trust and to pay reasonable fees for all services provided according to such firm's customary fees for such services, taking into consideration the value and nature of the assets of such trust, the nature of the services rendered and the time and responsibilities involved in performing such services.

ITEM VIII.

(1) Unless otherwise provided herein, the term "Personal Representative" shall include all persons and/or institutions, whether singular or plural, masculine or feminine, then acting as Co- Personal Representatives or as sole Personal Representative.

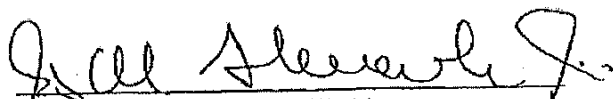
(2) Unless otherwise expressly provided herein to the contrary, all references to an "Item" or to "Items" shall refer to Item(s) of this Will.

(3) All references to "Interested Parties" shall refer to the following applicable individuals and/or entities: to all then serving Personal Representatives of my estate; to the successor or co-fiduciary being appointed in the instrument in question; to the fiduciary being replaced; and to all persons then entitled to receive income from my estate, or to the guardian(s) of such persons.

ITEM IX.

Except as specifically provided below, I hereby revoke and annul the benefit, bequest or devise of a legatee or beneficiary who shall oppose its probate or contest its validity. If any guardian or next friend contests this Will's validity on behalf of a legatee or beneficiary, the benefit, bequest or devise to such legatee or beneficiary shall be revoked and annulled, and the benefit, bequest or devise which such beneficiary would have received if he or she had made no such contest or brought no such proceedings shall go to the other beneficiaries of this Will (other than such beneficiary) in the same proportion as the other property received under this Will. The provisions hereinabove shall not apply with respect to POLLY and any assets that qualify for the marital deduction.

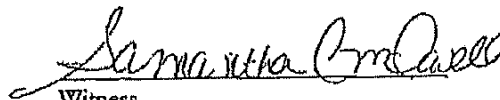
I, JAMES M. SHOEMAKER, JR., the Testator, sign my name to this instrument this 5th day of June, 2015, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my Last Will and Testament and that I sign it willingly (or willingly direct another to sign for me), that I execute it as my free and voluntary act for the purposes therein expressed, and that I am eighteen years of age or older, of sound mind, and under no constraint or undue influence.


JAMES M. SHOEMAKER, JR., Testator

We, Elizabeth Holleman and Samantha McDowell, the witnesses, sign our names to this instrument, and at least one of us, being first duly sworn, does hereby declare, generally and to the undersigned authority that the Testator signs and executes this instrument as his Last Will and Testament and that he signs it willingly (or willingly directs another to sign for him), and that each of us, in the presence and hearing of the Testator, hereby signs this Will as witness to the Testator's signing, and that to the best of our knowledge the Testator is eighteen years of age or older, of sound mind, and under no constraint or undue influence.



Witness



Witness

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

ACKNOWLEDGMENT

Subscribed, sworn to, and acknowledged before me by JAMES M. SHOEMAKER, JR., the Testator, and subscribed and sworn to before me by Elizabeth Holleman and Samantha McDowell, witnesses, this 5 day of June, 2015.


(SEAL)
Notary Public for South Carolina

My Commission Expires: 11/28/2022

6/5/15

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

THE JAMES M. SHOEMAKER, JR. REVOCABLE TRUST

THIS AGREEMENT OF TRUST is made this 5th day of June, 2015, by and between JAMES M. SHOEMAKER, JR. (the "Grantor") and JAMES M. SHOEMAKER, JR. (the "Trustee") in order to establish a trust for the purposes and under the terms and conditions hereinafter stated.

The Grantor, desiring to establish a revocable trust, hereby assigns, transfers and conveys to the Trustee all the Grantor's interests in the property more particularly described in Exhibit A, attached hereto and by this reference made a part hereof, to be held in trust for the Grantor's benefit, subject to the terms, conditions and purposes hereinafter set forth in this agreement.

The Grantor agrees to execute and deliver all further documents which the Trustee shall reasonably require in connection with the assignment, transfer and conveyance of said property.

The Trustee hereby acknowledges delivery of the property described in Exhibit A and agrees to hold and manage said property, together with all other property added to this trust, in trust, for the uses and in the manner hereinafter set forth.

This trust shall be known as "THE JAMES M. SHOEMAKER, JR. REVOCABLE TRUST."

The Grantor is married to MARY S. SHOEMAKER ("POLLY"). The Grantor has three children, and their names are JAMES MARSHALL SHOEMAKER III ("MARSHALL"),

EDWARD SLOAN SHOEMAKER ("SLOAN") and JONATHAN EVANS SHOEMAKER
("JONATHAN").

ITEM I.

RESERVATION OF RIGHTS BY GRANTOR

Unless the Grantor is disabled as determined in paragraph (5) of Item II, the Grantor hereby expressly reserves the full right, to be exercised at any time and from time to time during the Grantor's lifetime, to do the following:

(1) To revoke this instrument entirely and to receive from the Trustee all property then remaining in this trust after making payment or provision for payment of all expenses connected with the administration of this trust.

(2) To alter or amend this instrument in whole or in part from time to time, provided that such change does not increase the duties or liabilities of the Trustee without the Trustee's consent.

(3) To change the identity or number, or both, from time to time of the Trustee hereunder.

(4) To withdraw from the operation of this trust from time to time any part or all of the property then in this trust.

(5) To direct the Trustee to distribute any or all of the assets comprising this trust to such persons or entities, in trust or otherwise, and in such manner as the Grantor shall direct.

(6) Any and all such withdrawals and distributions, as well as any such change or revocation, shall be effected by a written instrument executed and acknowledged by the Grantor and delivered in person or by mail to the Trustee during the lifetime of the Grantor or by verbal

direction by the Grantor to the Trustee. Any such written instrument received by the Trustee after the Grantor's death shall be ineffective. Upon any such withdrawal or distribution, all property withdrawn shall be conveyed to the Grantor or to those persons or entities so selected by the Grantor, as the case may be, free of the terms of this trust. The Trustee shall have a reasonable time after receiving the writing which revokes this trust, in whole or in part, in which to deliver such trust property to the Grantor.

ITEM II.

ADMINISTRATION OF TRUST

The Trustee shall hold, manage, invest and reinvest the property of this trust, shall collect and receive the income therefrom, and, after deducting all expenses incurred in the administration of this trust, shall distribute the income and principal of this trust as follows:

(1) All property at any time comprising this trust shall be held in trust for the Grantor's benefit during the Grantor's lifetime. During the Grantor's lifetime, the Trustee shall distribute to the Grantor or for his benefit as much of the income and/or principal of this trust as the Trustee deems necessary or advisable to provide for his health, maintenance and support in accordance with his accustomed standard of living. In the event the Grantor is disabled or incapacitated, the Trustee may, during such disability or incapacity, distribute part or all of the income and/or principal of this trust to or for the benefit of the Grantor's wife, POLLY, to provide for her health, maintenance and support in accordance with her accustomed standard of living. Any income of this trust not so distributed shall be accumulated and added to the principal of this trust. In making distributions from this trust to or for the Grantor, the Trustee shall not be required to take into consideration other income and assets of the Grantor and of trusts known to the Trustee, if any, of which he is

then a beneficiary. In making distributions from this trust to or for POLLY, the Trustee shall take into consideration other income and assets of POLLY and of trusts known to the Trustee, if any, of which she is then a beneficiary. In creating this trust, it is the Grantor's primary desire that the Grantor be suitably maintained during the Grantor's lifetime, and that POLLY be suitably maintained during the Grantor's incapacity, in accordance with the standards set out in this paragraph rather than that the principal of this trust be preserved until the termination of this trust, and the Trustee shall be guided by these desires in making distributions from this trust.

(2) During his lifetime and unless he is determined to be disabled in accordance with paragraph (5) of this Item, the Grantor shall have the power, at any time and from time to time, by written instrument signed by the Grantor and delivered to the Trustee during the Grantor's lifetime (unless the Grantor and the Trustee are one and the same), or at his death by his Last Will and Testament, making express reference to this power, to direct the Trustee to turn over any portion or all of the principal of this trust to, among or for the benefit of such persons and entities, including the Grantor's estate, in such manner, in trust or otherwise, as the Grantor may direct in such instrument. The Trustee shall comply with such written directions without reference to the purpose thereof.

(3) During the Grantor's lifetime, if the Trustee determines that the Grantor is disabled as described in paragraph (5) of this Item or if the Grantor is declared to be incompetent by a court of competent jurisdiction, the Trustee, exercising absolute judgment and without liability, may make such distributions from the trust assets as are necessary or appropriate to carry out, on the Grantor's behalf, any plan or pattern of gifts to any charitable organization or any of the Grantor's issue and their spouses (even if such person is then acting as the Grantor's general attorney-in-fact) that (a) are in accordance with the Grantor's personal history of making or joining in the making of lifetime

gifts, or (b) had previously been clearly contemplated by the Grantor, or (c) would be in the best interests of the subsequent beneficiaries of this trust and would not substantially impair the Grantor's own financial security. With respect to any gifts to or in favor of any individuals, the amount given to any particular individual during any particular calendar year shall not exceed the then-applicable maximum annual exclusion amount as described in Internal Revenue Code § 2503(b).

(4) Upon the Grantor's death, if and to the extent the Grantor does not effectively exercise the general power of appointment granted to him in paragraph (2) of this Item, all property then remaining in this trust shall be distributed in accordance with the provisions of the following Items.

(5) The decision as to whether at any time or from time to time the Grantor is disabled for purposes of Item I and this Item because of advanced age, illness or other cause has impaired the Grantor's ability to transact ordinary business shall be made by a court of competent jurisdiction or by the Grantor's then serving agent under his Health Care Power of Attorney and two physicians, one of whom is a physician who has examined or treated the Grantor within the prior twelve months. Any such determination shall be by written instrument signed by the physicians and the then serving agent under the Grantor's Health Care Power of Attorney, and delivered to the Grantor and the Trustee. During any period in which the Grantor is determined to be disabled hereunder, he may be prohibited from exercising any power under Items I and XV and/or making withdrawals pursuant to paragraph (2) of this Item.

ITEM III.

SPECIFIC BEQUESTS

(1) The Grantor bequeaths all his personal and household effects, including, but not limited to, furniture, appliances, furnishings, objects of art, silver, silverware, china, crystal, books, photographs, jewelry, clothing, automobiles, boats and other vehicles, wherever located, to those persons and/or organizations designated in any written memorandum either in the Grantor's handwriting or signed by the Grantor and in existence at the time of his death. If no such written statement is found within ninety (90) days after the Grantor's death, it shall be conclusively presumed that there is no such written statement and any subsequently discovered written statement shall be void. In default of such written statement, or to the extent such written statement does not completely or effectively dispose of the Grantor's tangible personal effects held in this trust, then the Grantor leaves all such remaining items to POLLY, if she survives the Grantor, and if not, then in approximately equal shares to those among the Grantor's children who survive him, as they may agree upon and specify. If said beneficiaries cannot reach an agreement within six months after the Grantor's death, the Trustee shall make the final determination as to the division and distribution of such items among said beneficiaries, and the Trustee's decision shall not be subject to question by any beneficiary herein.

(2) The Grantor devises to his wife, POLLY, if she survives him, all interests owned by him at his death in any vacation residence, whether this his current vacation residence at Lake Toxaway or other vacation residence, and all interests owned by him at his death in his principal residence located at 10 Creekridge Road, Greenville, South Carolina, or a principal residence to which he may later move. If POLLY predeceases the Grantor, the Grantor directs the Trustee to sell the Grantor's residences (the Grantor's current primary residence is held in the form of a note),

after his death and to add the net proceeds therefrom to his residuary estate passing under Item V. The Trustee shall be authorized, but not required, to permit one or more of the Grantor's family members to purchase a residence at its fair market value as determined for Federal estate tax purposes and upon such terms and conditions as the Trustee, in the Trustee's sole and absolute discretion, shall deem appropriate.

(3) The Grantor bequeaths the sum of One Hundred Thousand Dollars (\$100,000.00) in cash, or, in the discretion of the Trustee, in property having such value, each to those among his brother, THOMAS C. SHOEMAKER, and his sister, KATYA S. SPICUZZA, who survives him, and if a sibling of the Grantor predeceases him, his or her bequest shall lapse.

(4) The property bequeathed or devised under this Item shall be subject to all outstanding indebtedness thereon at the Grantor's death. All insurance in effect at the Grantor's death (including the proceeds of any claim arising prior to, upon or after his death) with respect to such bequest or devise shall be considered a part of such bequest or devise.

ITEM IV.

CREATION OF THE MARITAL TRUST

(1) After the Grantor's death, if POLLY survives the Grantor, the Grantor directs the Trustee to create a trust, to be known as "THE JAMES M. SHOEMAKER, JR. MARITAL TRUST", from property of this trust (undiminished by any Estate Taxes as defined in Item XXII) having a value equal to the maximum marital deduction allowable to the Grantor's estate at the time of his death for federal estate tax purposes, taking into consideration any election the Grantor's personal representative may make for income or estate tax purposes with respect to the deduction of administration expenses and losses allowed under I.R.C. Sections 2053 and 2054, less the aggregate

amount of the marital deduction, if any, allowed for such tax purposes by reason of property passing or which has passed to POLLY otherwise than pursuant to the provisions of this Item, including any provisions of the Grantor's Will, by operation of law or otherwise; provided, however, the amount of this bequest shall be reduced by the amount, if any, needed to increase the Grantor's taxable estate (for federal estate tax purposes) to the largest amount that, after application of the available unified credit against the federal estate tax and the state death tax credit against such tax (but only to the extent that the use of such state death tax credit does not increase the death tax payable to any state) will result in the smallest (if any) federal estate tax being imposed on the Grantor's estate. The Trustee shall have the sole discretion to select the assets which shall constitute this bequest. The Trustee shall value any assets selected by the Trustee for distribution in kind in satisfaction of this bequest at the value of such asset at the date of its distribution. Any property of this bequest which does not qualify for the marital deduction, by reason of the Grantor's personal representative failing to elect to so qualify such property or otherwise, shall bear its proportionate share of all Estate Taxes assessed by reason of such property being included in the Grantor's estate.

(2) THE JAMES M. SHOEMAKER, JR. MARITAL TRUST, as so set apart, shall be held, administered and distributed in accordance with the provisions of Item VI.

(3) If POLLY predeceases the Grantor, this bequest shall lapse.

ITEM V.

DISPOSITION OF REST AND RESIDUE OF TRUST

After the Grantor's death, all of the rest, residue and remainder of all property comprising this trust, of every kind and description, including lapsed legacies and devises, wherever situated and whether acquired before or after the execution of this trust, shall be distributed as follows:

(1) If POLLY survives the Grantor, such property shall be distributed to the Trustee, hereinafter named, in trust, to be known as "THE JAMES M. SHOEMAKER, JR. EXEMPTION TRUST," and said trust shall be held, administered and distributed as follows:

(a) During POLLY's lifetime, if she survives the Grantor, the Trustee shall pay to or apply for the benefit of POLLY in annual or more frequent installments the amount required to be distributed under the minimum distribution rules under I.R.C. Section 401(a)(9) and the regulations thereunder, or any subsequent statute requiring minimum distributions for any Qualified Retirement Plan ("QRP") or Individual Retirement Account ("IRA") that is held or owned by this trust. All income earned upon any IRA or QRP and made payable to this trust shall retain its character as income and be administered as such pursuant to this agreement. No expenses chargeable with respect to the principal of any distribution from an IRA or QRP shall be charged against the income portion of such distribution. The Grantor directs the Trustee to treat distributions from any QRP or any IRA as income of the trust to the extent that the distribution represents income generated or deemed to be generated by such QRP or IRA, notwithstanding the treatment of such portion of the distribution under any law concerning the determination of income and principal for trust accounting purposes, and the Trustee shall not charge to such income any expense properly chargeable to the nonincome portion of the distribution. Notwithstanding the above, the Trustee, in the Trustee's sole and absolute discretion, may direct the administrator, custodian or trustee of any QRP or IRA to make distributions to this trust in excess of the minimum distribution amount described above. The Trustee shall have the full authority and power to direct the administrator, custodian or trustee of any QRP or IRA as to the amounts to be paid to this trust from such QRP or IRA pursuant to this

subparagraph. In addition, the Trustee shall apply for the benefit of POLLY as much or all of the remaining income and/or principal of this trust as the Trustee deems necessary or advisable from time to time for the health, maintenance and support of POLLY in accordance with her accustomed standard of living. In making discretionary distributions from this trust, the Trustee shall take into consideration other income and assets of POLLY and trusts known to the Trustee of which she is then a beneficiary; provided, however, POLLY shall not be required to dispose of assets which the Trustee deems appropriate for her to retain in order to be eligible for discretionary distributions from this trust. The Grantor's primary desire is that POLLY be suitably maintained in accordance with the standards set out in this subparagraph, and the Trustee shall be guided by these desires in making discretionary distributions from this trust. Any income of this trust not so distributed shall be accumulated and added to the principal of this trust. To the extent practicable, the Grantor requests that the Trustee, in making distributions of the principal of this trust to POLLY or for her benefit, before encroaching upon the principal of this trust, encroach first on such trust(s), if any, of which POLLY is then a beneficiary and which, to the best of the Trustee's knowledge, will be includable in POLLY's gross estate for federal estate tax purposes, and the Trustee shall also be authorized to accumulate income (except for mandatory distributions) in the trust described in this Item while encroaching on the principal of such other trust(s) for POLLY. This request shall not apply, however, to the extent it would be necessary to sell or otherwise to dispose of any property which, in the opinion of the Trustee, should not be sold in order to encroach first on any such other trust for POLLY.

(b) Upon POLLY's death, if any of the Grantor's issue survives POLLY, such

property shall be distributed as follows:

(i) One-third of such property shall be distributed to the Grantor's son, MARSHALL, if he survives POLLY, and if not, such share shall be distributed per stirpes among his issue who survive POLLY, if any, and if none, then such share shall be added in equal parts to increase the shares passing under subparagraphs (1)(b)(ii) and (1)(b)(iii) of this Item.

(ii) One-third of the property shall be distributed to the Grantor's son, SLOAN, if he survives POLLY, and if not, such share shall be distributed per stirpes among his issue who survive POLLY, if any, and if none, then such share shall be added in equal parts to increase the shares passing under subparagraphs (1)(b)(i) and (1)(b)(iii) of this Item.

(iii) One-third of the property shall be distributed to the Grantor's son, JONATHAN, if he survives POLLY, and if not, such share shall be distributed per stirpes among his issue who survive POLLY, if any, and if none, then such share shall be added in equal parts to increase the shares passing under subparagraphs (1)(b)(i) and (1)(b)(ii) of this Item.

(c) Upon POLLY's death, if none of the Grantor's issue survives POLLY, such property shall be distributed in accordance with the provisions of Item XX.

(2) IF POLLY predeceases the Grantor, such property shall be distributed as follows:

(a) One-third of such property shall be distributed to the Grantor's son, MARSHALL, if he survives the Grantor, and if not, such share shall be distributed per stirpes among his issue who survive the Grantor, if any, and if none, then such share shall be

added in equal parts to increase the shares passing under subparagraphs (2)(b) and (2)(c) of this Item.

(b) One-third of the property shall be distributed to the Grantor's son, SLOAN, if he survives the Grantor, and if not, such share shall be distributed per stirpes among his issue who survive the Grantor, if any, and if none, then such share shall be added in equal parts to increase the shares passing under subparagraphs (2)(a) and (2)(c) of this Item.

(c) One-third of the property shall be distributed to the Grantor's son, JONATHAN, if he survives the Grantor, and if not, such share shall be distributed per stirpes among his issue who survive the Grantor, if any, and if none, then such share shall be added in equal parts to increase the shares passing under subparagraphs (2)(a) and (2)(b) of this Item.

(3) If none among POLLY and the Grantor's issue survives the Grantor, such property shall be distributed in accordance with the provisions of Item XX.

ITEM VI.

ADMINISTRATION OF THE JAMES M. SHOEMAKER, JR. MARITAL TRUST

If THE JAMES M. SHOEMAKER, JR. MARITAL TRUST is established, the Trustee shall manage, invest and reinvest the assets of this trust and shall distribute the income and principal of this trust as follows:

(1) The Trustee shall distribute to POLLY, during her lifetime, the greater of: the Net Income of this trust, from the time of the Grantor's death, in semiannual or more frequent installments; or in annual or more frequent installments the amount required to be distributed under the minimum distribution rules under I.R.C. Section 401(a)(9) and the regulations thereunder, or any

subsequent statute requiring minimum distributions for any QRP or IRA that is held or owned by this trust. All income earned upon any IRA or QRP and made payable to this trust shall retain its character as income and be administered as such pursuant to this agreement. No expenses chargeable with respect to the principal of any distribution from an IRA or QRP shall be charged against the income portion of such distribution. The Grantor directs the Trustee to treat distributions from any QRP or any IRA as income of the trust to the extent that the distribution represents income generated or deemed to be generated by such QRP or IRA, notwithstanding the treatment of such portion of the distribution under any law concerning the determination of income and principal for trust accounting purposes, and the Trustee shall not charge to such income any expense properly chargeable to the nonincome portion of the distribution. Notwithstanding the above, the Trustee, in the Trustee's sole and absolute discretion, may direct the administrator, custodian or trustee of any QRP or IRA to make distributions to this trust in excess of the minimum distribution amount described above. My Trustee shall have the full authority and power to direct the administrator, custodian or trustee of any QRP or IRA as to the amounts to be paid to this trust from such QRP or IRA pursuant to this paragraph.

(2) If at any time POLLY should need funds to provide for her health, maintenance and support in accordance with her accustomed standard of living, the Trustee shall be authorized to distribute to POLLY or for her benefit such amount or amounts of the remaining principal of this trust as the Trustee deems necessary or advisable to provide for POLLY's health, maintenance and support.

(3) Notwithstanding anything contained in Item XIII or in any other provision of this agreement to the contrary, during her lifetime, POLLY shall have the power to direct the Trustee, in writing, to convert any non-productive or non-income-producing property which is at any time

acquired, invested or retained by the Trustee of the trust into productive or income-producing property. Within a reasonable time after receiving such written directions from POLLY, the Trustee of the trust shall make reasonable efforts to comply with such directions. In extension and not in limitation of any other benefits granted to POLLY in the trust, the Grantor intends that POLLY have substantially that degree of beneficial enjoyment of the property of the trust which the laws of the State of South Carolina accord to persons who are unqualifiedly designated as life beneficiaries of a trust.

(4) Notwithstanding anything contained in Item XIII or in any other provision of this agreement to the contrary, the Trustee of the trust shall have no power to invest any of the assets of the trust in life insurance.

(5) In creating the trust, the Grantor intends that the trust qualify for the marital deduction, and notwithstanding anything contained in Item XIII or in any other provision of this agreement to the contrary, the Trustee shall not take any action or make any investment which would prevent the trust or any property distributed to fund the trust from qualifying for the marital deduction. The foregoing provisions of this paragraph shall not be applicable to the extent the Grantor's personal representative elects not to qualify any portion of the property passing to the trust for the marital deduction.

(6) At the time of the execution of this agreement, the Grantor anticipates that the Grantor's personal representative will elect to treat all assets distributed to fund the trust as qualified terminable interest property. The Grantor recognizes, however, that future tax and other considerations may suggest that it would be prudent not to make such election in whole or in part, and, for this reason, the Grantor leaves the responsibility for that decision to his personal

representative, and his personal representative shall incur no liability for such decision, provided such decision is exercised by his personal representative with prudence and in good faith.

(7) Upon POLLY's death, all unpaid and accrued income of THE JAMES M. SHOEMAKER, JR. MARITAL TRUST, if any, shall be distributed to POLLY's estate. After reserving sufficient funds to cover the estate tax liabilities and administrative expenses more fully described in paragraphs (8) and (9) of this Item, all property remaining in the trust (the "Remaining Property") shall be distributed as follows:

(a) One-third of the Remaining Property shall be distributed to the Grantor's son, MARSHALL, if he survives POLLY, and if not, such share shall be distributed per stirpes among his issue who survive POLLY, if any, and if none, such share shall be added in equal parts to increase the shares passing under subparagraphs (7)(b) and (7)(c) of this Item.

(b) One-third of the Remaining Property shall be distributed to the Grantor's son, SLOAN, if he survives POLLY, and if not, such share shall be distributed per stirpes among his issue who survive POLLY, if any, and if none, such share shall be added in equal parts to increase the shares passing under subparagraphs (7)(a) and (7)(c) of this Item.

(c) One-third of the Remaining Property shall be distributed to the Grantor's son, JONATHAN, if he survives POLLY, and if not, such share shall be distributed per stirpes among his issue who survive POLLY, if any, and if none, such share shall be added in equal parts to increase the shares passing under subparagraphs (7)(a) and (7)(b) of this Item.

(d) If none of the Grantor's issue survives POLLY, the Remaining Property shall be distributed in accordance with the provisions of Item XX.

(8) Upon POLLY's death, unless otherwise directed by his Will, the Trustee of THE JAMES M. SHOEMAKER, JR. MARITAL TRUST shall withhold from the Remaining Property

prior to distributing such property in accordance with the provisions of paragraph (7) of this Item an amount of property which the Trustee deems sufficient to cover the difference between: (i) the total estate taxes due by reason of POLLY's death; and (ii) the total estate taxes which would have been due by reason of POLLY's death if none of the value of the property of THE JAMES M. SHOEMAKER, JR. MARITAL TRUST had been included in POLLY's estate for estate tax purposes. The Trustee of THE JAMES M. SHOEMAKER, JR. MARITAL TRUST, in the Trustee's sole and absolute discretion, shall be authorized to distribute such withheld property to the personal representative of POLLY's estate and/or to any taxing authority for the purpose of satisfying any estate taxes or other liability that may be imposed on the Trustee of the trust, on the trust or on the distributees of the trust until such tax liabilities are finally satisfied. Any property so withheld in excess of the amount finally required to satisfy such tax liabilities shall be distributed as provided in paragraph (7) of this Item for the Remaining Property. POLLY may direct, by her Last Will and Testament taking effect at or after the Grantor's death, the manner in which said estate taxes shall be apportioned between the property of the trust that is included in POLLY's estate for estate tax purposes and all other property included in POLLY's estate for estate tax purposes, but in no event shall the trust pay more than the difference between: (A) the total estate taxes due by reason of POLLY's death; and (B) the total estate taxes that would have been due by reason of POLLY's death if none of the property of the trust had been included in POLLY's estate for estate tax purposes. Whenever the term "estate taxes" is used in this paragraph, said term shall include all estate, inheritance, succession, transfer, legacy and death taxes assessed or imposed with respect to POLLY's estate.

(9) Upon POLLY's death, the Trustee of THE JAMES M. SHOEMAKER, JR. MARITAL TRUST shall also withhold from the Remaining Property prior to distributing such

property in accordance with the provisions of paragraph (7) of this Item an amount of property which, in the Trustee's sole and absolute discretion, shall be sufficient to cover any additional expenses of administration incurred by POLLY's estate as a result of any property of the trust being included in POLLY's estate for estate tax purposes. The Trustee of THE JAMES M. SHOEMAKER, JR. MARITAL TRUST, in the Trustee's sole and absolute discretion, shall be authorized to distribute such withheld property to the personal representative of POLLY's estate for the purpose of paying such expenses and/or may distribute such property directly in payment of any such administrative expenses. Any property so withheld in excess of the amount finally required to satisfy such administrative expenses shall be distributed as provided for the Remaining Property in paragraph (7) of this Item.

ITEM VII.

SPENDTHRIFT PROVISION

After the Grantor's death, payments of principal and income payable or to become payable to the beneficiary of any trust or share thereof created hereunder shall not be subject to anticipation, assignment, pledge, sale or transfer in any manner, nor shall any said beneficiary have the power to anticipate or encumber such interest, nor shall such interest, while in the possession of the Trustee, be liable for, or subject to, the debts, contracts, obligations, liabilities or torts of any beneficiary.

ITEM VIII.

TRUSTS FOR CERTAIN BENEFICIARIES

(1) If the Trustee of any trust created in this agreement is directed under any provision of this agreement to distribute any part of the principal of any such trust outright to a person who has not attained the age of thirty years at the time for such distribution, the share of such person

shall be fully and indefeasibly vested in such person at the time for the creation of his or her share, but shall not be distributed directly to him or her at such time. Rather, the Trustee shall transfer such share to the Trustee, hereinafter named, to be placed in trust for the benefit of such beneficiary until the first to occur of the following events: (a) the day such beneficiary attains the age of twenty-five years; or (b) the Vesting Date; at which time, such beneficiary's trust shall terminate, and all property then remaining in such beneficiary's trust shall be distributed outright to him or her. During the period of each such trust, the Trustee shall hold, manage, invest and reinvest the property of such trust and shall distribute to such beneficiary or for his or her benefit in annual or more frequent installments the amount required to be distributed under the minimum distribution rules under I.R.C. Section 401(a)(9) and the regulations thereunder, or any subsequent statute requiring minimum distributions for any QRP or IRA that is held or owned by this trust. All income earned upon any IRA or QRP and made payable to this trust shall retain its character as income and be administered as such pursuant to this agreement. No expenses chargeable with respect to the principal of any distribution from an IRA or QRP shall be charged against the income portion of such distribution. The Grantor directs the Trustee to treat distributions from any QRP or any IRA as income of the trust to the extent that the distribution represents income generated or deemed to be generated by such QRP or IRA, notwithstanding the treatment of such portion of the distribution under any law concerning the determination of income and principal for trust accounting purposes, and the Trustee shall not charge to such income any expense properly chargeable to the nonincome portion of the distribution. Notwithstanding the above, the Trustee, in the Trustee's sole and absolute discretion, may direct the administrator, custodian or trustee of any QRP or IRA to make distributions to this trust in excess of the minimum distribution amount described above. My Trustee shall have the full authority and power to direct the administrator,

custodian or trustee of any QRP or IRA as to the amounts to be paid to this trust from such QRP or IRA pursuant to this paragraph. In addition, the Trustee shall distribute to such beneficiary or for his or her benefit as much of the income and/or principal of such beneficiary's respective trust as the Trustee deems necessary or advisable to provide for the health, maintenance and support of such beneficiary in accordance with his or her accustomed standard of living and to provide for the education of such beneficiary. The income of any trust not so distributed shall be accumulated and added to the principal of such trust.

(2) If at any time, in the Trustee's sole and absolute discretion, the total fair market value of the assets of any trust established or to be established under this agreement is so small that the Trustee deems it inadvisable to create or continue such trust, the Trustee shall be authorized not to establish such trust or shall be authorized to terminate such trust, and, in such event, the property then to be distributed to or to be held in such trust shall be distributed to the person who is then, or who would then be, entitled to the income of such trust, or, if such person is then a minor, to a custodian of such minor (selected by the Trustee) under the applicable gifts to minors act.

(3) The provisions of this Item shall not apply to the extent they may conflict with or restrict in any manner (a) the exercise of any power of appointment created in this agreement or (b) the Trustee's duty and/or authority to distribute the income or principal of any trust described in this agreement to or for the benefit of any beneficiary during the term of the trust of which such person is then a beneficiary as is otherwise provided in this agreement.

ITEM IX.

THIRD PARTIES

No corporation, transfer agent or other person dealing with the Trustee hereunder shall be obligated to follow the application of any money or property delivered to the Trustee or to examine the terms upon which any property is held by the Trustee, but any such corporation, transfer agent or other person may deal with any such property and with the Trustee as if the Trustee were the owner thereof, free of any trust.

ITEM X.

CONTRIBUTIONS OF ADDITIONAL PROPERTY

The Grantor, as well as any other person, shall have the right at any time and from time to time to add to the trust created herein by depositing additional property with the Trustee hereunder, and all such property so deposited shall be held and distributed by the Trustee in all respects as if originally deposited hereunder.

ITEM XI.

PROHIBITION AGAINST SELF-DEALING

After the Grantor's death or during his incapacity, no powers of the Trustee enumerated herein or now or hereafter conferred upon trustees generally shall be construed to enable the Trustee, or any other person, to purchase, exchange or otherwise deal with or dispose of all or any part of the principal or income of the trusts created herein for less than adequate consideration in money or money's worth. No person, other than the Trustee, shall have or exercise the power to vote or direct the voting of any stock or other securities of these trusts, to control investments or

reinvestments, to veto proposed investments or reinvestments, or to reacquire or exchange any property of these trusts by substituting other property of an equivalent value.

ITEM XII.

APPLICABLE LAW

Notwithstanding the fact that the Grantor or the Trustee may now or at any future time be domiciled elsewhere than in the State of South Carolina, this instrument and the trust created herein shall be regarded for all purposes as a South Carolina instrument and as a South Carolina trust, and the validity and construction thereof shall be determined and governed in all respects by the laws of the State of South Carolina, and the trusts, powers and provisions herein contained shall be administered, exercised and carried into effect under the laws of the State of South Carolina.

ITEM XIII.

POWERS AND DUTIES OF TRUSTEE

The following powers are hereby conferred upon the Trustee named herein (hereinafter referred to as "fiduciary") and are in addition to the powers conferred by law upon fiduciaries or elsewhere set forth in this agreement, and each said fiduciary, its successors or successors and substitutes, is specifically authorized with respect to any and all property at any time held under any provisions of this agreement and any property held pursuant to any power in trust:

(1) To sell upon such terms and conditions as it in its sole discretion may determine, including, but not limited to, the power to sell at public or private sale with or without advertisement for cash or on credit.

(2) To invest and reinvest in, and to acquire by exchange or otherwise, property of any character including stocks of any classification, obligations or other property, real or personal,

whether or not of the same kind, and participation in any common trust fund (including any common trust fund maintained by a fiduciary), without regard to diversification and without being limited to the investments authorized by law for the investment of trust funds.

(3) To retain property of any kind received by it, without regard to diversification and without being limited to the investments authorized by law for the investment of trust funds and without liability for diminution in value of any property so retained.

(4) To form a corporation using all or any part of the assets of the trust estate and to hold the stock of such corporation as an asset of the trust estate.

(5) To exercise each and every option and privilege under any policy of insurance owned or payable to a fiduciary or any trust hereunder.

(6) To join in, consent to or become a party to any reorganization, merger, consolidation, dissolution, readjustment, exchange or other transaction and any plan or action thereunder or in connection therewith; to deposit any such property with any protective, reorganization or similar committee; to delegate discretionary powers thereto and to share in payment of its expenses and compensation and to pay any assessments levied with respect to such property and to receive property under any reorganization, merger, consolidation, dissolution, readjustment, exchange or other transaction whether or not the same be authorized by law for the investment of trust funds.

(7) To enter into a limited partnership or operating agreement.

(8) To exercise all conversion, subscription, voting and other rights of whatsoever nature pertaining to any such property and to grant proxies, discretionary or otherwise, with respect thereto.

(9) To make and retain joint investments of undivided interests in any property, real or personal, whether or not all the property be held hereunder and whether the provisions under which such other property is held are similar.

(10) With respect to any real property (including real property acquired on foreclosure or by deed in lieu thereof) at anytime held hereunder, to sell, exchange, partition, lease, sublease, mortgage, improve or otherwise alter the same upon such terms as it may deem proper and to execute and deliver deeds, leases, mortgages or other instruments relating thereto. Any lease may be made for such period of time as the fiduciary may deem proper and without the approval of any court and may extend beyond the term of this agreement and any trust created thereunder.

(11) To extend the time of payment of any obligation and/or security held by it, or of any installment of principal or interest or to hold such obligation and/or security after maturity is past due; to consent to the alteration or modification of any terms thereof and/or waive defaults in the performance of the terms thereof; to foreclose any such mortgage or security or compromise or settle claims thereunder; to take over, take title to or manage the property, or any part thereof affected by any such mortgage or security agreement, either temporarily or permanently, and in partial or complete satisfaction of any claim thereunder; to protect such property against or redeem it from foreclosure or nonpayment of taxes, assessments or other liens; to insure, protect, maintain and repair such property; and generally, without limitation by the foregoing specifications, to exercise with respect to such obligation and/or security or such property all rights and powers as may be exercised by a person owning similar property in his or her own right.

(12) To borrow money from any person or corporation (including any fiduciary hereunder) for any purpose without resorting to the sale of any assets; and, for the purpose of securing the payment thereof, to pledge, mortgage or otherwise encumber any and all property upon

such terms, covenants and conditions as it may deem proper; and also to extend the time of payment of any loans or encumbrances which at any time may be encumbrances on any such property irrespective of by whom the same were made or by whom the obligation may or should ultimately be borne, upon such terms, covenants and conditions as the fiduciary may deem proper.

(13) To exercise any and all the powers, authorities and discretions provided herein in respect to any shares of stock of the fiduciary and any successor corporation whether by merger, consolidation, reorganization, sale or otherwise.

(14) To register any property in the name of its nominee, or to hold the same unregistered, or in such form that title shall pass by delivery.

(15) To distribute in cash or in kind or partly in cash and partly in kind.

(16) To abandon, settle, compromise, extend, renew, modify, release, adjust or submit to arbitration in whole or in part and without the order or decree of any court any and all claims whether such claims would increase or decrease the assets held hereunder.

(17) To decide with absolute discretion how commissions, attorneys' fees and other administration expenses shall be taken as tax deductions and to charge fiduciary commissions to principal and/or income, and the determination in this respect shall be final and conclusive upon all persons interested hereunder whether or not the amount of their respective interest or shares are thereby affected; provided, however, that adjustments between principal and income may, in the exercise of the fiduciary's absolute discretion, be made if deemed advisable.

(18) To determine whether or not to amortize the premium on any investment, or to allocate to income all or any part of any discount on any investment and the decision with respect thereto shall be conclusive upon all parties interested hereunder.

(19) To consider, insofar as permitted by law, all extraordinary dividends, whether in cash or in stock, and all realized appreciation in the value of stocks, bonds, securities or other property, resulting from the sale or other disposition thereof, principal and not income, but ordinary stock dividends paid regularly by a corporation in lieu of or in addition to regular cash dividends shall be considered income and not principal; provided, however, that the determination by the fiduciary as to whether any dividends shall be apportioned or allocated in whole or in part to principal or income shall, insofar as permitted by law, be conclusive and binding upon all persons now or hereafter interested in the trust estates.

(20) To keep adequate books and records of receipts, disbursements and transactions in accordance with generally accepted accounting procedures and to set up or not set up reserves for depreciation and/or obsolescence and to allocate such depreciation and/or obsolescence against income and/or corpus as the fiduciary in its sole discretion shall deem advisable. Such books and records shall be opened to any beneficiary for inspection at reasonable times and intervals.

(21) To administer any two or more of the trusts herein created or any parts thereof together or as a single fund by holding the principal of such trusts in one or more consolidated funds in which the separate trusts shall have undivided interests.

(22) To invest, so far as permitted by law, all or such portions of the trust assets as the fiduciary deems advisable in bonds of foreign governments or political subdivisions and in stocks, bonds or other securities of foreign corporations and in real estate located in foreign countries.

(23) If the administration of any trust created herein is required in any jurisdiction in which the fiduciary, for any reason, cannot serve, the fiduciary shall be authorized to appoint a fiduciary to serve in such jurisdiction.

(24) To file such returns as may be required under the tax laws of the United States, any state, any political subdivision of any state or any foreign country; to make any election permitted by any tax law, if, in the fiduciary's opinion, such election is in the best interest of any trust created herein; to make any disclaimer permitted by any tax law, if, in the fiduciary's opinion, such disclaimer is in the best interest of any trust created herein; and to agree to such apportionment of taxes and application of estimated tax payments, refunds and credits as the fiduciary deems equitable under all the circumstances.

(25) To have full access to all credit card accounts, cell phone accounts and records (including GPS information), computers and to all e-mail accounts, including, but not limited to passwords, and to deal with all internet service providers and website hosting providers, and to be authorized to open, manage, use, transfer, gift and close membership plans and accounts.

(26) The Grantor authorizes, but does not direct, the Trustee to divide any trust established by this agreement, at any time, into two or more separate trusts so that the federal generation-skipping transfer tax inclusion ratio as defined in I.R.C. Section 2642(a) for each trust shall be either zero or one. All such separate trusts shall have the identical provisions as the original trust from which they shall have been divided; provided, however, that the Trustee, in making discretionary distributions from such trusts, shall be authorized to make such discretionary distributions in such manner as the Trustee shall deem advisable and shall not be required to make such distributions pro rata or equally from such trusts.

(27) To employ any attorney, accountant or other professional to provide services to my estate and/or to any such trust and to pay reasonable fees for all services provided according to such firm's customary fees for such services, taking into consideration the value and nature of the assets

of my estate and/or of such trust, the nature of the services rendered and the time and responsibilities involved in performing such services.

(27) In any judicial proceeding involving my estate or any trust hereunder and in any non-judicial settlement of the account of a Personal Representative or Trustee hereunder, the interest of a person under disability may be represented by a party to such proceeding or settlement who is not under disability and who has the same interest.

(28) For so long as it serves as Trustee hereunder, Merrill Lynch Trust shall have the following specific powers as to trust property and may exercise the same in its sole and absolute discretion without court order or approval:

(a) To engage any corporation, partnership or other entity affiliated with Merrill Lynch Trust (an "Affiliated Entity") to render services to any trust hereunder, including without limitation:

(i) To manage or advise on the investments of such trust on a discretionary or nondiscretionary basis.

(ii) Unless prohibited by applicable law, to act as a broker or dealer to execute transactions, including the purchase of any securities currently distributed, underwritten or issued by an Affiliated Entity, at standard commission rates, markups or concessions and to provide other management or investment services with respect to such trust, including the custody of assets, and to pay for any such services from trust property without reduction for any compensation paid to Merrill Lynch Trust Company for its services as Trustee except to the extent such services are included in its compensation, as described in its published fee schedule.

(b) To invest in open-end or closed-end investment companies offered by an Affiliated Entity or to which an Affiliated Entity may tender services for compensation.

(c) To (i) utilize the Merrill Lynch Consults service ("Consults service"), the Personal Investment Program ("PIA" program) or any other investment service offered by an Affiliated Entity in the management of the investment of the trusts, without regard to any resulting increase in the compensation of Merrill Lynch Trust Company or an Affiliated Entity, and to designate the trust property to be managed through such service and appoint (and, from time to time, replace) the investment manager or managers, including an Affiliated Entity, for those assets; provided that during the Grantor's lifetime, Merrill Lynch Trust Company may, but need not, consider the wishes of the Grantor as to the selection of a manager; and (ii) submit to arbitration any dispute with respect to the Consults service, the PIA program or any other investment service offered by an Affiliated Entity that may arise between the Trustee and any investment manager or an Affiliated Entity.

(d) To invest trust assets or sweep cash awaiting distribution or investment into its own deposits or the deposits of an Affiliated Entity.

(e) To cause or permit all or any part of any trust hereunder to be held, maintained or managed in any jurisdiction and to hold any trust property in the name of its nominee or a nominee of any Affiliated Entity.

(29) For so long as it serves as Trustee hereunder, Merrill Lynch Trust shall not be deemed to have accepted title to, and shall not act or be obligated to act in any way as a fiduciary with respect to any real property, including any real property owned or operated by a sole proprietorship, general or limited partnership, limited liability company, or closely held corporation or any interest in any such business enterprise, which is or may become an asset of the trust until an

appropriate environmental audit is performed at the expense of the trust to determine whether the condition of such real property or operations conducted by such business enterprise are in compliance with state and federal environmental laws and regulations.

(30) My Personal Representative and Trustee shall have the power to employ, and to delegate any of its discretionary and nondiscretionary powers to agents and Affiliated Entities, including, but not limited to, attorneys, investment advisers, appraisers or accountants as it deems appropriate and to pay for such services from the estate or the trust property.

(31) My Personal Representative and Trustee may, but shall not be required to, at any time, and from time to time, file an account of its administration with a court of competent jurisdiction. Prior to transferring any or all of the assets of my estate or any trust hereunder to a successor Personal Representative or Trustee or to making any partial or complete distribution of estate or trust principal, the Personal Representative or Trustee may require an approval of its account either by (a) release and discharge from those competent beneficiaries currently eligible to receive income or principal and those who would succeed to principal were the estate or trust to then terminate (which release(s) and discharge(s) shall be binding on all persons at any time interested in the estate or trust) or (b) by a court of competent jurisdiction. All of the Personal Representative's and Trustee's fees and expenses (including reasonable attorneys' fees) attributable to any such accounting and approval shall be paid by the estate or trust.

ITEM XIV.

ANNUAL STATEMENTS OF ACCOUNT

The Trustee shall, upon the request of any person then entitled to receive income from any trust created herein, furnish to such person at least annually a statement showing the property held by the Trustee and the receipts and disbursements thereunder.

ITEM XV.

APPOINTMENT OF SUCCESSOR TRUSTEE/ADDITIONAL

MATTERS RELATING TO TRUSTEES

(1) During his lifetime, the Grantor shall have the power to remove any Trustee serving hereunder and to appoint one or more successor Trustee(s). If for any reason the Trustee hereinabove appointed becomes unable or unwilling to continue serving as Trustee of any such trust and if the Grantor fails to appoint a successor Trustee, the Grantor appoints his wife, POLLY, and LESLEY R. MOORE as Co-Trustees of this trust during the Grantor's lifetime. Upon the Grantor's death, the Grantor appoints his wife, POLLY, and MERRILL LYNCH TRUST as Co-Trustees of THE JAMES M. SHOEMAKER, JR. QTIP TRUST and THE JAMES M. SHOEMAKER, JR. EXEMPTION TRUST. If for any reason POLLY is unable or unwilling to serve or continue serving as Co-Trustee of any such trust, the then serving Co-Trustee shall serve as sole Trustee of such trust. The Grantor appoints MERRILL LYNCH TRUST as Trustee of each and every other trust created herein.

(2) The Grantor authorizes the persons at the time comprising the governing board of the Professional Corporation now bearing the name FREEMAN AND MOORE, PC by majority vote taken at a duly held meeting, in its discretion to remove any corporate fiduciary serving

hereunder and to replace said fiduciary with one or more individuals or corporate fiduciaries. If for any reason the law firm of FREEMAN AND MOORE, PC is unable or unwilling to appoint a successor Trustee, MARTHA LOUISE RAMAGE LEWIS shall have the power in her discretion to remove any corporate fiduciary and appoint one or more individuals or corporate entities to serve as successor Trustee or Co-Trustee. Said removal and replacement shall be given by thirty (30) days advance written notice to all Interested Parties. Said removal and replacement power may be exercised one or more times.

(3) The Grantor expects that the Trustee of any such trust will use one or more investment managers. The Grantor directs the Trustee to provide to the persons at the time comprising the governing board of the Professional Corporation now bearing the name FREEMAN AND MOORE, PC or MARTHA LOUISE RAMAGE LEWIS, as the case may be, copies of account statements for each such trust on a semiannual or more frequent basis.

(4) No Trustee or successor Trustee named or described herein shall be required to post a bond.

(5) If there is more than one Trustee serving, any Trustee may give any Co-Trustee power of attorney, by written instrument, to act for or to sign any document in the name of the Trustee giving such power, provided such act is one which a fiduciary may properly delegate, and any action taken pursuant to such power of attorney shall be valid for all purposes as if done or signed in person by the Trustee giving such power of attorney. Any such power of attorney may be general or may be limited to certain acts or instruments or may contain conditions and restrictions and may be changed or revoked at any time by the Trustee who gave such power, giving written notice of its change or revocation to the Co-Trustee to whom such power is given.

(6) All successor Trustees shall have all the rights, authorities and duties granted in this agreement as if originally named Trustee, and no successor Trustee shall be required to inquire into or audit the acts or actions of any predecessor Trustee.

(7) In lieu of any compensation that may be provided by statute or otherwise by state law, all individuals who may serve as a Trustee of any trust created herein shall be entitled to receive reasonable compensation from such trust for all services provided to such trust, taking into consideration the value and nature of the assets of such trust, the nature of the services rendered and the time and responsibilities involved in performing such services. Unless otherwise agreed by the parties, any corporate Trustee shall receive such compensation for its services as it normally charges to administer similar trusts under its regularly published fee schedule as the same from time to time may be amended taking into account the investment function of any investment manager appointed hereunder. In the case of Merrill Lynch Trust and, except to the extent required by applicable law, such compensation shall not be reduced for any other fees or other compensation paid to Merrill Lynch Trust or an Affiliated Entity (as defined in paragraph (29) of Item XIII), including, but not limited to, such fees or other compensation paid by any mutual fund, unit investment trust or other investment vehicle, or an agent. All compensation described herein may be paid without court approval.

(8) Each Trustee named herein and each successor Trustee may resign without the order of any officer or court and without the consent of any beneficiary of any provision of this trust upon giving all Interested Parties thirty days advance written notice of such Trustee's intention to resign from such trusteeship and/or co-trusteeship.

ITEM XVI

DEFINITIONS OF TERMS USED IN THIS AGREEMENT

(1) All references to "education" shall refer to the education of the beneficiary in question at any available level at any formal educational institution, whether or not accredited, including preschool, elementary, secondary, trade, vocational, college and postgraduate schools and shall include, but shall not be limited to, such expenses as tuition, books, laboratory fees, educational equipment and supplies, private lessons, counseling, housing, board, travel to and from the educational institution in question, and all such other expenditures as the Trustee may deem appropriate to enable the beneficiary in question to further his or her education.

(2) Unless otherwise expressly provided herein to the contrary, all references to an "Item" or to "Items" shall refer to Item(s) of this agreement.

(3) All references to "Interested Parties" shall refer to the following applicable individuals and/or entities: to all then serving Trustees of the trust in question; to the successor Trustee or Co-Trustee or other fiduciary being appointed in the instrument in question; to the fiduciary being replaced; and to all persons then entitled to receive income from the trust in question, or to the guardian(s) of such persons.

(4) Unless otherwise provided herein, when the term "Trustee" is used in this agreement, it shall include all persons and/or institutions, whether singular or plural, masculine or feminine, then acting as Co-Trustees or as sole Trustee.

(5) All references to the "Vesting Date" shall refer to later to occur of the following events: (a) the day preceding the twenty-first anniversary of the death of the survivor of the Grantor, POLLY and those of the Grantor's issue who are living at the date of the execution of this

agreement; or (b) the day preceding the ninetieth anniversary of the creation of the interest or power in question in accordance with the provisions of S.C. Code Section 27-6-10 et seq.

(6) All references to "child" or "children" mean lawful blood descendants in the first degree of the parent designated and all references to "issue" and "descendants" mean lawful blood descendants in the first, second or any other degree of the ancestor designated; provided always, however, that an adopted child, if adopted prior to reaching age eighteen years, and such adopted child's issue, whether birth or adopted, if adopted prior to reaching age eighteen years, shall be considered in this agreement as lawful blood descendants of the adopting parent or parents and of anyone who is by blood or adoption an ancestor of the adopting parent or of either of the adopting parents and shall not be considered issue of the adopted child's birth parents, except that where a child is adopted by a spouse of one of his or her birth parents, such child shall be considered issue of such birth parent as well as issue of the adopting parent.

(7) All references to section(s) and chapter(s) of the Internal Revenue Code are to section(s) and chapter(s) of the Internal Revenue Code of 1986 presently in force or as such section(s), chapter(s) and/or code from time to time may be amended or superseded.

(8) All references to "Net Income" shall refer to the entire net income of the trust in question, from and after the time the Trustee is directed to distribute said income to the beneficiary in question. The Trustee shall determine said income in accordance with the powers herein granted to the Trustee; provided, however, and notwithstanding any provision of this agreement to the contrary, the Trustee shall not make any charge to income or allocation to principal which would cause the beneficiary of the trust in question to receive in any year less than all of said income within the meaning of the federal estate tax laws as officially interpreted from time to time.

(9) All references to "spouses" shall refer to (a) any person who at the time in question is legally married to and living as spouses with a descendant of the Grantor or (b) any person who is legally married to and living as spouses with a descendant of the Grantor at such descendant's death. If a person qualifies as a spouse of a descendant of the Grantor by reason of being legally married to and living as spouses with such descendant at the time of such descendant's death, such surviving spouse shall continue to be considered as such descendant's spouse regardless of whether he or she marries after such descendant's death.

ITEM XVII.

LIABILITIES OF FIDUCIARIES

No Trustee hereunder, or any successor or substitute thereof, shall be liable for any loss to the assets of any trust hereunder, except for bad faith or willful misconduct.

ITEM XVIII.

RULE AGAINST PERPETUITIES

Notwithstanding any other provision of this agreement to the contrary, unless sooner vested as herein provided, on the Vesting Date, all property of every trust created by this agreement shall vest in and immediately be distributed free of all trusts, to the person(s) then entitled to share the income thereof in the proportions in which they are then entitled to share such income. The provisions of this Item are intended to prevent any possible violation of the rule against perpetuities, and they shall be construed accordingly.

ITEM XIX.

PRESUMPTION OF SURVIVORSHIP

If any beneficiary, other than POLLY, and the Grantor should die as a result of a common accident or calamity or otherwise under such circumstances as would render it doubtful whether the beneficiary or the Grantor died first, then it shall be conclusively presumed for the purposes of this agreement that said beneficiary predeceased the Grantor. In the case of POLLY, she shall be deemed to have survived the Grantor.

ITEM XX.

FINAL CONTINGENT BENEFICIARIES

(1) If, pursuant to any provision of this agreement, the Trustee of any trust created in this agreement is directed to distribute any property remaining in any such trust at the Grantor's death or at the death of any beneficiary of any trust created in this agreement in accordance with the provisions of this Item (such time is referred to hereinafter as the "Distribution Date"), the Trustee of the trust in question shall distribute such property as follows:

(a) The lesser of Twenty-Five Percent (25%) of such property or Two Hundred Fifty Thousand Dollars (\$250,000.00) in cash, or, in the discretion of the Trustee, in property having such value, shall be distributed to THE COMMUNITY FOUNDATION OF GREATER GREENVILLE, Greenville, South Carolina, or to its successor, to be used for such purposes as the governing board of said organization shall deem advisable.

(b) The lesser of Twenty-Five Percent (25%) of such property or Two Hundred Fifty Thousand Dollars (\$250,000.00) in cash, or, in the discretion of the Trustee, in property having such value, shall be distributed to the UNIVERSITY OF VIRGINIA LAW

SCHOOL FOUNDATION, Charlottesville, Virginia, or to its successor, to be used for such purposes as the governing board of said organization shall deem advisable.

(c) The lesser of Twenty-Five Percent (25%) of such property or Two Hundred Fifty Thousand Dollars (\$250,000.00) in cash, or, in the discretion of the Trustee, in property having such value, shall be distributed to CHRIST CHURCH ENDOWMENT CORPORATION, Greenville, South Carolina, or to its successor, to be used for such purposes as the governing board of said organization shall deem advisable.

(d) The balance of such property shall be distributed in equal shares to those among the Grantor's brother, THOMAS COE SHOEMAKER, and the Grantor's sister, KATYA S. SPICUZZA, who survive the Distribution Date, or all to the survivor of them.

(2) The provisions contained in this Item are included in this agreement solely for the purpose of providing for the disposition of any property of any trust created herein in the unlikely event that the primary beneficiary or beneficiaries of such trust should all die prior to the time for the distribution or the termination of such trust. The Grantor accordingly directs the Trustee, so far as is consistent with the provisions of this agreement, to give no consideration to reserving funds or properties for distributions pursuant to the provisions of this Item. Furthermore, the Trustee shall be under no duty to notify the beneficiaries named or described in this Item of the nature and extent of this contingent provision until any interest created in this Item shall vest, if that shall ever happen.

ITEM XXI

RESTRICTIONS ON CERTAIN DISTRIBUTIONS

Notwithstanding any provision of this agreement to the contrary, if at any time any person who is serving as a Co-Trustee or as sole Trustee of any trust described in this agreement shall have

a legal obligation to support any beneficiary of any such trust, during such time as such person is serving as a Co-Trustee of such trust, he or she shall have no right to participate in any decision regarding any distribution or proposed distribution of the income or principal of such trust to or for the benefit of any beneficiary whom such person at such time shall have a legal obligation to support, and all such decisions shall be made by the remaining Co-Trustee(s) of such trust, acting in their, or in his, her or its fiduciary capacities or capacity; and while such person is serving as sole Trustee of such trust, such sole Trustee shall not be authorized to distribute any income or principal of such trust to or for the benefit of any beneficiary whom such person at such time shall have a legal obligation to support if such distribution would discharge any legal obligation which such sole Trustee may have to support such beneficiary.

ITEM XXII.

PAYMENT OF DEBTS AND ESTATE TAXES

After the Grantor's death, and except as otherwise provided herein, the Trustee, in the Trustee's discretion, may pay all or any part of the Grantor's funeral expenses, legally enforceable claims against the Grantor or the Grantor's estate, reasonable expenses of administration of the Grantor's estate, and any estate, inheritance, transfer, succession, death or similar taxes, including any interest or penalties thereon, payable by reason of the Grantor's death (other than any generation-skipping transfer tax or any additional tax imposed by Section 2032A of the Internal Revenue Code) ("Estate Taxes"), assessed or imposed with respect to the Grantor's estate, or any part thereof, whether or not passing under this trust, or any amendment thereto, or under the Grantor's Will, or any codicil thereto, including all policies of insurance on the Grantor's life, all bequests and devises, and all transfers, powers, rights or other interests in property included in the

Grantor's gross estate for the purpose of such Estate Taxes, without reimbursement from the Grantor's estate. Except as otherwise provided herein and in the Grantor's Will to the contrary, all such payments shall be charged generally against the principal of the trust estate includable in the Grantor's estate for federal estate tax purposes, provided, however, any such Estate Taxes shall first be charged against the Grantor's residuary estate passing under Item V and shall not be charged against any assets qualifying for the marital deduction and/or charitable deduction; provided, however, that if and to the extent that the Grantor's residuary estate is insufficient to pay such Estate Taxes, such excess Estate Taxes shall be paid from and shall reduce the marital bequest described in Item IV. Except as otherwise provided herein and in the Grantor's Will to the contrary, such tax payments shall be made without apportionment and shall not be charged against any recipient, transferee, owner, or other beneficiary, and shall not be prorated among any of the transfers made under this trust or under the Grantor's Will, or against property passing outside of this trust or outside of the Grantor's Will. The Trustee may make such payments directly or may pay over the amounts thereof to the Personal Representative of the Grantor's estate. Written statements by the Personal Representative of such sums due and payable by the Grantor's estate shall be sufficient evidence of their amount and propriety for the protection of the Trustee, and the Trustee shall be under no duty to see to the application of any such payments.

ITEM XXIII.

PENALTY FOR CONTEST

Except as specifically provided below, the Grantor hereby revokes and annuls the benefit, bequest or devise of a legatee or beneficiary who shall oppose its probate or contest its validity. If any guardian or next friend contests this agreement's validity on behalf of a legatee or beneficiary,

the benefit, bequest or devise to such legatee or beneficiary shall be revoked and annulled, and the benefit, bequest or devise which such beneficiary would have received if he or she had made no such contest or brought no such proceedings shall go to the other beneficiaries of this agreement (other than such beneficiary) in the same proportion as the other property received under the residuary clause of this agreement. The provisions hereinabove shall not apply with respect to POLLY and any assets that qualify for the marital deduction.

ITEM XXIV.

COPY OF AGREEMENT

To the same effect as if it were the original, anyone may rely upon a photostatic copy or a copy certified by a notary public to be a counterpart of this instrument.

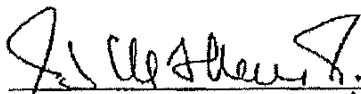
IN WITNESS WHEREOF, JAMES M. SHOEMAKER, JR., as the Grantor, has hereunto set his hand and seal, and JAMES M. SHOEMAKER, JR., as the Trustee, in token of his acceptance of the trust(s) created hereby, has hereunto set his hand and seal the day and year first above written.

Witnesses as to Grantor:


Witness


Witness

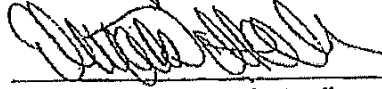
GRANTOR:

 (SEAL)
JAMES M. SHOEMAKER, JR.

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE) PROBATE

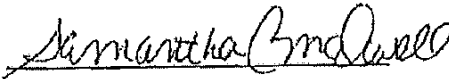
PERSONALLY appeared the undersigned witness and made oath that (s)he saw JAMES M. SHOEMAKER, JR., as Grantor, sign, seal and as his act and deed deliver the within instrument and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this
5 day of June, 2015

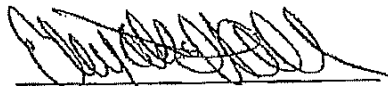


(SEAL)

Notary Public for South Carolina
My Commission Expires: 11/28/2017

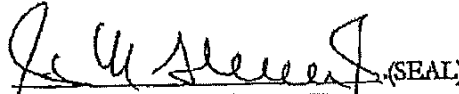


Witnesses as to Trustee:

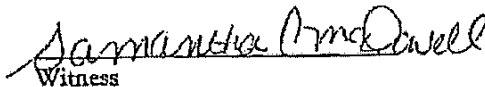


Witness

TRUSTEE:



JAMES M. SHOEMAKER, JR.

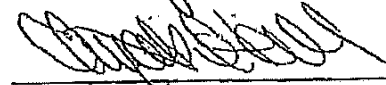


Witness

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE) PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw JAMES M. SHOEMAKER, JR., as Trustee, sign, seal and as his act and deed accept delivery of the within instrument and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this
5 day of June, 2015



(SEAL)

Notary Public for South Carolina
My Commission Expires: 11/28/2017



12/23/16

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

RESTATEMENT OF
THE JAMES M. SHOEMAKER, JR. REVOCABLE TRUST

THIS RESTATEMENT OF TRUST is made this 23 day of Dec.
2016, by and between JAMES M. SHOEMAKER, JR. (the "Grantor") and JAMES M.
SHOEMAKER, JR. (the "Trustee") in order to restate in its entirety that certain trust agreement by
and between the Grantor and the Trustee dated June 5, 2015.

The Grantor, desiring to establish a revocable trust, hereby assigns, transfers and conveys to
the Trustee all the Grantor's interests in the property more particularly described in Exhibit A,
attached hereto and by this reference made a part hereof, to be held in trust for the Grantor's
benefit, subject to the terms, conditions and purposes hereinafter set forth in this agreement.

The Grantor agrees to execute and deliver all further documents which the Trustee shall
reasonably require in connection with the assignment, transfer and conveyance of said property.

The Trustee hereby acknowledges delivery of the property described in Exhibit A and agrees
to hold and manage said property, together with all other property added to this trust, in trust, for
the uses and in the manner hereinafter set forth.

This trust shall be known as "THE JAMES M. SHOEMAKER, JR. REVOCABLE
TRUST."

The Grantor is married to MARY S. SHOEMAKER ("POLLY"). The Grantor has three
children, and their names are JAMES MARSHALL SHOEMAKER III ("MARSHALL"),

EDWARD SLOAN SHOEMAKER ("SLOAN") and JONATHAN EVANS SHOEMAKER
("JONATHAN").

ITEM I

RESERVATION OF RIGHTS BY GRANTOR

Unless the Grantor is disabled as determined in paragraph (5) of Item II, the Grantor hereby expressly reserves the full right, to be exercised at any time and from time to time during the Grantor's lifetime, to do the following:

- (1) To revoke this instrument entirely and to receive from the Trustee all property then remaining in this trust after making payment or provision for payment of all expenses connected with the administration of this trust.
- (2) To alter or amend this instrument in whole or in part from time to time, provided that such change does not increase the duties or liabilities of the Trustee without the Trustee's consent.
- (3) To change the identity or number, or both, from time to time of the Trustee hereunder.
- (4) To withdraw from the operation of this trust from time to time any part or all of the property then in this trust.
- (5) To direct the Trustee to distribute any or all of the assets comprising this trust to such persons or entities, in trust or otherwise, and in such manner as the Grantor shall direct.
- (6) Any and all such withdrawals and distributions, as well as any such change or revocation, shall be effected by a written instrument executed and acknowledged by the Grantor and delivered in person or by mail to the Trustee during the lifetime of the Grantor or by verbal

direction by the Grantor to the Trustee. Any such written instrument received by the Trustee after the Grantor's death shall be ineffective. Upon any such withdrawal or distribution, all property withdrawn shall be conveyed to the Grantor or to those persons or entities so selected by the Grantor, as the case may be, free of the terms of this trust. The Trustee shall have a reasonable time after receiving the writing which revokes this trust, in whole or in part, in which to deliver such trust property to the Grantor.

ITEM II.

ADMINISTRATION OF TRUST

The Trustee shall hold, manage, invest and reinvest the property of this trust, shall collect and receive the income therefrom, and, after deducting all expenses incurred in the administration of this trust, shall distribute the income and principal of this trust as follows:

(1) All property at any time comprising this trust shall be held in trust for the Grantor's benefit during the Grantor's lifetime. During the Grantor's lifetime, the Trustee shall distribute to the Grantor or for his benefit as much of the income and/or principal of this trust as the Trustee deems necessary or advisable to provide for his health, maintenance and support in accordance with his accustomed standard of living. In the event the Grantor is disabled or incapacitated, the Trustee may, during such disability or incapacity, distribute part or all of the income and/or principal of this trust to or for the benefit of the Grantor's wife, POLLY, to provide for her health, maintenance and support in accordance with her accustomed standard of living. Any income of this trust not so distributed shall be accumulated and added to the principal of this trust. In making distributions from this trust to or for the Grantor, the Trustee shall not be required to take into consideration other income and assets of the Grantor and of trusts known to the Trustee, if any, of which he is

then a beneficiary. In making distributions from this trust to or for POLLY, the Trustee shall take into consideration other income and assets of POLLY and of trusts known to the Trustee, if any, of which she is then a beneficiary. In creating this trust, it is the Grantor's primary desire that the Grantor be suitably maintained during the Grantor's lifetime, and that POLLY be suitably maintained during the Grantor's incapacity, in accordance with the standards set out in this paragraph rather than that the principal of this trust be preserved until the termination of this trust, and the Trustee shall be guided by these desires in making distributions from this trust.

(2) During his lifetime and unless he is determined to be disabled in accordance with paragraph (5) of this Item, the Grantor shall have the power, at any time and from time to time, by written instrument signed by the Grantor and delivered to the Trustee during the Grantor's lifetime (unless the Grantor and the Trustee are one and the same), or at his death by his Last Will and Testament, making express reference to this power, to direct the Trustee to turn over any portion or all of the principal of this trust to, among or for the benefit of such persons and entities, including the Grantor's estate, in such manner, in trust or otherwise, as the Grantor may direct in such instrument. The Trustee shall comply with such written directions without reference to the purpose thereof.

(3) During the Grantor's lifetime, if the Trustee determines that the Grantor is disabled as described in paragraph (5) of this Item or if the Grantor is declared to be incompetent by a court of competent jurisdiction, the Trustee, exercising absolute judgment and without liability, may make such distributions from the trust assets as are necessary or appropriate to carry out, on the Grantor's behalf, any plan or pattern of gifts to any charitable organization or any of the Grantor's issue and their spouses (even if such person is then acting as the Grantor's general attorney-in-fact) that (a) are in accordance with the Grantor's personal history of making or joining in the making of lifetime

gifts, or (b) had previously been clearly contemplated by the Grantor, or (c) would be in the best interests of the subsequent beneficiaries of this trust and would not substantially impair the Grantor's own financial security. With respect to any gifts to or in favor of any individuals, the amount given to any particular individual during any particular calendar year shall not exceed the then-applicable maximum annual exclusion amount as described in Internal Revenue Code § 2503(b).

(4) Upon the Grantor's death, if and to the extent the Grantor does not effectively exercise the general power of appointment granted to him in paragraph (2) of this Item, all property then remaining in this trust shall be distributed in accordance with the provisions of the following Items.

(5) The decision as to whether at any time or from time to time the Grantor is disabled for purposes of Item I and this Item because of advanced age, illness or other cause has impaired the Grantor's ability to transact ordinary business shall be made by a court of competent jurisdiction or by the Grantor's then serving agent under his Health Care Power of Attorney and two physicians, one of whom is a physician who has examined or treated the Grantor within the prior twelve months. Any such determination shall be by written instrument signed by the physicians and the then serving agent under the Grantor's Health Care Power of Attorney, and delivered to the Grantor and the Trustee. During any period in which the Grantor is determined to be disabled hereunder, he may be prohibited from exercising any power under Items I and XV and/or making withdrawals pursuant to paragraph (2) of this Item.

ITEM III.

SPECIFIC BEQUESTS

(1) The Grantor bequeaths all his personal and household effects, including, but not limited to, furniture, appliances, furnishings, objects of art, silver, silverware, china, crystal, books, photographs, jewelry, clothing, automobiles, boats and other vehicles, wherever located, to those persons and/or organizations designated in any written memorandum either in the Grantor's handwriting or signed by the Grantor and in existence at the time of his death. If no such written statement is found within ninety (90) days after the Grantor's death, it shall be conclusively presumed that there is no such written statement and any subsequently discovered written statement shall be void. In default of such written statement, or to the extent such written statement does not completely or effectively dispose of the Grantor's tangible personal effects held in this trust, then the Grantor leaves all such remaining items to POLLY, if she survives the Grantor, and if not, then in approximately equal shares (not taking into account items disposed of in the above-described memorandum) to those among the Grantor's children who survive him, as they may agree upon and specify. If said beneficiaries cannot reach an agreement within six months after the Grantor's death, the Trustee shall make the final determination as to the division and distribution of such items among said beneficiaries, and the Trustee's decision shall not be subject to question by any beneficiary herein.

(2) The Grantor devises to his wife, POLLY, if she survives him, all interests owned by him at his death in his principal residence located at 10 Creekridge Road, Greenville, South Carolina, or a principal residence to which he may later move. If POLLY predeceases the Grantor, the Grantor directs the Trustee to sell his primary residence after his death, if applicable, and the net proceeds from such residence shall be added to his residuary estate passing under Item V.

(3) The Grantor bequeaths the sum of One Hundred Thousand Dollars (\$100,000.00) in cash, or, in the discretion of the Trustee, in property having such value, each to those among his brother, THOMAS C. SHOEMAKER, and his sister, KATYA S. SPICUZZA, who survives him, and if a sibling of the Grantor predeceases him, his or her bequest shall lapse.

(4) If POLLY predeceases the Grantor, the Grantor bequeaths the sum of Fifty Thousand Dollars (\$50,000) in cash to DEBORA WINE, if she is then in the Grantor's employ, and if not, then this bequest shall lapse. If POLLY survives the Grantor, this bequest shall lapse.

(5) The property bequeathed or devised under this Item shall be subject to all outstanding indebtedness thereon at the Grantor's death. All insurance in effect at the Grantor's death (including the proceeds of any claim arising prior to, upon or after his death) with respect to such bequest or devise shall be considered a part of such bequest or devise.

ITEM IV.

CREATION OF THE MARITAL TRUST

(1) After the Grantor's death, if POLLY survives the Grantor, the Grantor directs the Trustee to create a trust, to be known as "THE JAMES M. SHOEMAKER, JR. MARITAL TRUST", from property of this trust (undiminished by any Estate Taxes as defined in Item XXII) having a value equal to the maximum marital deduction allowable to the Grantor's estate at the time of his death for federal estate tax purposes, taking into consideration any election the Grantor's personal representative may make for income or estate tax purposes with respect to the deduction of administration expenses and losses allowed under I.R.C. Sections 2053 and 2054, less the aggregate amount of the marital deduction, if any, allowed for such tax purposes by reason of property passing or which has passed to POLLY otherwise than pursuant to the provisions of this Item, including

any provisions of the Grantor's Will, by operation of law or otherwise; provided, however, the amount of this bequest shall be reduced by the amount, if any, needed to increase the Grantor's taxable estate (for federal estate tax purposes) to the largest amount that, after application of the available unified credit against the federal estate tax and the state death tax credit against such tax (but only to the extent that the use of such state death tax credit does not increase the death tax payable to any state) will result in the smallest (if any) federal estate tax being imposed on the Grantor's estate. The Trustee shall have the sole discretion to select the assets which shall constitute this bequest. The Trustee shall value any assets selected by the Trustee for distribution in kind in satisfaction of this bequest at the value of such asset at the date of its distribution. Any property of this bequest which does not qualify for the marital deduction, by reason of the Grantor's personal representative failing to elect to so qualify such property or otherwise, shall bear its proportionate share of all Estate Taxes assessed by reason of such property being included in the Grantor's estate.

(2) THE JAMES M. SHOEMAKER, JR. MARITAL TRUST, as so set apart, shall be held, administered and distributed in accordance with the provisions of Item VI.

(3) If POLLY predeceases the Grantor, this bequest shall lapse.

ITEM V.

DISPOSITION OF REST AND RESIDUE OF TRUST

After the Grantor's death, all of the rest, residue and remainder of all property comprising this trust, of every kind and description, including lapsed legacies and devises, wherever situated and whether acquired before or after the execution of this trust, shall be distributed as follows:

(1) If POLLY survives the Grantor, such property shall be distributed to the Trustee, hereinafter named, in trust, to be known as "THE JAMES M. SHOEMAKER, JR. EXEMPTION TRUST," and said trust shall be held, administered and distributed as follows:

(a) During POLLY's lifetime, the Trustee shall pay to or apply for the benefit of POLLY in annual or more frequent installments the amount required to be distributed under the minimum distribution rules under I.R.C. Section 401(a)(9) and the regulations thereunder, or any subsequent statute requiring minimum distributions for any Qualified Retirement Plan ("QRP") or Individual Retirement Account ("IRA") that is held or owned by this trust. All income earned upon any IRA or QRP and made payable to this trust shall retain its character as income and be administered as such pursuant to this agreement. No expenses chargeable with respect to the principal of any distribution from an IRA or QRP shall be charged against the income portion of such distribution. The Grantor directs the Trustee to treat distributions from any QRP or any IRA as income of the trust to the extent that the distribution represents income generated or deemed to be generated by such QRP or IRA, notwithstanding the treatment of such portion of the distribution under any law concerning the determination of income and principal for trust accounting purposes, and the Trustee shall not charge to such income any expense properly chargeable to the nonincome portion of the distribution. Notwithstanding the above, the Trustee, in the Trustee's sole and absolute discretion, may direct the administrator, custodian or trustee of any QRP or IRA to make distributions to this trust in excess of the minimum distribution amount described above. The Trustee shall have the full authority and power to direct the administrator, custodian or trustee of any QRP or IRA as to the amounts to be paid to this trust from such QRP or IRA pursuant to this subparagraph. In addition, the Trustee shall

apply to or for the benefit of POLLY as much or all of the remaining income and/or principal of this trust as the Trustee deems necessary or advisable from time to time for the health, maintenance and support of POLLY in accordance with her accustomed standard of living. In making discretionary distributions from this trust, the Trustee shall take into consideration other income and assets of POLLY and trusts known to the Trustee of which she is then a beneficiary; provided, however, POLLY shall not be required to dispose of assets which the Trustee deems appropriate for her to retain in order to be eligible for discretionary distributions from this trust. The Grantor's primary desire is that POLLY be suitably maintained in accordance with the standards set out in this subparagraph, and the Trustee shall be guided by this desire in making discretionary distributions from this trust. Any income of this trust not so distributed shall be accumulated and added to the principal of this trust. To the extent practicable, the Grantor requests that the Trustee, in making distributions of the principal of this trust to POLLY or for her benefit, before encroaching upon the principal of this trust, encroach first on such trust(s), if any, of which POLLY is then a beneficiary and which, to the best of the Trustee's knowledge, will be includable in POLLY's gross estate for federal estate tax purposes, and the Trustee shall also be authorized to accumulate income (except for mandatory distributions) in the trust described in this Item while encroaching on the principal of such other trust(s) for POLLY. This request shall not apply, however, to the extent it would be necessary to sell or otherwise to dispose of any property which, in the opinion of the Trustee, should not be sold in order to encroach first on any such other trust for POLLY.

(b) Upon POLLY's death, if any of the Grantor's issue survives POLLY, such property shall be divided into as many separate equal shares as the Grantor has children who

survive POLLY and children who predecease POLLY leaving issue who survive her, and the Trustee shall allocate and distribute one such share to each child of the Grantor who survives POLLY and one such share per stirpes among the then living issue of any deceased child.

(c) Upon POLLY's death, if none of the Grantor's issue survives POLLY, such property shall be distributed in accordance with the provisions of Item XX.

(2) If POLLY predeceases the Grantor, such property shall be divided into as many separate equal shares as the Grantor has children who survive the Grantor and children who predecease the Grantor leaving issue who survive him, and the Trustee shall allocate and distribute one such share to each child of the Grantor who survives the Grantor and one such share per stirpes among the then living issue of any deceased child.

(3) If none among POLLY and the Grantor's issue survives the Grantor, such property shall be distributed in accordance with the provisions of Item XX.

ITEM VI.

ADMINISTRATION OF THE JAMES M. SHOEMAKER, JR. MARITAL TRUST

IF THE JAMES M. SHOEMAKER, JR. MARITAL TRUST is established, the Trustee shall manage, invest and reinvest the assets of this trust and shall distribute the income and principal of this trust as follows:

(1) The Trustee shall distribute to POLLY, during her lifetime, the greater of: the Net Income of this trust, from the time of the Grantor's death, in semiannual or more frequent installments; or in annual or more frequent installments the amount required to be distributed under the minimum distribution rules under I.R.C. Section 401(a)(9) and the regulations thereunder, or any

subsequent statute requiring minimum distributions for any QRP or IRA that is held or owned by this trust. All income earned upon any IRA or QRP and made payable to this trust shall retain its character as income and be administered as such pursuant to this agreement. No expenses chargeable with respect to the principal of any distribution from an IRA or QRP shall be charged against the income portion of such distribution. The Grantor directs the Trustee to treat distributions from any QRP or any IRA as income of the trust to the extent that the distribution represents income generated or deemed to be generated by such QRP or IRA, notwithstanding the treatment of such portion of the distribution under any law concerning the determination of income and principal for trust accounting purposes, and the Trustee shall not charge to such income any expense properly chargeable to the nonincome portion of the distribution. Notwithstanding the above, the Trustee, in the Trustee's sole and absolute discretion, may direct the administrator, custodian or trustee of any QRP or IRA to make distributions to this trust in excess of the minimum distribution amount described above. My Trustee shall have the full authority and power to direct the administrator, custodian or trustee of any QRP or IRA as to the amounts to be paid to this trust from such QRP or IRA pursuant to this paragraph.

(2) If at any time POLLY should need funds to provide for her health, maintenance and support in accordance with her accustomed standard of living, the Trustee shall be authorized to distribute to POLLY or for her benefit such amount or amounts of the remaining principal of this trust as the Trustee deems necessary or advisable to provide for POLLY's health, maintenance and support.

(3) Notwithstanding anything contained in Item XIII or in any other provision of this agreement to the contrary, during her lifetime, POLLY shall have the power to direct the Trustee, in writing, to convert any non-productive or non-income-producing property which is at any time

acquired, invested or retained by the Trustee of the trust into productive or income-producing property. Within a reasonable time after receiving such written directions from POLLY, the Trustee of the trust shall make reasonable efforts to comply with such directions. In extension and not in limitation of any other benefits granted to POLLY in the trust, the Grantor intends that POLLY have substantially that degree of beneficial enjoyment of the property of the trust which the laws of the State of South Carolina accord to persons who are unqualifiedly designated as life beneficiaries of a trust.

(4) Notwithstanding anything contained in Item XIII or in any other provision of this agreement to the contrary, the Trustee of the trust shall have no power to invest any of the assets of the trust in life insurance.

(5) In creating the trust, the Grantor intends that the trust qualify for the marital deduction, and notwithstanding anything contained in Item XIII or in any other provision of this agreement to the contrary, the Trustee shall not take any action or make any investment which would prevent the trust or any property distributed to fund the trust from qualifying for the marital deduction. The foregoing provisions of this paragraph shall not be applicable to the extent the Grantor's personal representative elects not to qualify any portion of the property passing to the trust for the marital deduction.

(6) At the time of the execution of this agreement, the Grantor anticipates that the Grantor's personal representative will elect to treat all assets distributed to fund the trust as qualified terminable interest property. The Grantor recognizes, however, that future tax and other considerations may suggest that it would be prudent not to make such election in whole or in part, and, for this reason, the Grantor leaves the responsibility for that decision to his personal

representative, and his personal representative shall incur no liability for such decision, provided such decision is exercised by his personal representative with prudence and in good faith.

(7) Upon POLLY's death, all unpaid and accrued income of THE JAMES M. SHOEMAKER, JR. MARITAL TRUST, if any, shall be distributed to POLLY's estate. After reserving sufficient funds to cover the estate tax liabilities and administrative expenses more fully described in paragraphs (8) and (9) of this Item, all property remaining in the trust (the "Remaining Property") shall be divided into as many separate equal shares as the Grantor has children who survive POLLY and children who predecease POLLY leaving issue who survive her, and the Trustee shall allocate and distribute one such share to each child of the Grantor who survives POLLY and one such share per stirpes among the then living issue of any deceased child. If none of the Grantor's issue survives POLLY, the Remaining Property shall be distributed in accordance with the provisions of Item XX.

(8) Upon POLLY's death, unless otherwise directed by his Will, the Trustee of THE JAMES M. SHOEMAKER, JR. MARITAL TRUST shall withhold from the Remaining Property prior to distributing such property in accordance with the provisions of paragraph (7) of this Item an amount of property which the Trustee deems sufficient to cover the difference between: (i) the total estate taxes due by reason of POLLY's death; and (ii) the total estate taxes which would have been due by reason of POLLY's death if none of the value of the property of THE JAMES M. SHOEMAKER, JR. MARITAL TRUST had been included in POLLY's estate for estate tax purposes. The Trustee of THE JAMES M. SHOEMAKER, JR. MARITAL TRUST, in the Trustee's sole and absolute discretion, shall be authorized to distribute such withheld property to the personal representative of POLLY's estate and/or to any taxing authority for the purpose of satisfying any estate taxes or other liability that may be imposed on the Trustee of the trust, on the

trust or on the distributees of the trust until such tax liabilities are finally satisfied. Any property so withheld in excess of the amount finally required to satisfy such tax liabilities shall be distributed as provided in paragraph (7) of this Item for the Remaining Property. POLLY may direct, by her Last Will and Testament taking effect at or after the Grantor's death, the manner in which said estate taxes shall be apportioned between the property of the trust that is included in POLLY's estate for estate tax purposes and all other property included in POLLY's estate for estate tax purposes, but in no event shall the trust pay more than the difference between: (A) the total estate taxes due by reason of POLLY's death; and (B) the total estate taxes that would have been due by reason of POLLY's death if none of the property of the trust had been included in POLLY's estate for estate tax purposes. Whenever the term "estate taxes" is used in this paragraph, said term shall include all estate, inheritance, succession, transfer, legacy and death taxes assessed or imposed with respect to POLLY's estate.

(9) Upon POLLY's death, the Trustee of THE JAMES M. SHOEMAKER, JR. MARITAL TRUST shall also withhold from the Remaining Property prior to distributing such property in accordance with the provisions of paragraph (7) of this Item an amount of property which, in the Trustee's sole and absolute discretion, shall be sufficient to cover any additional expenses of administration incurred by POLLY's estate as a result of any property of the trust being included in POLLY's estate for estate tax purposes. The Trustee of THE JAMES M. SHOEMAKER, JR. MARITAL TRUST, in the Trustee's sole and absolute discretion, shall be authorized to distribute such withheld property to the personal representative of POLLY's estate for the purpose of paying such expenses and/or may distribute such property directly in payment of any such administrative expenses. Any property so withheld in excess of the amount finally required to

satisfy such administrative expenses shall be distributed as provided for the Remaining Property in paragraph (7) of this Item.

ITEM VII.

SPENDTHRIFT PROVISION

After the Grantor's death, payments of principal and income payable or to become payable to the beneficiary of any trust or share thereof created hereunder shall not be subject to anticipation, assignment, pledge, sale or transfer in any manner, nor shall any said beneficiary have the power to anticipate or encumber such interest, nor shall such interest, while in the possession of the Trustee, be liable for, or subject to, the debts, contracts, obligations, liabilities or torts of any beneficiary.

ITEM VIII.

TRUSTS FOR CERTAIN BENEFICIARIES

(1) If the Trustee of any trust created in this agreement is directed under any provision of this agreement to distribute any part of the principal of any such trust outright to a person who has not attained the age of thirty years at the time for such distribution, the share of such person shall be fully and indefeasibly vested in such person at the time for the creation of his or her share, but shall not be distributed directly to him or her at such time. Rather, the Trustee shall transfer such share to the Trustee, hereinafter named, to be placed in trust for the benefit of such beneficiary until the first to occur of the following events: (a) the day such beneficiary attains the age of twenty-five years; or (b) the Vesting Date; at which time, such beneficiary's trust shall terminate, and all property then remaining in such beneficiary's trust shall be distributed outright to him or her. During the period of each such trust, the Trustee shall hold, manage, invest and reinvest the property of such trust and shall distribute to such beneficiary or for his or her benefit in annual or

more frequent installments the amount required to be distributed under the minimum distribution rules under I.R.C. Section 401(a)(9) and the regulations thereunder, or any subsequent statute requiring minimum distributions for any QRP or IRA that is held or owned by this trust. All income earned upon any IRA or QRP and made payable to this trust shall retain its character as income and be administered as such pursuant to this agreement. No expenses chargeable with respect to the principal of any distribution from an IRA or QRP shall be charged against the income portion of such distribution. The Grantor directs the Trustee to treat distributions from any QRP or any IRA as income of the trust to the extent that the distribution represents income generated or deemed to be generated by such QRP or IRA, notwithstanding the treatment of such portion of the distribution under any law concerning the determination of income and principal for trust accounting purposes, and the Trustee shall not charge to such income any expense properly chargeable to the nonincome portion of the distribution. Notwithstanding the above, the Trustee, in the Trustee's sole and absolute discretion, may direct the administrator, custodian or trustee of any QRP or IRA to make distributions to this trust in excess of the minimum distribution amount described above. My Trustee shall have the full authority and power to direct the administrator, custodian or trustee of any QRP or IRA as to the amounts to be paid to this trust from such QRP or IRA pursuant to this paragraph. In addition, the Trustee shall distribute to such beneficiary or for his or her benefit as much of the income and/or principal of such beneficiary's respective trust as the Trustee deems necessary or advisable to provide for the health, maintenance and support of such beneficiary in accordance with his or her accustomed standard of living and to provide for the education of such beneficiary. The income of any trust not so distributed shall be accumulated and added to the principal of such trust. If such beneficiary dies after the time for the creation of his or her share but prior to the time for the termination of his or her trust, such beneficiary's trust shall

terminate at such beneficiary's death, and the Trustee shall distribute all property then remaining in such beneficiary's trust to such beneficiary's estate.

(2) If at any time, in the Trustee's sole and absolute discretion, the total fair market value of the assets of any trust established or to be established under this agreement is so small that the Trustee deems it inadvisable to create or continue such trust, the Trustee shall be authorized not to establish such trust or shall be authorized to terminate such trust, and, in such event, the property then to be distributed to or to be held in such trust shall be distributed to the person who is then, or who would then be, entitled to the income of such trust, or, if such person is then a minor, to a custodian of such minor (selected by the Trustee) under the applicable gifts to minors act.

(3) The provisions of this Item shall not apply to the extent they may conflict with or restrict in any manner (a) the exercise of any power of appointment created in this agreement or (b) the Trustee's duty and/or authority to distribute the income or principal of any trust described in this agreement to or for the benefit of any beneficiary during the term of the trust of which such person is then a beneficiary as is otherwise provided in this agreement.

ITEM IX.

THIRD PARTIES

No corporation, transfer agent or other person dealing with the Trustee hereunder shall be obligated to follow the application of any money or property delivered to the Trustee or to examine the terms upon which any property is held by the Trustee, but any such corporation, transfer agent or other person may deal with any such property and with the Trustee as if the Trustee were the owner thereof, free of any trust.

ITEM X.

CONTRIBUTIONS OF ADDITIONAL PROPERTY

The Grantor, as well as any other person, shall have the right at any time and from time to time to add to the trust created herein by depositing additional property with the Trustee hereunder, and all such property so deposited shall be held and distributed by the Trustee in all respects as if originally deposited hereunder.

ITEM XI.

PROHIBITION AGAINST SELF-DEALING

After the Grantor's death or during his incapacity, no powers of the Trustee enumerated herein or now or hereafter conferred upon trustees generally shall be construed to enable the Trustee, or any other person, to purchase, exchange or otherwise deal with or dispose of all or any part of the principal or income of the trusts created herein for less than adequate consideration in money or money's worth. No person, other than the Trustee, shall have or exercise the power to vote or direct the voting of any stock or other securities of these trusts, to control investments or reinvestments, to veto proposed investments or reinvestments, or to reacquire or exchange any property of these trusts by substituting other property of an equivalent value.

ITEM XII.

APPLICABLE LAW

Notwithstanding the fact that the Grantor or the Trustee may now or at any future time be domiciled elsewhere than in the State of South Carolina, this instrument and the trust created herein shall be regarded for all purposes as a South Carolina instrument and as a South Carolina trust, and the validity and construction thereof shall be determined and governed in all respects by the laws of

the State of South Carolina, and the trusts, powers and provisions herein contained shall be administered, exercised and carried into effect under the laws of the State of South Carolina.

ITEM XIII.

POWERS AND DUTIES OF TRUSTEE

The following powers are hereby conferred upon the Trustee named herein (hereinafter referred to as "fiduciary") and are in addition to the powers conferred by law upon fiduciaries or elsewhere set forth in this agreement, and each said fiduciary, its successors or successors and substitutes, is specifically authorized with respect to any and all property at any time held under any provisions of this agreement and any property held pursuant to any power in trust:

(1) To sell upon such terms and conditions as it in its sole discretion may determine, including, but not limited to, the power to sell at public or private sale with or without advertisement for cash or on credit.

(2) To invest and reinvest in, and to acquire by exchange or otherwise, property of any character including stocks of any classification, obligations or other property, real or personal, whether or not of the same kind, and participation in any common trust fund (including any common trust fund maintained by a fiduciary), without regard to diversification and without being limited to the investments authorized by law for the investment of trust funds.

(3) To retain property of any kind received by it, without regard to diversification and without being limited to the investments authorized by law for the investment of trust funds and without liability for diminution in value of any property so retained.

(4) To form a corporation using all or any part of the assets of the trust estate and to hold the stock of such corporation as an asset of the trust estate.

(5) To exercise each and every option and privilege under any policy of insurance owned or payable to a fiduciary or any trust hereunder.

(6) To join in, consent to or become a party to any reorganization, merger, consolidation, dissolution, readjustment, exchange or other transaction and any plan or action thereunder or in connection therewith; to deposit any such property with any protective, reorganization or similar committee; to delegate discretionary powers thereto and to share in payment of its expenses and compensation and to pay any assessments levied with respect to such property and to receive property under any reorganization, merger, consolidation, dissolution, readjustment, exchange or other transaction whether or not the same be authorized by law for the investment of trust funds.

(7) To enter into a limited partnership or operating agreement.

(8) To exercise all conversion, subscription, voting and other rights of whatsoever nature pertaining to any such property and to grant proxies, discretionary or otherwise, with respect thereto.

(9) To make and retain joint investments of undivided interests in any property, real or personal, whether or not all the property be held hereunder and whether the provisions under which such other property is held are similar.

(10) With respect to any real property (including real property acquired on foreclosure or by deed in lieu thereof) at anytime held hereunder, to sell, exchange, partition, lease, sublease, mortgage, improve or otherwise alter the same upon such terms as it may deem proper and to execute and deliver deeds, leases, mortgages or other instruments relating thereto. Any lease may be made for such period of time as the fiduciary may deem proper and without the approval of any court and may extend beyond the term of this agreement and any trust created thereunder.

(11) To extend the time of payment of any obligation and/or security held by it, or of any installment of principal or interest or to hold such obligation and/or security after maturity is past due; to consent to the alteration or modification of any terms thereof and/or waive defaults in the performance of the terms thereof; to foreclose any such mortgage or security or compromise or settle claims thereunder; to take over, take title to or manage the property, or any part thereof affected by any such mortgage or security agreement, either temporarily or permanently, and in partial or complete satisfaction of any claim thereunder; to protect such property against or redeem it from foreclosure or nonpayment of taxes, assessments or other liens; to insure, protect, maintain and repair such property; and generally, without limitation by the foregoing specifications, to exercise with respect to such obligation and/or security or such property all rights and powers as may be exercised by a person owning similar property in his or her own right.

(12) To borrow money from any person or corporation (including any fiduciary hereunder) for any purpose without resorting to the sale of any assets; and, for the purpose of securing the payment thereof, to pledge, mortgage or otherwise encumber any and all property upon such terms, covenants and conditions as it may deem proper; and also to extend the time of payment of any loans or encumbrances which at any time may be encumbrances on any such property irrespective of by whom the same were made or by whom the obligation may or should ultimately be borne, upon such terms, covenants and conditions as the fiduciary may deem proper.

(13) To exercise any and all the powers, authorities and discretions provided herein in respect to any shares of stock of the fiduciary and any successor corporation whether by merger, consolidation, reorganization, sale or otherwise.

(14) To register any property in the name of its nominee, or to hold the same unregistered, or in such form that title shall pass by delivery.

(15) To distribute in cash or in kind or partly in cash and partly in kind.

(16) To abandon, settle, compromise, extend, renew, modify, release, adjust or submit to arbitration in whole or in part and without the order or decree of any court any and all claims whether such claims would increase or decrease the assets held hereunder.

(17) To decide with absolute discretion how commissions, attorneys' fees and other administration expenses shall be taken as tax deductions and to charge fiduciary commissions to principal and/or income, and the determination in this respect shall be final and conclusive upon all persons interested hereunder whether or not the amount of their respective interest or shares are thereby affected; provided, however, that adjustments between principal and income may, in the exercise of the fiduciary's absolute discretion, be made if deemed advisable.

(18) To determine whether or not to amortize the premium on any investment, or to allocate to income all or any part of any discount on any investment and the decision with respect thereto shall be conclusive upon all parties interested hereunder.

(19) To consider, insofar as permitted by law, all extraordinary dividends, whether in cash or in stock, and all realized appreciation in the value of stocks, bonds, securities or other property, resulting from the sale or other disposition thereof, principal and not income, but ordinary stock dividends paid regularly by a corporation in lieu of or in addition to regular cash dividends shall be considered income and not principal; provided, however, that the determination by the fiduciary as to whether any dividends shall be apportioned or allocated in whole or in part to principal or income shall, insofar as permitted by law, be conclusive and binding upon all persons now or hereafter interested in the trust estates.

(20) To keep adequate books and records of receipts, disbursements and transactions in accordance with generally accepted accounting procedures and to set up or not set up reserves for

depreciation and/or obsolescence and to allocate such depreciation and/or obsolescence against income and/or corpus as the fiduciary in its sole discretion shall deem advisable. Such books and records shall be opened to any beneficiary for inspection at reasonable times and intervals.

(21) To administer any two or more of the trusts herein created or any parts thereof together or as a single fund by holding the principal of such trusts in one or more consolidated funds in which the separate trusts shall have undivided interests.

(22) To invest, so far as permitted by law, all or such portions of the trust assets as the fiduciary deems advisable in bonds of foreign governments or political subdivisions and in stocks, bonds or other securities of foreign corporations and in real estate located in foreign countries.

(23) If the administration of any trust created herein is required in any jurisdiction in which the fiduciary, for any reason, cannot serve, the fiduciary shall be authorized to appoint a fiduciary to serve in such jurisdiction.

(24) To file such returns as may be required under the tax laws of the United States, any state, any political subdivision of any state or any foreign country; to make any election permitted by any tax law, if, in the fiduciary's opinion, such election is in the best interest of any trust created herein; to make any disclaimer permitted by any tax law, if, in the fiduciary's opinion, such disclaimer is in the best interest of any trust created herein; and to agree to such apportionment of taxes and application of estimated tax payments, refunds and credits as the fiduciary deems equitable under all the circumstances.

(25) To have full access to all credit card accounts, cell phone accounts and records (including GPS information), computers and to all e-mail accounts, including, but not limited to passwords, and to deal with all internet service providers and website hosting providers, and to be authorized to open, manage, use, transfer, gift and close membership plans and accounts.

(26) The Grantor authorizes, but does not direct, the Trustee to divide any trust established by this agreement, at any time, into two or more separate trusts so that the federal generation-skipping transfer tax inclusion ratio as defined in I.R.C. Section 2642(a) for each trust shall be either zero or one. All such separate trusts shall have the identical provisions as the original trust from which they shall have been divided; provided, however, that the Trustee, in making discretionary distributions from such trusts, shall be authorized to make such discretionary distributions in such manner as the Trustee shall deem advisable and shall not be required to make such distributions pro rata or equally from such trusts.

(27) To employ any attorney, accountant or other professional to provide services to my estate and/or to any such trust and to pay reasonable fees for all services provided according to such firm's customary fees for such services, taking into consideration the value and nature of the assets of my estate and/or of such trust, the nature of the services rendered and the time and responsibilities involved in performing such services.

(28) In any judicial proceeding involving my estate or any trust hereunder and in any non-judicial settlement of the account of a Personal Representative or Trustee hereunder, the interest of a person under disability may be represented by a party to such proceeding or settlement who is not under disability and who has the same interest.

(29) The Trustee shall have the power to employ, and to delegate any of its discretionary and nondiscretionary powers to agents, including, but not limited to, attorneys, investment advisers, appraisers or accountants as it deems appropriate and to pay for such services from the trust property.

(30) The Trustee may, but shall not be required to, at any time, and from time to time, file an account of its administration with a court of competent jurisdiction. Prior to transferring any or

all of the assets of any trust hereunder to a successor Trustee or to making any partial or complete distribution of trust principal, the Trustee may require an approval of its account either by (a) release and discharge from those competent beneficiaries currently eligible to receive income or principal and those who would succeed to principal were the trust to then terminate (which release(s) and discharge(s) shall be binding on all persons at any time interested in the trust) or (b) by a court of competent jurisdiction. All of the Trustee's fees and expenses (including reasonable attorneys' fees) attributable to any such accounting and approval shall be paid by the trust.

ITEM XIV.

ANNUAL STATEMENTS OF ACCOUNT

The Trustee shall, upon the request of any person then entitled to receive income from any trust created herein, furnish to such person at least annually a statement showing the property held by the Trustee and the receipts and disbursements thereunder.

ITEM XV.

APPOINTMENT OF SUCCESSOR TRUSTEE/ADDITIONAL MATTERS RELATING TO TRUSTEES

(1) During his lifetime, the Grantor shall have the power to remove any Trustee serving hereunder and to appoint one or more successor Trustee(s). If for any reason the Trustee hereinabove appointed becomes unable or unwilling to continue serving as Trustee of any such trust and if the Grantor fails to appoint a successor Trustee, the Grantor appoints his wife, POLLY, and LESLEY R. MOORE as Co-Trustees of each such trust. If for any reason POLLY is unable or unwilling to serve or continue serving as Co-Trustee of any such trust, the then serving Co-Trustee shall serve as sole Trustee of such trust.

(2) The Grantor authorizes MARTHA LOUISE RAMAGE LEWIS, in her sole and absolute discretion, to appoint one or more individuals or corporate entities as successor fiduciaries for any Trustee who resigns. In addition, MARTHA LOUISE RAMAGE LEWIS, in her sole and absolute discretion, shall have the power to remove any fiduciary serving hereunder (other than SHOE) and to replace said fiduciary with one or more individuals or corporate fiduciaries. Said appointment, removal and replacement powers shall be given by thirty (30) days advance written notice to all Interested Parties. Said appointment, removal and replacement powers may be exercised one or more times.

(3) The Grantor expects that the Trustee of any such trust will use one or more investment managers. The Grantor directs the Trustee to provide to the persons at the time comprising the governing board of the Professional Corporation now bearing the name FREEMAN AND MOORE, PC and/or MARTHA LOUISE RAMAGE LEWIS, as the case may be, copies of account statements for each such trust on a semiannual or more frequent basis.

(4) No Trustee or successor Trustee named or described herein shall be required to post a bond.

(5) If there is more than one Trustee serving, any Trustee may give any Co-Trustee power of attorney, by written instrument, to act for or to sign any document in the name of the Trustee giving such power, provided such act is one which a fiduciary may properly delegate, and any action taken pursuant to such power of attorney shall be valid for all purposes as if done or signed in person by the Trustee giving such power of attorney. Any such power of attorney may be general or may be limited to certain acts or instruments or may contain conditions and restrictions and may be changed or revoked at any time by the Trustee who gave such power, giving written notice of its change or revocation to the Co-Trustee to whom such power is given.

(6) All successor Trustees shall have all the rights, authorities and duties granted in this agreement as if originally named Trustee, and no successor Trustee shall be required to inquire into or audit the acts or actions of any predecessor Trustee.

(7) In lieu of any compensation that may be provided by statute or otherwise by state law, all individuals who may serve as a Trustee of any trust created herein shall be entitled to receive reasonable compensation from such trust for all services provided to such trust, taking into consideration the value and nature of the assets of such trust, the nature of the services rendered and the time and responsibilities involved in performing such services. Unless otherwise agreed by the parties, any corporate Trustee shall receive such compensation for its services as it normally charges to administer similar trusts under its regularly published fee schedule as the same from time to time may be amended taking into account the investment function of any investment manager appointed hereunder.

(8) Each Trustee named herein and each successor Trustee may resign without the order of any officer or court and without the consent of any beneficiary of any provision of this trust upon giving all Interested Parties thirty days advance written notice of such Trustee's intention to resign from such trusteeship and/or co-trusteeship.

ITEM XVI.

DEFINITIONS OF TERMS USED IN THIS AGREEMENT

(1) All references to "education" shall refer to the education of the beneficiary in question at any available level at any formal educational institution, whether or not accredited, including preschool, elementary, secondary, trade, vocational, college and postgraduate schools and shall include, but shall not be limited to, such expenses as tuition, books, laboratory fees, educational

equipment and supplies, private lessons, counseling, housing, board, travel to and from the educational institution in question, and all such other expenditures as the Trustee may deem appropriate to enable the beneficiary in question to further his or her education.

(2) Unless otherwise expressly provided herein to the contrary, all references to an "Item" or to "Items" shall refer to Item(s) of this agreement.

(3) All references to "Interested Parties" shall refer to the following applicable individuals and/or entities: to all then serving Trustees of the trust in question; to the successor Trustee or Co-Trustee or other fiduciary being appointed in the instrument in question; to the fiduciary being replaced; and to all persons then entitled to receive income from the trust in question, or to the guardian(s) of such persons.

(4) Unless otherwise provided herein, when the term "Trustee" is used in this agreement, it shall include all persons and/or institutions, whether singular or plural, masculine or feminine, then acting as Co-Trustees or as sole Trustee.

(5) All references to the "Vesting Date" shall refer to later to occur of the following events: (a) the day preceding the twenty-first anniversary of the death of the survivor of the Grantor, POLLY and those of the Grantor's issue who are living at the date of the execution of this agreement; or (b) the day preceding the ninetieth anniversary of the creation of the interest or power in question in accordance with the provisions of S.C. Code Section 27-6-10 et seq.

(6) All references to "child" or "children" mean lawful blood descendants in the first degree of the parent designated and all references to "issue" and "descendants" mean lawful blood descendants in the first, second or any other degree of the ancestor designated; provided always, however, that an adopted child, if adopted prior to reaching age eighteen years, and such adopted child's issue, whether birth or adopted, if adopted prior to reaching age eighteen years, shall be

considered in this agreement as lawful blood descendants of the adopting parent or parents and of anyone who is by blood or adoption an ancestor of the adopting parent or of either of the adopting parents and shall not be considered issue of the adopted child's birth parents, except that where a child is adopted by a spouse of one of his or her birth parents, such child shall be considered issue of such birth parent as well as issue of the adopting parent.

(7) All references to section(s) and chapter(s) of the Internal Revenue Code are to section(s) and chapter(s) of the Internal Revenue Code of 1986 presently in force or as such section(s), chapter(s) and/or code from time to time may be amended or superseded.

(8) All references to "Net Income" shall refer to the entire net income of the trust in question, from and after the time the Trustee is directed to distribute said income to the beneficiary in question. The Trustee shall determine said income in accordance with the powers herein granted to the Trustee; provided, however, and notwithstanding any provision of this agreement to the contrary, the Trustee shall not make any charge to income or allocation to principal which would cause the beneficiary of the trust in question to receive in any year less than all of said income within the meaning of the federal estate tax laws as officially interpreted from time to time.

(9) All references to "spouses" shall refer to (a) any person who at the time in question is legally married to and living as spouses with a descendant of the Grantor or (b) any person who is legally married to and living as spouses with a descendant of the Grantor at such descendant's death. If a person qualifies as a spouse of a descendant of the Grantor by reason of being legally married to and living as spouses with such descendant at the time of such descendant's death, such surviving spouse shall continue to be considered as such descendant's spouse regardless of whether he or she marries after such descendant's death.

ITEM XVII.

LIABILITIES OF FIDUCIARIES

No Trustee hereunder, or any successor or substitute thereto, shall be liable for any loss to the assets of any trust hereunder, except for bad faith or willful misconduct.

ITEM XVIII.

RULE AGAINST PERPETUITIES

Notwithstanding any other provision of this agreement to the contrary, unless sooner vested as herein provided, on the Vesting Date, all property of every trust created by this agreement shall vest in and immediately be distributed free of all trusts, to the person(s) then entitled to share the income thereof in the proportions in which they are then entitled to share such income. The provisions of this Item are intended to prevent any possible violation of the rule against perpetuities, and they shall be construed accordingly.

ITEM XIX.

PRESUMPTION OF SURVIVORSHIP

If any beneficiary and the Grantor should die as a result of a common accident or calamity or otherwise under such circumstances as would render it doubtful whether the beneficiary or the Grantor died first, then it shall be conclusively presumed for the purposes of this agreement that said beneficiary predeceased the Grantor.

ITEM XX.

FINAL CONTINGENT BENEFICIARIES

(1) If, pursuant to any provision of this agreement, the Trustee of any trust created in this agreement is directed to distribute any property remaining in any such trust at the Grantor's death or at the death of any beneficiary of any trust created in this agreement in accordance with the provisions of this Item (such time is referred to hereinafter as the "Distribution Date"), the Trustee of the trust in question shall distribute such property as follows:

(a) The lesser of Twenty-Five Percent (25%) of such property or Two Hundred Fifty Thousand Dollars (\$250,000.00) in cash, or, in the discretion of the Trustee, in property having such value, shall be distributed to THE COMMUNITY FOUNDATION OF GREATER GREENVILLE, Greenville, South Carolina, or to its successor, to be used for such purposes as the governing board of said organization shall deem advisable.

(b) The lesser of Twenty-Five Percent (25%) of such property or Two Hundred Fifty Thousand Dollars (\$250,000.00) in cash, or, in the discretion of the Trustee, in property having such value, shall be distributed to the UNIVERSITY OF VIRGINIA LAW SCHOOL FOUNDATION, Charlottesville, Virginia, or to its successor, to be used for such purposes as the governing board of said organization shall deem advisable.

(c) The lesser of Twenty-Five Percent (25%) of such property or Two Hundred Fifty Thousand Dollars (\$250,000.00) in cash, or, in the discretion of the Trustee, in property having such value, shall be distributed to CHRIST CHURCH ENDOWMENT CORPORATION, Greenville, South Carolina, or to its successor, to be used for such purposes as the governing board of said organization shall deem advisable.

(d) The balance of such property shall be distributed in equal shares to those among the Grantor's brother, THOMAS COE SHOEMAKER, and the Grantor's sister, KATYA S. SPICUZZA, who survive the Distribution Date, or all to the survivor of them.

(2) The provisions contained in this Item are included in this agreement solely for the purpose of providing for the disposition of any property of any trust created herein in the unlikely event that the primary beneficiary or beneficiaries of such trust should all die prior to the time for the distribution or the termination of such trust. The Grantor accordingly directs the Trustee, so far as is consistent with the provisions of this agreement, to give no consideration to reserving funds or properties for distributions pursuant to the provisions of this Item. Furthermore, the Trustee shall be under no duty to notify the beneficiaries named or described in this Item of the nature and extent of this contingent provision until any interest created in this Item shall vest, if that shall ever happen.

ITEM XXI.

RESTRICTIONS ON CERTAIN DISTRIBUTIONS

Notwithstanding any provision of this agreement to the contrary, if at any time any person who is serving as a Co-Trustee or as sole Trustee of any trust described in this agreement shall have a legal obligation to support any beneficiary of any such trust, during such time as such person is serving as a Co-Trustee of such trust, he or she shall have no right to participate in any decision regarding any distribution or proposed distribution of the income or principal of such trust to or for the benefit of any beneficiary whom such person at such time shall have a legal obligation to support, and all such decisions shall be made by the remaining Co-Trustee(s) of such trust, acting in their, or in his, her or its fiduciary capacities or capacity; and while such person is serving as sole Trustee of such trust, such sole Trustee shall not be authorized to distribute any income or principal

of such trust to or for the benefit of any beneficiary whom such person at such time shall have a legal obligation to support if such distribution would discharge any legal obligation which such sole Trustee may have to support such beneficiary.

ITEM XXII.

PAYMENT OF DEBTS AND ESTATE TAXES

After the Grantor's death, and except as otherwise provided herein, the Trustee, in the Trustee's discretion, may pay all or any part of the Grantor's funeral expenses, legally enforceable claims against the Grantor or the Grantor's estate, reasonable expenses of administration of the Grantor's estate, and any estate, inheritance, transfer, succession, death or similar taxes, including any interest or penalties thereon, payable by reason of the Grantor's death (other than any generation-skipping transfer tax or any additional tax imposed by Section 2032A of the Internal Revenue Code) ("Estate Taxes"), assessed or imposed with respect to the Grantor's estate, or any part thereof, whether or not passing under this trust, or any amendment thereto, or under the Grantor's Will, or any codicil thereto, including all policies of insurance on the Grantor's life, all bequests and devises, and all transfers, powers, rights or other interests in property included in the Grantor's gross estate for the purpose of such Estate Taxes, without reimbursement from the Grantor's estate. Except as otherwise provided herein and in the Grantor's Will to the contrary, all such payments shall be charged generally against the principal of the trust estate includable in the Grantor's estate for federal estate tax purposes, provided, however, any such Estate Taxes shall first be charged against the Grantor's residuary estate passing under Item V and shall not be charged against any assets qualifying for the marital deduction and/or charitable deduction; provided, however, that if and to the extent that the Grantor's residuary estate is insufficient to pay such

Estate Taxes, such excess Estate Taxes shall be paid from and shall reduce the marital bequest described in Item IV. Except as otherwise provided herein and in the Grantor's Will to the contrary, such tax payments shall be made without apportionment and shall not be charged against any recipient, transferee, owner, or other beneficiary, and shall not be prorated among any of the transfers made under this trust or under the Grantor's Will, or against property passing outside of this trust or outside of the Grantor's Will. The Trustee may make such payments directly or may pay over the amounts thereof to the Personal Representative of the Grantor's estate. Written statements by the Personal Representative of such sums due and payable by the Grantor's estate shall be sufficient evidence of their amount and propriety for the protection of the Trustee, and the Trustee shall be under no duty to see to the application of any such payments.

ITEM XXIII.

ACQUIESCENCE

(1) Except as expressly provided in paragraph (2) of this Item to the contrary, each and every benefit conferred by this agreement is made on the condition precedent that each beneficiary hereof acquiesce in all of the provisions of this agreement. If any beneficiary of any bequest created in this agreement, whether outright or in trust, contests the validity of this agreement, or any provision of this agreement, if any beneficiary contests any valuation placed upon any asset of the trust by the Trustee, or if any beneficiary institutes any proceedings to contest the validity of this agreement or any provision of this agreement or to prevent any provision of this agreement from being carried out in accordance with its terms (whether or not in good faith and with probable cause), and/or if such beneficiary conspires with or assists any person who does any of the foregoing, then all benefits provided for such beneficiary in this agreement shall be revoked and

annulled, and such benefits which such beneficiary would have received if he or she had not made any such contest or brought such proceedings shall be distributed as if such beneficiary predeceased POLLY and the Grantor. The Trustee is hereby authorized to defend, at the expense of the trust, any violation of this paragraph.

(2) The provisions of paragraph (1) of this Item shall not apply to the Grantor's wife, POLLY, or to any bequest created for the Grantor's wife in this agreement, whether outright or in trust. Nor shall the provisions of paragraph (1) of this Item apply so as to cause a forfeiture of any distribution otherwise qualifying for any Federal estate tax charitable deduction.

ITEM XXIV.

COPY OF AGREEMENT

To the same effect as if it were the original, anyone may rely upon a photostatic copy or a copy certified by a notary public to be a counterpart of this instrument.

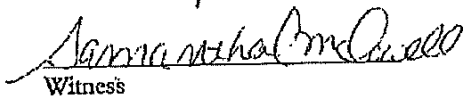
IN WITNESS WHEREOF, JAMES M. SHOEMAKER, JR., as the Grantor, has hereunto set his hand and seal, and JAMES M. SHOEMAKER, JR., as the Trustee, in token of his acceptance of the trust(s) created hereby, has hereunto set his hand and seal the day and year first above written.

Witnesses as to Grantor:

GRANTOR:


Witness

 (SEAL)
JAMES M. SHOEMAKER, JR.


Witness

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE) PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw JAMES M. SHOEMAKER, JR., as Grantor, sign, seal and as his act and deed deliver the within instrument and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this
23 day of Dec., 2016

Samantha McDowell

[Signature] (SEAL)
Notary Public for South Carolina
My Commission Expires: 12-22-18

Witnesses as to Trustee:

[Signature]
Witness

TRUSTEE:

[Signature] (SEAL)
JAMES M. SHOEMAKER, JR.

Samantha McDowell
Witness

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE) PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw JAMES M. SHOEMAKER, JR., as Trustee, sign, seal and as his act and deed accept delivery of the within instrument and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this
23 day of Dec., 2016

Samantha McDowell

[Signature] (SEAL)
Notary Public for South Carolina
My Commission Expires: 12-22-18

2/5/18

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

FIRST AMENDMENT TO THE
JAMES M. SHOEMAKER, JR. REVOCABLE TRUST

I, JAMES M. SHOEMAKER, JR., a resident and domiciliary of Greenville, South Carolina, hereby make, publish and declare this my First Amendment to THE JAMES M. SHOEMAKER, JR. REVOCABLE TRUST, dated June 5, 2015, as restated in its entirety December 23, 2016 by and between me as Grantor and Trustee (hereinafter referred to as the "Trust").

Pursuant to Item I of the Trust, the Grantor has the power to amend the Trust.

ITEM I OF AMENDMENT

I hereby amend the Trust by deleting subparagraph (1)(a) of Item V of the Trust in its entirety and substituting in lieu thereof the following new paragraph (1)(a) of Item V of the Trust:

"(a) During POLLY's lifetime, the Trustee shall pay to or apply for the benefit of POLLY in annual or more frequent installments the greater of: the Net Income of this trust; or the amount required to be distributed under the minimum distribution rules under I.R.C. Section 401(a)(9) and the regulations thereunder, or any subsequent statute requiring minimum distributions for any Qualified Retirement Plan ("QRP") or Individual Retirement Account ("IRA") that is held or owned by this trust. All income earned upon any IRA or QRP and made payable to this trust shall retain its character as income and be administered as such pursuant to this agreement. No expenses chargeable with respect to the principal of any distribution from an IRA or QRP shall be charged against the income portion of such distribution. The Grantor directs the Trustee to treat distributions from any QRP or any IRA as income of the trust to the extent that the distribution

represents income generated or deemed to be generated by such QRP or IRA, notwithstanding the treatment of such portion of the distribution under any law concerning the determination of income and principal for trust accounting purposes, and the Trustee shall not charge to such income any expense properly chargeable to the nonincome portion of the distribution. Notwithstanding the above, the Trustee, in the Trustee's sole and absolute discretion, may direct the administrator, custodian or trustee of any QRP or IRA to make distributions to this trust in excess of the minimum distribution amount described above. The Trustee shall have the full authority and power to direct the administrator, custodian or trustee of any QRP or IRA as to the amounts to be paid to this trust from such QRP or IRA pursuant to this subparagraph. In addition, the Trustee shall apply to or for the benefit of POLLY as much or all of the remaining principal of this trust as the Trustee deems necessary or advisable from time to time for the health, maintenance and support of POLLY in accordance with her accustomed standard of living. In making discretionary distributions from this trust, the Trustee shall take into consideration other income and assets of POLLY and trusts known to the Trustee of which she is then a beneficiary; provided, however, POLLY shall not be required to dispose of assets which the Trustee deems appropriate for her to retain in order to be eligible for discretionary distributions from this trust. The Grantor's primary desire is that POLLY be suitably maintained in accordance with the standards set out in this subparagraph, and the Trustee shall be guided by this desire in making discretionary distributions from this trust. Notwithstanding anything contained in this subparagraph or in any other provision of this agreement to the contrary, during her lifetime, POLLY shall have the power to direct the Trustee, in writing, to convert any non-productive or non-income-producing property which is at any time acquired, invested or retained by the Trustee of the trust into productive or income-producing property. Within a reasonable time

after receiving such written directions from POLLY, the Trustee of the trust shall make reasonable efforts to comply with such directions. In extension and not in limitation of any other benefits granted to POLLY in the trust, the Grantor intends that POLLY have substantially that degree of beneficial enjoyment of the property of the trust which the laws of the State of South Carolina accord to persons who are unqualifiedly designated as life beneficiaries of a trust. In creating the trust, the Grantor intends that the trust qualify for the marital deduction, and notwithstanding anything contained in Item XIII or in any other provision of this agreement to the contrary, the Trustee shall not take any action or make any investment which would prevent the trust or any property distributed to fund the trust from qualifying for the marital deduction. The foregoing provisions of this paragraph shall not be applicable to the extent the Grantor's personal representative elects not to qualify any portion of the property passing to the trust for the marital deduction. At the time of the execution of this agreement, the Grantor anticipates that the Grantor's personal representative may elect to treat all assets distributed to fund the trust as qualified terminable interest property. The Grantor recognizes, however, that future tax and other considerations may suggest that it would be prudent not to make such election in whole or in part, and, for this reason, the Grantor leaves the responsibility for that decision to his personal representative, and his personal representative shall incur no liability for such decision, provided such decision is exercised by his personal representative with prudence and in good faith."

ITEM II OF AMENDMENT

I hereby ratify, confirm and republish the Trust in all respects not in conflict with this Amendment.

I, JAMES M. SHOEMAKER, JR., sign my name to this instrument this 5 day of Feb, 2018, and being first duly sworn, do hereby declare to the undersigned authority

that I sign and execute this instrument as my First Amendment to THE JAMES M. SHOEMAKER, JR. REVOCABLE TRUST, as amended, and that I sign it willingly (or willingly direct another to sign for me), that I execute it as my free and voluntary act for the purposes therein expressed, and that I am eighteen years of age or older, of sound mind, and under no constraint or undue influence.

James M. Shoemaker, Jr.
JAMES M. SHOEMAKER, JR.

We, Donna F. Murphy and Reath Christopher, the witnesses, sign our names to this instrument, and at least one of us, being first duly sworn, does hereby declare, generally and to the undersigned authority that JAMES M. SHOEMAKER, JR. signs and executes this instrument as his First Amendment and that he signs it willingly (or willingly directs another to sign for him), and that each of us, in the presence and hearing of JAMES M. SHOEMAKER, JR., hereby signs this First Amendment as witnesses, and that to the best of our knowledge JAMES M. SHOEMAKER, JR. is eighteen years of age or older, of sound mind, and under no constraint or undue influence.

Donna F. Murphy
Witness

Reath Christopher
Witness

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE }

5 Subscribed, sworn to, and acknowledged before me by JAMES M. SHOEMAKER, JR., this day of February, 2018.

Reath Christopher (SEAL)
Notary Public for South Carolina
My Commission Expires: 6/6/20

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

RESTATEMENT OF
THE JAMES M. SHOEMAKER, JR. REVOCABLE TRUST

THIS RESTATEMENT OF TRUST is made this 24th day of June,

2018, by and between JAMES M. SHOEMAKER, JR. (the "Grantor") and JAMES M. SHOEMAKER, JR. (the "Trustee") in order to restate in its entirety that certain trust agreement by and between the Grantor and the Trustee dated June 5, 2015, as restated December 23, 2016 and as amended February 5, 2018.

The Grantor, desiring to establish a revocable trust, hereby assigns, transfers and conveys to the Trustee all the Grantor's interests in the property more particularly described in Exhibit A, attached hereto and by this reference made a part hereof, to be held in trust for the Grantor's benefit, subject to the terms, conditions and purposes hereinafter set forth in this agreement.

The Grantor agrees to execute and deliver all further documents which the Trustee shall reasonably require in connection with the assignment, transfer and conveyance of said property.

The Trustee hereby acknowledges delivery of the property described in Exhibit A and agrees to hold and manage said property, together with all other property added to this trust, in trust, for the uses and in the manner hereinafter set forth.

This trust shall be known as "THE JAMES M. SHOEMAKER, JR. REVOCABLE TRUST."

The Grantor is married to MARY S. SHOEMAKER ("POLLY"). The Grantor has three children, and their names are JAMES MARSHALL SHOEMAKER III ("MARSHALL"),

EDWARD SLOAN SHOEMAKER ("SLOAN") and JONATHAN EVANS SHOEMAKER ("JONATHAN"). The Grantor is not making any provision in this trust for MARSHALL, and he is excluded from all provisions of this trust.

ITEM I.

RESERVATION OF RIGHTS BY GRANTOR

Unless the Grantor is disabled as determined in paragraph (5) of Item II, the Grantor hereby expressly reserves the full right, to be exercised at any time and from time to time during the Grantor's lifetime, to do the following:

- (1) To revoke this instrument entirely and to receive from the Trustee all property then remaining in this trust after making payment or provision for payment of all expenses connected with the administration of this trust.
- (2) To alter or amend this instrument in whole or in part from time to time, provided that such change does not increase the duties or liabilities of the Trustee without the Trustee's consent.
- (3) To change the identity or number, or both, from time to time of the Trustee hereunder.
- (4) To withdraw from the operation of this trust from time to time any part or all of the property then in this trust.
- (5) To direct the Trustee to distribute any or all of the assets comprising this trust to such persons or entities, in trust or otherwise, and in such manner as the Grantor shall direct.
- (6) Any and all such withdrawals and distributions, as well as any such change or revocation, shall be effected by a written instrument executed and acknowledged by the Grantor and

delivered in person or by mail to the Trustee during the lifetime of the Grantor or by verbal direction by the Grantor to the Trustee. Any such written instrument received by the Trustee after the Grantor's death shall be ineffective. Upon any such withdrawal or distribution, all property withdrawn shall be conveyed to the Grantor or to those persons or entities so selected by the Grantor, as the case may be, free of the terms of this trust. The Trustee shall have a reasonable time after receiving the writing which revokes this trust, in whole or in part, in which to deliver such trust property to the Grantor.

ITEM II.

ADMINISTRATION OF TRUST

The Trustee shall hold, manage, invest and reinvest the property of this trust, shall collect and receive the income therefrom, and, after deducting all expenses incurred in the administration of this trust, shall distribute the income and principal of this trust as follows:

(1) All property at any time comprising this trust shall be held in trust for the Grantor's benefit during the Grantor's lifetime. During the Grantor's lifetime, the Trustee shall distribute to the Grantor or for his benefit as much of the income and/or principal of this trust as the Trustee deems necessary or advisable to provide for his health, maintenance and support in accordance with his accustomed standard of living. In the event the Grantor is disabled or incapacitated, the Trustee may, during such disability or incapacity, distribute part or all of the income and/or principal of this trust to or for the benefit of the Grantor's wife, POLLY, to provide for her health, maintenance and support in accordance with her accustomed standard of living. Any income of this trust not so distributed shall be accumulated and added to the principal of this trust. In making distributions from this trust to or for the Grantor, the Trustee shall not be required to take into consideration

other income and assets of the Grantor and of trusts known to the Trustee, if any, of which he is then a beneficiary. In making distributions from this trust to or for POLLY, the Trustee shall take into consideration other income and assets of POLLY and of trusts known to the Trustee, if any, of which she is then a beneficiary. In creating this trust, it is the Grantor's primary desire that the Grantor be suitably maintained during the Grantor's lifetime, and that POLLY be suitably maintained during the Grantor's incapacity, in accordance with the standards set out in this paragraph rather than that the principal of this trust be preserved until the termination of this trust, and the Trustee shall be guided by these desires in making distributions from this trust.

(2) During his lifetime and unless he is determined to be disabled in accordance with paragraph (5) of this Item, the Grantor shall have the power, at any time and from time to time, by written instrument signed by the Grantor and delivered to the Trustee during the Grantor's lifetime (unless the Grantor and the Trustee are one and the same), or at his death by his Last Will and Testament, making express reference to this power, to direct the Trustee to turn over any portion or all of the principal of this trust to, among or for the benefit of such persons and entities, including the Grantor's estate, in such manner, in trust or otherwise, as the Grantor may direct in such instrument. The Trustee shall comply with such written directions without reference to the purpose thereof.

(3) During the Grantor's lifetime, if the Trustee determines that the Grantor is disabled as described in paragraph (5) of this Item or if the Grantor is declared to be incompetent by a court of competent jurisdiction, the Trustee, exercising absolute judgment and without liability, may make such distributions from the trust assets as are necessary or appropriate to carry out, on the Grantor's behalf, any plan or pattern of gifts to any charitable organization or any of the Grantor's issue (excluding MARSHALL) and their spouses (even if such person is then acting as the Grantor's

general attorney-in-fact) that (a) are in accordance with the Grantor's personal history of making or joining in the making of lifetime gifts, or (b) had previously been clearly contemplated by the Grantor, or (c) would be in the best interests of the subsequent beneficiaries of this trust and would not substantially impair the Grantor's own financial security. With respect to any gifts to or in favor of any individuals, the amount given to any particular individual during any particular calendar year shall not exceed the then-applicable maximum annual exclusion amount as described in Internal Revenue Code § 2503(b).

(4) Upon the Grantor's death, if and to the extent the Grantor does not effectively exercise the general power of appointment granted to him in paragraph (2) of this Item, all property then remaining in this trust shall be distributed in accordance with the provisions of the following Items.

(5) The decision as to whether at any time or from time to time the Grantor is disabled for purposes of Item I and this Item because of advanced age, illness or other cause has impaired the Grantor's ability to transact ordinary business shall be made by a court of competent jurisdiction or by the Grantor's then serving agent under his Health Care Power of Attorney and two physicians, one of whom is a physician who has examined or treated the Grantor within the prior twelve months. Any such determination shall be by written instrument signed by the physicians and the then serving agent under the Grantor's Health Care Power of Attorney, and delivered to the Grantor and the Trustee. During any period in which the Grantor is determined to be disabled hereunder, he may be prohibited from exercising any power under Items I and XV and/or making withdrawals pursuant to paragraph (2) of this Item.

ITEM III
SPECIFIC BEQUESTS

(1) The Grantor bequeaths all his personal and household effects, including, but not limited to, furniture, appliances, furnishings, objects of art, silver, silverware, china, crystal, books, photographs, jewelry, clothing, automobiles, boats and other vehicles, wherever located, to those persons and/or organizations designated in any written memorandum either in the Grantor's handwriting or signed by the Grantor and in existence at the time of his death. If no such written statement is found within ninety (90) days after the Grantor's death, it shall be conclusively presumed that there is no such written statement and any subsequently discovered written statement shall be void. In default of such written statement, or to the extent such written statement does not completely or effectively dispose of the Grantor's tangible personal effects held in this trust, then the Grantor leaves all such remaining items to POLLY, if she survives the Grantor, and if not, then in approximately equal shares (not taking into account items disposed of in the above-described memorandum) to those among SLOAN and JONATHAN who survive him, as they may agree upon and specify. If said beneficiaries cannot reach an agreement within six months after the Grantor's death, the Trustee shall make the final determination as to the division and distribution of such items among said beneficiaries, and the Trustee's decision shall not be subject to question by any beneficiary herein.

(2) The Grantor devises to his wife, POLLY, if she survives him, all interests owned by him at his death in his principal residence located at 10 Creekridge Road, Greenville, South Carolina, or a principal residence to which he may later move. If POLLY predeceases the Grantor, the Grantor directs the Trustee to sell his primary residence after his death, if applicable, and the net

proceeds from such residence (or the proceeds from any note payment) shall be added to his residuary estate passing under Item V.

(3) The Grantor bequeaths the sum of One Hundred Thousand Dollars (\$100,000.00) in cash, or, in the discretion of the Trustee, in property having such value, each to those among his brother, THOMAS C. SHOEMAKER, and his sister, KATYA S. SPICUZZA, who survives him, and if a sibling of the Grantor predeceases him, his or her bequest shall lapse.

(4) If POLLY predeceases the Grantor, the Grantor bequeaths the sum of Fifty Thousand Dollars (\$50,000) in cash to DEBORA WINE, if she is then in the Grantor's employ, and if not, then this bequest shall lapse. If POLLY survives the Grantor, this bequest shall lapse.

(5) The Grantor bequeaths the sum of Two Hundred Fifty Thousand Dollars (\$250,000) in cash to each one among his grandson, PETER SHOEMAKER, and his granddaughter, MARY C. SHOEMAKER, who survives him. If said grandchild predeceases him, his or her bequest shall lapse.

(6) The property bequeathed or devised under this Item shall be subject to all outstanding indebtedness thereon at the Grantor's death. All insurance in effect at the Grantor's death (including the proceeds of any claim arising prior to, upon or after his death) with respect to such bequest or devise shall be considered a part of such bequest or devise.

ITEM IV.

CREATION OF THE MARITAL TRUST

(1) After the Grantor's death, if POLLY survives the Grantor, the Grantor directs the Trustee to create a trust, to be known as "THE JAMES M. SHOEMAKER, JR. MARITAL TRUST", from property of this trust (undiminished by any Estate Taxes as defined in Item XXII)

having a value equal to the maximum marital deduction allowable to the Grantor's estate at the time of his death for federal estate tax purposes, taking into consideration any election the Grantor's personal representative may make for income or estate tax purposes with respect to the deduction of administration expenses and losses allowed under I.R.C. Sections 2053 and 2054, less the aggregate amount of the marital deduction, if any, allowed for such tax purposes by reason of property passing or which has passed to POLLY otherwise than pursuant to the provisions of this Item, including any provisions of the Grantor's Will, by operation of law or otherwise; provided, however, the amount of this bequest shall be reduced by the amount, if any, needed to increase the Grantor's taxable estate (for federal estate tax purposes) to the largest amount that, after application of the available unified credit against the federal estate tax and the state death tax credit against such tax (but only to the extent that the use of such state death tax credit does not increase the death tax payable to any state) will result in the smallest (if any) federal estate tax being imposed on the Grantor's estate. The Trustee shall have the sole discretion to select the assets which shall constitute this bequest. The Trustee shall value any assets selected by the Trustee for distribution in kind in satisfaction of this bequest at the value of such asset at the date of its distribution. Any property of this bequest which does not qualify for the marital deduction, by reason of the Grantor's personal representative failing to elect to so qualify such property or otherwise, shall bear its proportionate share of all Estate Taxes assessed by reason of such property being included in the Grantor's estate.

(2) THE JAMES M. SHOEMAKER, JR. MARITAL TRUST, as so set apart, shall be held, administered and distributed in accordance with the provisions of Item VI.

(3) If POLLY predeceases the Grantor, this bequest shall lapse.

ITEM V.

DISPOSITION OF REST AND RESIDUE OF TRUST

After the Grantor's death, all of the rest, residue and remainder of all property comprising this trust, of every kind and description, including lapsed legacies and devises, wherever situated and whether acquired before or after the execution of this trust, shall be distributed as follows:

(1) If POLLY survives the Grantor, such property shall be distributed to the Trustee, hereinafter named, in trust, to be known as "THE JAMES M. SHOEMAKER, JR. EXEMPTION TRUST," and said trust shall be held, administered and distributed as follows:

(a) During POLLY's lifetime, the Trustee shall pay to or apply for the benefit of POLLY in annual or more frequent installments the greater of: the Net Income of this trust; or the amount required to be distributed under the minimum distribution rules under I.R.C. Section 401(a)(9) and the regulations thereunder, or any subsequent statute requiring minimum distributions for any Qualified Retirement Plan ("QRP") or Individual Retirement Account ("IRA") that is held or owned by this trust. All income earned upon any IRA or QRP and made payable to this trust shall retain its character as income and be administered as such pursuant to this agreement. No expenses chargeable with respect to the principal of any distribution from an IRA or QRP shall be charged against the income portion of such distribution. The Grantor directs the Trustee to treat distributions from any QRP or any IRA as income of the trust to the extent that the distribution represents income generated or deemed to be generated by such QRP or IRA, notwithstanding the treatment of such portion of the distribution under any law concerning the determination of income and principal for trust accounting purposes, and the Trustee shall not charge to such income any expense properly chargeable to the nonincome portion of the distribution. Notwithstanding

the above, the Trustee, in the Trustee's sole and absolute discretion, may direct the administrator, custodian or trustee of any QRP or IRA to make distributions to this trust in excess of the minimum distribution amount described above for the purposes described hereinbelow. The Trustee shall have the full authority and power to direct the administrator, custodian or trustee of any QRP or IRA as to the amounts to be paid to this trust from such QRP or IRA for the purposes described hereinbelow. In addition, the Trustee shall apply to or for the benefit of POLLY as much or all of the remaining principal of this trust as the Trustee deems necessary or advisable from time to time for the health, maintenance and support of POLLY in accordance with her accustomed standard of living. In making discretionary distributions from this trust, the Trustee shall take into consideration other income and assets of POLLY and trusts known to the Trustee of which she is then a beneficiary; provided, however, POLLY shall not be required to dispose of assets which the Trustee deems appropriate for her to retain in order to be eligible for discretionary distributions from this trust. The Grantor's primary desire is that POLLY be suitably maintained in accordance with the standards set out in this subparagraph, and the Trustee shall be guided by this desire in making discretionary distributions from this trust. Notwithstanding anything contained in this subparagraph or in any other provision of this agreement to the contrary, during her lifetime, POLLY shall have the power to direct the Trustee, in writing, to convert any non-productive or non-income-producing property which is at any time acquired, invested or retained by the Trustee of the trust into productive or income-producing property. Within a reasonable time after receiving such written directions from POLLY, the Trustee of the trust shall make reasonable efforts to comply with such directions. In extension and not in limitation of any other benefits granted to POLLY in the

trust, the Grantor intends that POLLY have substantially that degree of beneficial enjoyment of the property of the trust which the laws of the State of South Carolina accord to persons who are unqualifiedly designated as life beneficiaries of a trust. The Grantor recognizes that it may be appropriate for this trust to qualify for the marital deduction, and notwithstanding anything contained in Item XIII or in any other provision of this agreement to the contrary, the Trustee shall not take any action or make any investment which would prevent the trust or any property distributed to fund the trust from qualifying for the marital deduction. The foregoing provisions of this paragraph shall not be applicable to the extent the Grantor's personal representative elects not to qualify any portion of the property passing to the trust for the marital deduction. At the time of the execution of this agreement, the Grantor anticipates that the Grantor's personal representative may elect to treat all assets distributed to fund the trust as qualified terminable interest property. The Grantor recognizes, however, that future tax and other considerations may suggest that it would be prudent not to make such election in whole or in part, and, for this reason, the Grantor leaves the responsibility for that decision to his personal representative, and his personal representative shall incur no liability for such decision, provided such decision is exercised by his personal representative with prudence and in good faith.

(b) Upon POLLY's death, such property shall be distributed as follows:

(i) One-half of such property shall be distributed to the Grantor's son, SLOAN, if he survives POLLY, and if not, such share shall be distributed per stirpes among SLOAN's issue who survive POLLY, if any, and if none, then such share shall be added to increase the share passing under subparagraph (1)(b)(ii) of this Item.

(ii) One-half of such property shall be distributed to the Grantor's son, JONATHAN, if he survives POLLY, and if not, such share shall be distributed per stirpes among JONATHAN's issue who survive POLLY, if any, and if none, then such share shall be added to increase the share passing under subparagraph (1)(b)(i) of this Item.

(c) Upon POLLY's death, if none of the persons named in subparagraph (1)(b) of this Item survives POLLY, such property shall be distributed in accordance with the provisions of Item XX.

(2) If POLLY predeceases the Grantor, such property shall be distributed as follows:

(a) One-half of such property shall be distributed to the Grantor's son, SLOAN, if he survives the Grantor, and if not, such share shall be distributed per stirpes among SLOAN's issue who survive the Grantor, if any, and if none, then such share shall be added to increase the share passing under subparagraph (2)(b) of this Item.

(b) One-half of such property shall be distributed to the Grantor's son, JONATHAN, if he survives the Grantor, and if not, such share shall be distributed per stirpes among JONATHAN's issue who survive the Grantor, if any, and if none, then such share shall be added to increase the share passing under subparagraph (2)(a) of this Item.

(3) If none among POLLY and the persons named or described in paragraph (2) of this Item survives the Grantor, such property shall be distributed in accordance with the provisions of Item XX.

ITEM VI.

ADMINISTRATION OF THE JAMES M. SHOEMAKER, JR. MARITAL TRUST

IF THE JAMES M. SHOEMAKER, JR. MARITAL TRUST is established, the Trustee shall manage, invest and reinvest the assets of this trust and shall distribute the income and principal of this trust as follows:

(1) The Trustee shall distribute to POLLY, during her lifetime, the greater of: the Net Income of this trust, from the time of the Grantor's death, in semiannual or more frequent installments; or in annual or more frequent installments the amount required to be distributed under the minimum distribution rules under I.R.C. Section 401(a)(9) and the regulations thereunder, or any subsequent statute requiring minimum distributions for any QRP or IRA that is held or owned by this trust. All income earned upon any IRA or QRP and made payable to this trust shall retain its character as income and be administered as such pursuant to this agreement. No expenses chargeable with respect to the principal of any distribution from an IRA or QRP shall be charged against the income portion of such distribution. The Grantor directs the Trustee to treat distributions from any QRP or any IRA as income of the trust to the extent that the distribution represents income generated or deemed to be generated by such QRP or IRA, notwithstanding the treatment of such portion of the distribution under any law concerning the determination of income and principal for trust accounting purposes, and the Trustee shall not charge to such income any expense properly chargeable to the nonincome portion of the distribution. Notwithstanding the above, the Trustee, in the Trustee's sole and absolute discretion, may direct the administrator, custodian or trustee of any QRP or IRA to make distributions to this trust in excess of the minimum distribution amount described above. The Trustee shall have the full authority and power to direct

the administrator, custodian or trustee of any QRP or IRA as to the amounts to be paid to this trust from such QRP or IRA pursuant to this paragraph.

(2) If at any time POLLY should need funds to provide for her health, maintenance and support in accordance with her accustomed standard of living, the Trustee shall be authorized to distribute to POLLY or for her benefit such amount or amounts of the remaining principal of this trust as the Trustee deems necessary or advisable to provide for POLLY's health, maintenance and support.

(3) Notwithstanding anything contained in Item XIII or in any other provision of this agreement to the contrary, during her lifetime, POLLY shall have the power to direct the Trustee, in writing, to convert any non-productive or non-income-producing property which is at any time acquired, invested or retained by the Trustee of the trust into productive or income-producing property. Within a reasonable time after receiving such written directions from POLLY, the Trustee of the trust shall make reasonable efforts to comply with such directions. In extension and not in limitation of any other benefits granted to POLLY in the trust, the Grantor intends that POLLY have substantially that degree of beneficial enjoyment of the property of the trust which the laws of the State of South Carolina accord to persons who are unqualifiedly designated as life beneficiaries of a trust.

(4) Notwithstanding anything contained in Item XIII or in any other provision of this agreement to the contrary, the Trustee of the trust shall have no power to invest any of the assets of the trust in life insurance.

(5) In creating the trust, the Grantor intends that the trust qualify for the marital deduction, and notwithstanding anything contained in Item XIII or in any other provision of this agreement to the contrary, the Trustee shall not take any action or make any investment which

would prevent the trust or any property distributed to fund the trust from qualifying for the marital deduction. The foregoing provisions of this paragraph shall not be applicable to the extent the Grantor's personal representative elects not to qualify any portion of the property passing to the trust for the marital deduction.

(6) At the time of the execution of this agreement, the Grantor anticipates that the Grantor's personal representative will elect to treat all assets distributed to fund the trust as qualified terminable interest property. The Grantor recognizes, however, that future tax and other considerations may suggest that it would be prudent not to make such election in whole or in part, and, for this reason, the Grantor leaves the responsibility for that decision to his personal representative, and his personal representative shall incur no liability for such decision, provided such decision is exercised by his personal representative with prudence and in good faith.

(7) Upon POLLY's death, all unpaid and accrued income of THE JAMES M. SHOEMAKER, JR. MARITAL TRUST, if any, shall be distributed to POLLY's estate. After reserving sufficient funds to cover the estate tax liabilities and administrative expenses more fully described in paragraphs (8) and (9) of this Item, all property remaining in the trust (the "Remaining Property") shall be distributed as follows:

(a) One-half of the Remaining Property shall be distributed to the Grantor's son, SLOAN, if he survives POLLY, and if not, such share shall be distributed per stirpes among SLOAN's issue who survive POLLY, if any, and if none, such share shall be added to increase the share passing under subparagraph (7)(b) of this Item.

(b) One-half of the Remaining Property shall be distributed to the Grantor's son, JONATHAN, if he survives POLLY, and if not, such share shall be distributed per stirpes

among JONATHAN's issue who survive POLLY, if any, and if none, such share shall be added to increase the share passing under subparagraph (7)(a) of this Item.

(c) If none of the persons named in subparagraphs (7)(a) and (7)(b) of this Item survives POLLY, the Remaining Property shall be distributed in accordance with the provisions of Item XX.

(8) Upon POLLY's death, unless otherwise directed by his Will, the Trustee of THE JAMES M. SHOEMAKER, JR. MARITAL TRUST shall withhold from the Remaining Property prior to distributing such property in accordance with the provisions of paragraph (7) of this Item an amount of property which the Trustee deems sufficient to cover the difference between: (i) the total estate taxes due by reason of POLLY's death; and (ii) the total estate taxes which would have been due by reason of POLLY's death if none of the value of the property of THE JAMES M. SHOEMAKER, JR. MARITAL TRUST had been included in POLLY's estate for estate tax purposes. The Trustee of THE JAMES M. SHOEMAKER, JR. MARITAL TRUST, in the Trustee's sole and absolute discretion, shall be authorized to distribute such withheld property to the personal representative of POLLY's estate and/or to any taxing authority for the purpose of satisfying any estate taxes or other liability that may be imposed on the Trustee of the trust, on the trust or on the distributees of the trust until such tax liabilities are finally satisfied. Any property so withheld in excess of the amount finally required to satisfy such tax liabilities shall be distributed as provided in paragraph (7) of this Item for the Remaining Property. POLLY may direct, by her Last Will and Testament taking effect at or after the Grantor's death, the manner in which said estate taxes shall be apportioned between the property of the trust that is included in POLLY's estate for estate tax purposes and all other property included in POLLY's estate for estate tax purposes, but in no event shall the trust pay more than the difference between: (A) the total estate taxes due by

reason of POLLY's death; and (B) the total estate taxes that would have been due by reason of POLLY's death if none of the property of the trust had been included in POLLY's estate for estate tax purposes. Whenever the term "estate taxes" is used in this paragraph, said term shall include all estate, inheritance, succession, transfer, legacy and death taxes assessed or imposed with respect to POLLY's estate.

(9) Upon POLLY's death, the Trustee of THE JAMES M. SHOEMAKER, JR. MARITAL TRUST shall also withhold from the Remaining Property prior to distributing such property in accordance with the provisions of paragraph (7) of this Item an amount of property which, in the Trustee's sole and absolute discretion, shall be sufficient to cover any additional expenses of administration incurred by POLLY's estate as a result of any property of the trust being included in POLLY's estate for estate tax purposes. The Trustee of THE JAMES M. SHOEMAKER, JR. MARITAL TRUST, in the Trustee's sole and absolute discretion, shall be authorized to distribute such withheld property to the personal representative of POLLY's estate for the purpose of paying such expenses and/or may distribute such property directly in payment of any such administrative expenses. Any property so withheld in excess of the amount finally required to satisfy such administrative expenses shall be distributed as provided for the Remaining Property in paragraph (7) of this Item.

ITEM VII

SPENDTHRIFT PROVISION

After the Grantor's death, payments of principal and income payable or to become payable to the beneficiary of any trust or share thereof created hereunder shall not be subject to anticipation, assignment, pledge, sale or transfer in any manner, nor shall any said beneficiary have the power to

anticipate or encumber such interest, nor shall such interest, while in the possession of the Trustee, be liable for, or subject to, the debts, contracts, obligations, liabilities or torts of any beneficiary.

ITEM VIII.

TRUSTS FOR CERTAIN BENEFICIARIES

(1) If the Trustee of any trust created in this agreement is directed under any provision of this agreement to distribute any part of the principal of any such trust outright to a person who has not attained the age of twenty-five years at the time for such distribution, the share of such person shall be fully and indefeasibly vested in such person at the time for the creation of his or her share, but shall not be distributed directly to him or her at such time. Rather, the Trustee shall transfer such share to the Trustee, hereinafter named, to be placed in trust for the benefit of such beneficiary until the first to occur of the following events: (a) the day such beneficiary attains the age of twenty-five years; or (b) the Vesting Date; at which time, such beneficiary's trust shall terminate, and all property then remaining in such beneficiary's trust shall be distributed outright to him or her. During the period of each such trust, the Trustee shall hold, manage, invest and reinvest the property of such trust and shall distribute to such beneficiary or for his or her benefit in annual or more frequent installments the amount required to be distributed under the minimum distribution rules under I.R.C. Section 401(a)(9) and the regulations thereunder, or any subsequent statute requiring minimum distributions for any QRP or IRA that is held or owned by this trust. All income earned upon any IRA or QRP and made payable to this trust shall retain its character as income and be administered as such pursuant to this agreement. No expenses chargeable with respect to the principal of any distribution from an IRA or QRP shall be charged against the income portion of such distribution. The Grantor directs the Trustee to treat distributions from any QRP

or any IRA as income of the trust to the extent that the distribution represents income generated or deemed to be generated by such QRP or IRA, notwithstanding the treatment of such portion of the distribution under any law concerning the determination of income and principal for trust accounting purposes, and the Trustee shall not charge to such income any expense properly chargeable to the nonincome portion of the distribution. Notwithstanding the above, the Trustee, in the Trustee's sole and absolute discretion, may direct the administrator, custodian or trustee of any QRP or IRA to make distributions to this trust in excess of the minimum distribution amount described above. The Trustee shall have the full authority and power to direct the administrator, custodian or trustee of any QRP or IRA as to the amounts to be paid to this trust from such QRP or IRA pursuant to this paragraph. In addition, the Trustee shall distribute to such beneficiary or for his or her benefit as much of the income and/or principal of such beneficiary's respective trust as the Trustee deems necessary or advisable to provide for the health, maintenance and support of such beneficiary in accordance with his or her accustomed standard of living and to provide for the education of such beneficiary. The income of any trust not so distributed shall be accumulated and added to the principal of such trust. If such beneficiary dies after the time for the creation of his or her share but prior to the time for the termination of his or her trust, such beneficiary's trust shall terminate at such beneficiary's death, and the Trustee shall distribute all property then remaining in such beneficiary's trust to such beneficiary's estate.

(2) If at any time, in the Trustee's sole and absolute discretion, the total fair market value of the assets of any trust established or to be established under this agreement is so small that the Trustee deems it inadvisable to create or continue such trust, the Trustee shall be authorized not to establish such trust or shall be authorized to terminate such trust, and, in such event, the property then to be distributed to or to be held in such trust shall be distributed to the person who is then, or

who would then be, entitled to the income of such trust, or, if such person is then a minor, to a custodian of such minor (selected by the Trustee) under the applicable gifts to minors act.

(3) The provisions of this Item shall not apply to the extent they may conflict with or restrict in any manner (a) the exercise of any power of appointment created in this agreement or (b) the Trustee's duty and/or authority to distribute the income or principal of any trust described in this agreement to or for the benefit of any beneficiary during the term of the trust of which such person is then a beneficiary as is otherwise provided in this agreement.

ITEM IX.

THIRD PARTIES

No corporation, transfer agent or other person dealing with the Trustee hereunder shall be obligated to follow the application of any money or property delivered to the Trustee or to examine the terms upon which any property is held by the Trustee, but any such corporation, transfer agent or other person may deal with any such property and with the Trustee as if the Trustee were the owner thereof, free of any trust.

ITEM X.

CONTRIBUTIONS OF ADDITIONAL PROPERTY

The Grantor, as well as any other person, shall have the right at any time and from time to time to add to the trust created herein by depositing additional property with the Trustee hereunder, and all such property so deposited shall be held and distributed by the Trustee in all respects as if originally deposited hereunder.

ITEM XI.

PROHIBITION AGAINST SELF-DEALING

After the Grantor's death or during his incapacity, no powers of the Trustee enumerated herein or now or hereafter conferred upon trustees generally shall be construed to enable the Trustee, or any other person, to purchase, exchange or otherwise deal with or dispose of all or any part of the principal or income of the trusts created herein for less than adequate consideration in money or money's worth. No person, other than the Trustee, shall have or exercise the power to vote or direct the voting of any stock or other securities of these trusts, to control investments or reinvestments, to veto proposed investments or reinvestments, or to reacquire or exchange any property of these trusts by substituting other property of an equivalent value.

ITEM XII.

APPLICABLE LAW

Notwithstanding the fact that the Grantor or the Trustee may now or at any future time be domiciled elsewhere than in the State of South Carolina, this instrument and the trust created herein shall be regarded for all purposes as a South Carolina instrument and as a South Carolina trust, and the validity and construction thereof shall be determined and governed in all respects by the laws of the State of South Carolina, and the trusts, powers and provisions herein contained shall be administered, exercised and carried into effect under the laws of the State of South Carolina.

ITEM XIII.

POWERS AND DUTIES OF TRUSTEE

The following powers are hereby conferred upon the Trustee named herein (hereinafter referred to as "fiduciary") and are in addition to the powers conferred by law upon fiduciaries or

elsewhere set forth in this agreement, and each said fiduciary, its successors or successors and substitutes, is specifically authorized with respect to any and all property at any time held under any provisions of this agreement and any property held pursuant to any power in trust:

(1) To sell upon such terms and conditions as it in its sole discretion may determine, including, but not limited to, the power to sell at public or private sale with or without advertisement for cash or on credit.

(2) To invest and reinvest in, and to acquire by exchange or otherwise, property of any character including stocks of any classification, obligations or other property, real or personal, whether or not of the same kind, and participation in any common trust fund (including any common trust fund maintained by a fiduciary), without regard to diversification and without being limited to the investments authorized by law for the investment of trust funds.

(3) To retain property of any kind received by it, without regard to diversification and without being limited to the investments authorized by law for the investment of trust funds and without liability for diminution in value of any property so retained.

(4) To form a corporation using all or any part of the assets of the trust estate and to hold the stock of such corporation as an asset of the trust estate.

(5) To exercise each and every option and privilege under any policy of insurance owned or payable to a fiduciary or any trust hereunder.

(6) To join in, consent to or become a party to any reorganization, merger, consolidation, dissolution, readjustment, exchange or other transaction and any plan or action thereunder or in connection therewith; to deposit any such property with any protective, reorganization or similar committee; to delegate discretionary powers thereto and to share in payment of its expenses and compensation and to pay any assessments levied with respect to such

property and to receive property under any reorganization, merger, consolidation, dissolution, readjustment, exchange or other transaction whether or not the same be authorized by law for the investment of trust funds.

(7) To enter into a limited partnership or operating agreement.

(8) To exercise all conversion, subscription, voting and other rights of whatsoever nature pertaining to any such property and to grant proxies, discretionary or otherwise, with respect thereto.

(9) To make and retain joint investments of undivided interests in any property, real or personal, whether or not all the property be held hereunder and whether the provisions under which such other property is held are similar.

(10) With respect to any real property (including real property acquired on foreclosure or by deed in lieu thereof) at any time held hereunder, to sell, exchange, partition, lease, sublease, mortgage, improve or otherwise alter the same upon such terms as it may deem proper and to execute and deliver deeds, leases, mortgages or other instruments relating thereto. Any lease may be made for such period of time as the fiduciary may deem proper and without the approval of any court and may extend beyond the term of this agreement and any trust created thereunder.

(11) To extend the time of payment of any obligation and/or security held by it, or of any installment of principal or interest or to hold such obligation and/or security after maturity is past due; to consent to the alteration or modification of any terms thereof and/or waive defaults in the performance of the terms thereof; to foreclose any such mortgage or security or compromise or settle claims thereunder; to take over, take title to or manage the property, or any part thereof affected by any such mortgage or security agreement, either temporarily or permanently, and in partial or complete satisfaction of any claim thereunder; to protect such property against or redeem

it from foreclosure or nonpayment of taxes, assessments or other liens; to insure, protect, maintain and repair such property; and generally, without limitation by the foregoing specifications, to exercise with respect to such obligation and/or security on such property all rights and powers as may be exercised by a person owning similar property in his or her own right.

(12) To borrow money from any person or corporation (including any fiduciary hereunder) for any purpose without resorting to the sale of any assets; and, for the purpose of securing the payment thereof, to pledge, mortgage or otherwise encumber any and all property upon such terms, covenants and conditions as it may deem proper; and also to extend the time of payment of any loans or encumbrances which at any time may be encumbrances on any such property irrespective of by whom the same were made or by whom the obligation may or should ultimately be borne, upon such terms, covenants and conditions as the fiduciary may deem proper.

(13) To exercise any and all the powers, authorities and discretions provided herein in respect to any shares of stock of the fiduciary and any successor corporation whether by merger, consolidation, reorganization, sale or otherwise.

(14) To register any property in the name of its nominee, or to hold the same unregistered, or in such form that title shall pass by delivery.

(15) To distribute in cash or in kind or partly in cash and partly in kind.

(16) To abandon, settle, compromise, extend, renew, modify, release, adjust or submit to arbitration in whole or in part and without the order or decree of any court any and all claims whether such claims would increase or decrease the assets held hereunder.

(17) To decide with absolute discretion how commissions, attorneys' fees and other administration expenses shall be taken as tax deductions and to charge fiduciary commissions to principal and/or income, and the determination in this respect shall be final and conclusive upon all

persons interested hereunder whether or not the amount of their respective interest or shares are thereby affected; provided, however, that adjustments between principal and income may, in the exercise of the fiduciary's absolute discretion, be made if deemed advisable.

(18) To determine whether or not to amortize the premium on any investment, or to allocate to income all or any part of any discount on any investment and the decision with respect thereto shall be conclusive upon all parties interested hereunder.

(19) To consider, insofar as permitted by law, all extraordinary dividends, whether in cash or in stock, and all realized appreciation in the value of stocks, bonds, securities or other property, resulting from the sale or other disposition thereof, principal and not income, but ordinary stock dividends paid regularly by a corporation in lieu of or in addition to regular cash dividends shall be considered income and not principal; provided, however, that the determination by the fiduciary as to whether any dividends shall be apportioned or allocated in whole or in part to principal or income shall, insofar as permitted by law, be conclusive and binding upon all persons now or hereafter interested in the trust estates.

(20) To keep adequate books and records of receipts, disbursements and transactions in accordance with generally accepted accounting procedures and to set up or not set up reserves for depreciation and/or obsolescence and to allocate such depreciation and/or obsolescence against income and/or corpus as the fiduciary in its sole discretion shall deem advisable. Such books and records shall be opened to any beneficiary for inspection at reasonable times and intervals.

(21) To administer any two or more of the trusts herein created or any parts thereof together or as a single fund by holding the principal of such trusts in one or more consolidated funds in which the separate trusts shall have undivided interests.

(22) To invest, so far as permitted by law, all or such portions of the trust assets as the fiduciary deems advisable in bonds of foreign governments or political subdivisions and in stocks, bonds or other securities of foreign corporations and in real estate located in foreign countries.

(23) If the administration of any trust created herein is required in any jurisdiction in which the fiduciary, for any reason, cannot serve, the fiduciary shall be authorized to appoint a fiduciary to serve in such jurisdiction.

(24) To file such returns as may be required under the tax laws of the United States, any state, any political subdivision of any state or any foreign country; to make any election permitted by any tax law, if, in the fiduciary's opinion, such election is in the best interest of any trust created herein; to make any disclaimer permitted by any tax law, if, in the fiduciary's opinion, such disclaimer is in the best interest of any trust created herein; and to agree to such apportionment of taxes and application of estimated tax payments, refunds and credits as the fiduciary deems equitable under all the circumstances.

(25) To have full access to all credit card accounts, cell phone accounts and records (including GPS information), computers and to all e-mail accounts, including, but not limited to passwords, and to deal with all internet service providers and website hosting providers, and to be authorized to open, manage, use, transfer, gift and close membership plans and accounts.

(26) The Grantor authorizes, but does not direct, the Trustee to divide any trust established by this agreement, at any time, into two or more separate trusts so that the federal generation-skipping transfer tax inclusion ratio as defined in I.R.C. Section 2642(a) for each trust shall be either zero or one. All such separate trusts shall have the identical provisions as the original trust from which they shall have been divided; provided, however, that the Trustee, in making discretionary distributions from such trusts, shall be authorized to make such discretionary

distributions in such manner as the Trustee shall deem advisable and shall not be required to make such distributions pro rata or equally from such trusts.

(27) To employ any attorney, accountant or other professional to provide services to my estate and/or to any such trust and to pay reasonable fees for all services provided according to such firm's customary fees for such services, taking into consideration the value and nature of the assets of my estate and/or of such trust, the nature of the services rendered and the time and responsibilities involved in performing such services.

(28) In any judicial proceeding involving my estate or any trust hereunder and in any non-judicial settlement of the account of a Personal Representative or Trustee hereunder, the interest of a person under disability may be represented by a party to such proceeding or settlement who is not under disability and who has the same interest.

(29) The Trustee shall have the power to employ, and to delegate any of its discretionary and nondiscretionary powers to agents, including, but not limited to, attorneys, investment advisers, appraisers or accountants as it deems appropriate and to pay for such services from the trust property.

(30) The Trustee may, but shall not be required to, at any time, and from time to time, file an account of its administration with a court of competent jurisdiction. Prior to transferring any or all of the assets of any trust hereunder to a successor Trustee or to making any partial or complete distribution of trust principal, the Trustee may require an approval of its account either by (a) release and discharge from those competent beneficiaries currently eligible to receive income or principal and those who would succeed to principal were the trust to then terminate (which release(s) and discharge(s) shall be binding on all persons at any time interested in the trust) or (b) by a court of

competent jurisdiction. All of the Trustee's fees and expenses (including reasonable attorneys' fees) attributable to any such accounting and approval shall be paid by the trust.

ITEM XIV.

ANNUAL STATEMENTS OF ACCOUNT

The Trustee shall, upon the request of any person then entitled to receive income from any trust created herein, furnish to such person at least annually a statement showing the property held by the Trustee and the receipts and disbursements thereunder.

ITEM XV.

APPOINTMENT OF SUCCESSOR TRUSTEE/ADDITIONAL

MATTERS RELATING TO TRUSTEES

(1) During his lifetime, the Grantor shall have the power to remove any Trustee serving hereunder and to appoint one or more successor Trustee(s). If for any reason the Trustee hereinabove appointed becomes unable or unwilling to continue serving as Trustee of any such trust and if the Grantor fails to appoint a successor Trustee, the Grantor appoints his wife, POLLY, and LESLEY R. MOORE as Co-Trustees of each such trust. If for any reason POLLY is unable or unwilling to serve or continue serving as Co-Trustee of any such trust, the then serving Co-Trustee shall serve as sole Trustee of such trust.

(2) The Grantor authorizes MARTHA LOUISE RAMAGE LEWIS, in her sole and absolute discretion, to appoint one or more individuals or corporate entities as successor fiduciaries for any Trustee who resigns. In addition, MARTHA LOUISE RAMAGE LEWIS, in her sole and absolute discretion, shall have the power to remove any fiduciary serving hereunder (other than the Grantor) and to replace said fiduciary with one or more individuals or corporate fiduciaries. Said

appointment, removal and replacement powers shall be given by thirty (30) days advance written notice to all Interested Parties. Said appointment, removal and replacement powers may be exercised one or more times.

(3) The Grantor expects that the Trustee of any such trust will use one or more investment managers. The Grantor directs the Trustee to provide to the persons at the time comprising the governing board of the Professional Corporation now bearing the name FREEMAN AND MOORE, PC and/or MARTHA LOUISE RAMAGE LEWIS, as the case may be, copies of account statements for each such trust on a semiannual or more frequent basis.

(4) No Trustee or successor Trustee named or described herein shall be required to post a bond.

(5) If there is more than one Trustee serving, any Trustee may give any Co-Trustee power of attorney, by written instrument, to act for or to sign any document in the name of the Trustee giving such power, provided such act is one which a fiduciary may properly delegate, and any action taken pursuant to such power of attorney shall be valid for all purposes as if done or signed in person by the Trustee giving such power of attorney. Any such power of attorney may be general or may be limited to certain acts or instruments or may contain conditions and restrictions and may be changed or revoked at any time by the Trustee who gave such power, giving written notice of its change or revocation to the Co-Trustee to whom such power is given.

(6) All successor Trustees shall have all the rights, authorities and duties granted in this agreement as if originally named Trustee, and no successor Trustee shall be required to inquire into or audit the acts or actions of any predecessor Trustee.

(7) In lieu of any compensation that may be provided by statute or otherwise by state law, all individuals who may serve as a Trustee of any trust created herein shall be entitled to receive

reasonable compensation from such trust for all services provided to such trust, taking into consideration the value and nature of the assets of such trust, the nature of the services rendered and the time and responsibilities involved in performing such services. Unless otherwise agreed by the parties, any corporate Trustee shall receive such compensation for its services as it normally charges to administer similar trusts under its regularly published fee schedule as the same from time to time may be amended taking into account the investment function of any investment manager appointed hereunder.

(8) Each Trustee named herein and each successor Trustee may resign without the order of any officer or court and without the consent of any beneficiary of any provision of this trust upon giving all Interested Parties thirty days advance written notice of such Trustee's intention to resign from such trusteeship and/or co-trusteeship.

ITEM XVI.

DEFINITIONS OF TERMS USED IN THIS AGREEMENT

(1) All references to "education" shall refer to the education of the beneficiary in question at any available level at any formal educational institution, whether or not accredited, including preschool, elementary, secondary, trade, vocational, college and postgraduate schools and shall include, but shall not be limited to, such expenses as tuition, books, laboratory fees, educational equipment and supplies, private lessons, counseling, housing, board, travel to and from the educational institution in question, and all such other expenditures as the Trustee may deem appropriate to enable the beneficiary in question to further his or her education.

(2) Unless otherwise expressly provided herein to the contrary, all references to an "Item" or to "Items" shall refer to Item(s) of this agreement.

(3) All references to "Interested Parties" shall refer to the following applicable individuals and/or entities: to all then serving Trustees of the trust in question; to the successor Trustee or Co-Trustee or other fiduciary being appointed in the instrument in question; to the fiduciary being replaced; and to all persons then entitled to receive income from the trust in question, or to the guardian(s) of such persons.

(4) Unless otherwise provided herein, when the term "Trustee" is used in this agreement, it shall include all persons and/or institutions, whether singular or plural, masculine or feminine, then acting as Co-Trustees or as sole Trustee.

(5) All references to the "Vesting Date" shall refer to later to occur of the following events: (a) the day preceding the twenty-first anniversary of the death of the survivor of the Grantor, POLLY and those of the Grantor's issue (excluding MARSHALL) who are living at the date of the execution of this agreement; or (b) the day preceding the ninetieth anniversary of the creation of the interest or power in question in accordance with the provisions of S.C. Code Section 27-6-10 et seq.

(6) Except with respect to MARSHALL, all references to "child" or "children" mean lawful blood descendants in the first degree of the parent designated and all references to "issue" and "descendants" mean lawful blood descendants in the first, second or any other degree of the ancestor designated; provided always, however, that an adopted child, if adopted prior to reaching age eighteen years, and such adopted child's issue, whether birth or adopted, if adopted prior to reaching age eighteen years, shall be considered in this agreement as lawful blood descendants of the adopting parent or parents and of anyone who is by blood or adoption an ancestor of the adopting parent or of either of the adopting parents and shall not be considered issue of the adopted child's

birth parents, except that where a child is adopted by a spouse of one of his or her birth parents, such child shall be considered issue of such birth parent as well as issue of the adopting parent.

(7) All references to section(s) and chapter(s) of the Internal Revenue Code are to section(s) and chapter(s) of the Internal Revenue Code of 1986 presently in force or as such section(s), chapter(s) and/or code from time to time may be amended or superseded.

(8) All references to "Net Income" shall refer to the entire net income of the trust in question, from and after the time the Trustee is directed to distribute said income to the beneficiary in question. The Trustee shall determine said income in accordance with the powers herein granted to the Trustee; provided, however, and notwithstanding any provision of this agreement to the contrary, the Trustee shall not make any charge to income or allocation to principal which would cause the beneficiary of the trust in question to receive in any year less than all of said income within the meaning of the federal estate tax laws as officially interpreted from time to time.

(9) All references to "spouses" shall refer to (a) any person who at the time in question is legally married to and living as spouses with a descendant of the Grantor or (b) any person who is legally married to and living as spouses with a descendant of the Grantor at such descendant's death. If a person qualifies as a spouse of a descendant of the Grantor by reason of being legally married to and living as spouses with such descendant at the time of such descendant's death, such surviving spouse shall continue to be considered as such descendant's spouse regardless of whether he or she marries after such descendant's death.

ITEM XVII.

LIABILITIES OF FIDUCIARIES

No Trustee hereunder, or any successor or substitute thereto, shall be liable for any loss to the assets of any trust hereunder, except for bad faith or willful misconduct.

ITEM XVIII.

RULE AGAINST PERPETUITIES

Notwithstanding any other provision of this agreement to the contrary, unless sooner vested as herein provided, on the Vesting Date, all property of every trust created by this agreement shall vest in and immediately be distributed free of all trusts, to the person(s) then entitled to share the income thereof in the proportions in which they are then entitled to share such income. The provisions of this Item are intended to prevent any possible violation of the rule against perpetuities, and they shall be construed accordingly.

ITEM XIX.

PRESUMPTION OF SURVIVORSHIP

If any beneficiary and the Grantor should die as a result of a common accident or calamity or otherwise under such circumstances as would render it doubtful whether the beneficiary or the Grantor died first, then it shall be conclusively presumed for the purposes of this agreement that said beneficiary predeceased the Grantor.

ITEM XX.

FINAL CONTINGENT BENEFICIARIES

(1) If, pursuant to any provision of this agreement, the Trustee of any trust created in this agreement is directed to distribute any property remaining in any such trust at the Grantor's death or at the death of any beneficiary of any trust created in this agreement in accordance with the provisions of this Item (such time is referred to hereinafter as the "Distribution Date"), the Trustee of the trust in question shall distribute such property as follows:

(a) The lesser of Twenty-Five Percent (25%) of such property or Two Hundred Fifty Thousand Dollars (\$250,000.00) in cash, or, in the discretion of the Trustee, in property having such value, shall be distributed to THE COMMUNITY FOUNDATION OF GREATER GREENVILLE, Greenville, South Carolina, or to its successor, to be used for such purposes as the governing board of said organization shall deem advisable.

(b) The lesser of Twenty-Five Percent (25%) of such property or Two Hundred Fifty Thousand Dollars (\$250,000.00) in cash, or, in the discretion of the Trustee, in property having such value, shall be distributed to the UNIVERSITY OF VIRGINIA LAW SCHOOL FOUNDATION, Charlottesville, Virginia, or to its successor, to be used for such purposes as the governing board of said organization shall deem advisable.

(c) The lesser of Twenty-Five Percent (25%) of such property or Two Hundred Fifty Thousand Dollars (\$250,000.00) in cash, or, in the discretion of the Trustee, in property having such value, shall be distributed to CHRIST CHURCH ENDOWMENT CORPORATION, Greenville, South Carolina, or to its successor, to be used for such purposes as the governing board of said organization shall deem advisable.

(d) The balance of such property shall be distributed in equal shares to those among the Grantor's brother, THOMAS COE SHOEMAKER, and the Grantor's sister, KATYA S. SPICUZZA, who survive the Distribution Date, or all to the survivor of them.

(2) The provisions contained in this Item are included in this agreement solely for the purpose of providing for the disposition of any property of any trust created herein in the unlikely event that the primary beneficiary or beneficiaries of such trust should all die prior to the time for the distribution or the termination of such trust. The Grantor accordingly directs the Trustee, so far as is consistent with the provisions of this agreement, to give no consideration to reserving funds or properties for distributions pursuant to the provisions of this Item. Furthermore, the Trustee shall be under no duty to notify the beneficiaries named or described in this Item of the nature and extent of this contingent provision until any interest created in this Item shall vest, if that shall ever happen.

ITEM XXI.

RESTRICTIONS ON CERTAIN DISTRIBUTIONS

Notwithstanding any provision of this agreement to the contrary, if at any time any person who is serving as a Co-Trustee or as sole Trustee of any trust described in this agreement shall have a legal obligation to support any beneficiary of any such trust, during such time as such person is serving as a Co-Trustee of such trust, he or she shall have no right to participate in any decision regarding any distribution or proposed distribution of the income or principal of such trust to or for the benefit of any beneficiary whom such person at such time shall have a legal obligation to support, and all such decisions shall be made by the remaining Co-Trustee(s) of such trust, acting in their, or in his, her or its fiduciary capacities or capacity; and while such person is serving as sole Trustee of such trust, such sole Trustee shall not be authorized to distribute any income or principal

of such trust to or for the benefit of any beneficiary whom such person at such time shall have a legal obligation to support if such distribution would discharge any legal obligation which such sole Trustee may have to support such beneficiary.

ITEM XXII.

PAYMENT OF DEBTS AND ESTATE TAXES

After the Grantor's death, and except as otherwise provided herein, the Trustee, in the Trustee's discretion, may pay all or any part of the Grantor's funeral expenses, legally enforceable claims against the Grantor or the Grantor's estate, reasonable expenses of administration of the Grantor's estate, and any estate, inheritance, transfer, succession, death or similar taxes, including any interest or penalties thereon, payable by reason of the Grantor's death (other than any generation-skipping transfer tax or any additional tax imposed by Section 2032A of the Internal Revenue Code) ("Estate Taxes"), assessed or imposed with respect to the Grantor's estate, or any part thereof, whether or not passing under this trust, or any amendment thereto, or under the Grantor's Will, or any codicil thereto, including all policies of insurance on the Grantor's life, all bequests and devises, and all transfers, powers, rights or other interests in property included in the Grantor's gross estate for the purpose of such Estate Taxes, without reimbursement from the Grantor's estate. Except as otherwise provided herein and in the Grantor's Will to the contrary, all such payments shall be charged generally against the principal of the trust estate includable in the Grantor's estate for federal estate tax purposes, provided, however, any such Estate Taxes shall first be charged against the Grantor's residuary estate passing under Item V and shall not be charged against any assets qualifying for the marital deduction and/or charitable deduction; provided, however, that if and to the extent that the Grantor's residuary estate is insufficient to pay such

Estate Taxes, such excess Estate Taxes shall be paid from and shall reduce the marital bequest described in Item IV. Except as otherwise provided herein and in the Grantor's Will to the contrary, such tax payments shall be made without apportionment and shall not be charged against any recipient, transferee, owner, or other beneficiary, and shall not be prorated among any of the transfers made under this trust or under the Grantor's Will, or against property passing outside of this trust or outside of the Grantor's Will. The Trustee may make such payments directly or may pay over the amounts thereof to the Personal Representative of the Grantor's estate. Written statements by the Personal Representative of such sums due and payable by the Grantor's estate shall be sufficient evidence of their amount and propriety for the protection of the Trustee, and the Trustee shall be under no duty to see to the application of any such payments.

ITEM XXIII.

ACQUIESCENCE

(1) Except as expressly provided in paragraph (2) of this Item to the contrary, each and every benefit conferred by this agreement is made on the condition precedent that each beneficiary hereof acquiesce in all of the provisions of this agreement. If any beneficiary of any bequest created in this agreement, whether outright or in trust, contests the validity of this agreement, or any provision of this agreement, if any beneficiary contests any valuation placed upon any asset of the trust by the Trustee, or if any beneficiary institutes any proceedings to contest the validity of this agreement or any provision of this agreement or to prevent any provision of this agreement from being carried out in accordance with its terms (whether or not in good faith and with probable cause), and/or if such beneficiary conspires with or assists any person who does any of the foregoing, then all benefits provided for such beneficiary in this agreement shall be revoked and

annulled, and such benefits which such beneficiary would have received if he or she had not made any such contest or brought such proceedings shall be distributed as if such beneficiary predeceased POLLY and the Grantor. The Trustee is hereby authorized to defend, at the expense of the trust, any violation of this paragraph. The Grantor has excluded MARSHALL from receiving any assets under the trust after careful deliberation and reflection.

(2) The provisions of paragraph (1) of this Item shall not apply to the Grantor's wife, POLLY, or to any bequest created for the Grantor's wife in this agreement, whether outright or in trust. Nor shall the provisions of paragraph (1) of this Item apply so as to cause a forfeiture of any distribution otherwise qualifying for any Federal estate tax charitable deduction.

ITEM XXIV.

COPY OF AGREEMENT

To the same effect as if it were the original, anyone may rely upon a photostatic copy or a copy certified by a notary public to be a counterpart of this instrument.

IN WITNESS WHEREOF, JAMES M. SHOEMAKER, JR., as the Grantor, has hereunto set his hand and seal, and JAMES M. SHOEMAKER, JR., as the Trustee, in token of his acceptance of the trust(s) created hereby, has hereunto set his hand and seal the day and year first above written.

Witnesses as to Grantor:

GRANTOR:

Amos Alan Norman
Witness

JAMES M. SHOEMAKER, JR. (SEAL)
JAMES M. SHOEMAKER, JR.

Carl H. Miller
Witness

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared the undersigned witness and made oath that ~~(s)he~~ saw JAMES M. SHOEMAKER, JR., as Grantor, sign, seal and as his act and deed deliver the within instrument and that ~~(s)he~~, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this
24 day of June, 2018

Carl F. Muller

Amos Alan Workman (SEAL)

Notary Public for South Carolina
My Commission Expires: 11-25-18

Witnesses as to Trustee:

Amos Alan Workman

Witness

TRUSTEE:

J. M. Shoemaker, Jr. (SEAL)
JAMES M. SHOEMAKER, JR.

Carl F. Muller

Witness

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared the undersigned witness and made oath that ~~(s)he~~ saw JAMES M. SHOEMAKER, JR., as Trustee, sign, seal and as his act and deed accept delivery of the within instrument and that ~~(s)he~~, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this
24 day of June, 2018

Carl F. Muller

Amos Alan Workman (SEAL)

Notary Public for South Carolina
My Commission Expires: 11-25-18

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

I, JAMES M. SHOEMAKER, JR., a resident and domiciliary of the State and County aforesaid, do hereby make, publish and declare this to be my Last Will and Testament, hereby revoking all Wills and Codicils at any time heretofore made by me.

I am married to MARY S. SHOEMAKER ("POLLY"). I have three children, and their names are JAMES MARSHALL SHOEMAKER III ("MARSHALL"), EDWARD SLOAN SHOEMAKER ("SLOAN") and JONATHAN EVANS SHOEMAKER ("JONATHAN"). After careful and thoughtful deliberation, I am not making any provision in this Will for MARSHALL, and he is expressly excluded from all provisions of this Will.

ITEM I.

Unless otherwise expressly provided in this Will to the contrary, I direct that all my just debts, secured and unsecured, be paid as soon as practicable after my death; however, I direct that my Personal Representative may cause any debt to be carried, renewed and refinanced from time to time upon such terms and with such securities for its repayment as my Personal Representative may deem advisable taking into consideration the best interests of the beneficiaries hereunder.

ITEM II.

Except as provided in THE JAMES M. SHOEMAKER, JR. REVOCABLE TRUST under that certain agreement dated June 5, 2015, as restated December 23, 2016, as amended February 5, 2018, and as restated June 24, 2018, and all subsequent amendments and restatements thereto, to the contrary, I direct that all estate, inheritance, succession, transfer, death or similar taxes assessed or

imposed with respect to my estate herein disposed of ("Estate Taxes"), or any part thereof, or on any bequest or devise contained in this Will (which term wherever used herein shall include any Codicils hereto), or on any insurance upon my life or on any property held jointly by me with another or on any transfer made by me during my lifetime or on any other property or interests in property included in my estate for such tax purposes be paid from my residuary estate and shall not be charged to or against any recipient, beneficiary, transferee or owner of any such property or interests in property included in my estate for such tax purposes.

ITEM III.

(1) I bequeath my 2015 Yukon vehicle, if owned by me at my death, to my son, SLOAN, if he survives me.

(2) I bequeath all my personal and household effects, including, but not limited to, furniture, appliances, furnishings, objects of art, silver, silverware, china, crystal, books, photographs, jewelry and clothing, not otherwise distributed in accordance with paragraphs (1) and (4) of this Item, to my wife, POLLY, if she survives me, and if not, then in approximately equal shares to those among SLOAN and JONATHAN who survive me, as they may agree upon and specify. If SLOAN and JONATHAN cannot agree to a division of said personal property within six months of my death, my Personal Representative, in my Personal Representative's sole and absolute discretion, shall distribute such property, and the proceeds of any of it my Personal Representative may desire to sell, to said children in as nearly equal portions as may be practicable, but such distribution by my Personal Representative shall not be subject to question as to whether said children receive shares of equal value.

(3) The property bequeathed under this Item shall be subject to all outstanding indebtedness thereon at my death. All insurance in effect at my death (including the proceeds of any claim arising prior to, upon or after my death) with respect to each such bequest shall be considered a part of such bequest.

(4) On a separate memorandum or letter which I shall either attach to this Will or keep with my personal papers, I have noted or may subsequently note my direction that certain individuals receive certain described items of my personal property. I hereby direct that the items described in said memorandum or letter be distributed as designated in said memorandum or letter.

ITEM IV.

(1) I give, devise, bequeath and convey all the rest, residue and remainder of my property of every kind and description, including lapsed legacies and devises, wherever situated and whether acquired before or after the execution of this Will, if any, to the Trustee of THE JAMES M. SHOEMAKER, JR. REVOCABLE TRUST under that certain agreement dated June 5, 2015, as restated December 23, 2016, as amended February 5, 2018, and as restated June 24, 2018, including all subsequent amendments and restatements thereto, to be added to the principal of said trust and to be held, administered and distributed in accordance with the terms of said trust.

(2) If for any reason the trust described in paragraph (1) of this Item shall not be in existence at the time of my death, or if for any reason a court of competent jurisdiction shall declare this testamentary transfer to the Trustee of said trust to be invalid, then I direct that the rest, residue and remainder of my estate shall be held, managed, invested and reinvested in exactly the same manner described in said trust, giving, if the court shall allow, effect to all then existing amendments of said trust, and managed by the same Trustee or the successor or successors therein named and

defined; thus, for those purposes I do hereby incorporate that same instrument of said trust, by reference, into this Will. If the court shall not allow that trust to be incorporated into this Will with its amendments, it shall be incorporated in its original form without regard to said amendments, if any such amendments have been made.

ITEM V.

If any beneficiary hereunder and I should die simultaneously or under such circumstances that it cannot be determined who survived the other, then it shall be conclusively presumed for purposes of this Will that said beneficiary predeceased me.

ITEM VI.

(1) I appoint LESLEY R. MOORE as Personal Representative of this Will. No Personal Representative named or described herein shall be required to post a bond. I also name the above-referenced individual as successor custodian or owner of any custodial accounts for minors or 529 plans of which I may be custodian or owner at the time of my death.

(2) If for any reason LESLEY R. MOORE is unable or unwilling to serve as Personal Representative of this Will, a successor Personal Representative shall be selected in the manner described below. The persons at the time comprising the governing committee of the Professional Corporation now bearing the name FREEMAN AND MOORE, PC shall, by majority vote taken at a duly held meeting, designate one or more individuals or entities to become the successor Personal Representative or Co-Personal Representatives. If for any reason the law firm of FREEMAN AND MOORE, PC is unable or unwilling to appoint a successor Personal Representative, MARTHA LOUISE RAMAGE LEWIS shall have the power to appoint one or

more individuals, including herself, or entities to serve as successor Personal Representative or Co-Personal Representative.

In the event any such successor Personal Representative falls or ceases to serve in the capacity designated, a successor Personal Representative shall be appointed in the same manner.

Evidence of the appointment and qualification of any successor Personal Representative shall be conclusively presumed from a copy of the pertinent resolution of such Professional Corporation or a writing signed by MARTHA LOUISE RAMAGE LEWIS, as the case may be. The appointment shall be effective immediately thereupon.

I recognize that any Personal Representative may from time to time find it necessary or advisable to employ attorneys in connection with legal matters. I specifically authorize my Personal Representatives herein named and any successor Personal Representative to hire the law firm by which such Personal Representative is or are employed to perform legal services for my estate and to pay such law firm reasonable fees for the legal services performed.

(3) All Personal Representatives herein named and all successor Personal Representatives may resign without the order of any officer or court and without the consent of any beneficiary hereunder upon giving all Interested Parties thirty days advance written notice of such Personal Representative's intention to resign from such fiduciary position.

(4) In lieu of any compensation that may be provided by statute or otherwise by state law, unless waived, all persons who may serve as an Personal Representative of my estate shall be entitled to receive reasonable compensation from my estate for all services provided to my estate, taking into consideration the value and nature of the assets of my estate, the nature of the services rendered and the time and responsibilities involved in performing such services.

(5) All successor Personal Representatives shall have all the powers, authorities and duties granted herein as if originally named Personal Representative, and no successor Personal Representative shall be required to inquire into or audit the acts or actions of the predecessor Personal Representative or to make any claim against such predecessor Personal Representative.

ITEM VII.

The following powers are hereby conferred upon each Personal Representative named in this Will (all or any of which are hereinafter referred to as "fiduciary") and are in addition to the powers conferred by law upon fiduciaries or elsewhere set forth in this Will, and each said fiduciary, its successors or successors and substitutes, is specifically authorized with respect to any and all property at any time held under any provisions of this Will:

(1) To sell, barter or trade upon such terms and conditions as it in its sole discretion may determine, including, but not limited to, the power to sell, barter or trade at public or private sale with or without advertisement for cash or on credit.

(2) To invest and reinvest in, and to acquire by exchange or otherwise, property of any character, including stocks of any classification, obligations or other property, real or personal, whether or not of the same kind, and participation in any common trust fund (including any common trust fund maintained by a fiduciary), without regard to diversification and without being limited to the investments authorized by law for the investment of trust funds.

(3) To retain property of any kind received by it, without regard to diversification and without being limited to the investments authorized by law for the investment of trust funds and without liability for diminution in value of any property so retained.

(4) To form a corporation, limited liability company, partnership or other entity using all or any part of the assets of the trust estate and to hold the stock, partnership or other interests of such entity as an asset of the trust estate.

(5) To exercise each and every option and privilege under any policy of insurance owned or payable to a fiduciary, my estate or any trust hereunder.

(6) To join in, consent to or become a party to any reorganization, merger, consolidation, dissolution, readjustment, exchange or other transaction and any plan or action thereunder or in connection therewith; to deposit any such property with any protective, reorganization or similar committee; to delegate discretionary powers thereto and to share in payment of its expenses and compensation and to pay any assessments levied with respect to such property and to receive property under any reorganization, merger, consolidation, dissolution, readjustment, exchange or other transaction whether or not the same be authorized by law for the investment of trust funds.

(7) To enter into limited partnership/limited liability company agreements or any other agreements.

(8) To exercise all conversion, subscription, voting and other rights of whatsoever nature pertaining to any such property and to grant proxies, discretionary or otherwise, with respect thereto.

(9) To make and retain joint investments of undivided interests in any property, real or personal, whether or not all the property be held hereunder and whether the provisions under which such other property is held are similar.

(10) With respect to any real property (including real property acquired on foreclosure or by deed in lieu thereof) at any time held hereunder, to sell, exchange, partition, lease, sublease,

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mortgage, improve or otherwise alter the same upon such terms as it may deem proper and to execute and deliver deeds, leases, mortgages or other instruments relating thereto. Any lease may be made for such period of time as the fiduciary may deem proper and without the approval of any court and may extend beyond the term of this Will.

(11) To extend the time of payment of any obligation and/or security or financial instrument held by it, or of any installment of principal or interest or to hold such obligation and/or security after maturity is past due; to consent to the alteration or modification of any terms thereof and/or waive defaults in the performance of the terms thereof; to foreclose any such mortgage or security or compromise or settle claims thereunder; to take over, take title to or manage the property, or any part thereof affected by any such mortgage or security agreement, either temporarily or permanently, and in partial or complete satisfaction of any claim thereunder; to protect such property against or redeem it from foreclosure or nonpayment of taxes, assessments or other liens; to insure, protect, maintain and repair such property; and generally, without limitation by the foregoing specifications, to exercise with respect to such obligation and/or security or such property all rights and powers as may be exercised by a person owning similar property in his/her/its own right.

(12) To borrow money from any person or corporation (including any fiduciary hereunder) for any purpose without resorting to the sale of any assets; and, for the purpose of securing the payment thereof, to pledge, mortgage or otherwise encumber any and all property upon such terms, covenants and conditions as it may deem proper; and also to extend the time of payment of any loans or encumbrances which at any time may be encumbrances on any such property irrespective of by whom the same were made or by whom the obligation may or should ultimately be borne, upon such terms, covenants and conditions as the fiduciary may deem proper.

(13) To exercise any and all the powers, authorities and discretions provided herein in respect to any shares of stock of the fiduciary and any successor corporation whether by merger, consolidation, reorganization, sale or otherwise.

(14) To register any property in the name of its nominee, or to hold the same unregistered, or in such form that title shall pass by delivery.

(15) To distribute in cash or in kind or partly in cash and partly in kind.

(16) To abandon, settle, compromise, extend, renew, modify, release, adjust, or submit to arbitration in whole or in part and without the order or decree of any court any and all claims whether such claims would increase or decrease the assets held hereunder.

(17) To decide with absolute discretion how commissions, attorneys' fees and other administration expenses shall be taken as tax deductions and to charge part or all of said expenses to principal and/or income, and the determination in this respect shall be final and conclusive upon all persons interested hereunder whether or not the amount of their respective interest or shares are thereby affected; provided, however, that adjustments between principal and income may, in the exercise of the fiduciary's absolute discretion, be made if deemed advisable and provided, further that said expenses may be charged against income only to the extent that they do not create a material limitation on any my wife's or charity's right to the income of any bequest intended to qualify for the marital or charitable deduction.

(18) To determine whether or not to amortize the premium on any investment, or to allocate to income all or any part of any discount on any investment and the decision with respect thereto shall be conclusive upon all parties interested hereunder.

(19) To consider, insofar as permitted by law, all extraordinary dividends, whether in cash or in stock, and all realized appreciation in the value of stocks, bonds, securities or other property,

resulting from the sale or other disposition thereof, principal and not income, but ordinary stock dividends paid regularly by a corporation in lieu of or in addition to regular cash dividends shall be considered income and not principal; provided, however, that the determination by the fiduciary as to whether any dividends shall be apportioned or allocated in whole or in part to principal or income shall, insofar as permitted by law, be conclusive and binding upon all persons now or hereafter interested in the trust estates.

(20) To keep adequate books and records of receipts, disbursements and transactions in accordance with generally accepted accounting procedures and to set up or not set up reserves for depreciation and/or obsolescence and to allocate such depreciation and/or obsolescence against income and/or corpus as the fiduciary in his/her/its sole discretion shall deem advisable. Such books and records shall be opened to any beneficiary for inspection at reasonable times and intervals.

(21) To invest, so far as permitted by law, all or such portions of the trust assets as the fiduciary deems advisable in bonds of foreign governments or political subdivisions and in stocks, bonds or other securities of foreign corporations and in real estate located in foreign countries.

(22) If the administration of my estate is required in any jurisdiction in which the fiduciary, for any reason, cannot serve, the fiduciary shall be authorized to appoint a fiduciary to serve in such jurisdiction.

(23) To file such returns as may be required under the tax laws of the United States, any state, any political subdivision of any state or any foreign country; to make any election (including specifically the filing of joint income tax returns) permitted by any tax law, if, in the fiduciary's opinion, such election is in the best interest of my estate or of any trust created herein; to make any disclaimer permitted by any tax law, if, in the fiduciary's opinion, such disclaimer is in the best

interest of my estate or of any trust created herein; to agree to such apportionment of taxes and application of estimate tax payments, refunds and credits as the fiduciary deems equitable under all the circumstances; and to consent for federal and state gift tax purposes to gifts made by my wife as having been made one-half by me and one-half by my wife.

(24) To determine whether items should be charged or credited to income or principal or allocated between income and principal in such manner as the Personal Representative, in the Personal Representative's discretion, may deem equitable and fair under all the circumstances.

(25) The Personal Representative shall have the power to access, handle, distribute and dispose of my Digital Assets and Digital Accounts. The term "Digital Assets" means, but is not limited to, files, including but not limited to, e-mails, documents, images, audio, video and similar digital files which currently exists or may exist as technology develops or such comparable items as technology develops, stored on digital devices, including, but not limited to, desktops, laptops, tablets, peripherals, storage devices, mobile telephones, smartphones, gps and any similar digital device which currently exists or may exist as technology develops or such comparable items as technology develops, regardless of the ownership of the physical device upon which the Digital Asset is stored. The term "Digital Accounts" means, but is not limited to, e-mail accounts, software licenses, social network accounts, social media accounts, file sharing accounts, financial management accounts, domain registration accounts, domain name service accounts, web hosting accounts, tax preparation service accounts, online stores, affiliate programs, other online accounts which currently exist or may exist as technology develops or such comparable items as technology develops. I authorize the Personal Representative to engage individuals or entities to assist in accessing, handling, distributing and disposing of my Digital Assets and Digital Accounts.

(26) In any judicial proceeding involving my estate and in any non-judicial settlement of the account of a Personal Representative hereunder, the interest of a person under disability may be represented by a party to such proceeding or settlement who is not under disability and who has the same interest.

(27) I authorize, but do not direct, the Personal Representative to divide any trust established by this agreement, at any time, into two or more separate trusts so that the federal generation-skipping transfer tax inclusion ratio as defined in I.R.C. Section 2642(a) for each trust shall be either zero or one. All such separate trusts shall have the identical provisions as the original trust from which they shall have been divided; provided, however, that the Personal Representative, in making discretionary distributions from such trusts, shall be authorized to make such discretionary distributions in such manner as the Personal Representative shall deem advisable and shall not be required to make such distributions pro rata or equally from such trusts.

(28) To employ any attorney, accountant or other professional to provide services to any such trust and to pay reasonable fees for all services provided according to such firm's customary fees for such services, taking into consideration the value and nature of the assets of such trust, the nature of the services rendered and the time and responsibilities involved in performing such services.

ITEM VIII.

(1) Unless otherwise provided herein, the term "Personal Representative" shall include all persons and/or institutions, whether singular or plural, masculine or feminine, then acting as Co-Personal Representatives or as sole Personal Representative.

(2) Unless otherwise expressly provided herein to the contrary, all references to an "Item" or to "Items" shall refer to Item(s) of this Will.

(3) All references to "Interested Parties" shall refer to the following applicable individuals and/or entities: to all then serving Personal Representatives of my estate; to the successor or co-fiduciary being appointed in the instrument in question; to the fiduciary being replaced; and to all persons then entitled to receive income from my estate, or to the guardian(s) of such persons.

ITEM IX.

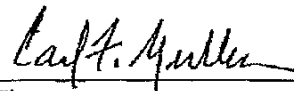
Except as specifically provided below, I hereby revoke and annul the benefit, bequest or devise of a legatee or beneficiary who shall oppose its probate or contest its validity. If any legatee, beneficiary or the guardian or legal representative thereof contests this Will's validity on behalf of a legatee or beneficiary, the benefit, bequest or devise to such legatee or beneficiary shall be revoked and annulled, and the benefit, bequest or devise which such beneficiary would have received if he or she had made no such contest or brought no such proceedings shall go to the other beneficiaries of this Will (other than such beneficiary) in the same proportion as the other property received under this Will. The provisions hereinabove shall not apply with respect to POLLY and any assets that qualify for the marital deduction.

I, JAMES M. SHOEMAKER, JR., the Testator, sign my name to this instrument this 24th day of June, 2018, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my Last Will and Testament and that I sign it willingly (or willingly direct another to sign for me), that I execute it as my free and voluntary act for the purposes therein expressed, and that I am eighteen years of age or older, of sound mind, and under no constraint or undue influence.


JAMES M. SHOEMAKER, JR., Testator

We, Amos Alan Workman and Carl F. Muller, the witnesses, sign our names to this instrument, and at least one of us, being first duly sworn, does hereby declare, generally and to the undersigned authority that the Testator signs and executes this instrument as his Last Will and Testament and that he signs it willingly (or willingly directs another to sign for him), and that each of us, in the presence and hearing of the Testator, hereby signs this Will as witness to the Testator's signing, and that to the best of our knowledge the Testator is eighteen years of age or older, of sound mind, and under no constraint or undue influence.

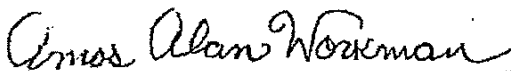

Witness


Witness

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

ACKNOWLEDGMENT

Subscribed, sworn to, and acknowledged before me by JAMES M. SHOEMAKER, JR., the Testator, and subscribed and sworn to before me by Amos Alan Workman and Carl F. Muller, witnesses, this 24 day of June, 2018.

 (SEAL)
Notary Public for South Carolina

My Commission Expires: 11-25-18

Transcript of the Testimony of
JAMES MARSHALL SHOEMAKER, III

July 24, 2020

In the Matter of:
SHOEMAKER v. SHOEMAKER, et al

IRVETA J. SHOUSE/IJS
Court and Deposition Reporter
119 Jones Avenue
Greenville, SC 29601
Phone: 864-303-1723
E-mail: IrvetaJ@aol.com

STATE OF SOUTH CAROLINA)
: IN THE PROBATE COURT
COUNTY OF GREENVILLE)

James Marshall Shoemaker, III,)
:
Petitioner,)
:
-vs-) Case No: 2018-ES-23-01729
:
Mary Hunter Sloan Shoemaker,)
Edward Sloan Shoemaker,)
Jonathan Evans Shoemaker,)
Debora Wine, Lesley Moore, and)
John and Jane Doe,)
:
Respondents.)

DEPOSITION OF JAMES MARSHALL SHOEMAKER, III

PURSUANT to Notice and/or agreement between the parties, the deposition of James Marshall Shoemaker, III, called by the Respondents, was taken commencing at the hour of 10:10 a.m. on Friday, July 24, 2020, in the offices of Brown, Massey, Evans, McLeod & Haynsworth, LLC, Attorneys at Law, 106 Williams Street, Greenville, South Carolina.

IRVETA J. SHOUSE, Reporter

JAMES MARSHALL SHOEMAKER, III
July 24, 2020

Page 2 APPEARANCES: BLINCOW GRIFFIN LAW 126 Meeting Street Charleston, SC 29401 BY John K. Blincow, Jr., Esquire On behalf of the Petitioner BROWN, MASSEY, EVANS, McLEOD & HAYNSWORTH, LLC 106 Williams Street Post Office Box 2464 Greenville, SC 29602 BY Knox L. Haynsworth, III, Esquire On behalf of the Respondents Also Present: Leslie R. Moore Edward Sloan Shoemaker (By telephone) Jonathan Evans Shoemaker (By telephone) STIPULATIONS: This deposition is taken pursuant to the South Carolina Probate Court Rules of Civil Procedure; reading and signing of the deposition by the witness are expressly reserved. EXHIBITS: See Index, Page 3.	Page 4 1 JAMES MARSHALL SHOEMAKER, III, having first been 2 duly sworn to tell the truth, testified on his oath as follows: 3 EXAMINATION 4 By Mr. Haynsworth: 5 Q. Marshall, have you ever had your deposition taken 6 before? 7 A. No. 8 Q. All right. Well, let me give you some legal ground 9 rules and some practical ground rules. Our Rules of Civil 10 Procedure in South Carolina provide that, if you have any 11 questions about my questions, if you don't understand my 12 question, you don't get to ask your lawyer, you've got to ask 13 me. And I want you to understand my question so your answer 14 will be responsive. So if I ask a goofy question —and I may 15 well— or if you don't understand it or it seems confusing at 16 all, please stop me, tell me you don't understand my question, 17 and I'll try to ask you a better question. 18 Irveta Shouse, the lady seated to your right, is our 19 court reporter. She is preparing a transcript of everything we 20 say in here today that's on the record. It's very difficult 21 for her to pick up uh-huhs and huh-uhs and head nods. 22 Q. She's doing a written transcript? 23 Q. She knows how to take shorthand. 24 A. Okay. 25 Q. So all those little chicken-scratch lines, believe																																													
Page 3 INDEX OF EXHIBITS <table><tr><th>Respondents' No.</th><th>Description</th><th>Entered at Page</th></tr><tr><td>1</td><td>Petition for Formal Hearing filed by the Petitioner, with exhibits</td><td></td></tr><tr><td>2</td><td>Amended Petition</td><td></td></tr><tr><td>3</td><td>Petitioner's Answers to Respondents' First Set of Interrogatories</td><td></td></tr><tr><td>3a</td><td>Petitioner's Production of Documents</td><td></td></tr><tr><td>4</td><td>E-mail from Marshall to Sloan May 7, 2018</td><td></td></tr><tr><td>5</td><td>E-mails between Marshall and Sloan dated April 26, 2018, Re: Do Not Come</td><td></td></tr><tr><td>6</td><td>E-mail from Jim Shoemaker to Marshall Shoemaker dated July 03, 2018, "In light of our years of discord..."</td><td></td></tr><tr><td>7</td><td>Will of Mary Hunter Sloan Shoemaker dated June 24, 2018</td><td></td></tr><tr><td>8</td><td>Memorandum Regarding Personal Property signed by Marh S. Shoemaker, July 8, 2018</td><td></td></tr><tr><td>9</td><td>First Codicil to the Last Will and Testament of James M. Shoemaker, Jr. dated July 20, 1994</td><td></td></tr><tr><td>10</td><td>First Codicil to the Last Will and Testament of Mary S. Shoemaker dated May 10, 1996</td><td></td></tr><tr><td>11</td><td>Transcript of Probate Hearing held October 21, 2019</td><td></td></tr><tr><td>12</td><td>Affidavit of Martha Louise Ramage Lewis</td><td>141</td></tr><tr><td>13</td><td>E-mail from James M. Shoemaker, Jr. to Marshall Shoemaker dated June 17, 2014</td><td>156</td></tr></table> EXHIBITS 1-11 MARKED PRIOR TO THE BEGINNING OF DEPOSITION	Respondents' No.	Description	Entered at Page	1	Petition for Formal Hearing filed by the Petitioner, with exhibits		2	Amended Petition		3	Petitioner's Answers to Respondents' First Set of Interrogatories		3a	Petitioner's Production of Documents		4	E-mail from Marshall to Sloan May 7, 2018		5	E-mails between Marshall and Sloan dated April 26, 2018, Re: Do Not Come		6	E-mail from Jim Shoemaker to Marshall Shoemaker dated July 03, 2018, "In light of our years of discord..."		7	Will of Mary Hunter Sloan Shoemaker dated June 24, 2018		8	Memorandum Regarding Personal Property signed by Marh S. Shoemaker, July 8, 2018		9	First Codicil to the Last Will and Testament of James M. Shoemaker, Jr. dated July 20, 1994		10	First Codicil to the Last Will and Testament of Mary S. Shoemaker dated May 10, 1996		11	Transcript of Probate Hearing held October 21, 2019		12	Affidavit of Martha Louise Ramage Lewis	141	13	E-mail from James M. Shoemaker, Jr. to Marshall Shoemaker dated June 17, 2014	156	Page 5 1 It or not, she can read into real words. A lost art these 2 days. But, yes, she will prepare a transcript, just like the 3 transcript we had of the hearing we had in Probate Court, where 4 it has everything that's been said. That's what will result 5 from this deposition today, is a typed transcript of your 6 testimony, our questions, our objections, and any of the 7 exhibits to your deposition. 8 A. Is this being recorded? 9 Q. Yes. 10 A. How is it being recorded? 11 REPORTER: (Indicating tape recorder) 12 Digitally. That's for my transcription purposes. 13 THE WITNESS: Okay. 14 Q. So, to the extent you can, try to give a verbal 15 response. If I say something like, "Was that a yes?" "Was 16 that a no?", I'm not trying to be rude, it's just that I didn't 17 understand what your verbal response was. 18 Like we said before we got started, if you need to 19 take a break, you know, if I'm rambling on, and I go more than 20 an hour and you need to go to the bathroom, tell me to stop, 21 you need a break, and I'll stop. I will tell you, during 22 breaks you are still under oath. You and your lawyer can 23 certainly talk about sport, the weather, anything you wanna 24 talk about other than your testimony here today. And if you do 25 talk about that, I have the right to ask you about your
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SHOEMAKER v. SHOEMAKER, et al

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JAMES MARSHALL SHOEMAKER, III
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Page 6 1 conversations with your lawyer, which typically someone cannot 2 do. So it's an easy rule to follow, just don't talk with John, 3 during a break, about the case and what we've been talking 4 about in here. 5 With me so far? 6 A. Correct. Yes. 7 Q. Okay. Let me get — I obviously know where you 8 went to high school and I know you went to Princeton, but I 9 don't know exactly your educational background. So you 10 graduate CCES in what year? 11 A. '78. 12 Q. All right. 13 THE WITNESS: (To Mr. Blincow) So what about 14 the objection about the discovery process? 15 MR. BLINCOW: Marshall just wanted me to put 16 on the record that he's sitting for his deposition but 17 prior to seeing all the medical records which may 18 exist. 19 MR. HAYNSWORTH: Okay. 20 MR. BLINCOW: And pharmacy records and so 21 forth. 22 A. And e-mails from my brother and my father and 23 between each other. 24 Q. Okay. Well, as you know, Marshall, since you've 25 been representing yourself for most of the lawsuit, there's a	Page 8 1 A. History. Latin American Studies. 2 Q. Any postgraduate work? 3 A. Yes. 4 Q. What was that? 5 A. I spent a year at the Pacific School of Religion 6 studying theology. That got me a Certificate of Theological 7 Studies. I spent two years at University of California-Davis, 8 in which I earned an MBA. I also spent a year at Georgia Tech 9 in quantitative finance, a year out of the two-year-degree 10 program. 11 Q. All right. What did you do after you finished your 12 one year of the two-year degree? 13 A. What, at Georgia Tech? 14 Q. Yeah. What was that — 15 A. Well, that was about eight years ago. So I've had a 16 career in high tech since college. 17 Q. Okay. Okay. So the Georgia Tech was after you had 18 finished your education for a period of time and gotten out in 19 the working world. 20 A. Correct. 21 Q. And your current business is Flocking Behaviors? Is 22 that correct? 23 A. That's a Georgia LLC that I sometimes use for 24 billing clients for my software development project management 25 business. I'm current employed by a staffing firm and I'm
Page 7 1 mechanism. If you think you've not been given relevant 2 information or documents, you can file a motion with the court 3 to compel the documents you feel like you're entitled to that I 4 haven't given you. Now that you have John involved, obviously 5 he is very familiar with that process. So I understand you 6 feel like you've not gotten some stuff you want. Your lawyer 7 and I, and/or the court, will work through all that. 8 Oh, let me ask you. As you sit here today, are you 9 under the influence of any medications that would affect your 10 ability to answer my questions? 11 A. No. 12 Q. Okay. So you graduate in '78. Start college the 13 next year? 14 A. '79. 15 Q. All right. Princeton? 16 A. Princeton. 17 Q. When did you graduate Princeton? 18 A. Oh, I finished my coursework in '83; I finished my 19 thesis in '85, so that's when I graduated. 20 Q. Were there any breaks during your time at Princeton 21 or were you — 22 A. I took a year off to study in Detroit — I mean, 23 excuse me, to be a community organizer in Detroit. 24 Q. All right. So graduate Princeton, ultimately, with 25 a degree in what?	Page 9 1 working for Norfolk Southern 2 Q. And when you say you're employed by a staffing firm, 3 you mean a staffing firm is using you as a consultant to do 4 something for that staffing firm? 5 A. No. 6 Q. Okay, when you say you're employed by a staffing 7 firm, what do you mean? 8 A. The majority of people who work in large 9 corporations in IT departments work through staffing firms. 10 And because they're on contract, they're not employees of the 11 enterprise. I work for Norfolk Southern; however, I'm paid on 12 a W-2 through the staffing from who takes a margin on the 13 hourly rate that Norfolk Southern pays the staffing firm. 14 Q. Gotcha. All right. And how long have you had the 15 Norfolk Southern assignment? 16 A. November of last year. 17 Q. All right. And I apologize, but when I was going 18 through my preliminary spiel about making sure you understood 19 my questions and that sort of thing, I forgot to give you some 20 of the practical stuff. And this is a flaw of Knox, all right? 21 I'm a touch ADD. So I tend to bounce around, topically and 22 chronologically. It's not a lawyer trick, just a confused 23 brain. And because I do that, often times it confuses people. 24 So, again, if I lose you and I'm talking about some document 25 and you don't understand, please stop me. Because I can

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Page 10 1 assure you, I will ask confusing questions. And I also wanna 2 apologize ahead of time...I try to take notes as to what your 3 answers are and I try to remember it. But at times I might ask 4 you a question that I've already asked you earlier, I simply 5 forgot that I asked. I'll try not to replot old ground, that's 6 waste of everyone's time and money. But that may happen, so 7 I'm gonna apologize to you ahead of time. 8 Let me get you to take a look, in the first 9 instance, at Exhibit 3. I'll represent to you I believe that 10 to be the Interrogatory answers you served on me. But you look 11 at them and satisfy yourself that that's what they are. 12 A. (Reviewing Exhibit 3) These were my answers to your 13 questions; correct? 14 Q. Yes. That is what I believe them to be. I wanted 15 to make sure from you that that's what they were. 16 A. This looks to be what I produced. 17 Q. Okay. Let me go through some of them with you. 18 Take a look on Page 2 at Interrogatory No. 4, which asks for 19 you to list the name and address of any expert witness who you 20 propose to use as a witness in this case. And as of the time 21 you served me with these Interrogatory answers on September 5th 22 of 2019, your answer was, "No expert witnesses have been 23 determined as of today." Is that still the answer to that 24 Interrogatory today, July 24th of 2020? 25 A. Yes.	Page 12 1 don't answer my question. 2 A. No, it's a hostile accusation. 3 Q. Marshall. 4 A. Knox. 5 Q. You're gonna answer my questions today. I'm not 6 trying to be hostile. I'm trying to explain to you the rules 7 that — 8 A. No, you were disrespectful and unprofessional in 9 what you said about flaunting. And I know in depositions 10 there's rules against harassment and obstruction. And, if 11 necessary, we can get a Special Master to make this thing more 12 amenable. 13 Q. No, I'm not — 14 MR. BLINCOW: We're not gonna need to do that. 15 Just listen — if you know the answer, you answer it. 16 That's all. 17 Q. So, as I was saying, Marshall, the last two times 18 we've had to have court hearings, the court has...what is the 19 phrase?...appeared to me to be frustrated with your 20 participation in accordance with the Rules of Civil Procedure. 21 And so the reason I bring that up is, if you don't answer my 22 questions — now, if John tells you not to answer, that's fine, 23 John and I and the court will work that out — but if you're 24 gonna independently decide not to answer my questions, I just 25 want to let you know that I'm going to adjourn our deposition
Page 11 1 Q. Okay. Have you talked to any — other than your 2 lawyer, have you talked to anybody about any of the medical 3 records that you have been provided with in this lawsuit? 4 A. No. Well, I've talked to many lawyers, friends and 5 potential counsels, but I have not — yes, that's the answer. 6 Q. So no physician has looked at those records and 7 given you any opinions one way or another about them or about 8 whether they support or don't support your claims in this 9 lawsuit. 10 A. Not me, no. 11 Q. Not you, no. Okay. Have they talked to somebody 12 else? 13 A. I don't know why you're asking me that question. 14 Q. Well, one of the great advantages now, Marshall, 15 that you have a lawyer is, John can explain to you the rules 16 that we're playing by here today. And those rules are 17 essentially that, any question I ask you that is relevant to 18 your claims, or might lead to the discovery of relevant 19 evidence about your claims, is fair game for me to ask. We 20 have gone to court twice now over what I perceive to be your 21 flaunting of the Rules of Civil Procedure. 22 A. You know what? 23 MR. BLINCOW: Stop. Everyone take — 24 A. Is that a question? 25 Q. It's an explanation as to what's gonna happen if you	Page 13 1 and I'm gonna file a motion with the court and try and get you 2 sanctioned. We can get through it, you can answer my 3 questions, or we can get in arguments over whether the 4 questions are hostile or answers are hostile. I think the 5 former is a much smoother way to go through it. You know, I've 6 got nowhere to go today. I've got all day, into the night, and 7 I'm being paid to sit here. So it doesn't matter if it takes a 8 long time to me. 9 A. My understanding is the format here is you ask me a 10 question and I answer. What you have been doing is 11 pontificating and misrepresenting reality. But if you have a 12 question for me, I'm glad to answer. So why don't you ask me a 13 question and I'll answer it. 14 Q. Okay, Marshall. I think the question on the table 15 was: Who has talked to a doctor about the medical records — 16 A. I believe that my lawyer has talked to doctors. 17 Q. Okay. You've talked to none. 18 A. Correct. 19 Q. Have you talked to anybody else other than your 20 lawyer about the medical records? Your girlfriend? Your Uncle 21 Ned? Neighbors? Anybody? 22 A. I have talked to friends who are doctors and lawyers 23 about the circumstances of this case in great detail. 24 Q. Okay. What friends who are doctors have you talked 25 to about this case? What are their names?

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Page 14 1 A. I don't even know their names. They're people I 2 know in a social context. 3 Q. How did you communicate with them? 4 A. Verbally. 5 Q. Okay. What is the social context in which you were 6 communicating with them verbally? 7 A. Gatherings in which we both participate. 8 Q. Gatherings where? 9 A. In Atlanta. 10 Q. When? 11 A. On a regular basis. I get together with men and 12 talk about all sorts of things. Social gatherings. 13 Q. Don't need to know anything you talked about other 14 than the doctor friends who you've talked to about this case. 15 A. I do not have their names for you. 16 Q. Okay. Do you know when you talked to them at these 17 social gatherings? 18 A. I've been talking to them since six months before my 19 father died. So starting at the beginning of 2018. 20 Q. Well, let's start there. The beginning of 2018, 21 before your father died, what prompted you to talk to doctor 22 friends at these social settings in Atlanta about your father's 23 medical condition? 24 A. I did not understand the disease of pulmonary 25 fibrosis. I did not understand why he didn't pursue a lung	Page 16 1 All right. Walk me back to the prior time that you 2 talked to your dad. Before you and Julie went and your mom 3 shushed you out and wouldn't let you go in and see him. Before 4 that, when's the last time you talked to him? 5 A. We exchanged — I spoke to him sometime in the 6 spring. Probably in March. I wrote him letters, and he wrote 7 me a letter in the spring. 8 Q. When's the last time you would have talked to your 9 father on the telephone? 10 A. As I just said, in March before he died. 11 Q. I'm sorry, I thought y'all were exchanging letters 12 during that time. 13 A. Also exchanging letters. 14 Q. Okay. So you had phone conversations with your dad 15 in March of '18. 16 A. Yes, I believe that's true. 17 Q. And amongst those conversations, one of the topics 18 was you asking him about his condition, and about lung 19 transplant as an option, and the sort of things that you asked 20 your doctor friends? 21 A. No. I did not ask about the lung transplants. I 22 asked about how he was doing, and he got very upset and talked 23 about it being a fatal disease. And we had a conversation 24 about his looking at his death. 25 Q. Okay. When you had that conversation with him in
Page 15 1 transplant. I did not understand the severity of its impact on 2 his life. I did not understand the prognosis for his life. I 3 was asking questions about that. 4 Q. Did you ever call your dad and ask him those 5 questions? 6 A. I did. 7 Q. And did he tell you? 8 A. He did. 9 Q. Okay. When did you call your dad and ask him about 10 his condition? 11 A. Over the last five years of his life we had many 12 interactions about that. 13 Q. My question's much more limited. When was the last 14 time you called your dad on the telephone and talked to — 15 A. I visited him about a week before he died. 16 REPORTER: Excuse me just a second, Marshall. 17 I'm sorry. If you'll let him finish the question. Because 18 I can't write with both of you talking at the same 19 time. 20 THE WITNESS: Oh, I'm sorry. Okay. 21 Q. When's the last time you talked to your father? 22 A. I don't have the date in front of me. I think it 23 was two weeks before he died. My girlfriend and I visited him. 24 Q. Okay, yeah. And you went into great detail, and 25 we'll cover that.	Page 17 1 March of 2018, did he seem of sound mind, to the extent you 2 could tell? 3 A. He was distraught. And I'm not sure what sound mind 4 means. 5 Q. Do you feel that the time that you talked to him he 6 was under any undue influence from your mother or your 7 brothers? In March of '18 when you were talking to him. 8 A. He was difficult to reach on the phone. Phone calls 9 would not get returned that I left on the message machine at 10 the house. 11 Q. Do you know why — and these are phone calls to 12 your dad? 13 A. Yes. And to my mother. 14 Q. And you would leave these messages for both your 15 mother and father — 16 A. Yes. 17 Q. — and they would not return your calls? 18 A. Yes. 19 Q. Do you know why that might be? 20 A. My mother was not technical. She never worked a 21 computer in her life. I don't know whether she had problems 22 picking them up. I think the help, Debbie Wine, probably 23 picked up messages. I'm not sure if they got the messages. 24 That's why I wrote letters more than I called. Because then I 25 could be sure they got the communication. The last time I

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Page 18 1 wrote my father, I sent a separate letter to my mother and my 2 father. Because the communication channels between my parents 3 and myself and my brothers were very poor in general. 4 Q. Why was that? 5 A. My mother was not of sound mind the last five years 6 of her life. She had dementia. She could not be relied on to 7 be rational of thought or able to recall facts, or even make 8 commitments about whether a fact is true or false. 9 My father went through a lot of mood swings over the 10 years. And sometimes he would get mad about something and 11 react, or he would not communicate, or withdraw. And there 12 tended to be a cycle of positive communication and somebody's 13 upset about something. 14 My brothers over the years kept me out of the loop 15 of family events. Like my mother going to the hospital, my 16 father going into the hospital. I had to communicate with my 17 Uncle Ned in order to find out about a lot of these events. 18 Q. During this period of time you've just relayed to 19 me, did you consider yourself estranged from your parents and 20 your brothers? 21 A. No. I talked to them. I visited them. I saw my 22 parents in December of 2017 when I came up for the Christ 23 Church football reunion. We were all gonna go out to lunch. 24 However, my father fell and crushed a table and didn't feel 25 like he could get up and go to the event. And then my mother	Page 20 1 pressure-cooker, so we moved to Charleston. 2 Q. And you said that someone had suggested that if you 3 could go out to lunch on a routine basis with your father...? 4 A. It would help us to become closer. 5 Q. Were y'all not close prior to the year 2000? 6 A. It's kind of a black and white question, and I don't 7 know how to answer it. 8 Q. Okay. Well, give me some shades of gray if you need 9 to. Were you and your father close? You've told me you moved 10 back to Greenville and wanted to go have — or, excuse me, you 11 moved back to South Carolina and wanted to have lunch with your 12 dad, because someone told you that would be a good thing to 13 help bring y'all closer. Is that generally what you're telling 14 me you — 15 A. I lived in California for sixteen years. I went to 16 California after college. There's a three-thousand-mile 17 distance. It's very expensive to fly a family back to the East 18 Coast on a regular basis. Living on the East Coast would have 19 put me physically closer, and opportunities for more 20 interaction. The same way it put my wife — ex-wife — 21 physically closer and more opportunities for interaction with 22 her parents, actually, who were in Vermont. 23 Living in California is three hours away in time 24 zone and you're basically like living in a different country. 25 And the three hours makes a huge impact on personal
Page 19 1 was upset because she had been sent to get a new table. And so 2 we had a visit at the house. 3 I always — I — I — my children — well, never 4 mind. I'm volunteering information. 5 Q. Well, the drawback to starting to volunteer is that 6 I would have asked what you were gonna volunteer. So you 7 started to say something about your children. What were you 8 gonna say? 9 A. Unlike my brothers, I moved back to South Carolina 10 in 2000 and I frequently took my children to visit my parents. 11 And they visited us in Atlanta. So my children had a much 12 closer relationship with my parents than either of my brothers' 13 children did, and I encouraged and supported that. 14 Q. So you moved back to South Carolina in the year 15 2000, you said? 16 A. Correct. 17 Q. Was that in connection with a job change? Or what 18 brought you back to Greenville? 19 A. The number one motivation is I wanted to be closer 20 to my parents, specifically my father. And someone had 21 suggested to me that what worked for them was to go out to 22 lunch on a weekly basis. So my ex-wife and I decided to move 23 back to the East Coast where her parents lived, up in New York 24 and Middlebury, Vermont. And we thought about moving to 25 Greenville, but it just felt like it was too much of a	Page 21 1 relationships. 2 Q. Okay. So you moved back to Charleston, you and 3 Amelie. Am I pronouncing — 4 A. Correct. 5 Q. — it correctly? Did you have some lunches with 6 your dad, once you — 7 A. Yes. 8 Q. — came up in 2000? 9 A. We frequently went up to Greenville. We went up to 10 Lake Toxaway. For a while, we were having family vacations 11 including Sloan and Jonathan at Litchfield Beach. There were 12 many more opportunities to get together by living on the East 13 Coast. 14 Q. Okay. 15 A. They came to Charleston. 16 Q. All right. Let me get you to look at Interrogatory 17 No. 13, if you would. 18 A. Yeah. 19 Q. In your Petition you listed a John and Jane Doe, and 20 I asked you, essentially, who that was. And you said, "(They) 21 are as yet unidentified family friends, medical hospice 22 providers..." 23 I don't quite understand what it is you're saying, 24 so I'll just try to ask you to explain it. Who are the 25 unidentified family friends that are John and Jane Doe in the

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Page 22 1 case caption? 2 A. I'm not a lawyer. I tried to get information from 3 other documents that I found — legal documents. And it 4 seemed to me to put John and Jane Doe in there kept open the 5 possibility for new information coming to light of individuals 6 to be identified. That's why I stuck it in there. 7 Q. Okay. So you were not intending to assert a legal 8 cause of action against John and Jane Doe, or the people who 9 were gonna represent the anonymous. Typically, the respondents 10 are people you've made a claim against, not witnesses who know 11 information. And you had listed them in the caption as 12 respondents. So that's why I was trying to figure out, who are 13 John and Jane Doe that you might have a claim against? And it 14 sounds like that wasn't your intention. John and Jane Doe are 15 just some witnesses you might want to add later on. Is that 16 correct? 17 A. Correct. 18 Q. Okay. Okay. And when you say "unidentified family 19 friends," you're not telling me you don't want to identify 20 them, you just don't know who the family friends are. Was that 21 your intention by saying "unidentified"? 22 A. I'm finding somebody's phone to be very distracting. 23 Is it possible for everybody to turn off their phones? 24 Q. Well, I cannot turn off my phone because I've gotta 25 communicate with your brothers, who are listening in to the	Page 24 1 A. And I don't appreciate your tone, and you better get 2 more respectful. You're get more cooperation that way. 3 Q. Marshall, I am sure — 4 A. And my question was, if the lady here was writing 5 down everything that's said right now. 6 Q. I'm not answering your question, Marshall. 7 A. Huh! (Laughing) 8 MR. BLINCOW: Let's get back on track. 9 A. You're being ridiculous. 10 MR. BLINCOW: Let's get back on track. 11 Q. So, where were we, Marshall? We were talking about 12 Interrogatory No. 13 and these unidentified family friends and 13 medical and hospice providers. You don't know the identify of 14 any of those people. That was just your way to give yourself 15 the opportunity to tell me there may be family friends of 16 medical or hospice providers; is that correct? 17 A. Yes. 18 Q. Okay. I had asked you in the next interrogatories 19 to give me the name, address and phone number of your 20 girlfriend. You objected. I would like to know, as we sit 21 here today, the name, address and phone of your girlfriend. 22 A. (Laughing) Well, you just met her outside. Her 23 name is Julie Callahan and her address is the same as mine. 24 Q. And phone same as yours? 25 A. No, her phone number is different. I can get you
Page 23 1 deposition. But to my knowledge, my phone—if not, I will 2 make sure— is on silent. 3 A. So you're texting with my brothers during the 4 deposition. 5 Q. I may well be, yes. And during breaks, I'll be 6 talking to them about your testimony. Because they are 7 listening in on the telephone to us here today. 8 So, Interrogatory No. 13 — 9 A. Well, I have another question. So the lady here is 10 taking down everything that's said here while — 11 Q. Hey, Marshall? 12 A. — we're on the record? 13 Q. Marshall? 14 A. What? 15 Q. If you need to question me because you don't 16 understand one of my questions, I'm happy to try and explain my 17 question. I'm not gonna explain the logistics of the rules 18 here today. Your brothers are parties. They have a right to 19 be sitting in here. Just like Leslie Moore is sitting in here 20 live. Because you've sued all these people. 21 A. It's my understanding that no one has the right to 22 talk in here except for you and me. That's a form of 23 communication that's going on as if Leslie were talking to you 24 right now. 25 Q. So —	Page 25 1 that. 2 Q. Okay. 3 A. (Looking at phone) (404) 953-8311. 4 Q. Interrogatory No. 15, you go into some elaboration 5 on something we touched on a while ago. Which was when you and 6 Julie came up to see your dad on June 25th of 2018. 7 Take a second. Read your answer to Interrogatory 8 No. 15. And let me know if anything is different since you 9 originally did it back in September. 10 A. (Reviewing document) It's exactly the way I recall 11 it. 12 Q. Okay. When you mother came and told you that your 13 dad did not want to see you, did you believe your mother? 14 A. I did not know whether to believe her or not. 15 Q. Did you think your mother would lie to you — 16 A. Yes. 17 Q. — about your father's wishes in seeing you? 18 A. My mother — yes. 19 Q. Okay. Do you know why she would lie to you about 20 whether — 21 A. Yes. 22 Q. — or not your dad wanted to see you? Why is that? 23 A. My mother was a very passive and dependent person 24 and avoided confrontation at all cost. Therefore, if a topic 25 was unpleasant or confrontational, she would say or do anything

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Page 26 1 to avoid dealing with it. 2 Q. Okay. And then this sarcastic comment, "Boy that 3 must really have hurt." Do you know why she would throw that 4 out? That seems kinda confrontational. 5 A. No, it was a passive/aggressive cruel remark and it 6 was within character. 7 Q. Okay. The next interrogatories references Page 6 of 8 your Petition. And it references the portion of your Petition 9 that says your dad was incapacitated at the time of the alleged 10 revisions to his Will. 11 Were you with your father on the day that he 12 executed the most current testamentary documents? 13 A. No. 14 Q. Do you know who was with him when he executed those 15 documents? 16 A. The documents imply that there were two lawyers from 17 my father's law firm, as I recall. I do not have them in front 18 of me. 19 Q. Okay. And you've not had occasion to talk to either 20 of the two lawyers you show up on the documents, to ask them 21 about your dad's condition or capacity — 22 A. No. 23 Q. — on the date that he executed the documents? 24 A. No. 25 Q. Okay. In the Interrogatory Answer...the question	Page 28 1 A. And he was on oxygen constantly. 2 Q. Okay. Bad question on my part. 3 His Incapacity — you have alleged that he didn't 4 have the mental capacity to properly execute his Will and 5 Trust. 6 A. Correct. 7 Q. When did that Incapacity begin? When did he become 8 so Incapacitated of his mind and his free will that he was no 9 longer able to execute testamentary documents based on what he 10 wanted? 11 A. Once again, I'll repeat: I believe towards the end 12 of his life —and there are many events I can point to— he 13 was losing the ability to think rationally about emotionally- 14 charged topics. In a more compressed time framework, he was 15 suffocating to death and was on medication to avoid the 16 anxiety. I don't think a person who's suffocating to death and 17 on tranquilizers has the capacity to make decisions in his best 18 interest. Given the twenty-year history of him treating his 19 sons equally and the three weeks before his death making this 20 drastic change, I'd say the facts speak for themselves. 21 Q. You reference that your dad might've been angry, 22 that that might've been some of the motivation for what he did 23 in his last executed testamentary documents. Something about 24 your brothers had shown private communications to your dad and 25 it made him mad. Tell me about that.
Page 27 1 was when his incapacity began. Or part of the question was. 2 And in your answer, it doesn't appear to me that you've 3 answered when the incapacity began. 4 A. Let me re-read this, please. 5 Q. Okay. Yeah. 6 MR. BLINCOW: I'm sorry, what...? 7 MR. HAYNSWORTH: 16. 8 MR. BLINCOW: Thank you. 9 A. (Reading Interrogatory 16) Okay, could you please 10 repeat your question? 11 Q. Yeah. When did your dad's incapacity begin? 12 A. I believe that my father was a practicing alcoholic. 13 I believe that my mother was a practicing drug addict. They 14 were doing that up until the end of their lives. As alcoholics 15 age, their mental capacities diminish over time. I witnessed 16 that in my father. If you're talking about his incapacity 17 under his disease, I understand he was in hospice for the last 18 three months of his life where he was basically suffocating to 19 death and was on a lot of tranquilizing drugs to deal with his 20 panic attacks, one of which ended the hospice and got him back 21 into the hospital. And I also believe that he was under the 22 influence of a great deal of anger because my brother showed 23 private communication to him. So I'd say all those led to his 24 incapacity. 25 Q. Okay. And —	Page 29 1 A. It's been revealed by e-mails that you've copied me 2 on, and you have his secretary's statement. I think it's 3 common knowledge that my brother showing some e-mail 4 communications to him really pissed him off and he took this 5 action. 6 Q. He got mad as hell at you for threatening to kill 7 Sloan, and then he wrote you an e-mail that he didn't wanna 8 communicate with you anymore and he cut you out of the Will. 9 A. Is that a question? 10 Q. Do you agree that that's a fair representation of 11 factually what happened? 12 A. No, it's not. 13 Q. Okay. How do you know your father was angry when he 14 was shown the e-mails which you and Sloan exchanged? 15 A. Well, when I visited him, I was not aware of him 16 being shown the e-mails. I was also not aware that he had 17 written me out of his Will. I didn't find that out until six 18 months after his death when I started to seek the information 19 from Attorney Moore. It's only in hindsight that I found out 20 about this. 21 Q. So you didn't know he was angry with you in close 22 proximity to when Sloan sent the e-mail. You only found out 23 your dad was mad because, looking back in time, he cut you out 24 of the Will, and then you found out he was shown the e-mail. 25 And now, in hindsight, you're telling me you figured he was

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Page 30 1 mad. Is that correct? Or did you know he was mad at you about 2 the e-mails? 3 A. I didn't know about the e-mails being shown to my 4 parents until my brothers pulled the same trick after my 5 father's death and got my mother and poisoned my relationship 6 with my mother, at which time she said, "Don't come to the 7 funeral." That's when I knew the e-mails were being used as a 8 weapon against me. 9 Q. Okay. All right. Well, before you dad was shown 10 the e-mail, you and your dad were on good terms? 11 A. Yes. 12 Q. Okay. And looking in hindsight after he was shown 13 the e-mail, you perceived he got angry with you. 14 A. Well, he wrote me a very cold e-mail, saying "Don't 15 contact me" after I visited him. 16 Q. And do you believe that that hostile e-mail he sent 17 you after you visited him was prompted by him seeing the 18 e-mail? Or if not that e-mail, do you know why your dad sent 19 you that hostile e-mail? 20 A. You know, he did not tell me personally, face to 21 face, "Do not talk to me." I was shooed out of the room by my 22 mother. I do not know what his wishes were at the end. His 23 e-mail account was accessible by his secretary, obviously. 24 And, apparently, Sloan and Jonathan had a lot of access to it, 25 too. Although, you have not produced communications between	Page 32 1 in your mind as to whether or not the e-mail you got, 2 reportedly from your father, about, "In light of our years of 3 discord," —I'm paraphrasing— "I no longer wish to contact 4 you in writing..." You know. I'm paraphrasing. You believe 5 that that e-mail might not have been actually prepared by your 6 father, that those were not his words. 7 A. Correct. 8 Q. Okay. 9 A. My brothers have both benefitted to the point of 1.7 10 million dollars each by me being written out of the Will. You 11 and Attorney Moore are making money off of this conflict. 12 Everybody's making money off of it except for me. That e-mail 13 was part of this whole constellation of absurdity. And it went 14 in the face of twenty years prior, factual experience, 15 including letters I have where my father expresses his 16 affection for me that is contrary to his last actions, 17 supposed. 18 Q. Take a look at Interrogatory 20. And I should say 19 your Answer to Interrogatory 20. 20 A. (Witness complies) I stand by everything in that 21 answer. 22 Q. Including that your brothers killed a pedestrian at 23 Litchfield Beach? 24 A. Yes. As reported to me by Sloan. 25 Q. Okay. The first part of your answer you make
Page 31 1 that e-mail account and my brothers. I only know secondhand 2 what his feelings were through these e-mails that supposedly he 3 wrote. I tried to contact him regularly after I visited and 4 was told my by mother he wouldn't see me. I hoped to see him 5 to say goodbye before he died, and I was prevented from doing 6 so. I don't know if those were his wishes or not. He never 7 said anything directly to me. 8 Q. When your father sent you e-mails, do you have any 9 doubt that it was him sending the e-mail? 10 A. (No response) 11 Q. It sounded like you might be suspicious that an 12 e-mail from his account might not be an e-mail from Jim 13 Shoemaker. 14 A. My father had a computer in his home where he 15 accessed the Wyche e-mail server. 16 Q. Okay. 17 A. He used that prolifically up until this conflict 18 started up, and then he started asking his secretary to print 19 off e-mails in his office. If she could print them off, she 20 could access them. So I do not know who wrote the e-mail. Yet 21 he copied my brother Jonathan on that e-mail where he says, 22 "Don't contact me." I don't know if Jonathan was visiting my 23 father and wrote the e-mail, or if Sloan was visiting my father 24 and wrote the e-mail. 25 Q. As we sit here today, though, you have some question	Page 33 1 reference to your mother's Sundowner's syndrome, and that's 2 based on conversations with your uncle. That would be Uncle 3 Ned Sloan? 4 A. Correct. 5 Q. What did you and Ned talk about, vis-a-vis your 6 mom's Sundowner's syndrome? 7 A. Over the years, when my mother and father would go 8 into the hospital —usually from some accident, like my mother 9 would trip, or my father would fall— I would get the best 10 source of information from my uncle, who cared a lot about his 11 sister. And he also cares about me. So he would be open with 12 the communication flow. Something that was not true among 13 other family members. He explained that, in the afternoon, she 14 would tend to lose reality and behave like someone who was 15 either in Alzheimer's or dementia. 16 Q. And when are you and Ned having these conversations 17 where he is relaying the information that you just imparted to 18 me? 19 A. I don't know. The last three or four years of their 20 life, my parents' lives. Over the telephone. 21 Q. And were your parents not keeping you appraised 22 directly of their condition during the last four or five years 23 of their lives? It sounds like you were having to get 24 information from Uncle Ned because no one in your immediate 25 family, your brothers or your parents, was keeping you up to

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Page 34 1 date and what was going on with them. 2 A. My father was not free with information. One time 3 my mother fell on her face and in the hospital. He wrote an 4 e-mail to everybody: "Mother's in the hospital. Do not 5 contact me by phone, I've got too much to do." Well, I 6 respected his wishes. A week later I called to find out about 7 my mother's condition. Had to call my uncle to find out and he 8 said my two brothers were visiting. So either I was too 9 passive about respecting my father's wishes about staying away, 10 or...I don't know. But I wasn't getting the information. 11 Q. Okay. Last paragraph, last full paragraph of your 12 Answer to Interrogatory No. 20 that begins, "I grew up in a 13 family dominated by affluence..."? 14 A. Yeah. 15 Q. It goes on to say, "...by affluence, alcoholism and 16 drug addiction. This fact explains not only father's lack of 17 capacity at the end of his life..." That's what I wanna focus 18 on. So is it your contention that at the end of your dad's 19 life, due to alcoholism and drug addiction, he lacked 20 testamentary capacity? 21 A. I don't really know what testamentary capacity 22 means. 23 Q. Okay. Glad you told me. And I'll define it for 24 you. So then we'll be on the same page, as it were. 25 Testamentary capacity is the legal capacity by which	Page 36 1 alcoholics and/or drug addicts? 2 A. I think the same weekend in which Sloan and Jonathan 3 ran down the pedestrian, I had said something that my mother 4 and my father overheard, that I thought Dad was an alcoholic. 5 So that was probably...oh, god, I guess I was in my thirties or 6 something. So that was twenty-five years ago. 7 Q. Okay. 8 A. I had told my mother that I thought she was a drug 9 addict probably ten years ago. 10 Q. Well, the twenty-five years ago, was that Dad's an 11 alcoholic and Mom's a drug addict was only ten years ago? I 12 mean, two different dates? 13 A. Yeah. I wasn't sure about my mother until I did 14 research and I recorded some of her conversations and played 15 them to professionals and they said that she's under 16 benzodiazepine intoxication. 17 Q. All right. Well, let me ask you about that. So you 18 recorded some phone conversations with your mom? 19 A. Yeah. I was getting a lot of crazy phone calls. 20 Q. How did you record these calls with your mom? 21 A. I guess I used my telephone. I'm not exactly sure 22 how I — and they might've been messages on a message machine. 23 They were probably messages on my voicemail. 24 Q. Okay. And you shared those messages, did you say, 25 with some doctors?
Page 35 1 a person has to do a Will. Leave their possessions to who they 2 want to leave them to. The legal capacity to be able to do a 3 valid Will that would be upheld in a court of law is 4 testamentary capacity. Got enough mental acuity and not under 5 the influence, undue influence, of someone else. I got enough 6 going on to validly leave a Will. When I say testamentary 7 capacity, that's what I'm talking about. 8 So is it your contention that alcoholism and drug 9 addiction caused your father to not have testamentary capacity? 10 A. The drug addiction refers to my mother, not my 11 father. 12 Q. Okay. Strike drug addiction from my question. 13 A. Yes. His actions three weeks before his death are 14 so contrary to his actions twenty years previous. And, since 15 he was a lawyer, he was fully aware of the kind of damage for 16 multiple generations this action would take on me and my 17 children and my side of the family and the relationship with 18 the other side of the family. And since he acted in a loving 19 way many years previously towards me and my children, and 20 seemed very aware of family dynamics, and in general acted 21 towards keeping a unified family, it was totally against his 22 character. And that is explained to me by being on narcotics, 23 suffocating to death, the long-term effects of alcoholism. 24 Q. Do you remember approximately the first time you 25 voiced to either of your parents your opinion that they were	Page 37 1 A. With a therapist. 2 Q. With a therapist. Okay. And how did you...how did 3 the therapist listen to the recording? Was it voicemail on a 4 cell phone? 5 A. I played it on my phone, yeah. 6 Q. And what was this therapist's name that you played 7 the recordings of your mom for? 8 A. I don't know. I can get it for you. I don't 9 remember her name. 10 Q. When did you record your mom's calls? 11 A. Probably ten years ago. 12 Q. So that would be 2010? 13 A. Probably, yeah. 14 Q. Okay. 15 A. You know, I'm just pulling this out of my memory. 16 Q. All right. Well, do you still have the recordings? 17 A. No, I do not. 18 Q. What happened to them? 19 A. I erased them. I don't keep voice messages. 20 Q. So did you give a copy to the therapist? Or you 21 just let the therapist — 22 A. No, she just listened to it. 23 Q. Okay. 24 A. It was distressing me. My — I frequently had 25 conversations with my mother that distressed me because they

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Page 38 1 were so nuts. I didn't know how to deal with it. 2 Q. And you say you'll provide the name of the therapist 3 later? 4 A. I guess I can track it down. I don't know how I — 5 yes, I think I can track it down. 6 Q. Okay. And what did the therapist say to you when 7 you played these recordings from your mom? 8 A. She said, "That's not the way a drunk person talks, 9 but it is the way a person talks who's on too many Valiums." 10 And Valium is often referred to as alcohol in pill form. And 11 it's highly addictive. And she frequently just sort of 12 departed from reality and talked...sort of like a drunk person 13 but not slurring words. 14 Q. All right. I'm reading further in that same 15 paragraph we were on in your Answer to Interrogatory No. 20. 16 "This fact explains not only father's lack of 17 capacity at the end of his life, but the ongoing pain and 18 perversity in the relationships between my brothers and mother, 19 and myself." What do you mean by the perversity in the 20 relationship between your brothers, your mother and yourself? 21 A. Children and spouses who are raised in an alcoholic 22 home pretty much go crazy as a result of being around an 23 alcoholic. The domination, the inconsiderateness, the self- 24 centeredness, the rules about not telling the neighbors, the 25 lack of affirmation, the tendency towards control as opposed to	Page 40 1 and their children. 2 Q. Okay. 3 A. Six months before he died, he reaffirmed a Will that 4 treated all three children and grandchildren equally. So those 5 are the facts. There are other times, though, such as when my 6 daughter graduated from Georgia Tech and I asked my parents, in 7 the presence of my brother and my girlfriend, to please drop 8 divorce from family conversations. Again, my mother liked to 9 bring up things like this. And I said, "Please stop that." 10 And he and my mother left the table and he then, three days 11 later, asked me to return a hundred thousand dollars he'd given 12 to each of his three sons, because he so pissed off that I 13 would ask him not to talk about divorce at the family events on 14 a regular basis. I sent him back the hundred grand. so there 15 were times when there was love being exchanged and there was 16 time when there was conflict. 17 As to your original question: I'm the oldest son. 18 I also don't back down. And so, in general, I would tend to 19 set boundaries with my father that my two brothers did not do. 20 If you wanna look back to our childhoods, my brother Sloan and 21 I got the same physical treatment that my brother Jonathan 22 escaped. So I'm not sure how to parse the difficulty in the 23 relationship. 24 Q. Okay. Interrogatory No. 21. I had again referenced 25 part of your Petition, and there was a reference in the
Page 39 1 love. That's what I'm talking about. 2 Q. And when you say tendency towards control and not 3 love, are you talking about your dad and your relationship, 4 that he tended to be controlling over you and not express love 5 to you? 6 A. He expressed both at different times on multiple 7 occasions. 8 Q. Is it a fair characterization to say that over the 9 years at various times you and your dad were estranged? 10 A. No. Estranged has a long-term permanent 11 characteristic. That's not accurate. We had conflicts. 12 Q. Okay. 13 A. But all family members have conflicts. 14 Q. Did you have more conflicts, in your opinion, with 15 your dad than your brothers did? 16 A. Depends on what time period you're talking about. 17 Q. Well, let's talk about from year 2000 to year 2010. 18 A. Well, it depends on if you wanna go on opinion or 19 fact. The fact is, in 2010 my dad wrote me a very loving 20 letter explaining why he set up an Irrevocable trust and why he 21 divided the money between me and my children according to my — 22 - because I'd gone through a divorce — I was in a divorce at 23 the time. It was a very loving letter. In 2017 he wrote 24 another letter that was very loving and interested in me and my 25 children, and talking about his positive regard for my brothers	Page 41 1 Petition about a distant family friend reaching out to you. My 2 Interrogatory was: "Who was the friend? How did they reach 3 out to you?" and "Identify any documents..." And you chose to 4 not identify that person. So now that we're sitting here 5 together, I would like you to tell me who the distant family 6 friend was that you reference in your Petition. 7 A. Dottie Schipper. 8 Q. All right. Walk me through that. Dottie call you? 9 You call her? Tell me about it. 10 A. So, Knox, you have asked me about this before and 11 you — the term you used with me before about Dottie was, "I 12 put her into play." I have nothing but affection and respect 13 for Dottie and a deep sense of gratitude. Because she gave me 14 the opportunity to visit my father before he died, whereas, my 15 brothers and mother were not gonna give me that opportunity. 16 So I would appreciate you not embroiling her in something when 17 she did a very simple thing: she tracked me down on Facebook 18 and said, "Marshall, I really need to talk to you, could you 19 please give me a call?" I gave her a call. And she said, 20 "Marshall, people are saying goodbye to your father." I said, 21 "Dottie, thank you very much, I didn't know that." A few days 22 later, I got in the car and went to visit my father. 23 Q. And when you thanked her, "I didn't know that," was 24 that via Facebook? Did you respond — 25 A. No, I called her up on the phone.

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Page 42 1 Q. Okay. So first contact was, she found you on 2 Facebook and reached out on Facebook? 3 A. And said, "Would you please call me?" 4 Q. And said "Please call me." 5 A. Yes. 6 Q. You called her, she told you, "Hey, people are — 7 your dad's close, people are going and paying their last 8 wishes." 9 A. Yes. 10 Q. You thanked her for advising you, and that was the 11 extent of your conversation with Dottie Schlipper about your 12 dad? 13 A. Yes. 14 Q. Okay. I'm not on Facebook, so I may say an improper 15 term of art. When she reached out to you on Facebook, is your 16 Facebook page open so anyone who goes on Facebook can contact 17 you? Or was she a friend, if I'm using the right term of art? 18 A. I don't use Facebook. I have a Facebook page so 19 that occasionally my children can share photos with me. I have 20 removed all my friends on Facebook. I don't like the medium or 21 the platform. I don't really wanna have anything to do with 22 it. I do have a page, though, so somebody who wants to track 23 me down can track me down. 24 Q. Okay. And is that how Dottie tracked you down, 25 is —	Page 44 1 A. I was in regular contact with them. 2 Q. Okay. Well, — 3 A. Visits. Telephone calls. However, the dynamic 4 about accidents, illnesses: my mother face-planted on several 5 occasions, and I think it had to do with this Valium 6 intoxication. My father fell over quite frequently. I think 7 it had to do with him being impaired, too. So, obviously, if 8 there's one member of the family who doesn't drink, and who 9 thinks not drinking is very important and that drinking is very 10 deleterious to the health of family members, and that drug- 11 taking is very deleterious, if they go into a medical situation 12 they don't want me there saying, "Well, I think Dad should stop 13 drinking and Mom should stop taking drugs." 14 Q. So do you believe your parents — because of your 15 thoughts on what you perceived to be their addictions, do you 16 believe your parents were intentionally not communicating with 17 you and injuries and accidents they were having? 18 A. Correct. I do. 19 Q. And do you believe that was well thought out on 20 their part? That they intentionally didn't communicate with 21 you because they didn't want you to know, for fear you may 22 offer your opinions as to why they were falling out? 23 A. Yes. Well, I'm not — I'm sorry. Do I think it's 24 well thought out? I don't know if it's well thought out. I 25 think it's instinctual. A lot of this behavior is described in
Page 43 1 A. Yeah. 2 Q. — posted something on your page? 3 A. No, no. She sent me a note or something. 4 Q. Okay. The next interrogatory again references part 5 of your Petition. It's the portion where you contend your 6 brothers have been edging you out of the family for years in a 7 cold and calculated manner. And in your answer, you tell me, 8 "During the last five years of my father's life, my brothers 9 hid from me..." 10 During the last five years of your dad's life — 11 A. Can you let me read this again? 12 Q. Yeah. I'm sorry. Sure, go ahead. 13 (Witness Reviewing Answer to Interrogatory No. 22) 14 A. Okay, I've read it. 15 Q. Okay. Second sentence: "Over the last 10 years of 16 our parents' lives - during which both our parents suffered 17 multiple accidents, illnesses and hospitalizations - I was 18 directly, on multiple occasions, excluded from notice of the 19 event until days and weeks afterwards, thus prevented from any 20 opportunity to be of assistance or support to either James M. 21 Shoemaker, Jr. or Mary Hunter Sloan Shoemaker." 22 Were you not in routine contact with your mom and 23 dad over the last ten years of their lives so you would know 24 directly from them that they had suffered multiple accidents or 25 illnesses or hospitalizations?	Page 45 1 the literature about alcoholism, and family systems theory, and 2 scapegoating. And heros. And isolating and blaming. It's — 3 I mean, it's... 4 Q. Okay. Over on the next page there's a paragraph 5 that begins, "My brothers refused to cooperate with planning 6 family vacations, so we stopped having family vacations over 7 the last 5 years of my father's life." 8 Did your mom and dad go on any family vacations with 9 their other two sons during the last five years of their life? 10 A. I'm not aware of any vacations where the brothers 11 and their kids were invited and I was not. They did visit, in 12 Colorado and New York, my other brothers. 13 Q. So do you know whether or not there was a family 14 vacation during the last five years of your dad's life, where 15 Jonathan and Sloan and/or their kids did a vacation with your 16 mom and dad where you were excluded? 17 A. No, I'm not aware of it. No, but I do know that 18 this annual trip to the beach got sabotaged because Sloan and 19 Jonathan refused to cooperate on the planning. So, basically, 20 I put together a conference call with my two brothers and my 21 parents, and I said, "Hey, the important thing is, let's get 22 together. You wanna go to Litchfield? You wanna go to Lake 23 Toxaway? Where do you wanna go?" Sloan says, "Oh, let's go to 24 the Catskills." And Jonathan says, "Oh, that doesn't fit with 25 my work schedule." So they both made it impossible for us to

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1 get together as a group.
2 Q. A group, including you and your family.
3 A. Yeah. I mean, you sound like you're aware of
4 vacations to which I wasn't invited. If that's important, why
5 don't you tell me about it.
6 Q. Well, again, as we said earlier, Marshall, the way
7 this works is that I get to ask you the questions and not vice
8 versa.
9 A. (Laughing) Okay.
10 Q. The e-mails that you have referenced about being for
11 their eyes only...? I think one was the e-mail that Sloan sent
12 to your dad about you when you and Sloan got in a dust-up over
13 him wanting to come to Peter's graduation. That was an e-mail
14 that was sent to your dad that you felt like shouldn't have
15 been shared; right?
16 A. Correct.
17 Q. And then there was the e-mail that you sent to
18 Detective Drew Palmer that you copied Cary Hall and others on,
19 about Debbie Wine driving them around to withdraw \$15,000 to
20 send to New York because they were scammed on the Dominican
21 Republic thing. That was the e-mail — when you talk about
22 showing to your mom and causing great distress for her, is that
23 the e-mail that you believe, or that you contend, that they
24 showed to your mom? The e-mail about being duped? That Peter
25 was in the Dominican Republic and needed money and Debbie wine

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1 drove 'em around. You remember, you e-mailed Drew Palmer, the
2 detective?
3 A. Correct. I remember.
4 Q. And that e-mail to Drew Palmer, which we'll get to,
5 went into a lot of stuff about this event where your parents
6 were duped into sending money.
7 A. Correct. Right.
8 Q. Is that the e-mail that you believe Sloan or
9 Jonathan showed to your mom after your dad had died that upset
10 your mom?
11 A. At the time my mother called me, just before the
12 funeral, I thought he'd shown the e-mail where I had talked
13 about their alcoholism and saying, "Sloan, we've gotta do
14 something about it." I did not consider that it would've been
15 the e-mail about the cops.
16 Q. And I'm not suggesting it was. I'm just trying to
17 figure out from you, and, you know, you've got "Their sharing
18 with my father communication from me (for their eyes only) was
19 in part the stimulant to my father's last irrational act of
20 rejection." So that's an e-mail that they showed your dad.
21 What e-mail are you talking about in the sentence
22 "Their sharing with my father communication from me (for their
23 eyes only) was in part the stimulant to my father's last
24 irrational act of rejection." What e-mail are you talking
25 about?

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1 A. The e-mail exchange with Sloan around his behavior
2 around my invitation to stay in my house and my making it clear
3 to him that I thought that he was playing a nasty game in my
4 parents' life.
5 Q. All right. And then the next sentence: "After my
6 father died, they leaned very heavily on my mother and
7 convinced a grief stricken old lady to exclude her oldest son
8 from his own father's funeral, pleading their 'fear that I
9 would harm them'..." Tell me about that. The pleading their
10 fear that you would harm them. Did your mother share with you
11 that there'd been some conversation with Sloan or Jonathan that
12 they were afraid if you came to the funeral you would harm
13 them?
14 A. Uh...a few days before the funeral, my mom and I
15 were talking about me and my kids coming up. And we had a very
16 good — there was a very positive and loving tone to the
17 conversation. The next day, maybe three days before the
18 funeral, she called up and said, "Well, I see, if you feel so
19 negatively about our family, you should not come to the funeral
20 and you're not welcome," and hung — "Sloan is showing me this
21 e-mail," and hung up the phone.
22 When I communicated with my mother for the year and
23 a half after my father died, at some point I said, "Mother, how
24 could you try and exclude me from my own father's funeral?"
25 And she said something to the effect, "Oh, your brothers were

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1 afraid of you." That's where I got that conclusion.
2 Q. Okay. Okay. So after your dad has been buried, you
3 have a subsequent conversation about, "Mom, why would you
4 exclude me from the funeral?" And that's when she told you
5 that your brothers expressed they were fearful of you if you
6 had come.
7 A. Right. And I interpret that to be a socially
8 acceptable presentation for the real underlying thing, that she
9 was horrified that I would openly talk about alcoholism and
10 drug addiction in the family. And that she was grief-stricken
11 and my brothers found a way for her to vent her spleen on me.
12 Which had been part of a pattern. And which I understand from
13 other lawyers I've talked to in Georgia, that when parents are
14 aging, siblings tend to become very entitled about assets of
15 their parents and behave in ways in order to gather more of
16 those assets. And that's what I see in my brothers' behavior.
17 Q. Okay. Still reading in the same paragraph after the
18 quote "fear that I will harm them," and you've got, in
19 parenthetical, "a totally fabricated idea cooked up in their
20 obviously guilty consciences."
21 What would Sloan and Jonathan have — are you
22 talking about they would have guilty consciences?
23 A. Yeah.
24 Q. About what?
25 A. Sloan's passing on e-mail, which would obviously

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Page 50 1 distress my parents, to my parents, which were not addressed to 2 my parents, directly resulted in my father writing me out of 3 his Will. And I would think — in my mind, I've never thought 4 to try and exclude my brothers out of my parents' estate. I've 5 never tried to exclude them from the family, really. I didn't 6 want Sloan coming to the graduation because he was so 7 disrespectful. But I would think, on some level, my brothers 8 would think, "You know, this situation sucks, we had a part in 9 it, and I don't feel good about my part in it." 10 Q. Okay. Did your mother ever share with you that 11 either of your brothers had talked to her or your dad about 12 trying to get him to exclude you? 13 A. Could you repeat that? 14 Q. Yeah. You told me you talked to some lawyers in 15 Georgia and they explained to you that siblings, at times, when 16 parents get older, become very entitled to the assets of those 17 parents. 18 A. Correct. 19 Q. And if I'm understanding you correctly, Sloan and 20 Jonathan should feel guilty, or you think should feel guilty, 21 because they were part of the mechanism that caused your dad to 22 cut you out. 23 A. Correct. 24 Q. Okay. And I didn't tell you this when we started. 25 Sometimes — it's not ADD, it's stupidity — sometimes my mouth	Page 52 1 has been copied on it. Right? 2 A. And he copies me on his response saying, "Good job, 3 Dad." 4 Q. Right. "Dad, I support your decision." 5 A. Yeah, yeah. "Screw him." "Screw my brother." 6 Q. All right. And after you got that e-mail from 7 Jonathan, did you pick up the phone and call Jonathan? 8 A. Jonathan would not return my calls. You have 9 letters where I tried to reach out to them before initiating 10 this lawsuit to amend the relationship. They didn't respond to 11 letters, they don't respond to phone calls. They don't 12 communicate with me. Jonathan wrote me out of his life many 13 years ago. 14 Q. So you did try calling, you just couldn't get 15 through. 16 A. Jonathan? No, I did not try to call. 17 Q. Oh. Okay. All right. So you didn't try to call 18 him. Did you call your dad? "Dad, did you send this e-mail?" 19 A. No, I think I was so stunned and hurt that I really 20 didn't know what to do. 21 Q. But you felt like the motivation of what happened 22 was sharing that e-mail. That's what pissed Jim off enough to 23 make that decision, was when he saw the e-mail where you 24 threatened to kill Sloan. 25 A. Well, no, I would say that was solely the reason.
Page 51 1 overruns my brain, and I've just forgot the point that I was 2 trying to make, or the question that I really want to ask. So 3 I will move on to a different question, rather than waste our 4 time trying to remember where I was. 5 Let's see. Next sentence: "You will see in an e- 6 mail exchange from Jonathan and my father that he knew in the 7 final weeks of my father's life that I had been excluded from 8 the estate." And we'll get to that e-mail in a little while, 9 but it's the one where your dad, or on your dad's e-mail 10 account, an e-mail was sent, "Marshall, I no longer wish to 11 have any contact with you." And then Jonathan e-mailed your 12 dad something along the lines of — and, again, I'm 13 paraphrasing — "You know, Dad, I know that was hard. I've got 14 kids of my own, but I support your decision." 15 A. And he copied me on the e-mail. 16 Q. Right. And — 17 A. Which was an extremely hostile — never mind. 18 Q. And when you got that e-mail, you've now seen that 19 your dad has sent you what looks like a hostile e-mail, and 20 Jonathan is obviously aware of it because he's been copied. 21 Did you call Jonathan and go, "What the hell's going on? 22 What's this e-mail about?" 23 A. I'm sorry. Are you asking me why I didn't call him? 24 Q. I'm asking if you called him. You get an e-mail 25 from your dad, a kiss-off e-mail — my words — and Jonathan	Page 53 1 My father was an authoritarian man and he responded to 2 challenge with great aggression throughout his entire life. He 3 smoothed it off in the professional world, but at home he did 4 not hold back, in any manner whatsoever. There were repeated 5 instances that, when challenged, he responds with incredible 6 aggression. This was about as aggressive as he could be, other 7 than getting in the car and punching me out. This was about as 8 much damage as a man can inflict on a child without putting a 9 bullet in their head. And it was so over-the-top. I think it 10 was motivated by the e-mail; but the other contributing 11 factors, which I've repeated probably way too often by now, 12 impacted his ability to think clearly in this situation. 13 Q. Let me get you to switch over, Marshall, to you — 14 THE WITNESS: I'd like to take a break. 15 MR. HAYNSWORTH: Good idea. Excellent point. 16 Break time. 17 (BREAK) 18 Mr. Haynsworth Resuming: 19 Q. Okay, we're gonna switch over the Exhibit 3a, which, 20 if you could take a look, I'll present to you that I believe 3a 21 is a copy of your responses to the Request for Documents, along 22 with a copy of the documents that you produced. I will 23 forewarn you that the second letter in the pile from Uncle Ned 24 is almost illegible. It just copied very badly. And then 25 there's another bad copy in it. I don't think that's gonna be

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Page 54 1 a particular impediment, I just wanna make sure you're 2 comfortable that what I've told you 3a is, is in fact your 3 responses to the document request for the documents that you 4 have provided. 5 A. Okay. 6 Q. Oh, I'm sorry. Go ahead, finish making sure that 7 it's what I said it was, and then we're gonna skip back to the 8 prior exhibit for a second. 9 A. This is illegible, too. (Indicating document) But 10 do you know the date on this last page? 11 Q. That's the letter from Wyche? 12 A. Yeah. Personal letter from my father. 13 Q. Wait a minute. The last page, the personal 14 letter — yeah, I can tell you that date, too. The personal 15 handwritten letter, "Dear Marshall," is 8/12/10. And then the 16 letter that your dad referenced that you'd be getting from Cary 17 Hall and Leslie Moore is dated August 11th, 2010. And I've got 18 that Wyche letterhead August 11, 2010 letter as the final 19 document in the stack. 20 A. All right. 21 Q. Does that generally look like the document — 22 A. Well, I have a letter of 1917 (sic) that I referred 23 to earlier about a very positive regard for everybody, and 24 "Love, Dad" and all that. I don't see it in there. Maybe I 25 didn't have it at the time.	Page 56 1 A. I went through a treatment program for alcoholism in 2 a hospital in San Francisco. They suggested a halfway house. 3 I went there for six months. 4 Q. And was that in 1986? Six months during — 5 A. Correct. 6 Q. — the year '86? 7 A. Yes. 8 Q. What was the name of the treatment facility? 9 A. Henry Ohlhoff House. 10 Q. Henry Olaf? 11 A. O-h-l-h-o-f-f House. 12 Q. Did you make the decision to check yourself in to 13 Henry Ohlhoff House on your own? 14 A. Yes. 15 Q. And you were — were you there for six months and 16 then in a halfway house for a period of time later? Tell me 17 how long — 18 A. I was there for six months. I lived there for six 19 months. And I worked, and went to meetings. It was a place to 20 live in early recovery. 21 Q. And the treatment facility is Henry Ohlhoff House. 22 A. Correct. 23 Q. Is the halfway house, is that — 24 A. Yes. 25 Q. Same place we're talking about.
Page 55 1 REPORTER: Could you give me that date again. 2 I heard 1917. 3 THE WITNESS: April 9, 1917 (sic) 4 MR. BLINCOW: 2017. 5 THE WITNESS: 2017. 6 REPORTER: I thought. 7 Q. And, again, I apologize, I got ahead of myself. 8 We'll get to 3a in a minute. Let's go back to 3, which are the 9 interrogatory answers we were talking about, and I skipped over 10 one. Interrogatory No. 18. 11 A. Okay. 12 Q. And Interrogatory No. 18 asks: "Have you ever been 13 treated for emotional or psychological issues by any physician, 14 therapist or other provider? If so, please identify the 15 condition for which you were treated, who treated you for the 16 condition, and identify any documents related to the treatment 17 or condition." 18 So, as we're sitting here today, same question: You 19 ever been treated for emotional or psychological issues by any 20 physician, therapist or other provider? 21 A. 1986. I got sober and I was in a halfway house. 22 Q. The halfway house, was that part of a program, like 23 AA? Was the halfway house in connection with any sort of 24 criminal issue? When you say halfway house, I'm thinking a 25 transitional place —	Page 57 1 A. Oh, no. The hospital was called Marshall Hale 2 Hospital. It no longer exists. 3 Q. Okay. 4 A. It was a 28-day program. 5 Q. Okay. So let me make sure I understand. You were 6 in a 28-day program in a hospital called Marshall Hale that no 7 longer exists. And that would have been in the year '86? 8 A. Yes. 9 Q. Okay. And then following your 28-day stay in the 10 hospital, then you went to Henry Ohlhoff House — 11 A. Correct. 12 Q. — for some period of time. Okay. Other than that 13 treatment for alcoholism, any other emotional, psychological 14 issues that you have seen a therapist or a physician or other 15 provider about? 16 A. I take an antidepressant. 17 Q. Have you seen a doctor about — 18 A. Yes. 19 Q. — depression? 20 A. Years ago, I saw a psychiatrist. Now my internist 21 resubscribes — re-prescribes the antidepressant. 22 Q. And you said now your regular physician prescribes 23 the antidepressants? 24 A. Yes. 25 Q. Who was it that first got you on them? Did you

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Page 58 1 — who did you first see for depression? I'm sorry, I missed 2 that part. 3 A. Dr. Gordon, in Smyrna. 4 Q. Do you know Dr. Gordon's first name, or what 5 hospital — 6 A. Michael. 7 Q. And is Dr. Michael Gordon in Smyrna, Georgia a — 8 A. Psychiatrist. 9 Q. — psychiatrist? 10 A. Yes. 11 Q. Do you know if Dr. Gordon practices with a 12 particular group? 13 A. No. I don't know if he's still in practice or not. 14 Q. All right. And how long — and I'm sorry if you 15 told me, I didn't jot it down. When did you see Dr. Gordon in 16 Smyrna, Georgia — 17 A. Maybe ten years ago. 18 Q. — about depression? So approximately — 19 A. 2010. 20 Q. 2010. Okay. And how long were you treated by Dr. 21 Gordon for depression? 22 A. Oh, you know, a few weeks. Got the antidepressant. 23 Used it. It worked. That's it. 24 Q. And who is the doctor who presently prescribes the 25 antidepressant to you?	Page 60 1 A. '90s. In the '90s. 2 Q. And what were you seeing the therapist in Berkley, 3 California in the '90s about? 4 A. Just, mainly, recovery. 5 Q. Okay. Helping you deal with licking the alcoholism. 6 A. No, not licking the alcoholism, just day-to-day 7 challenges in personal and professional relationships. Just 8 therapy. Everybody in Berkley's in therapy. 9 Q. All right. Thank you, sir. Let's kick back over to 10 Exhibit 3a, the responses to document requests. 11 The first request was very generic: Any and all 12 documents, hard copy or otherwise, that are related to the 13 claims in your Petition. And you have objected that the 14 request was overly broad and duly burdensome, and indicated 15 that information sought would best be discovered through 16 deposition. So who should I depose to discover what documents 17 are in your possession that relate to the claims in the 18 Petition, other than you, of course? 19 A. I don't really — I mean, this is boilerplate 20 language that I got from somebody. I might even have gotten it 21 from you. So... (Reviewing Exhibit 3a) I'm not aware of any 22 documents that I have that I haven't produced. I've been very 23 thorough in my document production and communications. Kinda 24 stands out, actually, in this experience. 25 Q. So when you've got this phrase "best discovered
Page 59 1 A. Tejura. T-e-j-u-r-a. In Smyrna. 2 Q. And Dr. Tejura is what type of doctor? 3 A. Internist. 4 Q. Is Dr. Tejura with a practice? 5 A. WellStar. 6 Q. And what is the antidepressant that you take at 7 present? 8 A. TRINTELLIX. 9 Q. How often do you take it? 10 A. Once a day. In the morning. 11 Q. Other than the 1986 stay in the hospital and then 12 the halfway house, and the 2010 seeing of Dr. Gordon for 13 depression, any other physicians, therapists or other providers 14 ever treated you for any psychological or emotional issues? 15 A. I've seen therapists over the years, but it was a 16 long time, I don't remember who they are. Julie and I see a 17 couple's counselor. 18 Q. What is the couple's counselor's name? 19 A. (Referring to phone) C.C. Balboni. 20 Q. B-a-l — 21 A. — b-o-n-i. In Atlanta. 22 Q. And you said you forgot their name but you saw a 23 therapist years ago? 24 A. In Berkley. 25 Q. Can you give me roughly the year?	Page 61 1 through deposition," you think that's just some boilerplate 2 language you got from somewhere? You weren't really meaning 3 that there were specific people to depose to find out the 4 information sought by that request? 5 A. That was the language that some buddy of mine said, 6 "That's what you need to answer that for. Give 'em what you 7 got, but cover your bases with that boilerplate language." So 8 I threw it in there. 9 Q. Okay. So any documents that you have that are 10 related at all to the claims you made in the Petition, you've 11 already provided to me. 12 A. Correct. 13 Q. Okay. There's a second line in your answer. It 14 says, "Personal communication produced prior to, or outside the 15 scope of, litigation will be shared." I was a little unclear 16 on what you were talking about there. 17 A. I don't really know what I meant there. That looks 18 to me like a typo. I don't know what that refers to. Maybe it 19 meant to say "will not be shared." Maybe that's what I meant 20 to say. 21 Q. Well, it begs the question. Do you have 22 communications, personal communications, prior to the 23 litigation that relate at all to the claims you've made in the 24 litigation? 25 A. Yes. I've produced them. Communication with my

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Page 62 1 father, and mother, and brothers. 2 Q. So you haven't held anything back just because the 3 communication was prior to the lawsuit? 4 A. No. No. 5 Q. Okay. All right. Next question, same issue. 6 You've given me anything you've got that was sent to or 7 received from Uncle Ned regarding your mom, your dad, or Sloan 8 or Jonathan. 9 A. Yes. What question is that? 10 Q. That would be Request No. 2. 11 A. Oh, I see. Okay. Thank you. Yes. 12 Q. Request 5. Again, I just wanna understand your 13 objection. I've asked for sketches, plats, photographs, any 14 other tangible evidence relating to the subject matter of your 15 lawsuit. And you have objected the request as overly broad and 16 duly burdensome, telling me it'd be best discovered through a 17 deposition, and then indicated that, "...much of the 18 information requested is material produced in preparation for 19 litigation in a suit in which I am representing myself, 20 therefore protected against discovery." 21 What — it sounds to me like you've got material 22 that's covered by the request, you just object to producing it 23 to me. Is that what you're saying? 24 A. I had communications with lawyers in pursuit of 25 building relationships with them, which I understand is	Page 64 1 A. Yes. I have. 2 Q. Okay. Number 8 we have covered. You have not 3 retained any expert witness at this time? 4 A. No. 5 Q. Number 9. Again, I was just a bit unclear in your 6 answer. I asked for any statements, whether recorded or 7 transcribed, with any party or witness. And your answer was, 8 "The above statements will be produced through deposition." 9 What are you trying to tell me there? 10 A. I didn't go out and get affidavits from people. So 11 I don't have any of those to produce. 12 Q. Okay. Speaking of, have you seen the affidavits 13 from the various people at Wyche, and Harrison McLeod, the 14 Rector at Christ, and — 15 A. Yes. You've given me copies of those. 16 Q. Okay. Have you talked to anyone about giving you a 17 statement or an affidavit that relates to the claims you've 18 made — 19 A. No. 20 Q. — In this lawsuit? Okay. Do you intend to depose 21 any of the witnesses I have listed in the lawsuit and/or the 22 affiants, the people who have given the affidavits that I have 23 produced to you? 24 A. I don't know my lawyer's strategy about that. 25 Q. Well, before you had a lawyer, you had the
Page 63 1 privileged. I guess that's what I'm referring. I also 2 believed that there was a great inequity in our relationship 3 and that I was producing information starting in 1998 and you 4 were restricting your production of information starting to 5 three months before my father's death. Because you repeated 6 said medical information was irrelevant — his earlier 7 history. 8 Q. Okay. So you haven't held — let me back up. You 9 might have had some correspondence with some lawyers that you 10 withheld because your understanding was, you weren't supposed 11 to produce communications with lawyers. But short of that, any 12 documents, sketches, plats, photographs, or other tangible 13 evidence that relate to your lawsuit, you've already given to 14 me. 15 A. Yes, sir. That's correct. 16 Q. Okay. And Request No. 7 may be the same issue, 17 Marshall. It's any and all correspondence that relate to any 18 of your claims, and you've given me essentially the same answer 19 as you gave to the one we were discussing previously. 20 Same question of my part: Other than communications 21 you had with potential lawyers to represent you, you've 22 produced everything — correspondence, memos, documents, 23 e-mails, etcetera, that relate — 24 A. Yeah. 25 Q. — to the lawsuit.	Page 65 1 information about the witnesses and you had their affidavits. 2 Were you intending at that point, when you still represented 3 yourself, to take those people's depositions? 4 A. I was intending on deposing my brothers and Mrs. 5 Moore. And I did not find those affidavits to be of any 6 weight, and, therefore, I wasn't gonna spend time and money 7 talking to those people. 8 Q. Okay. So we should expect that you'll want to 9 depose your brothers and Mrs. Moore? 10 A. I'm no longer running this show here. 11 Q. Fair enough. 12 A. So it's up to my lawyer. 13 Q. Fair enough. 14 Number 10 is probably the same thing we've been 15 talking about, Marshall. You've given me all the documents, 16 and "best discovered through deposition" — same sort of drill 17 we've gone through in the last few, you've really given me 18 everything except some communications with some lawyers? 19 A. Correct. 20 Q. All right. Let's roll over — the first document I 21 have in the stack that you have produced is a letter to you 22 from Edward D. Sloan, Junior, dated March 17, '19. And it 23 references a letter that you wrote on March 5th, which is right 24 behind it. Begins "Dear Uncle Ned." 25 A. Yeah.

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Page 66 1 Q. Let me ask you first about your letter to Uncle Ned 2 dated March 5th. You indicate that you continue to seek your 3 mom's commitment to meeting with your and your Uncle Ned. 4 A. Correct. 5 Q. What was the purpose with you wanting to meet with 6 your mother and your uncle? 7 A. I was not aware at this point that my mother had 8 participated in writing me out of my father's will and that 9 she'd written me out of her will, also. And I thought that, 10 with Uncle Ned's help, I could persuade her that the actions 11 taken three weeks before my father's death were extremely 12 damaging, and that perhaps she would help seek a correction to 13 this situation. Basically, throw out the last will. 14 Q. How was your mom going to help you resolve the 15 situation? 16 A. Well, she was there, and influential over my father, 17 and interacting with my brothers. So I was seeking to talk to 18 her about it, to try and understand what had happened, and if 19 there was some way to correct it...this injustice. 20 Q. Did you ever have occasion to talk to your mom about 21 what had happened? "Why did Dad do what he did, Mom?" Did you 22 ever have that conversation with her? 23 A. I had a conversation in which I asked her why she 24 participated in it. She goes, "Well, I stand by my husband." 25 And it was sort of one of her strange, histrionic kinda	Page 68 1 explained about reading her Will, and seeing the words, and how 2 that shocked you. And this is basically what you've just told 3 me about reaching out to mom to see if there's some way to have 4 a meeting with Uncle Ned and figure this out. Seek some sort 5 of resolution. And then the next page is a letter you wrote to 6 Jonathan, February 25th. 7 A. Yeah. 8 Q. "I wish to make amends to you for my mistakes in our 9 relationship over the years." And then a similar letter to 10 Sloan a little earlier, February 7th, 2019. "...make amends to 11 you for my mistakes and failures in our relationship over the 12 years." Right? 13 A. Yeah. 14 Q. You wrote these letters after you knew your dad had 15 cut you out and Sloan and Jonathan were gonna inherit 16 significant additional amounts of money; correct? 17 A. That's the cynical interpretation. 18 Q. Really, just as a factual matter, Marshall, these 19 letters were written after you had found out that your father 20 had cut you out of his Will and, as a result, Sloan and 21 Jonathan are getting a lot more money. 22 A. You're suggesting a causation. I do not agree with 23 it. 24 Q. I'm suggesting a date range. Factually. February 25 25th, 2019.
Page 67 1 statements. And, in hindsight, she was hiding the fact that 2 she'd written me out of her Will, too, and she didn't wanna 3 talk about it, because it would've been confrontational to her. 4 And I was trying at this time, which you've got copies of 5 letters to my brothers, to reach out to my brothers. And my 6 uncle had expressed the opinion that he thought it was a 7 terrible thing that my father did, that he would never do it, 8 and that he was willing to talk to my mother about rectifying 9 it. But he was only willing to do it if my mother was willing 10 to have the conversation. And my mother kept postponing the 11 conversation. And I kept saying, "Mom, I'm gonna have to file 12 a lawsuit by the end of June. If we don't have this 13 conversation and try and resolve this, I'm gonna end up in a 14 lawsuit. We're gonna end up in a lawsuit." And she just kept 15 postponing it. So she basically refused to have the 16 conversation. 17 Q. You mentioned the letters to your brother, and 18 they're further down in the stack. If you'll just keep turning 19 in the documents we've been looking at. And I'm gonna kick 20 back over to Uncle Ned's first letter, but let's go ahead and 21 turn to the letters you wrote Jonathan and Sloan. The letter 22 to your mom, and then Jonathan, and then Sloan should start 23 right behind Ned's letter dated March 2. 24 A. Yes. 25 Q. Okay. So you wrote your mom March 2nd and you	Page 69 1 A. Correct. You're right on the dates. 2 Q. Okay. Thank you. At this time, February of '19, 3 were you of the opinion that your father lacked the sufficient 4 capacity to make the changes to his Will that he had made? 5 A. Yes. 6 Q. Well, I see your reference in the letter to Sloan to 7 what you perceive to be your father's alcoholism but no 8 reference to any cognitive deficits. Any reason you didn't 9 mention that in these letters, whereas you did mention 10 alcoholism? 11 A. I wrote these letters in working the steps in AA, 12 trying to clean up what's called the wreckage of that past. 13 And as I reflected on my relationships, there was still 14 wreckage for which I was interested in taking responsibility. 15 I tried to call both of these men, but neither one of them 16 would talk to me on the phone. So I decided to take the risk 17 of putting in print my feelings just to make the amends. I 18 sent them these letters via UPS so I was assured that they got 19 them. So I had, in effect, made my best attempt to reach out 20 to my brothers before initiating a lawsuit, and cleared up my 21 side of the street. 22 I was not aware of all the medical and all that 23 complexity at this point. I didn't get a lot of the medical 24 records from you until...I don't know, two or three months ago. 25 Q. Okay. Flip over to — this is actually an e-mail

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Page 70 1 that we alluded to earlier. Flip over to the document after 2 your letter to Sloan of February 7th. It is the e-mail from 3 Jonathan back to your dad addressing your dad's e-mail to you 4 that he sent on July 3rd, 2018. Does this — do you believe 5 this to be the one we were talking about earlier? 6 A. You're talking about the one at the top of the page 7 from Jonathan, where he copies me? 8 Q. Yeah. 9 A. Yeah, I have that in front of me. 10 Q. From Jonathan, date Tuesday, July 3rd, 2018? Starts 11 off, "Hi Dad. I'm very sorry you had to write this."? 12 A. Yeah. 13 Q. And the e-mail below it to which Jonathan refers is 14 the one that your dad sent to you on July 3rd, 2018; right? 15 A. It came from my father's e-mail account. 16 Q. Well, when you saw Marshall e-mailing your dad back 17 to his e-mail account — 18 A. Jonathan, you mean? 19 Q. Jonathan —I'm sorry— were you still suspicious 20 that this was not really your dad generating this e-mail? When 21 you saw Jonathan e-mail back to your dad about it? Were you 22 still questioning whether that really was your dad — 23 A. Correct. 24 Q. — typing that? 25 A. My father was incapacitated, struggling to breathe,	Page 71 1 going in and out of the hospital, in bed all the time, busting 2 up furniture. I didn't know what his capabilities were. His 3 e-mail is very cold, and very blunt, and makes no attempt to 4 engage about what's motivating him. So, basically, it's the 5 kind of blunt thing that somebody would send somebody who 6 didn't give a shit about them whatsoever, and I didn't feel 7 that to be true in my dad's case. So it was out of character. 8 And Jonathan's e-mail was offensive, obnoxious, petty, 9 destructing and arrogant, to bring my children into this 10 situation. 11 Q. Ever make any efforts to determine whether or not 12 your father actually sent you that e-mail? Or had it sent to 13 you? 14 A. As I mentioned before, I was in shock at this point 15 at what was going. And, no, I did not pursue — I did make 16 more phone calls to the house. I did not pursue conversation 17 with Jonathan. 18 Q. And when you say phone calls to the house, you mean 19 your mom and dad's house? 20 A. Yes. 21 Q. And that's where you'd leave messages on the 22 answering machine? 23 A. Correct. 24 Q. Did you ever write your mom either a letter or an 25 e-mail — when you got this e-mail that appeared to be from	Page 72 1 your father but you weren't sure, and it was so terse, and no 2 elaboration, did you contact your mom in any fashion? Send her 3 an e-mail and say, "Did Dad send this? This can't be him?" 4 anything of that nature? 5 A. I've done that in the past. I brought up the fact 6 that he demanded I return the hundred thousand dollars, and she 7 said she didn't know anything about that. So my mother did not 8 deal openly and honestly about things that disturbed her. And 9 there was no point in engaging her, really, about this, as long 10 as my father was alive. So, no, I didn't do that. 11 Q. Okay. Turn over a couple more pages. It's another 12 e-mail that we spoke generally about earlier. 13 A. The one to the cop? 14 Q. Yes. You send this correspondence to Detective 15 Palmer and you copied a number of people: Sloan and Jonathan 16 and Cary Hall at the Wyche Firm. Why did you copy Mr. Hall? 17 A. Mr. Hall is the co-trustee of my father's 18 irrevocable Will, and maybe even the Revokable Will, too, with 19 Ms. Moore. And in the past my father's had me consult with Mr. 20 Hall. And he was introduced to me as the trustee in 2010. So, 21 obviously, he trusted Cary Hall. And I always had positive 22 regard for Mr. Hall. And so I thought that my parents were 23 incapable of taking care of themselves and it had reached the 24 point of putting \$15,000 in an envelope and mailing it off for 25 some fraud that they were being taken advantage of. And I was	Page 73 1 hoping that somebody —I knew my brothers wouldn't do it, but 2 I attempted— would take responsibility for the fact that my 3 parents could no longer manager their affairs and elder fraud 4 was being committed against them. I never got a response from 5 anybody about this letter. 6 Q. On the second page of the letter — 7 A. And somebody did it a second time. 8 Q. Did what? 9 A. Attempted to get money from them. But this time 10 they picked up the phone and called my ex-wife before the 11 money. I think they were very embarrassed by what happened the 12 first time. But they took themselves into, at the help of this 13 housekeeper, without ever calling me, my son, my daughter, or 14 my ex-wife. So they learned a lesson on the second time. 15 Q. Okay. On that second page, at the top it says, "I 16 have two concerns which I would appreciate your addressing with 17 my parents," and then there's paragraph 1) and 2) below that 18 and you've got some bullet points. And one starts, "My parents 19 refuse to speak with me." So at this point, in June of '18, I 20 presume, as your words indicate to Detective Palmer, that 21 neither of your parents are talking to you at that point. Is 22 that right? 23 A. Yes. They were not returning my phone calls, I 24 believe. 25 Q. The next bullet point to Detective Palmer: "My

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Page 74 1 father drinks and my mother takes drugs." 2 Third bullet point: "I'm a recovering alcoholic and 3 have on multiple occasions confronted them about their 4 dependencies." And this is going back decades, right, that you 5 had confronted them at various times about alcohol and drugs? 6 A. I don't know about decades, but it is true it had 7 happened in the past. 8 Q. And I apologize if I'm reploting old ground. The 9 first time you raised issues about your dad being an alcoholic, 10 I thought, was something like twenty-five years ago. 11 A. Correct. 12 Q. Okay. Go on to say that, "They find the situation 13 intolerable, so have written me out of their lives." What 14 situation are you talking about that was intolerable that 15 caused your parents to write you out of their lives? 16 A. Alcoholics' and drug addicts' primary relationship 17 is with the substance. And when people threaten their use of 18 that substance, it's intolerable to them. 19 Q. Okay. And then the next line down, after you say, 20 "They find the situation intolerable, so they've written me out 21 of their lives," then you say, "And probably their wills!" — 22 exclamation mark. 23 A. This letter was written in anger and in hast, and 24 upset. So, you know, there's a bit of hyperbole in it. 25 Q. Okay. Well, did you know, did you have an inkling	Page 76 1 turn the next couple of pages. This was a text you extracted 2 for me from an e-mail that you sent to Sloan on April 26th of 3 2018. Would that be correct? 4 A. Yeah. I think you have a copy of the original 5 e-mail. 6 Q. I do. 7 A. Yes. 8 Q. I want to ask you about the second paragraph. It 9 begins, "I would prefer that you not show up for Peter's 10 graduation. I know that my wishes have in the past meant 11 nothing to you or hematology oncology or my father or 12 mother..." What are you talking about there, that your wishes 13 in the past have meant nothing to your brothers or your 14 parents? 15 A. I'll take them one at a time. Jonathan did not 16 invite me to his wedding, never showed up to any of my 17 children's important events, never sent Christmas presents. 18 When he'd show up at family events, he was surly and demeaning 19 and disrespectful. So, you know, that was pretty obvious. 20 My relationship with Sloan over the years was 21 sometimes very positive, sometimes not. But it was obvious in 22 the e-mail exchange, if you go to —that e-mail was on 4/26— 23 if you go to earlier in the e-mail exchange, on...let's see. I 24 sent him in invitation on 4/17, and he was flippant and 25 disrespectful in his response. I responded to that on 4/18 and
Page 75 1 from any source, that as of June 12, 2018 you were written out 2 of their Wills? 3 A. I had an intuition that, based on the fact that my 4 brothers were edging me out of the relationship, not telling me 5 about traumatic events in their healthcare, and that the 6 communication was spotty, that there was a movement afoot. And 7 for the last few years, there was, in the back of my mind, "You 8 know, these don't really treat me like a brother, and it's 9 really gonna pay off big for 'em if there's a pile of money." 10 Now, I didn't know how much money was there. I didn't know 11 that until I got into this legal situation. But I assumed 12 there was gonna be a lot of money. And I also assumed that my 13 brothers were in a campaign of edging me out. 14 Q. Okay. 15 A. So that was a guess. That was a wild shot. 16 Q. Okay. Reading a little further, the next paragraph 17 begins, "You are free to communicate..." The end of that 18 paragraph starts, "As persona non grata in the Shoemaker 19 family, I am obviously not going to get selected for this 20 responsibility." I gather, as the words you've used indicate, 21 that you felt like you were persona non grata in the Shoemaker 22 family as of June 12th of '18? 23 A. That's a fair assessment, yes. Of the way I felt, 24 yes. 25 Q. All right. Let's keep thumbing through. If you'll	Page 77 1 said, "I withdraw the invitation." He writes back another 2 flippant and disrespectful e-mail: "I'm coming anyway. I'll 3 stay in a hotel. That's when I wrote him and said, "No, I 4 don't want you to come. Let me be clear why I don't want you 5 to come." That's what the genesis of that letter is. 6 Q. Okay. The page we're looking at, the one at the top 7 says, "Text extracted from e-mail to Sloan 042618." 8 A. Yeah, I'm looking at your production of the original 9 e-mail. 10 Q. I'm asking you about an exhibit to the deposition, 11 Marshall. So if you would reference — we've both got the 12 e-mail, I'm not gonna argue with you about that, it's obvious 13 we do. But I'm asking you about your document you produced. 14 A. All right. 15 Q. So if you look at the third paragraph: "I wanna 16 focus on my son's considerable achievement..." That paragraph? 17 A. Yeah. 18 Q. You go down to the last line, beginning, "I have 19 also, and more blatantly..." See where I'm reading? 20 A. Third paragraph... 21 Q. Third paragraph down. The paragraph starts, "I want 22 to focus on my son's considerable achievement..." 23 A. Yes. I see it. 24 Q. That paragraph, the last line in the paragraph 25 begins, "I have also, and more blatantly, failed to build a

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Page 78 1 bridge with Jonathan, and now with my mother and father, with 2 whom visits and phone calls have become openly hostile on their 3 part..." 4 Now, I was under the impression that they weren't 5 returning your calls around this period of time. And maybe 6 I've got my timeline off. Were you having openly hostile phone 7 calls with your mother and father in or around April of '18? 8 A. No. My father wrote me some hostile e-mails, to 9 which I've previously referred. This letter was sent in upset 10 and some of these statements are overly broad. 11 Q. Okay. So is it incorrect that visits and phone 12 calls have become openly hostile on your parents' part as of 13 when this e-mail was sent to Sloan? 14 A. The last visit to my parents before my father died 15 in November of 2017 was civilized — civil. Yes. So it was 16 not openly hostile. 17 Q. Well, I just wanna make sure I understand, Marshall. 18 So if you had this to do over again, would you delete that 19 phrase, "with whom visits and phone calls have become openly 20 hostile on their part"? Is that no longer an accurate 21 statement? 22 A. No, it's not accurate. My father would go off the 23 deep end and write me hostile notes sometimes, but the visits 24 weren't openly hostile, no. 25 Q. All right. Go look at the next paragraph, that	Page 80 1 inherit money. That distinguished me from my brothers. I also 2 did not allow my father to physically intimidate me or demean 3 me in others' presence, which is how we were raised. Sloan 4 received the same treatment. My mother did, too. Not 5 physically, but in her personal demeaning. Jonathan escaped 6 that. 7 So when I got sober, people, instead of saying, 8 "That's wonderful. What a wonderful thing for somebody to get 9 a spiritual program like AA that creates such great results," 10 it was, like, "Marshall's not an alcoholic, we're not 11 alcoholics, it's embarrassing, don't talk to the neighbors, why 12 do you bring that up?" That's their reaction. 13 Q. Reaction to you. Why do you bring this up? 14 A. "Why do you bring this up?" 15 Q. Okay. 16 A. And, like a lot of Southerners, who are full of 17 ignorant religious views, they looked at alcoholism as a sin as 18 opposed to a disease. And, therefore, they were very 19 judgmental about me deciding to stop drinking and advocating 20 that others do the same in the family. 21 Q. Anything else you were a scapegoat about in the 22 Shoemaker family mythology? 23 A. Yeah. When my father would start berating people at 24 the dining room table, or bullying people, I would stand up to 25 him. And people can interpret that in two ways: Marshall's
Page 79 1 starts, "I believe my father will go to his grave a miserable 2 practicing alcoholic..." and take a look at the...I believe 3 it's the second to last sentence in that paragraph. It begins, 4 "They will go to their graves knowing..." See where I'm 5 reading? 6 A. Yeah. 7 Q. "They will go to their graves knowing damn little 8 real experience of felt love, and much more experience of 9 constant intoxication, and it is unnecessary. Your stance 10 towards Jonathan's treatment of me —hostile, political, 11 without any love whatsoever— also feeds into the Shoemaker 12 family mythology that 'Marshall is the only one with problems, 13 the rest of us are fine.'" 14 Tell me about this Shoemaker family mythology that's 15 represented by what you've got in quotes there in your e-mail. 16 A. It's alcohol systems theory. The children get 17 labeled. One's a hero, one's a scapegoat, one's a clown. I 18 became the scapegoat. 19 Q. And scapegoat to me implies blaming someone for 20 things that weren't their responsibility. 21 A. Correct. 22 Q. Okay. What were you blamed for in the Shoemaker 23 family mythology that wasn't your responsibility? 24 A. I wanted my mother and father's mental health to be 25 addressed and that was more important to me than sucking up to	Page 81 1 causing problems, or Jim Shoemaker's being a bully. They 2 didn't wanna take my dad on. He was a big, aggressive, 3 dominant person. It was much easier to blame me for the 4 conflict. 5 Q. So, in your opinion, you were being wrongfully 6 blamed for conflict, when you were really just trying to get 7 them to address their problems and — 8 A. Or start treating me in a decent manner. Like the 9 conversation around divorce. 10 Q. And I haven't seen that referenced in the documents. 11 This conversation around divorce, you were upset that your 12 family was bringing up your and Amelle's divorce? I'm just 13 lost on — 14 A. Yes. Yes. And other people's divorce. 15 Q. All right. They liked to bring it up in 16 conversation and — 17 A. My mother liked to bring it up, yes. 18 Q. And was this after y'all are divorced she would 19 wanna bring it up? 20 A. Yeah. Well, no, when I was going through problems 21 with Amelie, she inserted herself. She was a very negative 22 influence on my relationship with my ex-wife. 23 Q. You might be trying to work it out and your mom was 24 advocating divorce? Is that — 25 A. Yeah. And she's inserting herself and expressing

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Page 82 1 opinions to my ex-wife which she's not communicating to me. 2 She's just playing a very negative role. A manipulative role. 3 Manipulative and controlling. 4 Q. When did y'all get divorced, by the way? 5 A. 2005. My parents were of the generation that 6 divorce was some sort of moral failing, and was a shameful 7 thing for everybody in the family, and that I had brought shame 8 on the family by getting a divorce. 9 Q. So you were —my words— you were criticized, not 10 praised, for going through AA and getting a handle on the 11 alcoholism and advocating for others to do the same, and you 12 were also criticized, not praised, for realizing that if two 13 people can't get along to a certain level, divorce is what 14 you — 15 A. Correct. Exactly. 16 Q. And then on your document you produced you reference 17 Sloan's reaction. We've actually got his e-mail in another 18 exhibit. Let me go back, Marshall, if you would, to the very 19 first document, the letter from Uncle Ned, on March 7, 2019. 20 A. I don't really — I have to get my own copies, 21 because I can't read the copies in this packet. 22 Q. Well, I had attempted to replace Ned's March 7, 2019 23 letter in your stack and John's stack with a better copy. 24 A. I don't have that. I have my own copy. 25 Q. Well, that's fine. That's fine.	Page 84 1 I think you'll be wise to accept as a fact that for several 2 years he thought that you did things that so offended him he 3 thought it wise for him to disinherit you." 4 Now, can you tell me what your uncle's talking about 5 that for several years — 6 A. No, I don't know what he's talking about there. 7 Q. Did you ever ask him, after you got this letter, 8 "Ned, what do you mean for several years Dad" — 9 A. No, I didn't ask him. 10 Q. Can you think of what he could possibly be talking 11 about — 12 A. No. 13 Q. — that for several years your dad — okay. Do 14 you know if your dad ever discussed with Ned his intentions as 15 to you and your inheritance? 16 A. No, I do not know. 17 Q. Okay. Next paragraph: "I sense that you're 18 planning to contest the Will. Even if there was undue 19 influence affecting revisions of the Will, I think you'll be 20 unable to get the judiciary to rule in your favor." 21 Did you ask Uncle Ned what he meant by that 22 statement? 23 A. No, I did not. 24 Q. Uncle Ned attended the hearing that you have 25 attended in Probate Court since this lawsuit was brought.
Page 83 1 MR. HAYNSWORTH: And, Irveta, when you hit on 2 some of these, if you can't — if it's too blacked 3 out to read, let me know. My copy and Marshall's copy 4 are more legible. When I went to make a better copy, 5 it just didn't work out too well. 6 Q. So, yeah, Marshall, grab — 7 A. I have it. March 7th, 2009. 8 Q. 2019. 9 A. Yeah. 10 Q. Ned acknowledges your March 5th letter and 11 indicates, "Last night" —I guess March 6th— "your mom and 12 Sloan and a stranger were here for dinner." Do you know who 13 the stranger was? 14 A. No. 15 Q. "Your and my correspondence was not mentioned." Had 16 you asked Uncle Ned to keep in confidence that you were 17 communicating with him around this time? 18 A. No, but it was in the nature of the communication 19 that we were talking about the behavior of other family members 20 and didn't want that information to be misused. 21 Q. Got you. Okay. I guess the third full paragraph 22 down, begins, "I think you genuinely feel strongly..."? 23 A. Yes. 24 Q. "...that your late father unwisely, perhaps 25 unlawfully, disinherited you in his Will. Be that true or not,	Page 85 1 A. Yes. 2 Q. Did you and Uncle Ned not discuss, either before he 3 came to court with you or after, some of the things in this 4 letter that he alluded to? 5 A. We talked on the phone quite a bit over this time 6 period. But I didn't know he was gonna show up in court that 7 day. 8 Q. But when y'all talked over the phone a good bit, it 9 never came up in conversation what he meant by your dad had 10 thought for several years that you'd done things to so offend 11 him he thought it wise to — 12 A. No. Apparently, my father complained to several 13 people. 14 Q. About you? 15 A. Yes. About our relationship. 16 Q. "If your contest fails, your expense of the 17 litigation will be significant. More importantly, failure will 18 have a negative impact on the status of your long-troubling 19 mental health. I urge you in your best interest to abandon any 20 plans you might have to contest his Will." 21 Well, we wouldn't be sitting here today if you had 22 taken Uncle Ned's advice and not contested your dad's Will. 23 But what I'd like to ask you about is his reference here that, 24 if you did, and you lost, "failure would have a negative impact 25 on your long-troubling mental health." Do you know what Ned is

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Page 86 1 alluding to by that phrase? 2 A. I don't really know, no. 3 Q. Okay. 4 A. I mean, I've been open about being in recovery. 5 And, again, in the Shoemaker and Sloan world view, alcoholism 6 is not talked about, it's not seen as a disease, and people who 7 have drinking problems are not encouraged to get sober. As a 8 matter of fact, you have a document in which my father sent me 9 a disparaging article about AA. Uncle Ned lost a child to 10 alcoholism. But he didn't — the family doesn't talk about 11 Courtney dying from alcoholism. They said, oh, he got 12 infection because his leg was amputated. It's typical Southern 13 denial about alcoholism. 14 Q. Did you share with your Uncle Ned — well, let me 15 back up. So I assume by your answer that you believe his 16 phrase "troubling mental health" related to your alcoholism and 17 efforts to get straight. 18 A. Correct. 19 Q. I assume you did not share with Uncle Ned anything 20 about depression, or being treated for it, or things of that 21 nature. 22 A. No. 23 Q. When you and Ned have been talking about this 24 situation, initially trying to have a meeting with your mom and 25 figure out some solution —you obviously talked to him after	Page 88 1 A. I think so. He got it — well, I think he got it 2 from the court, but he also got it from me. As soon as the 3 lawsuit happened, because he knew I was getting ready to file 4 it, he asked me for copies and I provided him copies. I sent 5 him an entire document of the pleading and exhibits. 6 Q. All right. And did you and he have conversations 7 about the stack of pleadings you sent after he'd seen them? 8 A. No, not in de — no, not that I remember. 9 Q. Did you ever ask Uncle Ned if he knew of anyone who 10 could help you establish the allegations you had put in — 11 A. No. 12 Q. — your Petition? 13 A. No. 14 Q. Okay. 15 A. I looked to him for emotional support, which he has 16 offered. I did not try to embroil him in the lawsuit. 17 Q. Let me switch gears for a second. And you may have 18 to fill in the blanks because I'm not super-familiar with it. 19 But Ned and your mom are brother and sister. 20 A. Correct. 21 Q. And their dad, your granddad, left you and Jonathan 22 and Sloan some money. 23 A. Correct. 24 Q. And you used some of that money, I think, to attend 25 Princeton and do some other things in college, I seem to
Page 87 1 you found out what happened— I presume y'all have still been 2 talking. You said you didn't know he was gonna come to the 3 hearing. Were y'all still communicating around the time the 4 hearing was held? 5 A. Yeah, but not frequently. 6 Q. Did he just show up? Or — 7 A. Correct. 8 Q. You didn't know he was coming? 9 A. Correct. 10 Q. Do you know how he knew what time the hearing was? 11 A. He was following the postings on the court website. 12 Q. Fair enough. Did you ever talk to Ned about whether 13 he had any information, medical information, related to your 14 dad's condition at or about the time he executed his Last Will 15 and Trust? 16 A. No. 17 Q. Did your Uncle Ned ever express to you — well, let 18 me back up. Did you express to Ned your opinions that your 19 father lacked the capacity to do his final Will and Trust? 20 A. Did I express that? 21 Q. Yeah. 22 A. I think so, yes. I mean... Yes. 23 Q. Do you have any knowledge as to whether your Uncle 24 Ned has seen a copy of the Petition that you filed in the 25 Probate Court?	Page 89 1 recall. Maybe that's wrong. It's not important. But your 2 grandparents left you some money and your two brothers some 3 money. 4 A. Yes. 5 Q. How much were you left? 6 A. There was an educational trust fund that I think 7 paid for Christ Church and college. And I think my dad gave me 8 a hundred grand when I was twenty-two and living on the West 9 Coast. I inherited three batches of money: 200 at 25, 300 at 10 30, and 400 at 35. 11 Q. Okay. 12 A. My father and David Freeman managed the Trust. 13 Q. Did you ever get crossways with your father or Mr. 14 Freeman over their management of your trust? 15 A. Well, that is an interpretation that I think my 16 father took. However, that's not the interpretation I would 17 have. 18 Q. Okay. Well, without anyone interpreting it, tell me 19 about the events that you interpreted one way and your father 20 interpreted another way relative to your dad's involvement in 21 the management of the Trust. 22 A. Let's see. In the spring of '94, I graduated from 23 business school. Shortly thereafter, I wrote my dad a letter 24 saying, "Okay, I know I'm getting the last distribution of 25 Grandfather's Trust on my birthday in December of '94. You've

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Page 90 1 sent me some documents about property that I own with my 2 brothers in the Trust. I would like to divest myself of that 3 property. Please tell me some more details about it." I think 4 it was a gas station or something. 5 In the next letter — he didn't acknowledge my 6 letter. The next letter I got was, "Oh, okay, we signed a 7 long-term lease with So-and-So." So I wrote him a letter and 8 said, "Dad, you just signed a long-term lease and I'm trying to 9 get out of that property. Why did you do that without 10 communicating with me?" And I think he wrote — I don't know 11 if he wrote back or not. 12 So I went to a buddy of mine, a lawyer in Oakland, 13 and said, "How do I get out of this?" Most of the money was 14 gonna be in financial assets, so easily transferred. I didn't 15 wanna be a property owner with my brothers and be under my 16 father's thumb, so to speak. Because I felt sort of like I was 17 on an allowance until age 35. And so I asked the lawyer, "What 18 can I do to get out of this?" And he said, "Well, contact a 19 realtor in South Carolina." Which I did, I contacted Howard... 20 I forgot his last name, he worked for Brad Halter at Caine. 21 Q. Hiii? 22 A. Huh? 23 Q. Hiii? 24 A. Yeah, yeah. "And can you please give me an 25 assessment of the value of that asset?" And he said, "I don't	Page 92 1 Q. Well, she's supposed to put down everything 2 everybody says in the record. But don't worry, Marshall, you 3 will not be the first person to cuss on the record. And I have 4 actually used the F word on the record, so no big deal. 5 A. Okay. 6 Q. No one's gonna think ill of you. 7 A. Thank you. 8 Okay. So basically he's ramping up. He's offended. 9 And I don't know what to do. And then suddenly I get a letter 10 where he's gone in front of the Probate Court, Diane Smock — 11 Brad Wyche's wife— and asked her to say the money was 12 appropriately managed, there's no problems here, everything's 13 fine. And I was just shocked. I was just shocked he went in 14 front of a judge. I was shocked that he went in front of a law 15 partner's wife. I mean, I was just shocked. 16 Well, six months later, you know, I'd calmed down. 17 I realized, okay, maybe I shouldn't've — maybe I should've 18 tried to handle that directly and not get a lawyer. Maybe I 19 should've foreseen that he was gonna feel threatened or 20 something. So I went — on one of my flights back to South 21 Carolina, I went to him and said, "Dad, I'm sorry about our 22 conflict over the last distribution of the estate. How much 23 did it cost you? I wanna make amends." He said fifteen 24 hundred bucks. I wrote him a check for fifteen hundred bucks. 25 Q. I wanna make sure I wrote down what I think you said
Page 91 1 know, it's worth 150." So I wrote a letter to my brothers and 2 said, "You know, how about you buy me out for 40 grand or 3 something? Make an attractive offer to be bought out." Well, 4 when — but my father — the lawyer also wrote my father a 5 letter and said, "Marshall has a desire to be free and clear of 6 any financial entanglement with his brothers when the estate is 7 distributed. Could you please give us information?" Dad, 8 which he tended to do, if challenged, he went ballistic. He 9 produced boxes of documents of his management of the Trust over 10 the years, his and David Freeman's, as if we were suing him in 11 court. All my lawyer did was write a letter, because my father 12 wasn't communicating with me at the time. And then we started 13 to — then, as it became close to my birthday — I was kinda 14 shocked, because my father — actually, I called him in the 15 fall of '94, and he said, "I can't talk to you." I said, "Why 16 can't you talk to me?" And he said, "You sued me." I said, "I 17 didn't sue you, I asked you for information about the Trust." 18 "Well, your lawyer contacted me." So he went over the deep 19 end. 20 As a matter of fact, my son was born in August of 21 '94. My father didn't come to the West Coast, like my mother 22 did, to visit my son when he was born. He was doing one of his 23 sort of petulant, you know, "Fuck you, Marshall" — excuse my 24 language. 25 Can she not put that in the thing?	Page 93 1 correctly. Did you say, when you were talking about your 2 lawyer buddy writing your dad a letter — did you say your 3 father was not communicating with you at this time? 4 A. When he received the letter from a lawyer, he 5 stopped communicating with me. And I called him up and said, 6 "Dad. What's going on? How ya doin'?" "I can't talk to you." 7 He said that. I said, "Why can't you talk to me?" He said, 8 "We're in a lawsuit." I said, "A lawsuit? Rich just wrote you 9 a letter. He's a friend of Amelie's and mine, he just wrote 10 you a letter to try to negotiate out of this thing. But he 11 went nuclear. 12 Q. Didn't communicate with you further about the issue. 13 A. Not for six months or longer, until I reached out 14 again after it was resolved. 15 (Off-record discussion regarding 16 lunch recess) 17 (LUNCH RECESS - 11:45 A.M. TO 12:18 P.M.) 18 Mr. Haynsworth Resuming: 19 Q. Marshall, the next document I was going to ask you 20 about is in that same batch of Exhibit 3a, the documents you 21 produced. It's kind of towards the end. It's the e-mail from 22 Dad — you've captioned it "email from dad re polly's injury." 23 It's about when she fell and he said, "I got my hands full, 24 y'all, don't call..." If you're just thumbing through the 25 documents, there's an April letter from you to Uncle Ned:

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Page 94 1 "Thanks so much for sending along so quickly..." The next 2 document is from Sloan to you: "Hi Marshall. Yes, it does 3 sound like a fun weekend." The next one is April 8th, 2018, to 4 James Shoemaker, Mary Shoemaker: "Dear Dad and Mom..." I 5 think maybe another copy of that same letter, and then behind 6 that is "email from dad re polly's injury." It's the page 7 before the handwritten —yours will be illegible because of 8 the copy— the handwritten letter on Wyche letterhead. 9 A. "Polly had a terrible fall..." 10 Q. Yep. That's it. And at the very top, "email from 11 dad re polly's injury." Yeah, that's the next one in our 12 sequence that we'll be starting on. 13 A. Okay. 14 Q. Marshall, we've talked a couple of times about this 15 situation and this e-mail and this event with your mom injuring 16 her eye very badly. And I think that you were telling me about 17 this situation from the standpoint that you didn't really know 18 it was going on, and when you finally found out, you discovered 19 that your brothers had already gone to Greenville. I think 20 that's the context — 21 A. Correct. 22 Q. — In which we were discussing this e-mail. 23 I wanted to ask you a question about some of the 24 people copied on this. The person that your dad sends it to, 25 and then everyone else is a CC, was to Ben Clauss. Do you know	Page 96 1 Q. Do you know about any conversations, if there were 2 any, between Leslie and your dad about your mom's injury? 3 A. No, not specifically. 4 Q. Okay. How about Niles Ray, do you know who that is? 5 A. Yep. Money manager at Merrill Lynch. 6 Q. And then it appears to have you at gmail, and 7 Jonathan and Sloan, and Katy Spicuzza is your dad's sister, 8 right? 9 A. Correct. 10 Q. And then Amelie would be your — 11 A. Ex-wife. 12 Q. — ex-wife. And you told me, y'all got divorced 13 in...when? '10? 14 A. 2005. 15 Q. 2005. I'm sorry. Did Amelie remain close with your 16 parents even after y'all were divorced? 17 A. She remained in communication with them, yes. 18 Q. All right. Can you think if — well, let me back 19 up. Do you think that — she remained in communication with 20 them, was she close to them? Did she talk to them often? Or 21 do you know? 22 A. I don't think often, but regularly. 23 Q. Do you know why your dad chose to have her as one of 24 the people he included to notify her and these others, 25 including you, about Polly's fall?
Page 95 1 who that is? 2 A. He's the money manager at Merrill Lynch who took 3 over for Niles Ray, I believe, in managing my father's money. 4 Q. Have you ever talked to Ben? 5 A. I met him at my father's funeral. 6 Q. Okay. Short of that, have you ever — 7 A. No. 8 Q. — talked to him? 9 A. No. 10 Q. Do you know what knowledge he has, if any, about 11 your dad's wishes as far as his estate was concerned? 12 A. No. 13 Q. Do you know whether Mr. Clauss has been provided 14 with any documents from your father that express his wishes as 15 far as where his assets went upon his death? 16 A. I think I saw an IRA document somewhere, a document 17 you produced, that's about it. 18 Q. James Warren is the first CC. Do you know who Mr. 19 Warren is? 20 A. No, I don't. 21 Q. Appears to be somebody at Wyche. Leslie Moore, who 22 was at Wyche and at this point in time was with her and David 23 Freeman's firm, Freeman & Moore, she is also copied. Do you 24 know why your dad copied Leslie? 25 A. No.	Page 97 1 A. She is the mother of his grandchildren. So she's in 2 the loop. 3 Q. Okay. And I don't know how legible your copy is, 4 but the next document over is the handwritten letter your dad 5 sent you 8/12/10? 6 A. Yeah. 7 Q. I think you talked about this letter with me earlier 8 and you referenced it, I think, in your Petition. And I don't 9 wanna put words in your mouth, which is why I'm going to ask 10 you: What is the significance of this letter? I think in the 11 Petition you said this was an example of the love and affection 12 and equity that your dad had previously expressed. But I don't 13 wanna misstate it. What am I to conclude from this letter as 14 far as you and your dad's relationship was concerned? 15 A. That he was trying to protect my children's 16 financial interest by not having them claimed by a potential 17 partner of mine, since I was going through a divorce; and, in 18 hindsight, he would have just given a third to me outright. So 19 maybe he would've — he's saying, "Well, I'm sure you would've 20 taken care of them and I wouldn't've needed to protect them 21 like that, from your potential divorced spouse." Because my 22 ex-wife took half of my inheritance from my grandfather. 23 Because I put it — I mistakenly put it in joint custody in 24 California. 25 Q. Even that final 400 or whatever that you were gonna

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Page 98 1 get from — 2 A. Yeah. I loved the woman. I trusted her. And I put 3 it all in joint custody and she took half of it. She got 800 4 grand when she left me. 5 Q. Okay. 6 A. So he was aware of my lack of caution in sharing 7 money with spouses who then might leave and take a chunk of 8 money. So it was smart, in a way. Let's see. (Reviewing 9 letter) Explains the tax impact. Shows some respect for my 10 relationship with my kids, giving me the right to break the 11 information to them, "if you want. Love Dad." I thought it was 12 a very decent letter. 13 Q. All right. As of the date you got this letter, what 14 was your understanding as to what Sloan and Jonathan were gonna 15 get out of your dad's Irrevocable Trust? 16 A. I had no understanding. Because we never openly 17 talked about my father's assets or his estate plans. This was 18 the first I'd ever heard of his estate plans. 19 Q. And when you got this letter and saw that your dad 20 said he'd put a sixth interest of what he was leaving — that 21 your kids were gonna get a sixth and you were gonna get a 22 sixth, and that if he had it to do all over again, he'd give 23 you the whole third, did you have any conversations with him 24 after you got this letter? "Well, hey, Dad. I got your 25 letter." You know.	Page 100 1 therefore not acting in the best interest of everybody, which 2 was my father's children and his grandchildren. 3 Q. So you believe that the Trustee of his Trust or the 4 Executor of his estate had some legal obligation to look out 5 for the best interest of the children and grandchildren? 6 A. Correct. And I also believe that, to be blunt, she 7 failed in her role as a professional in advising my father when 8 she allowed him at the last minute to take this action, because 9 of the very negative effect it would have on his family. And 10 what do we have now? We have a lawsuit. We have a lot of 11 money being spent. We have a lot of acrimony. There's 12 financial divisions, emotional divisions, relationship 13 divisions. And all of this could've been avoided. And if the 14 goal was to treat his three...I don't know, the legal term is 15 stirpes or something...to treat them equally, then many people 16 have commented to me, "Well, I don't know he didn't just leave 17 it all to your children, then. If he wanted to ex you out of 18 it, why not leave it all to your children instead of dumping it 19 over to the other sons and their children and their children's 20 children?" And then other people told me that typically in 21 situations like that, they set up — they throw a bone. They 22 say, "Okay, give Marshall 500 grand if he doesn't contest the 23 Will and not if he does contest it." And they film the 24 execution of the Will. So, to me, the whole situation showed a 25 lack of ethics on her part.
Page 99 1 A. I talked to him. I think I wrote him. I got a 2 letter right after from Cary Hall and Leslie Moore explaining 3 the mechanism of the Trust. 4 Q. And at what point in time, if any, did you become 5 aware of what Sloan and Jonathan were getting out of this 6 Trust? 7 A. In December of 2018, when I started to communicate 8 with Ms. Moore about my father's estate information, I started 9 to get some kind of inclination about what was going on. 10 Q. Oh. And I won't go pull it unless we have to. But 11 in your Petition, towards the end of it, one of the things you 12 requested was replacing Leslie as PR of your dad's estate. And 13 I believe that one of the things that was concerning for you 14 was Leslie communicating...how close she was with your folks on 15 a personal basis. 16 A. Yes. 17 Q. How was that problematic, if the person that your 18 mom and dad had named as the Trustee of the Trust, or the 19 Executor of their estate — how is it that that person so 20 named being good friends with them is problematic? 21 A. Because I think it was in the same communication 22 that she expressed a certain amount of animus towards me; and, 23 therefore, I saw her as choosing not to be a detached 24 professional about a financial relationship and basically 25 presenting herself to have a personal relationship and	Page 101 1 Q. As we sit here today, you have absolutely no idea 2 what conversations Leslie Moore and your father had about the 3 execution of his most recent testamentary documents, do you? 4 A. No, I do not. I draw my conclusion on her allowing 5 herself to become involved emotionally sometimes in the ups and 6 downs between my father and then taking the liberty of 7 communicating it to me. So I draw my conclusions that she did 8 not act in the best interest of either my father or his heirs. 9 Q. Well, if your father had expressly told her to 10 prepare a document cutting you out, and she followed his 11 express wishes, then, as to your father, she would have done 12 exactly what he asked of her; right? 13 A. Well, it's my contention that he was not in his 14 right mind. I think any rational person who looks at the 15 history of all this and what happened, and if we ever get the 16 pharmaceutical records we'll show that he was strung out on 17 painkillers and that's why he broke his hospice and went back 18 to a hospital and fired his hospice caregivers. He was out of 19 his mind. He was in agony. And for Leslie to allow that to 20 happen was unethical. He didn't even initialize every page on 21 his Last Will and Testament, as he did on all the other 22 documents. So her behavior — and there is one redeeming 23 person here. Carl Muller, in his affidavit, said — at the 24 end of his affidavit, he said, "I will do whatever I can to 25 reunify this family from this terrible situation of this

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Page 102 1 conflict. So one person out of the so-called ethical 2 professionals alluded to the bigger picture here, as opposed to 3 "Screw Marshall, write him out of the Will." 4 Q. Well, Marshall, what is it you would have wanted all 5 these professionals to do? To talk your dad out of cutting you 6 out so as not to create dissention amongst the family? 7 A. To talk him out of taking an irrational action on 8 his death bed that went against his long-term will, which was, 9 he loved me and I loved him, and I was his son and it was not 10 based on one tiff e-mail exchange between two of his sons. It 11 was not a rational response to cut them out of the Will. 12 Q. Well, Marshall, you would agree with me that you are 13 now aware that 2018 is not the first time your father or your 14 mother had treated you differently than your brothers as far as 15 their estate plan was concerned. 16 A. No, I'm not aware of that. 17 Q. Well, let's use this 8/12/10 letter. Do you now 18 know — or do you? Do you know what Sloan and Jonathan get 19 out of the Irrevocable Trust? How their interests — 20 A. I think Jonathan gets a third distributed outright 21 and Sloan gets a third managed or something. 22 Q. Okay. Used to be. Sloan gets his outright, too. 23 So both your brothers get one third. Back in 2010, you were 24 not getting an equal share with your brothers, were you? 25 A. I don't understand your point. It's obvious here Page 103 1 that me and my children are getting a third share, together. 2 Q. But Marshall is not. Marshall is not being treated 3 the same as his two brothers, Sloan and Jonathan. 4 A. Yes — 5 Q. — Marshall's getting a sixth. 6 A. And it's explained, because I was going through a 7 divorce, and then it's later explained that he would do it 8 differently otherwise. What is your point? 9 Q. Well, my point is, Marshall, you keep alleging to 10 the court that for the last twenty years your father has 11 treated you and your brothers exactly fairly. Everyone is 12 gonna get the same thing. "We're three children, our father 13 loved us all equally, he wanted us to split everything 14 equally." So my point is, this very letter you got in 2010 15 says you don't get it split equally; you get a sixth, not a 16 third. 17 A. I think you're — well, do you have a question? 18 Q. Yeah. Are you aware that your father did not treat 19 you equally with your two brothers as far back as 2010? 20 A. No. Because six months before he died he reaffirmed 21 Wills that treated me equally. 22 Q. This Trust still treated you differently...one sixth 23 instead of a third; correct? 24 A. And the letter said he would have done differently 25 if it weren't irrevocable.	Page 104 1 Q. Okay. Are you aware as to whether your father had 2 cut you out of his estate plans any earlier than 2010? 3 A. No, I'm not. 4 Q. You believe the reason your father cut you out of 5 his estate plans is he was infirm mind and not able to make his 6 own well-reasoned decisions; that, due to pressure from your 7 mother and your brothers, and due to his condition and 8 medication, he was so weak of will that he was not able to 9 execute the documents expressing his wishes. Is that correct? 10 A. Correct. 11 Q. That weakness of will that made him so susceptible 12 that he's not really wanting to execute, he's executing into 13 what he's been pressured into executing...when did that level 14 of weakness start for your dad? 15 A. I don't agree with your statement there. 16 Q. Okay. Well, tell me why your dad's will is no good. 17 A. I keep going over this over and over again. So at 18 some point you're just gonna have to accept my answer. He was 19 dying. Suffocating. He was going in and out of hospice. He 20 was on painkillers. He was at the end stages of alcoholism. 21 My two brothers provoked him. My mother was verifiably nuts at 22 this point. The people around him were not acting in his best 23 interest. 24 Q. If he had cut you out of his estate twenty years 25 earlier than 2018, what could the possible explanation for that Page 105 1 be? 2 A. I have none. It's a hypothetical that doesn't 3 exist. 4 Q. It's actually not a hypothetical. If you'll review 5 the documents that I produced to you in discovery, you will see 6 in fact, Marshall — 7 A. What documents? 8 Q. All the IRA documents, Marshall. There are hundreds 9 of them. From Ben Clauss. I can go up and look at the e-mails 10 and mail transmitting them to you. So you're sitting here 11 today saying you do not know, as a factual matter, that your 12 dad cut you out of some of his estate plans decades ago? 13 A. I don't think that's a factual matter. Because I've 14 seen the iterations of his wills and his trusts and they all 15 affirm it up to three weeks before, and that's what I'm going 16 on. 17 Q. Have you ever seen his IRA designations? Where you 18 indicate who you want to inherit your individual retirement 19 account upon your death? 20 A. I've seen some of them. 21 Q. The ones you've seen, does it show you getting — 22 A. I don't remember. 23 Q. — the same share — 24 A. I don't remember. 25 Q. — as everybody else?

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Page 106 1 A. I don't remember. 2 Q. Well, assume for purposes of my question — 3 A. I'm not assuming anything. 4 Q. Marshall. 5 A. You're just trying to box me in. 6 Q. Marshall. If you wanna get in an argument again 7 about how this process works, we certainly — 8 A. What's your question, Knox? 9 Q. My question is: Assume for purposes of my question 10 that the documentation regarding your father's wishes showed 11 that twenty years ago, give or take, he treated you less 12 favorably than your brothers. Would you agree with me that, if 13 that is true, if my hypothetical is true, the reason your 14 father did that could not possibly be that he was of weak mind, 15 on his death bed, heavily influenced by medication? 16 A. I do not assume that and I do not accept the 17 hypothetical. That's my answer. 18 Q. Okay. Hypothetically, if he did it, what would be 19 the reason? Can you think of any? 20 MR. BLINCOW: Object to — 21 A. I don't engage in hypotheticals. 22 Q. Marshall. The rules allow me to ask you a question 23 and have you assume — 24 A. The answer is no. 25 Q. — for purposes of —	Page 108 1 Q. Okay. And tell us about how that little discussion 2 came up between you and your — 3 A. I don't appreciate your sarcasm and belittling word 4 choice there. 5 Q. Marshall. I'll be brutally honest. I really don't 6 care what you think, I'd just like you to answer my question. 7 A. I don't care what you think, either. You're being a 8 hostile, offensive, harassing attorney right now. And there 9 are rules against that in depositions. I read about it. 10 Q. Well, why don't you tell me, then, what the rules 11 allow at this point. 12 MR. BLINCOW: Ask him a question and let's 13 get back on track, please. 14 Q. What led up to your telling your father you were 15 gonna break his finger off when he stuck it in your face in the 16 garden of your parents' house on — 17 A. I was visiting my parents with my children and we 18 were in the back yard. And he made some comment about 19 Jonathan, and I made some comment about Jonathan. And he 20 stepped towards me, physically got into my space, and waved his 21 finger at me. And I said to him, like I'd say to any man in 22 any situation who steps into my space, "Get out of my face or 23 you're gonna get a negative reaction." 24 Q. Okay. And approximately when was this? 25 A. I don't know.
Page 107 1 A. The answer is no. 2 Q. I haven't finished my question, sir. 3 A. (Laughing) 4 Q. And the rules allow me to ask you to assume for 5 purposes of my question certain facts. I'm not asking you to 6 agree with those facts, I'm asking you to make the assumption 7 for purposes of my question that those facts exist. 8 A. Really? 9 Q. Yeah, Marshall, really. 10 So, if your dad cut you out twenty years ago, would 11 you have any explanation for why? 12 A. I have no proof he cut me out. I'm not gonna assume 13 a hypothetical that doesn't exist. That's your answer. 14 Q. Did you and your dad get along well twenty years 15 ago? 16 A. What date are you referring to? 17 Q. Generically, twenty years ago. Twenty-five years 18 ago. Over the course of your adult life, have you and your dad 19 gotten along well the majority of the time? 20 A. Yes. 21 Q. Okay. Did you threaten to beat up your father when 22 they lived on Pine Forest Drive, back in the garden your mom 23 and dad used to have in the back yard? 24 A. I told my father to get his finger out of my face or 25 I was gonna break it off.	Page 109 1 Q. Do you know the year? 2 A. No, don't know. 3 Q. Do you know the decade? 4 A. I don't know. My mother and I and the kids went out 5 to the Poinsett Club for lunch afterwards. I don't know. 6 Q. Okay. Dad didn't attend the lunch, I assume. 7 A. No. 8 Q. Were Jonathan and Sloan visiting as well? 9 A. No. 10 Q. So it was you, your — 11 A. Children, and my mother. 12 Q. — children and your parents. 13 A. Yeah. 14 Q. And did you and your dad speak any further after you 15 left and went to lunch at the Poinsett Club with your mom and 16 your kids? 17 A. Yes, we did. I don't know when, but we did. 18 Q. I mean that same visit, did y'all speak? 19 A. I don't remember. 20 Q. Take a look, if you would, at Exhibit 4. 21 A. I don't know if I have an Exhibit 4. Oh, there it 22 is, under 5. 23 Q. Take a second to read over it, let me know if you 24 recognize that e-mail. 25 A. (Reviewing Exhibit 4) Correct. I recognize it.

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Page 110 1 Q. About halfway down this e-mail it looks like the 2 font changes, I don't know. Anyway, about halfway down: "The 3 sad part is that the Shoemaker assholes that I grew up with..." 4 You see where I'm reading? 5 A. Uh-huh. 6 Q. "...have an incredible methodology of holding out 7 the promise of love, and more importantly money, and never 8 delivering." 9 What are you talking about there? 10 A. I'm talking about a dysfunctional family where 11 people don't consistently treat each other on a loving basis 12 and exchange a lot of hostile behavior on a regular basis. 13 Q. Well, what is this "...holding out the promise of 14 love, and more importantly money, and never delivering." ? 15 What specific holding out of money were you referring to? 16 A. Well, that's an angry way of referring to my dad 17 demanding back the hundred grand. And the cycle of 18 communication where my parents would profess their love and 19 then go off the deep end if they didn't like something I was 20 doing. Which is all about control. 21 Q. Next sentence: "The only thing you assholes 22 deliver is withholding and judgement (sic) and delusion 23 scapegoating." 24 You assholes, plural, are you talking about Sloan 25 and Jonathan? Or Sloan and Jonathan and your mom and dad? Who	Page 112 1 for your — 2 A. They're very familiar with my feelings about 3 untreated alcoholism, violence, bullying, family politics, the 4 impact of money. I'm very open with them about that. 5 Q. Okay. 6 A. And I've been open with them where I've made 7 mistakes, too. 8 Q. Okay. 9 A. Which also puts me in a bit of a different category 10 from the other people in my family who never admitted to any 11 mistakes in their relationships. 12 Q. I presume your kids are aware that you brought a 13 lawsuit against your — 14 A. Absolutely. Fully aware. 15 Q. They have an opinion whether that was a good idea or 16 a bad idea? 17 A. Probably. 18 Q. Your children got a disposition from your dad of 19 some money upon his death; right? 20 A. Correct. 21 Q. Two fifty? 22 A. I believe. 23 Q. Each? 24 A. Yeah. 25 Q. That 250 that your dad gave your two kids directly,
Page 111 1 are the assholes to which you refer? 2 A. Well, I'm not entirely sure, but probably my 3 brothers. 4 Q. Okay. And the delusional scapegoating, is that 5 going back to what we talked about earlier, that you felt like 6 you were the family scapegoat? 7 A. Correct. 8 Q. Okay. Next sentence: "So my children naturally 9 seek out the love of a Shoemaker..." Which Shoemaker are you 10 referring to in that sentence? 11 A. An extended family. My children have a desire to 12 have a loving, extended family: grandparents, uncles, cousins. 13 Q. Reading on: "...love of a Shoemaker 'extended 14 family' which never had any love to give, only devious family 15 politics and ongoing wounding (to them) by rejecting their 16 father." 17 Can I assume there is, is that by your family — 18 your mom and your dad and your brother— rejecting you, that 19 has wounded your children? 20 A. Of course it has. 21 Q. Did you ever talk with your children about why — 22 A. Yes. 23 Q. — your family — 24 A. Yes. 25 Q. Okay. What did you tell your children the reason	Page 113 1 that provision isn't in his prior Will, is it? 2 A. I don't believe so. 3 Q. Your position is, when your dad executed his Will 4 leaving your two children \$250,000 each, he wasn't in his right 5 mind. He was under undue influence, and that document is no 6 good, and should be thrown out, because your father was not 7 competent to execute the document that left your two children 8 \$250,000 each. 9 A. Yes. 10 Q. And are they aware, your children, that you believe 11 your father's gift to them is invalid because he wasn't in his 12 right mind when he executed the document leaving them that 13 money? 14 A. They're aware that I have sought to set aside the 15 Last Will and Testament, revert to the one six months 16 beforehand that would leave 3.3 million dollars to their 17 father, of which they would be beneficiaries of the vast amount 18 because it would be put aside to generate income for everyone's 19 benefit. Yes, that's what they're aware of. 20 Q. Are they gonna give back the \$250,000 each that the 21 last Will left them if you are successful in having that Will 22 determined to be invalid? 23 A. I don't know what the legal ramifications are of 24 that. 25 Q. Well, I mean, wouldn't that be fair? If they got

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Page 114 1 money based on a Will that your dad was too mentally addled to 2 know what he was doing? 3 A. No, what would be fair is that I sue Leslie Moore 4 for her participation in this and have her insurance pay for 5 this mess. That's what would be fair. 6 Q. Well, that's not where we are, I guess. 7 A. Not yet. 8 Q. Oh. Speaking of suing and such things... Recently 9 you have—or your lawyer has— filed paperwork challenging 10 your mother's estate. Correct? 11 A. Correct. That's my understanding. 12 Q. And you believe your mother was not in her right 13 mind to have cut you out of her Will? 14 A. Absolutely certain of it. 15 Q. And she was not in her right mind — we've covered 16 why you think you dad wasn't in his right mind: because he was 17 in the end stages of dying of pulmonary fibrosis, and under 18 medication, and those sort of things. Why are your mom's 19 wishes invalid? Why was she not competent to do what she did 20 with her estate? 21 A. She had a diagnose of Sundowner's syndrome. I think 22 when we get her prescription records we'll see that she was on 23 benzodiazepines for a very extended period of time. Anyone who 24 knows my mother knows that she basically did not...she did not 25 have the ability for rational thinking, except that glimpses of	Page 116 1 back. 2 Q. And when, roughly, did your daughter graduate from 3 college? 4 A. I think it was about five years ago. So 2015. 5 Q. Okay. When your dad invaded your space on the 6 terrace in the back yard and wagged his finger at you and you 7 told him to not invade your space, was calling the police 8 mentioned in that conversation between you and your dad? 9 A. No. That never came up. 10 Q. So your dad did not threaten to call the police 11 when — 12 A. No, he came in and said to my mother, "He threatened 13 me." And my mother says, "You guys need to put away your 14 swords." So at that particular time, she took it in context: 15 two guys butting heads. 16 Q. Back on Exhibit 4. Continuing where I was reading. 17 "Just fucking shut down narcissistic 'grandparents' and mean 18 asshole 'uncles' who have poisoned any hope of a loving 19 relationship between my children's father, me, and his family." 20 The narcissistic grandparents you're referring to 21 are your mom and dad, I presume? Is that correct? 22 A. No. I was pissed. I shot off my mouth. We can 23 dissect it if you want. It's a bit ridiculous. Yes. 24 Q. And how is it that the narcissistic grandparents 25 have poisoned any hope for a loving relationship between
Page 115 1 It would appear every now and then. And she basically had a 2 child-like dependence on my father. 3 Q. Oh. And I apologize, Marshall, I'm doing the 4 jumping around that I warned I might do. We were talking about 5 the holding out the promise of love and money, in Exhibit 4. 6 And I think you said that was your way of addressing your dad 7 pulling back the hundred grand that he gave you? 8 A. Yeah. 9 Q. Why did your dad ask for you to give back that 10 hundred thousand? 11 A. That was the weekend my daughter graduated from 12 Georgia Tech. And he got offended that I made clear at a meal 13 that I didn't wanna have the topic of divorce, my divorce or 14 other relatives' divorces, such as my ex-wife's sister's 15 divorce which was getting brought up — I didn't want that to 16 be brought up in a family context and have people filleted at 17 the dinner table because of their judgmental, nasty attitudes 18 toward people who've had divorces. And instead of just 19 conceding to, okay, let's not talk about divorce for the good 20 of the harmony of our family gathering, my father really pushed 21 the point. Five days later he writes me a note saying, "You do 22 not honor your father or mother and if you had any honor you'd 23 send me the hundred grand back." After some reflection and 24 consultation with my friends, I said, screw it, cowtowing to 25 that man is not worth a hundred grand, so I wired him the money	Page 117 1 you — 2 A. No, my brothers are the ones that poisoned the 3 relationship. 4 Q. Okay. I'm sorry. 5 A. It's very obvious in this sequence of events. 6 Q. Okay. Next line: "You" —meaning Sloan— "and 7 Jonathan and Mom and Dad are a tribe of mean drunks." 8 You have talked a lot about your views that your dad 9 was an alcoholic and your mom was a drug addict. I have not 10 heard much about you thinking that your two brothers were 11 alcoholics. And maybe a tribe of mean drunks doesn't mean the 12 same thing as alcoholics. Are these alcoholic issues that you 13 were suggesting your dad needed to get a handle on and get some 14 treatment for, did you have the same thoughts about Sloan and 15 Jonathan? Do they have alcohol issues, in your opinion? 16 A. I did drugs with Sloan in college and in high school 17 — well, mainly in college. I don't know what his consumption 18 is now. I think his behavior's a little off, but I don't know 19 what the cause of that is. I don't see Jonathan — I've seen 20 Jonathan drink, I've never seen him drunk. So that was 21 basically talking about the concept of mean drunks. And what I 22 refer to there is a family that is quite vicious with one 23 another, and critical, and judgmental, and has been influenced 24 by multiple generations of alcoholism. 25 Q. Okay. Next line: "I highly recommend you stay the

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Page 118 1 fuck away." I don't need you to explain what you meant there. 2 "I am contemplating, strike that, I am going to rip your 3 fucking heart out if you show up. Nobody here needs your 4 'support'; you have none to give." 5 Rolling over to the next page: "I'm going to 6 fucking kill you if you show up. Stay in Colorado, running 7 away from life, waiting for the Patriarch to die and refund 8 your Insanely dependent life style." 9 I presume the "waiting for the Patriarch to die" 10 means waiting on the death of your dad so Sloan could inherit 11 money to refund his insanely dependent life style? 12 A. Correct. 13 Q. Sloan never came to the graduation, I presume. 14 A. Correct. 15 Q. Were you in regular communication — when you sent 16 Sloan this e-mail in May of 2018, were you in regular 17 communication with your mom and dad at that point? 18 A. Yeah. You've got letters in your exhibit where I 19 talk about going to Ireland to visit my cousin—I mean my 20 girlfriend's family—and keeping them up to date on visiting 21 old relatives. And I was talking to my dad on the phone. So 22 the answer's yes. 23 Q. So, in your opinion, your family's a tribe of mean 24 drunks and the other things you allude to in this letter, but 25 you're still — are you on good terms with your folks at this	Page 120 1 checked every page but... 2 Q. Okay. And we have covered some of this because the 3 interrogatories track some of the allegations of the Petition. 4 But let me get you to take a look, if you would...this would be 5 — you've got the first two pages and then you've got the page 6 that says "Petition for Formal Hearing." It'd be Page 2. The 7 numbers at the bottom out from Shoemaker, Jr.-1, this would be 8 dash 2. 9 A. Yeah. 10 Q. And at line 7, the first full sentence that begins, 11 "He was also heavily influenced by my mother, Mary Hunter Sloan 12 Shoemaker, and my two brothers..." See where I'm reading? 13 A. Yeah. 14 Q. Tell me what you're talking about, your dad being 15 influenced by your mother. In what way? 16 A. My mother was in a dependent relationship with, 17 basically, a guy who could be a bit abusive. And the way she 18 got power in the family was that she played the men off against 19 each other. My parents were pretty good at having their sons 20 compete, as opposed to having them, you know, be in affirmative 21 relationships with one another. And my mother used to complain 22 to me about certain behaviors of my father, which I found very 23 disturbing that she was complaining to me. So she got power in 24 the family by being at the center of the information flow and 25 by, as much as possible, brokering the relationships between my
Page 119 1 point, in your opinion? 2 A. I'm on the best terms I could be, given the context, 3 yes. 4 Q. The context, meaning...? 5 A. Of their emotional states. 6 Q. Did their emotional states cause your relationship 7 with them to degrade over time? 8 A. I think over the last few years of my mother's life 9 it became impossible to have a rational conversation with her. 10 I mean, you could have a conversation about the weather, or 11 what are we gonna eat, but that's about as far as it would go. 12 For my father, he would still talk about politics, 13 or my contemporaries' athletic abilities. But we didn't have 14 deeply meaningful conversations with an exchange of love and 15 support and affirmation, no. 16 Q. All right, Marshall, take a look at Exhibit 1. 17 Exhibit 1, I will represent to you, should be the Petition you 18 filed in Probate Court here in Greenville County, with all the 19 exhibits to that Petition. 20 A. Yeah. 21 Q. But I don't want you to believe it just because I 22 say it. I'm happy for you to review it and satisfy yourself 23 that that is in fact the Petition that you filed with the 24 exhibits. 25 A. Yes, it looks to me like it's complete. I haven't	Page 121 1 father and myself and my brothers. 2 Q. So you — 3 A. And she had a tremendous amount of power over my 4 father. My father was the dominant, you know, alpha male 5 corporate attorney out in the world. But at home, my mother 6 basically ruled the emotional environment. 7 Q. And my mistake for assuming. So this sentence on 8 line 7 of Page 2 of your Petition, "He was also heavily 9 influenced by my mother, Mary Hunter Sloan Shoemaker, and my 10 two brothers, Edward Sloan Shoemaker and Jonathan Evans 11 Shoemaker." The influence to which you refer there about your 12 mother was not influencing your dad to change his estate plan, 13 you're just talking about influence generally? Or are you 14 alleging that your mother influenced, provided undue influence 15 on your dad to cause him to change the disposition — 16 A. Yes. 17 Q. — of his estate? 18 A. Yes. 19 Q. Okay. So your mom was one of the people who was 20 utilizing your dad's weakened mind to convince him to change 21 his estate plans as far as you were concerned. 22 A. Yes. As attested to by her reaction to try and 23 exclude me from the funeral when Sloan put these e-mails in 24 front of her. She took great offence and went nuclear. 25 Q. Well, two different time frames. What you just told

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Page 122 1 me about's after your dad's death. 2 A. Correct. 3 Q. I'm talking about when your dad was still alive. Is 4 it your contention that your mother, along with Jonathan and 5 Sloan, were unduly influencing your father, because of some 6 weakened state, for him to do his Will and Trust, not based on 7 his wishes, but based on their undue Influence? Was your 8 mother involved in convincing your dad to change his estate 9 plan? 10 A. Yes. On the long-term basis, she abetted his 11 alcoholism. We had a rule at my house: Do not talk to your 12 father about a difficult topic before he's on his second 13 Scotch. His son's made his Scotches for him. So one of the 14 way she got power was to take a guy who basically was very high 15 strung and who was mellow once he was on his second Scotch. So 16 she abetted him drinking because it mellowed him out and made 17 him more pleasant to be around. 18 She also abetted this sort of competitive 19 relationship between the brothers. And she did not stand up 20 for, really, me, when my brother Sloan put these e-mails in 21 front of my father. 22 Q. Well, in the e-mail we're talking about, this is one 23 where you threatened to kill Sloan; right? 24 A. Right. Like two guys in a bar who are pissed, 25 screaming, "I'm gonna kill you!" Right. I didn't — well,	Page 124 1 to get you to explain some of it. 2 This is along the same vein. Look at the line sort 3 of in between line 17 and 18: "...collusion of my mother and 4 brothers to vilify me..." This is on Page 2 of the Petition, 5 line 18, I guess it is. 6 A. Yeah. Well, let me re-read it just a second. 7 Q. Sure. Go ahead. 8 A. (Reading document) Yeah. Go ahead. 9 Q. "As a result of his weakened, disturbed and 10 distorted state of mind during his final months, and the 11 collusion of my mother and brothers to vilify me to, and 12 separate me from, my father, he was persuaded to sign revisions 13 of his will and trusts..." 14 Now, a couple of questions about those lines. At 15 this point in time did your mom not like you? Why would she 16 collude with your brothers to have your dad cut you out of his 17 Will? 18 A. Because my brother Sloan shoved the e-mails in their 19 face. And they were not of sound mind, in general, but they 20 went off — those e-mails disturbed them. And instead of 21 picking up the phone to talk to me about it, they just took 22 this sort of nuclear reaction. 23 Q. "I no longer wish to communicate with you," the 24 e-mail you got. The nuclear reaction "Dad doesn't wanna have 25 any contact" —
Page 123 1 anyway, never mind. Go ahead. 2 Q. So when your father sees an e-mail that's been put 3 in front of him that you've threatened to kill your younger 4 brother, and your mom is made aware of that, what is it that 5 you felt like your mom was supposed to do? 6 A. Well, what she did with my father is, she said, "Put 7 away your swords." That's what I would do with my children and 8 others. I would say, "Put away your swords. What's going on 9 here? Why are you guys so upset?" That's the rational 10 approach when people you care about are in conflict. 11 Q. And the irrational approach would be to exclude you 12 from the funeral. 13 A. Yes. As a father myself, there's no reason I would 14 ever write off one of my children. Certainly not for some 15 stupid e-mail. 16 Q. All right. And, again, I want to draw a distinction 17 between the e-mails after your dad has passed versus how he had 18 been influenced before. Do you know of any specific instances 19 where either of your brothers or your mother talked to your 20 father about him changing his Will or Trust? 21 A. No. 22 Q. You believe they were involved in convincing him to 23 do that, you just don't know any of the specifics. 24 A. The chain of causality's obvious, yes. 25 Q. Well, it's not as obvious to me, that's why I have	Page 125 1 A. No, the nuclear reaction is changing your estate 2 when he's going in and out of the hospital, and then not seeing 3 your son on your death bed. Can you imagine that as a father, 4 doing that? I don't think so. 5 Q. I guess it would depend on my relationship with my 6 son when I'm on my death bed. 7 A. Yes. And you would judge him and condemn him and 8 tell him to go to hell, I'm sure. 9 Q. I guess it depends on how he'd been in his grown-up 10 years. But, hopefully, we won't be there for a while. 11 A. Yeah, but the facts of the matter are, that for 12 twenty years, the legal documents that I have show him treating 13 him in equity. So you can do whatever you want to to slander 14 me, and collunify (phonetic) me, and besmirch me, and make me 15 out to look like a monster, but those are not the facts. 16 Q. I'm sorry, I don't know what collunify means. 17 A. Well, maybe I'm not saying the word right. 18 Q. All right. Same sentence we were reading: "...to 19 vilify me to, and separate me from, my father, he was persuaded 20 to sign revisions of his will and trusts..." By whom was he 21 persuaded, exactly? 22 A. My brothers, my mother, his Personal Representative. 23 Obviously these other people. Maybe Carl Muller might've — 24 Carl Muller, based on his affidavit, might've tried to counsel 25 otherwise. But all these people who you see as the good

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Page 126 1 citizens of Greenville who were testifying to the righteousness 2 of his activity. 3 Q. Let me make sure I understand what you're 4 contending, now. So in addition to your brothers and your mom, 5 you're now telling me that Leslie Moore and others persuaded 6 your dad to revise his Will? 7 A. No, I'm not saying that. 8 Q. Okay. Well, I'm just focusing on who persuaded him. 9 You've alleged that he was persuaded to sign revisions. I'm 10 just trying to get the limited universe of people that you 11 contend persuaded him to change his Will. 12 A. Right. My brothers and my mother. 13 Q. And the day that he revised his Will and Trust, when 14 he sat down and signed them, you hadn't talked to him that day, 15 had you? 16 A. No. 17 Q. Hadn't seen him that day, had you? 18 A. No, I don't believe so. 19 Q. He didn't talk to you ahead of time about what he 20 was planning on doing. 21 A. No. 22 Q. Didn't call you up right after the fact and tell you 23 what he'd done. 24 A. No. 25 Q. And you don't have any information one way or	Page 128 1 witnessed. 2 A. No. 3 Q. You don't know what was talked about in the room or 4 what went on. 5 A. Well, no, and I don't know where the room was and 6 — no, I don't know that. 7 Q. I'm over on the next page now, Page 3. Look up 8 at...I guess it's line 4 or 5. "...my girlfriend, of my mother 9 to allow me to have access to my father's bedroom." And then 10 the sentence that begins, "My mother's influence over my 11 relationship..." You see that one? 12 A. Yeah. 13 Q. "My mother's influence over my relationship with my 14 father was undue and hostile, in large part I believe because 15 of her own untreated emotional problems, and anger at me for 16 suggesting that both she and my father required treatment for 17 chemical dependency." 18 Well, you told me that your mom was upset because of 19 the e-mails, should have been "Put up your swords," and, 20 instead, her reaction was to get very upset at you over the 21 e-mail that you and Sloan had exchanged. If I understood you 22 earlier, that was one of the reasons she was miffed at you in 23 this period of time. Did I — 24 A. I don't know for sure when Sloan was showing her 25 e-mails. I know that she stated in a phone call to me two days
Page 127 1 another from any of the people who might have been with him, 2 either when he prepared the documents he signed, or he signed 3 the documents. You've not talked to any of them and don't know 4 what they know about the discussions with your dad or the 5 actual execution of the documents. 6 A. I don't know, that's kind of a big question. So I'm 7 not sure how to answer that. 8 Q. Okay. Let me try to break it into smaller chunks. 9 The day that your dad actually executed the 10 revisions to his Will and Trust, the ones that you have 11 challenged, that day, you didn't talk to your father; correct? 12 A. No. 13 Q. You had not seen him that day. 14 A. No. 15 Q. Or a week before, as an example? 16 A. No. 17 Q. The people that were involved with your dad, such as 18 Ms. Moore, in preparing the revisions to the Will and Trust 19 that he ultimately signed, you weren't with your father and Ms. 20 Moore and the others to know what the discussion was about what 21 was to be changed and not. 22 A. No. 23 Q. Okay. You're not aware of what discussions, if any, 24 were had during the actual execution of the document. When he 25 was sitting there signing it and his signature was being	Page 129 1 before the funeral that, "I'm sitting" — she stated, 2 verbally, quote/unquote, "I'm sitting here reading e-mails that 3 Sloan showed me," or "that you wrote." And then she was 4 torqued out. I'm assuming that when she was asked to change 5 the Will and the estate in such a significant way some 6 explanation was given to her. 7 Q. You say when she was asked to. 8 A. She signed the document. 9 Q. Yeah, but — 10 A. Her signature's on the document. 11 Q. But who asked her to change it? 12 A. Well, I...I would imagine my father asked her to 13 change it. Because when I asked her about it after my father's 14 death, she said, "Well, I'm sticking by my husband." 15 Q. But you don't know — just like with your father, 16 you don't know anything about any conversations your mom had 17 with anybody about the changes she made to her estate plan. 18 A. Well, I don't know, but when you refer to her estate 19 plan, I don't know what you're talking about, other than the 20 documents I have for their joint estate plan. I have no 21 knowledge about it. 22 Q. Well, what I mean is, Marshall, you now have brought 23 — or John has filed a separate lawsuit challenging the Will 24 of your mom. Okay? 25 A. Correct.

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Page 130 1 Q. Different. The fight we're in today is the Will and 2 Trust of your dad. 3 A. Okay. 4 Q. You know. Your dad could cut you out but your mom 5 could leave you in, if she were so inclined. So it's two 6 different estate plans. What your mom's gonna do with what she 7 has when dies, what your dad's gonna do with his when he dies. 8 A. I have not seen my mother's estate plan. I do not 9 know anything about it. 10 Q. Have you seen your mother's Will? 11 A. No. I've only seen the document that was executed 12 three weeks before my father died. I don't know of another 13 document. 14 Q. Are you aware that you have challenged your mother's 15 Will, in court? 16 A. Yes. 17 Q. But you've not seen your mother's Will that you are 18 challenging? 19 A. I thought my mother's Will was part of my father's 20 Will and they were a joint estate plan. And the challenge is 21 about her component in dealing with this. Which is what this 22 document says. But the judge said, when we had that hearing, 23 we have to separate it out. So now we're gonna do it with my 24 mother. She's now passed away, so we're gonna deal with it 25 with my mother.	Page 132 1 smiled. That's how I come to these conclusions. 2 Q. Let me get you to look at line 26 on Page 3. This 3 line that beings, "Vulnerable and unstable in the best of 4 times..."? See where I'm reading? 5 A. Just a second please. (Reviewing document) Yes, 6 okay, I got it. 7 Q. Okay. And when you say "Vulnerable and unstable in 8 the best of times," you're referring to your mom; right? 9 A. Yes. 10 Q. When you say unstable — 11 A. Do you mind muting the phone so I don't have to 12 listen to the coughs on the other end? 13 Q. I'm sorry, it'd be like if I coughed in here. 14 A. It's distracting, and I think it's intentional. 15 Q. Well, Marshall, I guess we're just gonna have to 16 endure the occasional cough, because, otherwise, they're not 17 gonna be able to — 18 A. They could mute their line. 19 MR. HAYNSWORTH: Guys, if y'all are intention- 20 ally coughing loudly, could you please cough quietly? 21 Q. "...unstable in the best of times." Are you talking 22 about mental instability, with your mom? 23 A. Yes. Vulnerable and unstable. 24 Q. Mentally unstable. 25 A. Yes.
Page 131 1 Q. And my apologies for getting a little off track. 2 But what I was trying to explore is, is I thought your mom was 3 mad at you about e-mails, and maybe I'm wrong on that. What we 4 were reading is this contention in your Petition that your 5 mother was angry at you for suggesting that she and your dad 6 required treatment for chemical dependency. 7 A. Correct. 8 Q. And not to beat a dead horse, but the sentence says, 9 "My mother's influence over my relationship with my father was 10 undue and hostile, in large part I believe because of her own 11 untreated emotional problems, and anger at me for suggesting 12 that both she and my father required treatment for chemical 13 dependency." 14 Is that why you believe that your mother was trying 15 to influence your father, along with the help of your two 16 brothers, to have you cut out? Because she was PO'd at you for 17 suggesting she and your dad required treatment for chemical 18 dependency? 19 A. Correct. And when she came out and announced that 20 my father for a second time refused to see me on his death bed 21 —which I do not know if that's what his view was, but that's 22 what she communicated— she expressed joy and glee in the pain 23 she was witnessing on my face when she communicated the news. 24 It showed malice towards me when she delivered that news. And 25 her sarcastic remark, "Boy, I'll bet that must've hurt," and	Page 133 1 Q. When did her mental instability begin? 2 A. She didn't work until having a job out of college. 3 She was fully dependent on my father. He bullied her quite a 4 bit. Although, he was also loving to her and cared about her. 5 And I think that, like the rest of us, we all tended to walk on 6 eggshells on a regular basis around him. Because his anger was 7 something you did not want to provoke. That created 8 instability in her. Vulnerable because she was so dependent. 9 Q. Let me get you to go over to Page 5 of your 10 Petition. 11 A. Okay. 12 Q. And we won't beat the dead horse. You're 13 referencing an August 12th letter that your dad hand wrote you 14 and he said in that letter that you'd be getting something from 15 Cary Hall and Leslie Moore. And they, in fact, as you've put 16 here, "...followed one day later with confirmation from his two 17 then law partners, Cary Hall and Leslie Moore." 18 A. Yeah. 19 Q. So they basically wrote you to confirm the gist of 20 what the handwritten letter from your dad said. 21 A. They talked about the insurance trust and the 22 mechanism of it. 23 Q. Okay. When you got the letter from Cary Hall and 24 Leslie Moore, did you believe what they said in the letter? 25 A. Yeah.

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Page 134 1 Q. Have any reason to disbelieve it? 2 A. No. 3 Q. As we sit here today, do you have any reason that 4 you can think of to disbelieve what Cary Hall may say about any 5 of this? 6 A. I don't really know how to answer that. 7 Q. Do you have any reason to think that Mr. Hall would 8 lie about his knowledge of your dad's wishes, the execution of 9 documents that your dad signed, anything of that nature? Any 10 reason you can think of that Cary Hall would lie about any of 11 this? 12 A. I'm not in the business of declaring whether or not 13 he's an honest man. I have no opinion on that. 14 Q. But that wasn't my question. My question was: Do 15 you have any reason to believe the man would lie? 16 A. No. 17 Q. Same question for Ms. Moore. 18 A. Yes. 19 Q. And what is that reason that you believe Leslie 20 Moore would lie? 21 A. I think she was emotionally involved with my parents 22 and lost professional detachment. I think that she's built a 23 business on sort of getting into and involved with wealthy 24 people in Greenville. I think that this case is an 25 embarrassment. I think that the outcome of this case is gonna	Page 136 1 have any reason to believe Leslie Moore would lie about her 2 interaction with your father, and these documents, and his 3 expression of his wishes as reflected in the documents. 4 A. And I told you what my belief is. 5 Q. You believe she would lie. 6 A. No. I believe that her self-interest and her 7 behavior that I've observed would — that she would have a 8 motivation to at least withhold information and perhaps not 9 divulge everything. 10 Q. Okay. Same question for Mr. Kehl, who you happened 11 to speak to at the funeral, because we were walking in 12 together. Bill Kehl. Long-time partner of your dad's at the 13 Wyche Firm. You spoke to him at the visitation after your 14 dad's funeral. Do you know the man I'm talking about, Mr. 15 Kehl? 16 A. Yeah. 17 Q. Do you have any reason to believe that Mr. Kehl 18 would lie about his knowledge of your father's wishes, his 19 knowledge of any of the execution of Will and Trust documents 20 that we're here about? You got any — 21 A. No. 22 Q. — reason to think that man would lie? 23 A. No. 24 Q. Do you know who Amos Workman is? 25 A. I'm aware that he is in the Wyche Firm. I've never
Page 135 1 have a very negative effect on her practice. And so I think 2 she'd like it to go away. 3 Q. I was a little — 4 A. And, also, I would like to further add, that when I 5 inquired of her in December of 2018, like, "Can you please send 6 me the Will?" it took about three months before I got all 7 copies of the Will. And the only way I got the final copies 8 that indicated when it was changed was from David Massey when 9 he took over the case. So her interactions with me was, she 10 dribbled out information and she withheld as much as possible 11 until I pressed. 12 Q. And I think this all started with the question that 13 you said you believed she would lie. 14 A. No, I have not made the statement I believe she 15 would lie. 16 Q. Okay. 17 A. You're asking me to make a judgment about how much I 18 trust her. Maybe you can rephrase the statement. 19 Q. Yeah. And I think I was just following along with 20 the same questions about Cary Hall, which was: Do you have any 21 reason to believe that Cary Hall would lie about your dad's 22 wishes — 23 A. No, I do not. 24 Q. — and conversations with your dad? And I think 25 then I said, Well, same question with Leslie Moore: Do you	Page 137 1 met him, I know nothing about him. 2 Q. Would you have any reason to believe, or to think, 3 or to suspect that Amos Workman would lie about his knowledge 4 of your dad's wishes with regard to his estate plan or the 5 execution of any of the documents? 6 A. I would not use the word lie, no. 7 Q. What word would you use? 8 A. I find it very strange that men, that I never saw as 9 guests in my father's home, and other people you got affidavits 10 from who I never saw as guests in his home, who basically had a 11 financial relationship, are the ones who are giving these 12 affidavits as opposed to Jack Sterling, Bob Hassold, is 13 companions from the University of Virginia — maybe I 14 shouldn't even be giving you these names. 15 Q. No, it sounds like these people may have some 16 knowledge of what we're here about. So, in that sense, you're 17 actually required to give me their names. 18 A. No, I'm — you've gotten a bunch of people on his 19 payroll. Everybody involved in here is on the payroll. 20 Q. And Bob Hassold's dead, so we can't talk to him. 21 But Jack Sterling's still alive. So if I went and talked to 22 Mr. Sterling, what would he tell me about your dad's execution 23 of these documents that you've challenged? 24 A. He probably wouldn't know anything about it. He 25 wasn't there.

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Page 138 1 Q. Then what is he gonna know that has any bearing on 2 what we're here today about? 3 A. Because you're trying to get me to characterize 4 people as liars, and it's ridiculous. And I wish you'd move 5 on. 6 Q. Well, Marshall, I'm sure that to the extent there's 7 some rationale for me doing what I'm doing, John can explain 8 that to you when we're finished. 9 So you believe that all the affidavits you have seen 10 were given because of some monetary connection to your dad? 11 A. Oh, I know it's true. 12 Q. All right. Have you seen the one from Harrison 13 McLeod, the rector at Christ Church? 14 A. Yes, there was a monetary connection. 15 Q. Because your dad gave money to the church? 16 A. Correct. He set up a foundation so that people 17 could funnel money into the church and the National Episcopal 18 Church would not have influence over it, because those people 19 didn't like homosexuals being in the church. And at my 20 mother's funeral, Harrison McLeod got up and the only thing he 21 said about my mother was that he went to visit her and got a 22 check to move a transformer because it obstructed the view of 23 the church. And that offended me and it offended my uncle. He 24 spoke up in church and mentioned it. So, yes, Harrison McLeod 25 was on the payroll.	Page 140 1 A. Well, Workman and Muller, yes. Not my mother. 2 Q. You weren't there to see Workman and Muller talk to 3 your dad or witness what your dad signed. So you don't have a 4 clue what went on, other than what they've said went on in 5 their affidavits. 6 A. Correct. We've talked about this a couple of times 7 today. Yes. 8 Q. Dr. Grover, your dad's physician, he gave an 9 affidavit too. Is he one of the ones whose affidavit you're 10 suspicious of, motivation-wise, because he's on the payroll? 11 A. Correct. 12 Q. And he's on the payroll because he's your dad's 13 doctor and your doctor pays his bills after he has medical 14 visits? 15 A. It's a financial relationship. It's not a personal 16 relationship. 17 Q. Do you have any evidence that the representations 18 made in your dad's doctor's affidavit are anything other than 19 true? 20 A. No. 21 Q. Martha Louise Ramage Lewis. Do you know who that 22 is? 23 A. Yes. 24 Q. Have you ever talked to Martha Louise? 25 A. Maybe at a party. But it's been a very long time.
Page 139 1 Q. Do you believe that the representations in Harrison 2 McLeod's affidavit are untrue? 3 A. I don't have an opinion about the representations. 4 Q. True as far as you know? 5 A. I'm not gonna say that, I don't have an opinion. 6 Q. Okay. Well, Marshall, you've given me an opinion 7 that you think Harrison McLeod's motivation is suspect because 8 he's on the payroll. 9 A. Correct. 10 Q. So you believe his motivation is questionable. 11 A. Correct. 12 Q. Okay. Do you believe the factual representations in 13 his affidavit are questionable? 14 A. I believe that the people who wrote affidavits about 15 my father were not in an intimate relationship with him. They 16 dealt with him as a professional, which is different from a man 17 inside of his own family and his relationship with his wife and 18 children. So I believe they're basically irrelevant. And they 19 weren't at the execution of the Will, anyway. 20 Q. Well, who was? 21 A. I don't know who was there. I suppose, since their 22 signature's on it, Workman, and my mother and Carl Muller. 23 Q. The people who gave the affidavits. 24 A. The what? 25 Q. The people who gave the affidavits.	Page 141 1 Q. Do you know what her relationship was, if any, with 2 your mom and dad? 3 A. I think she kept their books or something. Or their 4 taxes. I'm not sure. 5 Q. Do you know if she had any knowledge of your mom and 6 dad's wishes as far as what would happen to their estate upon 7 their death? 8 A. I don't know much about that. 9 Q. Have you reviewed the affidavit that I obtained from 10 Martha Louise? 11 A. Yes, I read it. 12 Q. Was anything in her affidavit incorrect as a factual 13 matter? 14 MR. HAYNSWORTH: I'm gonna make that 12. 15 (RESPONDENTS' DEPOSITION EXHIBIT NO. 12 MARKED AND ENTERED) 16 A. (Reviewing document) I don't see anything to call 17 into question. 18 Q. Because she was in a financial relationship, she 19 would fall in the category, though, of people that there may be 20 suspect motives, in your opinion? 21 A. Yes. 22 Q. Do you know what your mom and dad's opinion of 23 Martha Louise was? 24 A. No. 25 Q. Do you have a Will?

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Page 142 1 A. Do I have a Will? 2 Q. Yeah. 3 A. Yes, I have a Will. 4 Q. Have you nominated someone in your will to be your 5 Personal Representative or your Executor of your estate — 6 A. Yes. 7 Q. — when you die? And is that a person that you 8 trust? 9 A. Well, it's a very old Will. It needs to be updated. 10 He was a good friend of mine, yes. 11 Q. At the time you did it, the person you put in that 12 position is someone you trusted a lot. 13 A. Yes. 14 Q. And the reason, I presume, you put a trusted person 15 in there is, you wanted them to execute your wishes once you 16 were gone. 17 A. Yes, that's part of it. Doing the right thing is 18 also part of it. My understanding is, the personal 19 representative has a certain amount of judgment about how they 20 handle matters. I would want somebody with good judgment. 21 Q. Fair enough. Rita Christopher. Do you know who 22 that is? 23 A. Yes. I met her at my father's funeral. 24 Q. Had you ever met Rita before then? 25 A. I might've talked to her on the phone, but I don't	Page 144 1 I'm not sure what date I saw him. 2 Q. Or June of '18. Well, I'll put it this way: The 3 day that he changed his Will and his Trust to exclude you 4 —that day, when he signed those papers that had the effect of 5 doing that— did he know who he was? 6 A. I did not see him or talk to him on that day. The 7 bigger picture leads me to believe he was not in control of 8 himself, or he would not have taken this action and caused so 9 much damage. 10 Q. Do you know if on that day, when he was signing the 11 documents, if he knew where he was? 12 A. I don't know. 13 Q. Do you know if your dad knew who his attorney was on 14 that day? 15 A. I don't know. I wasn't there. 16 Q. Do you know whether or not he was talking with his 17 attorney on that day? 18 A. I don't know. 19 Q. Do you know if your dad knew on that day, generally, 20 what was in his estate? What he had to leave to — 21 A. I do not know. 22 Q. Do you know whether or not your dad knew generally 23 who he wanted to benefit in his Will? 24 A. No, I don't know anything about what he was thinking 25 that day.
Page 143 1 remember meeting her face to face. 2 Q. And I'm asking because I don't know. As I 3 understand, Rita was your dad's secretary for a good while. Do 4 you — 5 A. I read somewhere that she was with him for twenty 6 years. But I'm not sure. 7 Q. Back when you and your dad might've talked twenty 8 years ago, did you ever call the office and talk to Rita to get 9 to your dad? 10 A. Usually I called directly to his extension and went 11 to voicemail. I had more interactions with Sarah Barfield, his 12 previous legal assistant. 13 Q. Okay. Other than Rita says in her affidavit that 14 she was aware of the strained relationship between your dad and 15 you, do you have any knowledge of discussions that your dad had 16 with her about you? 17 A. No. 18 THE WITNESS: I'm gonna get some water, I'll 19 be right back, okay? 20 MR. HAYNSWORTH: Sure. Absolutely. 21 (BREAK) 22 Mr. Haynsworth Resuming: 23 Q. Marshall, in July of '18, did your dad know who he 24 was? 25 A. July? I saw him very briefly in...well, actually,	Page 145 1 Q. Do you know if your dad knew he was signing a Will 2 when he signed it? 3 A. I do not. 4 Q. Has anyone told you that they know that he didn't 5 know who he was that day, didn't know where he was, didn't know 6 what he was signing, didn't know what he had to leave, anything 7 of that nature? 8 A. Not specifically. 9 Q. How about generally? 10 A. Well, I understand there's medical research about 11 people dying from pulmonary fibrosis that says it impairs their 12 cognitive abilities. I haven't followed up on the research 13 yet. 14 Q. Okay. So you have been told about or read some 15 research out in the world that suggests pulmonary fibrosis may 16 affect cognitive function. 17 A. Correct. 18 Q. But no human being has said, "Marshall, I know about 19 your dad the day he signed that, and let me tell you what I 20 know." 21 A. No. It would help to get the prescription records. 22 Q. And just to be clear —and John and I'll go through 23 it— so you want to know the prescriptions that your dad was 24 on during what period of time? Because, to my knowledge 25 —and I'm not affirmatively saying, well, you've got it— to

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Page 146 1 my knowledge, I gave you the hospice records from both hospice 2 agencies. I gave you the records from his family physician for 3 the last year of his life — Dr. Grover. As far as I know, 4 any prescriptions that I was aware of, I provided to you. But 5 it sounds like you are of the opinion there's a hunk of 6 prescriptions out in the world that, if you could just get 7 them, it's gonna show your dad didn't know what he was doing. 8 A. Correct. When I was visiting my mother the weekend 9 before she died, I went with my brother Jonathan to a pharmacy 10 to get morphine. Some very strong drugs. 11 Q. Okay. 12 A. I would imagine that if we had the prescription 13 records, we would see exactly the doses, and the quantity and 14 the types of drugs that were to be given my father while he was 15 on hospice. I imagine, since he was having panic attacks and 16 going back and in and out of hospice and going to the hospital, 17 and, I'm told, suffocating to death, that he was on some very 18 strong drugs. But I have not been provided his financial 19 records or the transactions related to his prescriptions. 20 Therefore, I have not got that data yet. 21 Q. Well, good. I just wanted to make sure I understand 22 what you want. 23 So you went with Sloan to get a morphine — 24 A. Jonathan. 25 Q. Excuse me. Jonathan. — to get a morphine	Page 148 1 in great emotional and mental agony, and they load 'em up with 2 painkillers. 3 Q. And in order to analyze these prescription records 4 which you wanna look at, are you wanting them for the day he 5 did what he did, what he was taking that day or that month, or 6 are you wanting them for a year before? I mean, when do his 7 prescription meds become an issue in your mind as far as his 8 competency? 9 A. Well, initially, I would think during the time he 10 was under hospice. However, since he was under treatment for 11 pulmonary fibrosis for years, perhaps it'd be good to look at 12 that, too. 13 Q. Well, are you contending that your dad did not have 14 testamentary capacity? The capacity to know what he had, who 15 he was leaving it to, to be able to do — 16 A. Yes. 17 Q. — a Will and — 18 A. Yes. 19 Q. Let me finish. You talk about he was treated for 20 pulmonary fibrosis for years. Are you contending that, years 21 before, he was under such medication he was not competent? Or 22 is that just during the period of time when he changed the Will 23 and Trust to cut you out? 24 A. I'm not sure. The last time I saw him face to face 25 was seven, eight months before he died. So I don't really
Page 147 1 prescription for your mother. 2 A. Correct. 3 Q. This is after your dad is dead. 4 A. Correct. 5 Q. And while at that pharmacy, it occurred to you, or 6 at some later point, there've gotta be records for dad at a 7 pharmacy somewhere — 8 A. Correct. 9 Q. — for the meds he was on. 10 A. Correct. 11 Q. Okay. And you believe that those prescription 12 records are going to establish that your father did not have 13 the capacity to do what he did. 14 A. Correct. 15 Q. Okay. And the reason you believe those pharmacy 16 records are gonna show you that is because you feel like he 17 must've been on some strong painkillers and perhaps morphine, 18 or what have you, and those medications may influence him 19 cognitively. 20 A. Correct. Because I observed my mother over the 21 course of several days when she was basically suffocating to 22 death, too, because her systems were shutting down. And the 23 hospital kept loading her up with painkillers. And that was 24 their treatment, was to load her up with painkillers. And she 25 was out of it. Because people who are suffocating to death are	Page 149 1 don't know what was going on during that time period. 2 Q. And as far as you know, seven or eight months before 3 his death he had not done his new Will or changed his Trust. 4 A. Well, the documents that your law firm provided said 5 he hadn't. As a matter of fact, he confirmed his old 6 arrangement in February before he died. 7 Q. And I noticed that in your Petition lots of places 8 you kept using the phrase "for the last twenty years he has 9 shown, by words and deeds, that he's gonna treat his three 10 children equally." You remember using that phrase a couple of 11 time? 12 A. Yes. 13 Q. That for the last twenty years he — 14 A. Yeah. 15 Q. What about for the last thirty years, or forty 16 years? What do you know, if anything? You've told me for the 17 last twenty he treated you and your brothers equally. What 18 about before then? How did he treat y'all? 19 A. He never talked about money, and I never saw — I 20 have not seen any documents. He did, when he gave the hundred 21 grand, he gave each son a hundred grand, equal amount of money. 22 Q. Okay. 23 A. I think that was a value to him: treating his sons 24 equally. 25 Q. Other than the documents you have challenged in your

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Page 150 1 Petition, where you're treated differently than your brothers 2 as far as your dad's estate is concerned, are you aware of any 3 other documents relative to your mom or dad's estate or their 4 assets where you are treated differently than your two 5 brothers? 6 A. Not really. Not other than you said something about 7 an IRA, and maybe he switched an IRA or something. But I'm not 8 aware of other documents. 9 Q. Would your dad have had any reason, other than 10 because he was under the influence of drugs and medication and 11 your brothers and your mother were pressuring him, would he 12 have ever had any reason that you can think of in the past to 13 have provided less for you than Sloan and Jonathan? 14 A. No, not that I'm aware of. 15 Q. Y'all relationship was never so bad in the past that 16 you feel like he would have favored your two brothers over you 17 in what he left. 18 A. Well, the fact is he didn't. 19 Q. That he didn't...? 20 A. He treated us three — in the formal estate 21 planning documents that I have in my possession, three or four 22 versions, he treated us equally until three weeks before he 23 died. 24 Q. You had conversations with Uncle Ned kind of in 25 connection with all of this. And I don't remember if I asked	Page 152 1 to figure out who might have some knowledge about this 2 situation and your contentions. So I've asked about your 3 conversations with Ned, and that's why I asked about whether 4 you had conversations with your dad's sister. Any other 5 family, cousins or anything, that you have talked to about 6 this, inquired if they knew anything about mom and dad's 7 wishes, or why your mom and dad might've changed things to 8 exclude you? 9 A. Cousins? 10 Q. Just other people. 11 A. I talked to Caroline Sloan at some point. Yeah. 12 But it was a brief conversation, not of any significance. 13 Q. And Caroline Sloan didn't know anything one way or 14 another about the situation, why it was, what it was? 15 A. No. 16 MR. HAYNSWORTH: All right. Tell you what 17 let's do. Why don't we take a ten-minute break. 18 MR. BLINCOW: Gonna reshuffle the deck and — 19 MR. HAYNSWORTH: Gonna reshuffle the deck. 20 Leslie and I are gonna converse and try and find some 21 light at the end of the tunnel. 22 MR. BLINCOW: Yeah, this is good. And 23 we'll be glad to give you ten minutes. 24 MR. HAYNSWORTH: Yeah, let's take ten and 25 let us chat a little and I'll come get you and
Page 151 1 you: Did you and John, Ned's son, talk about any of the issues 2 involved here? 3 A. John Sloan? 4 Q. Yeah. 5 A. No. He was cordial a couple of times I saw Uncle 6 Ned, both at the courthouse and visits to Ned's house. I 7 understand my brother has given him my mother's car. I found 8 that out recently. But I never had any conversations with John 9 about this, no. 10 Q. Other family that you've talked to about this? For 11 instance, your dad's sister? 12 A. Katya? 13 Q. Yeah. 14 A. At my mother's funeral she said that my dad was 15 hurt. That's what I — somehow the topic of the Will came up. 16 And I didn't really press it, but she said, "Your dad was 17 hurt," or something like that. 18 Q. Did you know what she was talking about? 19 A. I assume because of what Sloan did, putting the 20 e-mails in front of his face. 21 Q. But other than your dad was hurt, she didn't 22 elaborate and you didn't press as to what she was talking 23 about. 24 A. No. 25 Q. And the reason I'm asking, Marshall, is just trying	Page 153 1 we'll, hopefully, be heading towards the finish 2 line. But I don't run very fast, so it may take 3 a bit. 4 MR. BLINCOW: Sounds good. 5 (BREAK) 6 Mr. Haynsworth Resuming: 7 Q. Marshall, I think you told me, if I've got the dates 8 correct, that you and Julie came up...was it...you reference 9 this when you said, "Hi," kind of a surprised look. Was that 10 June of '18? 11 A. It was a week after he changed the Will. 12 Q. Okay. 13 A. Yeah. 14 MR. BLINCOW: Or maybe early July. 15 Q. So late June of early July of '18 would be the time 16 frame that you and Julie came up. And you wanted to see your 17 dad and — 18 A. June 25. 19 Q. Okay, June 25. And did you and Julie drive up from 20 Atlanta? 21 A. Correct. 22 Q. Did you tell your parents you were coming? 23 A. No. 24 Q. So it was a surprise when you and Julie showed up. 25 They didn't know y'all were coming ahead of time.

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Page 154 1 A. Correct. 2 Q. And, again, I'm trying to remember this correctly. 3 You had found — the reason you drove up is you found out from 4 Dottie Schipper that your dad was in bad shape. 5 A. Yes. 6 Q. Is that what prompted you and Julie to drive up? 7 A. Well, she said, "Folks are saying their goodbyes." 8 So she made it clear that she thought he was passing away soon. 9 Q. And that was the motivation for you and Julie to hop 10 in the car and come see him. 11 A. Yes. 12 Q. All right. We covered in great detail what you went 13 through as far as the hospitalization and the halfway house for 14 alcohol issues. We talked about therapists you have seen, or 15 treatment you've received, for depression. You ever been 16 treated for bipolar disorder? 17 A. No. 18 Q. Manic depression? 19 A. No. 20 Q. Ever had a diagnosis, or suggested diagnosis, of 21 manic depression or being bipolar? 22 A. No. 23 Q. And, again, short of Irveta looking at her chicken 24 scratch and saying whether you said this, I'm not positive, but 25 I think —and I don't remember the context, Marshall, that we	Page 156 1 there towards the end. But do you still have copies of these 2 hostile notes that your dad sent? 3 A. No. I threw away the card about the hundred grand. 4 Q. One was about the hundred grand, and you've alluded 5 to one about five years earlier than the e-mail that was sent, 6 saying, "Due to our years of discord..." The one about five 7 years earlier, where your dad sent some other note —you 8 might've said about the hundred grand, I don't remember— that 9 is also one you wouldn't still have? 10 A. I'm trying to find the e-mail. It's in this pile 11 that I think John gave me, that you gave him, or something. 12 June 17th, 2014. "I have the impression that you'd like to 13 completely disassociate yourself from your mother and me." 14 Q. Well, if John gave that to you based on stuff that I 15 gave to John, then that would suggest that I already have it. 16 But could I borrow your copy and make a copy? Because I don't 17 know if I could find mine. 18 (Off record to copy document) 19 (RESPONDENTS' DEPOSITION EXHIBIT NO. 13 MARKED AND ENTERED) 20 Mr. Haynsworth Resuming: 21 Q. The letter that we marked as Exhibit 13 is the 22 e-mail you were kind enough to provide me a minute ago from Jim 23 Shoemaker to you dated June 17, 2014. "I have the impression 24 that you would like to completely disassociate yourself from 25 your mother and me — to which we are agreeable. The
Page 155 1 were talking about it— but I think you said that your dad 2 from time to time would send you hostile — I have the phrase 3 "hostile notes" written down. Do you recall saying your dad 4 sent you, — 5 A. Yes. 6 Q. — on occasion, hostile notes? 7 A. Yes. 8 Q. I wanna explore that a little more with you. When 9 you say notes, would it be handwritten notes, or e-mails, or 10 both? 11 A. Let's see. The one about the hundred grand was 12 handwritten. He sent an e-mail, which you have a copy of, 13 about — he got mad about something and threatened to not 14 talk to me. 15 Q. That was the one that, "Given our years of discord, 16 I no longer wish to" — 17 A. No, it was a different one. 18 Q. Okay. 19 A. It was five years previous. Something like, "I 20 wanna see your children but I'm not gonna talk to you anymore." 21 Q. Any other hostile notes that you recall receiving 22 from your dad? 23 A. No. 24 Q. Do you still have the — and I've got the e-mail, 25 of course, because it's one of the exhibits, that was sent	Page 157 1 relationship since you left for Princeton has always been sour 2 most of the time. Is that what you would like to do? We will, 3 of course, stay in touch with your adult children as much as 4 possible. Dad." 5 Do you know what, around June of '14, led your dad 6 to be under the impression that you wanted to completely 7 disassociate yourself from him and your mother? 8 A. Well, I don't remember. But Princeton was always a 9 burr in his saddle. Because I got into Princeton, Yale and the 10 University of Virginia, where he went. And he said, "You can't 11 go to Yale," and I didn't wanna go to UVA, so I went to 12 Princeton. So he always resented that. So he identified 13 Princeton as the cause of me...I don't know, being an 14 autonomous individual or something. 15 Q. All right. Well, was there anything — I mean, is 16 this e-mail he sent you in June of '14 where he thinks you want 17 to disassociate yourself from him and your mom, is that just 18 the culmination that he's pissed about you going to Princeton? 19 Or did something happen closer in time? 20 A. No, it was his practice that if I disagreed with him 21 about something —such as the divorce, or whatever— he'd go 22 off the handle and try and power-drive me to conform to 23 whatever his wishes were. And I don't remember what this 24 argument was about. 25 Q. Do you recall if you responded to this e-mail?

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Page 158 1 A. Like all of his notes, they hurt my feelings and, in 2 general, I didn't respond to them. There was one that you've 3 got copies of where I did respond where my mother and — well, 4 they withdrew an invitation to go to Lake Toxaway. 5 Q. I do have that one. I recall that. 6 A. So just sort of part of the process. 7 Q. So no particular event triggered this June '14 — 8 A. Not that I'm aware of. I don't know. I don't 9 remember. 10 Q. Okay. Marshall —and part of this is housekeeping— 11 —I'm gonna ask you about a couple more exhibits. But we've 12 marked a number of exhibits that we have not specifically 13 talked about. Because we've generally talked about them in the 14 context of the importance of some of the 15 e-mail. They're part of the document production you gave me, 16 so we talked about them there. I've got some of the same ones 17 separately marked as exhibits. But what I'd like to do is just 18 run through some of the other exhibits and confirm that they 19 are what I think they are. Because I don't wanna attach an 20 exhibit that you don't have any clue what it is or the position 21 that...that it shouldn't be an exhibit. 22 So we've looked at and gone over Exhibit 1, your 23 Petition. We're square on that. I think we've covered that. 24 Take a look in your stack at Exhibit 2, which should be a copy 25 of your Amended Petition. And if you'll just confirm for us	Page 160 1 MR. BLINCOW: That's correct. 2 Q. Will and Testament, I think. 3 A. (Reviewing Exhibit 7) 4 Q. You now recall you've actually seen that before; 5 right? 6 A. Correct. 7 Q. Now, you talked earlier, with regard to your dad, it 8 seemed to be a big deal to you that the pages were not 9 initialed. I noticed that the pages on your mother's Will are 10 initialed. Does that signify anything in particular to you 11 about your mom's Will versus your dad's will, other than there 12 are initials on hers and not on his? 13 A. It seemed like he initialed all the previous 14 versions, so I thought it was curious that he didn't. 15 Q. Well, your mom initialed this version as well. Does 16 that, in your mind, make it more legitimate, or more valid, 17 than had she not initialed every page? 18 A. Well, speaking in general terms, yes. But in terms 19 of my mother, I don't think she had any — she was just doing 20 whatever my father told her to do. 21 Q. Okay. So you believe that your father exerted undue 22 influence on your mother to get her to do this Will that we've 23 marked as Exhibit 7? 24 A. Yes. 25 Q. And was that undue influence put upon her when she
Page 159 1 that Exhibit 2 is a copy of the Amended Petition you filed in 2 Probate Court. 3 A. Yes, that appears to be correct. 4 Q. Okay. And we've talked about 3 and 3a already. 5 Those are the Interrogatories and Document Requests. So we've 6 talked about those. 7 Take a look at Exhibit 5. That appears to be the 8 e-mail, or one of the e-mails, between you and Sloan that we 9 went over in the context of talking about the e-mails earlier. 10 Exhibit 6 is also — it is the same e-mail that was 11 included in your document production responses but I've also 12 separately marked as Exhibit 6. That's the e-mail that you got 13 from your dad's e-mail address, that, "In light of our years of 14 discord, I do not wish to speak to you..." 15 Exhibit 7 is your mom's Will. Or —let me back up— 16 — I represent to you that Exhibit 7 is your mom's Will. I 17 think you told me maybe that you haven't seen it. 18 A. I have seen it. I forgot I've seen it. This was 19 signed the same day as the other documents in my father's 20 estate. 21 Q. Correct. This is the Will that, as I understand it, 22 you are now challenging, through Mr. Blincow, relative to your 23 mom's estate. 24 A. Okay. 25 Q. Well, —	Page 161 1 did this document? She was under that influence when she 2 signed this document? 3 A. Yes. 4 Q. Okay. It appears that — well, on the back, on 5 Page 13, there's a provision in the middle that says, "I, Mary 6 Shoemaker," etcetera, and it's dated. It says, "I signed it 7 willingly...that I execute it as my free and voluntary act for 8 the purposes therein expressed, and that I am eighteen years of 9 age or older, of sound mind, and under no constraint or undue 10 influence." 11 You believe when your mother signed below that, that 12 that information above is incorrect; she was not exercising 13 this as her free and voluntary act, and she was not of sound 14 mind, and was under undue influence. 15 A. No. Family members used the term "crazy" when they 16 described my mother. I would not use that term, because I 17 think it's very derogatory. But other family members have. 18 Q. Well, you disagree, I assume, with her 19 representation on Page 13 that she of sound mind and this was 20 her voluntary act. 21 A. Correct. 22 Q. And similar to what I asked you about your dad and 23 the witnesses to his execution: You've not talked to Carl 24 Muller or Amos Workman, who indicate that they witnessed your 25 mother sign this document and that, to the best of their

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Page 162 1 knowledge, your mom was of sound mind and under no undue 2 influence. You have not talked to either one of them. 3 A. No. 4 Q. Can you think of any reason that Carl Muller and Mr. 5 Workman would sign this document and lie? That they would 6 represent that, to the best of their knowledge, your mom was 7 not under any undue influence, if they knew that she was? 8 A. First of all, I'm not — I'm not — I don't know 9 that they're qualified to determine whether somebody's of sound 10 mind. My mother had a diagnosed case of Sundowner's syndrome, 11 which, when we get her medical records, it will be obvious. 12 Q. Okay. 13 A. Many people in the family are aware of her infirmity 14 of mind. 15 Q. And when did her infirmity of mind first begin? 16 A. I don't know. I think five years before she died. 17 But the Sundowner's syndrome I probably heard of for three 18 years before she died. But I'm not real clear on it. 19 Q. And you think that her infirm mind began five years 20 before she died, based on her — 21 A. My observation of her behavior. 22 Q. All right. Let me get you to take a look at Exhibit 23 8, Marshall. It is a Memorandum Regarding Personal Property 24 from your mother. Appears to have been executed, actually, 25 before, earlier — or, excuse me, I'm sorry — after. July	Page 164 1 talk about them, that's fine with me. If y'all don't need or 2 want to do that, then that's fine, too. 3 A. What is this 11? 4 Q. Eleven (Exhibit 11) is the transcript of the 5 hearing, where you came to court, and Uncle Ned was there with 6 Cousin John. 7 THE WITNESS: How about we go talk about these 8 two? 9 MR. BLINCOW: Just one second. 10 MR. HAYNSWORTH: Sure. Absolutely. 11 (Mr. Blincow and the Witness out briefly to confer) 12 Mr. Haynsworth Resuming: 13 Q. Before we go to that, Marshall, our court reporter 14 pointed out, I left one out when we were kinda going through 15 the laundry list. Exhibit 4. That is also one of the e-mails 16 that we have already talked about, because it's in the batch of 17 e-mails that you collectively produced to me. I just want to 18 make sure you and I — 19 A. Yeah, I agree. 20 Q. Okay. Because I forgot to ask about it, and now 21 I've covered that. All right. So we'll go back to the ones 22 that you and John just went out and had a chance to talk about. 23 Exhibit 9 appears to be a First Codicil to the Last 24 Will and Testament of your dad. And the Codicil, or the 25 document, appears to have been executed on July 20th of 1994.
Page 163 1 2nd, 2018. The Will was June 24th, 2018. 2 Had you seen this memo regarding personal property 3 before this lawsuit? 4 A. No. There's a lot of documents I haven't seen here. 5 Which kinda surprises me. I thought that you were under 6 obligation to produce these? 7 Q. Well, as you and I have talked about before, you 8 asked for documents, I asserted objections to some of the 9 documents. And the way around that, absence an agreement, is 10 to file a Motion to Compel and convince the court that I am 11 wrong and you are right and you're entitled to documents. So I 12 have given you the documents that I intended to give you. And 13 I'm sure if John thinks there are some more that you're 14 entitled to, he and I will talk about that and probably get it 15 worked out. And, if we don't, that's why they have the people 16 in the black robes, to be the tie-breakers for us. 17 Take a look, if you would, at Exhibits 9 and 10. 18 MR. BLINCOW: I do not think he's seen these. 19 A. Nope, I have not. 20 Q. Well, I'll tell you what the rules provide. If 21 you've not seen them before now, it is not fair for me to start 22 asking you questions after I stick 'em in front of you. And 23 you can actually go over them with your lawyer and talk about 24 them and I'm not gonna ask about y'all's conversation. So if 25 you and John wanna take a minute and go look at 9 and 10 and	Page 165 1 As I understand it, you had not seen these documents before 2 this lawsuit and, in fact, had not seen them until perhaps 3 today. 4 You've told me a couple of times you really weren't 5 aware of your dad's estate plans until he passed and you 6 started asking for documents. 7 A. Well, that's not exactly correct. In 2010, he sent 8 me a letter and I became aware of the Irrevocable Trust. 9 Q. Okay. 10 A. I was not aware of his Revocable Will until after he 11 died. 12 Q. All right. We talked about, a lot, the fact that in 13 your Petition a number of places you represented that for the 14 last twenty years your father had clearly shown that his 15 intention was to treat all three of his sons equally. And you 16 believe the only reason you were cut out was because your dad's 17 mind was so weakened and so influenced that he cut you out and 18 he didn't really mean it. 19 A. And he was provoked. 20 Q. And he was provoked. 21 A. And engineered. 22 Q. Okay. These Codicils to your dad's Will, Exhibit 9, 23 and to your mom's Will, Exhibit 10, were both done back in July 24 of 1994. More than twenty years ago. And if you look at 25 either document, in Item One of Codicil: "I hereby amend My

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Page 166 1 Will by deleting paragraph (5) of Item XVII of My Will in its 2 entirety and by substituting in lieu thereof the following new 3 paragraph (5)... 4 "For all purposes of this Will, all references 5 herein to 'my child(ren)', 'child(ren) of mine,' 'my issue,' 6 'issue of mine,' 'my descendants', 'descendants of mine' and 7 similar terms shall not include my son, JAMES MARSHALL 8 SHOEMAKER, III, and his issue, descendants and heirs. It is my 9 intention not to make any provision in this Will for JAMES 10 MARSHALL SHOEMAKER, III and his issue, descendants and heirs, 11 and this Will shall be construed accordingly." 12 Do you read that as I do, to cut you and your kids 13 out of his Will as it existed back in 1994? 14 A. I don't know where you're getting '94. I read April 15 23rd, 1991. 16 Q. Well, the document was executed in 1994. The 17 amendment to his Will of April of '91 is amended when your mom 18 and he signed this Codicil to it in July of '94. 19 A. Uh, in July of 94... 20 Q. Yeah. Why'd your parents cut you out of the Will? 21 A. Well, I'm trying to get the dates straight here. So 22 my daughter was born in April of '92 and my son was born in 23 August of '94. That is the time period in which I said, "Dad, 24 I wanna negotiate my way out of that real estate property," and 25 he flipped out.	Page 168 1 Q. So much rage — 2 A. Yes. 3 Q. — that he didn't acknowledge — 4 A. Yes. 5 Q. — your son? 6 A. Yes. This insane rage of his. Which, when we were 7 children, was very physical. And when I was too big and Sloan 8 was too big to take it, for him to dish that out anymore, it 9 just became emotional terrorism and manipulation. I don't know 10 why he changed his mind two years later. Maybe he came to his 11 senses. 12 Q. Do you have any evidence to believe that back when 13 he executed Exhibit 9 and your mom executed Exhibit 10, in July 14 of '94, that either one of them were not of sound mind or under 15 any sort of undue influence? 16 A. Well, I don't know if you consider rage sound mind 17 or not. 18 Q. Other than they were mad —a rage— do — 19 A. Well, this pattern is part of the alcoholic family 20 where everyone's trying to control each other all the time. So 21 I don't know whether you call that sound mind or not. I 22 wouldn't call it sound mind. 23 Q. Well, now that you've seen these documents — I was 24 talking to you and trying to give a hypothetical earlier, and 25 you said, "Well, I'm not gonna respond to hypotheticals."
Page 167 1 Q. So your mother and father cutting you out of their 2 Wills in July of 1994, you believe, was in response to your dad 3 getting mad at you because you wanted to extricate your 4 interest in the property that you and Sloan and Jonathan 5 shared, the gas station. 6 A. Correct. And then I had a friend of mine who was a 7 lawyer write him a letter and state that that's what we wanted. 8 I don't remember exactly when my friend wrote that letter, but 9 my father responded as if I sued him. So, apparently — he 10 attended my graduation from business school in, I believe, June 11 of '94, and that's when we started talking about the...you 12 know, the last distribution, which was coming up in December of 13 '94. 14 Q. All right. Well, when your mom and dad, back in 15 1994 cut you and your kids out, thereby, as of 1994, treating 16 you much differently than Sloan and Jonathan, was it because 17 neither of your parents were of sound mind to have been able to 18 validly execute these documents? 19 A. It was because my father did not tolerate dissent 20 and he went nuclear, like he's done many times in our 21 relationship. 22 Q. All right. 23 A. And he had so much rage that, when my son was born 24 in August of '94, he didn't even acknowledge him, his own 25 grandson.	Page 169 1 You've now seen the document in front of you, signed by your 2 mother and father, cutting you out of their Wills, as long ago 3 as 1994. Did their unsoundness of mind begin decades ago? 4 Have they been unable to validly express their wishes as to 5 what they wanted done with their estate from that far back? 6 I'm trying to get a handle on why they would do this twenty, 7 thirty-odd years ago. 8 A. I just explained it to you. 9 Q. It's the alcoholic rage and he was mad. 10 A. No, that's part of it. The other part was, is I 11 questioned how he was handling my grandfather's estate. 12 A. And this is his response to being challenged. 13 Q. "You challenge me, buddy, I'll cut you out." 14 A. Yeah. He used to verbally talk about that. We'd 15 get into a discussion and he goes, "Well, do you wanna be in my 16 Will?" I mean, he was constantly dangling that carrot. 17 Q. So the documents that bring us here today in the 18 lawsuit, and these back in 1994 that we're talking about, those 19 weren't the only two times, at least, he discussed cutting you 20 out of his Will. 21 A. No, he never discussed cutting me out of his Will. 22 Q. Okay. He would threaten, "Do you want" — he would 23 ask it — 24 A. He would indirectly threaten it. 25 Q. "Do you wanna be in my Will?"

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Page 170 1 A. Correct. 2 Q. And those would come up in the context of you were 3 bucking up to him and he was going to show you who was going to 4 win the argument. 5 A. Exactly. Yeah, it's quite painful and astonishing 6 to see these documents. Ha! I had two small children and 7 it's, "Fuck you and your father." 8 Q. I don't really have any questions about the 9 transcript, (Exhibit 11) other than you do recall going to 10 court and us talking to the judge about the Petition, and... 11 You have no reason to think this is not the conversations we 12 were all having in court. 13 A. Makes sense to me. 14 Q. Back in July of '94 —these Codicils where you were 15 cut out that we're talking about— to your knowledge, were 16 your mother and father under the influence of any type of drugs 17 during this period of time? 18 A. Sure. 19 Q. What drugs were they under the influence of? 20 A. My father drank like a fish from the day he went to 21 college, I imagine, and my mother has always been in an altered 22 state. But I don't know that for sure, because I didn't 23 have...you know, I'm just guessing. People don't overnight 24 start abusing alcohol and drugs. 25 Q. Are you keeping your Uncle Ned appraised of the	Page 172 1 be good to have a conversation with them about their estate 2 plans. I think it was before I got that letter in 2010. It 3 might've been in the late '90s or something. And I was 4 rebuffed. 5 Q. Did you —and I'm not gonna try and quote you, 6 because I can't— but did you say words to the effect —and 7 this is specifically with reference to talking to Jonathan— 8 that you guys needed to get organized as to your parents' 9 estate because it was y'all's money? 10 A. No. 11 Q. Or words to that effect? 12 A. That's a lie. 13 Q. That's a lie? 14 A. And he's a coward for not putting that in print. 15 MR. BLINCOW: Don't — no. Stop. 16 Q. Well, as you — 17 A. There. You just had a good example of what my 18 brothers do to undermine me right there. 19 Q. They tell lies? 20 A. Correct. 21 Q. Did you attend —and I can't put an exact time 22 reference on it, but I can tell you it would have been within 23 the last year of your dad's life— did you ever attend any 24 meetings with your dad and Leslie Moore, or Ben Clauss, or any 25 of the people who had knowledge of your dad's estate, to go
Page 171 1 goings on? I think we covered that he knew the hearing was 2 coming up when it came up because he just went on the court's 3 website and somehow found out about it. Are you still 4 communicating with him about what all's going on? 5 A. No. We have an ongoing relationship but I do not 6 keep him appraised in detail about what's going on. 7 Q. Y'all still talk, just not about this. 8 A. Yes, we talk. 9 MR. HAYNSWORTH: I'll tell you what, Marshall, 10 let's take another five-minute break. I might be 11 finished. If I'm not, I won't have much — hopefully, 12 I will be. But let us talk one more time, talk to 13 the other defendants. 14 (BREAK) 15 Mr. Haynsworth Resuming: 16 Q. Marshall, have you ever had occasion to discuss with 17 Sloan or Jonathan —this is obviously before you dad had 18 passed, or your mom— did you ever have occasion to discuss 19 with them, trying to make any plans, where you kids maybe need 20 to get organized and figure out...Mom and Dad are gettin' kinda 21 older, we need to get organized about who's gonna take care of 22 them? Do you recall any discussions like that with either of 23 your brothers? 24 A. Yeah. I recall writing them letters, or e-mails, 25 years before all of this recent stuff, suggesting that it would	Page 173 1 over his estate with them? 2 A. No. 3 Q. Do you know if either of your brothers had a meeting 4 with your dad and Leslie, or Ben Clauss, or any other people 5 who had knowledge of your dad's estate? 6 A. No. I don't know anything about it. 7 Q. Okay. If there was a meeting involving your dad and 8 your brothers and you weren't there, can you think of any 9 reason why your dad would have excluded you from such a 10 meeting? 11 A. In my mind it didn't happen and I don't have an 12 opinion about it. 13 Q. Okay. And if it did happen, we'd just have to see 14 what your opinion was at that time. 15 A. I don't know that it happened. Do you have 16 documents to say it happened? 17 Q. No, I don't have any documents that say that. 18 A. Man. You guys play a nasty game. 19 Q. What's that? 20 MR. BLINCOW: No, let's just finish up. 21 A. You lawyers. 22 Q. What do you perceive has been nasty? 23 A. Just your behavior. Not producing documents. 24 Producing them later. Threatening me constantly. Maneuvering. 25 This whole gamesmanship of civil procedure, it's just a nasty

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Page 174 1 game. 2 Q. Well, the Rules of Civil Procedure existed before I 3 came into the profession. I can't speak to why they're there 4 or whether they're a good idea or bad idea. They're just the 5 rules. 6 A. I don't even think you're following the rules, 7 though. Because it seems to me — 8 MR. BLINCOW: Well, we're not gonna — 9 A. — that the ethics of discovery is, you produce. 10 You don't withhold and force somebody to take you in front of a 11 judge to produce. That's just gamesmanship. 12 Q. Well, again, Marshall, I won't get into why the 13 rules are the way they are and mechanisms to address 14 disagreements as to discovery. But, you know, the good news is 15 that you've now retained a lawyer. So you won't have to worry 16 about the rules and your perception of how they apply and 17 whether I'm dealing fairly under those rules. Because Mr. 18 Blincow is here with the training to address those issues for 19 us. 20 MR. HAYNSWORTH: I think, Marshall, unless Mr. 21 Blincow ask you any questions that prompt me to ask 22 you any more, that I am finished. 23 MR. BLINCOW: I don't have any questions. 24 He is gonna read and sign. 25 (Deposition concluded at 3:24 p.m.)	
Page 175 STATE OF SOUTH CAROLINA) : CERTIFICATE COUNTY OF GREENVILLE) Be It known that I took the deposition of JAMES MARSHALL SHOEMAKER, III; That I was then and there a Notary Public in and for the State of South Carolina-at-Large; That by virtue thereof, I was duly authorized to administer an oath; That the witness was by me first duly sworn to testify the truth, the whole truth, and nothing but the truth concerning the matter in controversy aforesaid; That the foregoing transcript of pages 4 through 174 is a true and correct transcript of the testimony given in this matter; That I am not related to nor an employee of any of the parties hereto, nor a relative or employee of any attorney or counsel employed by the parties hereto, nor interested in the outcome of this action. WITNESS MY HAND AND SEAL this 29th day of July, 2020. _____ Irveta J. Shouse Notary Public for South Carolina My Commission Expires: 07/24/2022	

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Transcript of the Testimony of
LESLEY R. MOORE

November 24, 2020

In the Matter of:
SHOEMAKER v. SHOEMAKER, et al

IRVETA J. SHOUSE/IJS
Court and Deposition Reporter
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STATE OF SOUTH CAROLINA)
: IN THE PROBATE COURT
COUNTY OF GREENVILLE)
James Marshall Shoemaker, Jr.,)
: Decedent.)
: James Marshall Shoemaker, III,)
: Petitioner,)
: -vs-) Case No: 2018-ES-23-01729
: Lesley R. Moore, Esq. as Personal)
: Representative and Trustee,)
: Edward Sloan Shoemaker, and)
: Jonathan Evans Shoemaker, as)
: Beneficiaries,)
: Respondents.)

DEPOSITION OF LESLEY R. MOORE

PURSUANT to Notice and/or agreement between the parties,
the deposition of Lesley R. Moore, called by the Petitioner,
was taken commencing at the hour of 10:20 a.m. on Tuesday,
November 24, 2020, in the offices of Brown, Massey, Evans,
McLeod & Haynsworth, LLC, Attorneys at Law, 106 Williams
Street, Greenville, South Carolina.

IRVETA J. SHOUSE, Reporter

LESLEY R. MOORE
November 24, 2020

Page 2 APPEARANCES: BLINCOW GRIFFIN LAW 126 Meeting Street Charleston, SC 29401 BY John K. Blincow, Jr., Esquire On behalf of the Petitioner BROWN, MASSEY, EVANS, McLEOD & HAYNSWORTH, LLC 106 Williams Street Post Office Box 2464 Greenville, SC 29602 BY Knox L. Haynsworth, III, Esquire On behalf of the Respondents Also Present (By Zoom Teleconference) Marshall Shoemaker Edward Sloan Shoemaker Jonathan Evans Shoemaker STIPULATIONS: This deposition is taken pursuant to the South Carolina Probate Court Rules of Civil Procedure; reading and signing of the deposition by the witness are expressly reserved. EXHIBITS: Copy of handwritten letter from James M. Shoemaker, Jr. to Marshall Shoemaker dated 8/12/2010, marked for identification as Petitioner's Exhibit No. 1, is attached hereto as part of this record.	Page 4 1 have a question you need to direct that to me as opposed to Mr. 2 Haynsworth. 3 All right. We spoke a moment ago, but can you tell 4 me where you are employed? 5 A. I'm employed at Freeman & Moore, which is my law 6 firm. 7 Q. And as we talked about a moment ago, Mr. Freeman 8 passed away five or six years ago? 9 A. 2014, yes. 10 Q. All right. And so are you in practice by yourself 11 at this point? 12 A. Yes, I am. 13 Q. And prior to Freeman & Moore, you were an attorney 14 at the Wyche Firm. 15 A. Yes. 16 Q. For how long were you there? 17 A. 1988 to 2011. The very end of 2010. 18 Q. And I take it that your practice is...what? 19 A. Estate planning, probate and trust. 20 Q. What functions do you have with regard to Mr. 21 Shoemaker's estate plan? 22 A. I drafted his estate plan, and supervised the 23 execution of it. 24 Q. And so you serve as the Trustee of — 25 A. Yes, that's correct. I was the Personal — named
Page 3 1 LESLEY R. MOORE, having first been duly sworn to 2 tell the truth, testified on her oath as follows: 3 EXAMINATION 4 By Mr. Blincow: 5 Q. Good morning. 6 A. Good morning. 7 Q. Would you give us your name for this record, please. 8 A. Lesley, L-e-s-l-e-y, Moore, M-o-o-r-e. 9 Q. Ms. Moore, my name is John Blincow, we've met a time 10 or two before. I represent Marshall Shoemaker in this case in 11 Probate Court in Greenville County. And obviously you're a 12 party and so I'm here to take your deposition. Thank you for 13 coming so close to Thanksgiving. You understand that you're 14 under oath this morning? 15 A. Yes, sir. 16 Q. And we need to be careful to get as good a record as 17 we can get. So if I ask a question that you don't understand, 18 will you please stop me and I'll be happy to start over again. 19 A. Yes, sir. 20 Q. Also, would you please answer the questions as 21 completely as you can. If you have some information that fits 22 with what I'm asking, go ahead and give me that information. 23 All right? 24 A. Yes, sir. 25 Q. Also, you understand that, once we start, if you	Page 5 1 the Personal Representative with Mrs. Shoemaker, and the 2 Trustee of his Irrevocable Trust with Mrs. Shoemaker. 3 Q. All right. Let me just dive in here. 4 A. Sure. 5 Q. In October we got some Supplement Discovery 6 Responses, and I don't know if you've seen them but I wanna 7 tick through and make sure I understand what's in the Trust and 8 what didn't pass into the Trust, okay? 9 A. Sure. 10 Q. First of all, there was an Irrevocable Trust that 11 was set up; is that correct? 12 A. Correct. 13 Q. Tell me about that, please. 14 A. That was what we typically call a life insurance 15 trust that he created, gosh, I think in the early '90s. It 16 owned a second-to-die policy, and I believe it was 4.9 million 17 second-to-die policy. And I created that for him and he funded 18 it. He and Mrs. Shoemaker funded it over the years. 19 Q. And is the single asset that was in the Irrevocable 20 Trust the life insurance policy? 21 A. Yes, that was it. 22 Q. And I apologize, but tell me what is meant by a 23 second-to-die policy. 24 A. It's a life insurance policy that insures two lives, 25 and it pays off at the second death. So it paid off at Mrs.

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Page 6 1 Shoemaker's death. 2 Q. And is that trust closed now at this point? 3 A. No, it's not. Cary Hall, who is a lawyer at the 4 Wyche Firm, and I are the co-trustees of that trust. And at 5 the death of Mrs. Shoemaker, the funds were collected and then 6 they were separated and sent to separate trusts that are 7 described and required to be funded in the actual trust 8 document. 9 Q. Got it. 10 A. With the exception of the share for Jonathan. He 11 received his outright, per the trust document. Sloan's share 12 is in a trust for him. And then a sixth was put in a trust for 13 Marshall's children, and then a sixth in a trust for Marshall. 14 Q. Help me understand why Jonathan received his share 15 of the trust, the trust benefits, and the other two sons did 16 not. 17 A. That's what the trust instrument provides. 18 Q. Well, do you know why Mr. Shoemaker set it up that 19 way? 20 A. Set it up that way? Well, '92 is stretching my 21 memory a little bit. But I think he felt that Jonathan was 22 very responsible with his money, and very stable. And I think 23 he felt very comfortable that he could manage things well. 24 Q. Okay. 25 A. And then for Sloan, I think he felt like it would be	Page 8 1 received any requests for disbursements from Marshall's trust 2 and have not made any. And we've not received any requests for 3 disbursements for Mary or Peter. 4 Q. The two children. 5 A. Right. 6 Q. All right. And I believe I know the answer to this: 7 But why did Mr. Shoemaker set it up one sixth/one sixth for 8 Marshall and his two children? 9 A. Well, as I recall, around that time, Marshall may 10 have been either experiencing some marital problems, or 11 starting the divorce, or whatever. So I think that Shoe — 12 and I'm always gonna call him Shoe, I'm sorry, instead of Mr. 13 Shoemaker. 14 Q. I never called him Shoe. 15 A. I'm gonna call him Shoe. And he wanted to also make 16 sure that his grandchildren were protected and provided for. 17 Because they were young at the time, and he wanted to be sure 18 that they were taken care of. 19 Q. And was that, was the life insurance trust, changed 20 to reflect that one sixth/one sixth? I mean, when it was 21 originally set up, was it — 22 A. It was originally set up that way. 23 Q. Oh, it was? 24 A. Yes. 25 Q. I see.
Page 7 1 helpful for him to have some assistance with money management 2 and investment assistance and that kinda thing. 3 Q. Got it. And so the 4.9 million, a third of it 4 would've been disbursed to Jonathan. 5 A. Correct. 6 Q. A third of it went into a Sloan trust. 7 A. Uh-huh. 8 Q. Which is being managed by Merrill Lynch? 9 A. It is. It is. 10 Q. And a sixth went to Marshall and a sixth went to his 11 two children. 12 A. In trust. 13 Q. In trust. 14 A. Uh-huh. 15 Q. And those are also being managed by — 16 A. Merrill Lynch. 17 Q. — Merrill Lynch. 18 A. Yes. 19 Q. And are regular disbursements being made from that 20 life insurance trust? 21 A. For whom? 22 Q. Either of those — either Jonathan — either 23 Marshall or Sloan. 24 A. Sloan has requested some distributions. And Mr. 25 Hall and I have made some disbursements to him. We've not	Page 9 1 A. It couldn't be changed. 2 Q. Once it — 3 A. It couldn't be changed. The only change that 4 happened over the years was the trustee changed. But it was 5 irrevocable. 6 Q. Did you ever see correspondence from Shoe to 7 Marshall explaining why it was different in his case? Meaning 8 one sixth for him and one sixth for the children? 9 A. I do recall, I think, a letter he wrote to Marshall, 10 and I think Sloan, too. And I think I have a — I think I was 11 given a copy of it, yes. 12 Q. When would the work of the trustee with regard to 13 the life insurance trust end? In other words, there's a fair 14 bit of money that's being managed by Merrill Lynch. Is there 15 some provision in the trust where the trust will be distributed 16 and end? 17 A. Well, for Sloan and Marshall, those trusts could 18 conceivably last for their lifetimes, and will terminate at 19 their respective deaths. For the grandchildren, I can't 20 remember. I think it's held as one fund until one of them, 21 maybe Peter, is a certain age and then maybe it divides. I 22 can't remember. But that trust will terminate at some age for 23 them, I think. 24 Q. I see. That, I guess was what I was asking. 25 A. Uh-huh.

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Page 10 1 Q. And the way it would work now is: Sloan or Marshall 2 would have to ask the trustees for a disbursement. 3 A. Yes. And it might be good to understand, too, that 4 the provisions for distributions for Sloan are different than 5 the provisions for the distributions for Marshall. They're 6 separate trusts and there are different provisions. 7 Q. Tell me about that, please. 8 A. Well, —and I may not recall perfectly— but as I 9 recall, the trustees have more discretion to distribute income 10 and principal to Sloan for, I would describe it as a broader 11 standard. For Marshall, the provisions are discretionary for 12 income only to him, for, I believe, health maintenance and 13 support. But I don't believe that the trustees have any 14 discretion over principal for him. So there are different 15 standards that were put into the original trust. 16 Q. Uh-huh. And how about for Marshall's children, how 17 was that handled? 18 A. As I recall —and if you want me to look at it, I 19 can tell you— but I believe it stays as a pot for them until 20 Peter reaches a certain age. I believe that during that time, 21 distributions can be made to them for health, or support, or 22 education. As I recall. But they have not asked for anything, 23 so I haven't really consulted it. 24 Q. Sure. And it would be spelled out in the trust 25 documents.	Page 12 1 Q. To the extent you know, is that a function of those 2 children's ages? In other words, by the — Marshall's two 3 children were older and perhaps out of school when he set up 4 529s for his other grandchildren? 5 A. I believe, yes. Yes. 6 Q. All right. Again, another thing that came up: 7 Later, in the last four or five years of Shoe's life, I believe 8 I understand from Jonathan's testimony that his day-to-day 9 finances, or month-to-month finances, were really a Merrill 10 Lynch account that had a checking component and maybe a credit 11 card. 12 A. Yes. 13 Q. Is that how he managed... I don't know if he had a 14 mortgage payment, but whatever the monthly payments and 15 expenses would be, how did he manage that? 16 A. I believe so. I wasn't involved in the day-to-day. 17 But I know that he made a concerted effort in the last few 18 years to sort of consolidate things and have things sort of 19 under one roof. And he had a lot of confidence in Merrill 20 Lynch, so I think he used them primarily. He and Polly had a 21 joint bank account at a local bank, but I don't think that they 22 used that much. I think Merrill Lynch was their major account. 23 Q. Right. This discovery response —and I apologize, 24 I don't have a copy— but it says at the time of Shoe's death 25 there was a United Community Bank —
Page 11 1 A. It is. It is, yes. 2 Q. And to be fair to you, we took Jonathan's deposition 3 yesterday and one thing that came up, maybe in the exhibit that 4 was marked, there was an e-mail from the guys at Merrill Lynch 5 to Jonathan about, "Hey, we're funding a 529 account for your 6 children." 7 A. Uh-huh. 8 Q. My question is: Did Mr. Shoemaker make provision 9 for education of Marshall's two children? 10 A. Well, I don't know that I know that answer. He did 11 not set up 529s for them. Of course, they're a good bit older. 12 I believe that he provided some educational assistance along 13 the way for them, but I don't think he ever set up 529s. I 14 could be wrong. 15 Q. Okay. 16 A. I remember that he was — he bragged about Peter 17 getting a great scholarship to Georgia Tech. So I'm not sure 18 that he did a lot of college assistance, but I think they did 19 some — 20 Q. Private. 21 A. — private school. But he did not do 529s. 22 Q. And did Mr. Shoemaker —Shoe— set up 529 accounts 23 for Sloan's children? 24 A. I believe he did. I believe he did. They were 25 younger, and I think — yes.	Page 13 1 A. Uh-huh. 2 Q. — account with a balance of thirty-four thousand 3 bucks. 4 A. Uh-huh. 5 Q. But this would be consistent with Jonathan's 6 testimony, which is, if he went to lunch, he would use a 7 Merrill Lynch credit card that was attached to a Merrill 8 Lynch — 9 A. That's right. 10 Q. All right. And whatever bills, you know, 11 drycleaners, or pharmacy, or grocery store, all that, you 12 believe, was handled from that — 13 A. I believe so. Yes, I do. 14 Q. How was that checking account funded? 15 A. Which checking account? 16 Q. The Merrill Lynch account. I'm sorry. 17 A. Well, I think the — well, let me go back. They 18 both had —or he had— a CMA account at Merrill Lynch that 19 probably threw off dividends and interest. So that could've 20 been a source for funding. But he also, of course, had to take 21 an RMD from his IRA every year. And my guess is —I'm not for 22 sure— that that would have been the major resource that would 23 have flowed in to provide cash for their — 24 Q. Day to day. 25 A. Is that what you're asking?

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Page 14 1 Q. It is. 2 A. Yeah. 3 Q. Would he take the RMD annually, or monthly, or 4 quarterly? How did that go? 5 A. I don't know. Martha Louise could tell you that. I 6 don't know. 7 Q. All right. And let me make sure I'm understanding. 8 You mentioned he had a CMA account. 9 A. Uh-huh. 10 Q. And is that first part of your last answer, whatever 11 interest it generated would be available for — 12 A. Would've been available if he needed it, right. 13 Dividends. Uh-huh. 14 Q. But, far and away, your best understanding would be 15 the RMDs from his IRA account... 16 A. ...funded their lifestyle. Yes, that's right. 17 Q. Okay. Now, did Shoe handle all of that, or did he 18 have someone that would...a bookkeeper? Or do you know? 19 A. I don't think he had a bookkeeper. And he very much 20 liked to read about investments, study investments. He was 21 very astute. 22 Q. Read The Wall Street Journal daily? 23 A. Yes. Yes. And so I think he kept very much 24 involved in that. He relied on Martha Louise Lewis a great 25 deal for his tax work and some of the tax planning. The RMDs,	Page 16 1 delivery fee. 2 Q. Got it. 3 A. But I don't think it was an extra meal, so to speak. 4 Q. Now, that, I'm gonna call it checking account, was a 5 Merrill Lynch account. Would...I call her Martha Louise 6 Ramage. 7 A. Uh-huh. 8 Q. ...Mrs. Lewis? 9 A. Uh-huh. 10 Q. Would she — where would those records be? Would 11 they be at Merrill Lynch or with Mrs. Lewis, or both? The 12 statements and what not. 13 A. The statements. I don't know if Martha Louise would 14 have those. Perhaps he gave them as part of the tax stuff 15 every year. I don't know. 16 Q. All right. Now, did that picture change when Mr. 17 Shoemaker died in July of '18? Meaning, how did Mrs. Shoemaker 18 manage day to day and month to month? If you know. 19 A. Well, I think I know some. The people who had 20 always helped them continued on. In other words, Martha Louise 21 was involved, Ben Clauss at Merrill Lynch, and Amanda, who was 22 his administrative assistant. They were all still involved. 23 But at that point, Martha Louise's office starting taking over 24 the bill-pay. And someone in her office started handling that 25 for her.
Page 15 1 for example. But I don't think that they ever did the book- 2 keeping for him. And he relied a lot on Merrill Lynch and 3 their support staff to help him if he needed transfers and 4 things like that. 5 Q. To move money. 6 A. Right. But I think he did it. 7 Q. Okay. And — 8 A. Oh. Can I interrupt you? 9 Q. Absolutely. 10 A. And I will say this: When you live at the Cascades, 11 you just pay one huge bill every month. 12 Q. Right. 13 A. And then there are not a lot of bills that come in. 14 Q. I get it. Sure. But he might occasionally, you 15 could tell from the e-mails with his sons and what not, that 16 they would plan a lunch when — 17 A. Oh, surely. 18 Q. And Jonathan mentioned that his mom would often take 19 her meals there. Maybe even have them delivered. Would that 20 be included or would that be a separate dinner on Tuesday 21 night, thirty bucks, or whatever it was? 22 A. Well, I think that the Cascades would charge a 23 delivery fee, but I think if you pay, you get a certain number 24 of meals. And so if she chose to have — they frequently did 25 have their meals at their home. I think you had to pay a	Page 17 1 Q. And Jonathan testified that as far as he knew no one 2 had check-signing authority and, instead, they would maybe 3 monthly get the bills, write the checks, and take 'em back and 4 Mrs. Shoemaker would sign the checks and out they went. Do you 5 know about any of that? 6 A. I don't know for sure. I think some of that 7 happened, but I think some of the bills were automatically 8 paid. 9 Q. Drafted. 10 A. Right. So I'm sure she signed some checkd, but I 11 think some were automatically drafted. 12 Q. And would the same situation —and I'm gonna ask 13 you about this in a minute— but it just carried on with the 14 same setup after Shoe died, which would be: regular 15 distributions from his IRA into an account that was available 16 to Mrs. Shoemaker until her death. 17 A. Yes. I think that's correct. 18 Q. And I really don't know the answer. So at his 19 death, he had a \$700,000 interest at the Cascades. And I guess 20 it was an undivided — tell — 21 A. Yes. 22 Q. What happened to that money on his death? 23 A. Well, it's a promissory note. You don't buy the 24 cottage but they give you a note. 25 Q. Uh-huh.

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Page 18 1 A. And so at his death he — the note went to Polly, 2 because she was still living in the house. And then at her 3 death the property was vacated. And then when the new resident 4 moved in, then the note was paid off, to her estate. Does that 5 make sense. 6 Q. That's right. So it didn't — I got confused when 7 it said guaranteed minimum...they had a joint one-half 8 interest. 9 A. Right. Right. 10 Q. And I don't remember from law school days what that 11 means. But in practical terms, it went, on his death, to Mrs. 12 Shoemaker. 13 A. That's right. They were on the note together. I 14 guess you would describe it as joint with right of 15 survivorship. So it went from him to her. Because she 16 continued to live there. 17 Q. And lived there until her death. 18 A. That's correct. 19 Q. All right. And then on her death, it went into her 20 estate. The seven hundred thousand. 21 A. That's correct. 22 Q. All right. And he had a car that I believe he left 23 to Sloan. 24 A. Uh-huh. 25 Q. Do you know that?	Page 20 1 sort of broken up between Shoe's Revocable Trust, still, and 2 then there's an Exemption Trust. Does that make sense? 3 Q. Well, — 4 A. Sort of? 5 Q. Let me ask this and then maybe it'll make sense. 6 But is the Exemption Trust sort of for Mrs. Shoemaker's...to 7 take care of her until her death? 8 A. Yes. Yes. And it was also to use a portion of his 9 federal estate tax exemption, is why we call it an exemption 10 trust. But it was a trust for her, for her lifetime. 11 Q. To keep her in the style to which she was 12 accustomed. 13 A. That's right. That's right. 14 Q. So probably the bulk of that is in his Revocable 15 Trust. 16 A. The bulk of the account? 17 Q. The bulk of the account. 18 A. Well, it's either in the Revocable Trust or the 19 Exemption Trust. Now, remember, too, that there were some 20 specific bequests in Shoe's plan that had to be funded. 21 Q. The church, UVA — 22 A. Well, that came — 23 Q. Is that not what you're talking about? 24 A. Those might've come from his IRA, I can't remember. 25 He had bequests to Peter and Mary, of two-fifty each. And then
Page 19 1 A. Yes. A Bronco, maybe, if I'm remembering? 2 Q. A Yukon? 3 A. Yukon. That's it. 4 Q. All right. So that gets us, then, to he had a 5 brokerage account. 6 A. Yes. 7 Q. And when these were given in October of '19, the 8 value was two-point-eight million dollars. What happened to 9 that account on his death? 10 A. So that account was transferred — well, that 11 account was in his...I'm trying to remember...that account was 12 in his Revocable Trust before he died, to minimize probate. 13 That was a CMA account, an investment account. It wasn't 14 actually in his name, it was in the name of his Revocable 15 Trust. 16 Q. I see. So it was already in his Trust. 17 A. His Revocable Trust. 18 Q. Right. 19 A. And pursuant to the terms of the Revocable Trust, 20 that account, or those assets, were to be put into what we 21 called the Exemption Trust, for Polly. And I believe that a 22 significant part of that account was actually dropped down, so 23 to speak, to the Exemption Trust. But not all of it, because 24 we were waiting for paying final bills and expenses, and then 25 the litigation came so we kind of stopped. So that account is	Page 21 1 he had bequests to his brother and his sister. So that 2 was...seven hundred thousand, maybe? Something like that. But 3 those bequests were taken care of and satisfied. 4 Q. All right. So the two hundred and fifty to his 5 grandchildren Peter and Mary has been satisfied? 6 A. Yes. That was done pretty early on, yes. And his 7 brother and sister. 8 Q. And, you're right, then his pledge to Christ Church, 9 and I believe UVA, was in his Revocable Trust — to be 10 satisfied out of the trust. 11 A. I think it maybe came from his IRA, but I could be 12 wrong. We'd have to look at the beneficiary designations. It 13 may be in the Revocable Trust, I don't know. 14 Q. Well, that's where I'm headed. 15 A. Okay. It's a lot to remember. 16 Q. He had an IRA account with a value of seven-point- 17 three million. 18 A. Uh-huh. 19 Q. And as I read these documents, he — and I do wanna 20 ask you — but, anyway, it was left to Mrs. Shoemaker; and in 21 the alternative that Mrs. Shoemaker were to die first, then to 22 Sloan and Jonathan. Or they were secondary — 23 A. Yes. 24 Q. My question is: Because Shoe died first, the seven- 25 point-three went to Mrs. Shoemaker —

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Page 22 1 A. Yes. 2 Q. — and is now in her trust? 3 A. It is in — well, it was transferred. And the only 4 thing I'm not sure of is whether there were some small pieces 5 from the IRA that went to UVA and the church. But the bulk of 6 it went to Polly. 7 Q. Because she was always the — 8 A. Primary beneficiary. 9 Q. — primary — thank you. 10 A. Right. Primary beneficiary. And so after his 11 death, that IRA was rolled over to an IRA at Merrill Lynch for 12 Polly. So that she would then continue to take her required 13 minimum distributions. 14 Q. Uh-huh. 15 A. Right. 16 Q. Well, just to be... I don't think... She couldn't 17 spend — probably Mr. and Mrs. Shoemaker couldn't spend their 18 required minimum distribution. What happens if they got six 19 hundred thousand annually and spent half of it. What would 20 happen to the other half? I'm showing my ignorance by asking 21 that question. 22 A. No. I mean, I don't know what they did with all of 23 their money, obviously. I mean, they did some gifting, 24 obviously. They probably did some charitable — I don't know 25 what their cash flow and their expenses were. That wasn't	Page 24 1 A. Yes. 2 Q. Got it. But the point is, the seven-point-whatever 3 went into Mrs. Shoemaker's...trust? 4 A. No. It just went on her side — to her balance 5 sheet. 6 Q. So then it would be —and I just don't have those 7 documents yet— she set up an IRA — she designated her 8 beneficiaries of her IRA account on these Merrill Lynch 9 forms — 10 A. Yes. 11 Q. — that have been produced in Shoe's case. 12 A. Yes. 13 Q. Again, all of that was done in June of '18. 14 A. Yes. 15 Q. Okay. I got it. Did she have an IRA account prior 16 to Shoe's death? 17 A. I don't believe so. I don't believe so. 18 Q. I believe the discovery responses are due maybe the 19 end of this month. But what assets did she have, other than 20 Mr. Shoemaker's IRA? 21 A. She had her own CMA account at Merrill Lynch, with 22 her own investments and... I'm struggling to try to remember 23 amounts. It was roughly the same as Shoe's CMA account in 24 size. 25 Q. Okay.
Page 23 1 something that I kept up with. 2 Q. I understand. 3 A. But if there was extra, I assume it would have gone 4 into their CMA account at Merrill Lynch. Because they kept 5 everything under that umbrella. So I would think that any 6 extra that they didn't need or choose to do something with 7 would have just stayed in there. Does that answer your 8 question? 9 Q. It does. And I guess what I need to make sure I'm 10 clear on is: That is still being managed now — it's still 11 being managed by Merrill Lynch, what was Shoe's IRA account. 12 A. No. So Shoe's IRA moved to Polly after his death. 13 Q. Yeah. 14 A. And she had an IRA. She designated beneficiaries 15 for her IRA. And those beneficiaries were Jonathan and Sloan. 16 I don't think any charities. I can't remember right now. And 17 so, after her death, the IRA was disbursed pursuant to her 18 beneficiary designations. 19 Q. When did she change — was it set up that way — 20 when was it set up so that those were her two beneficiaries? 21 A. All of that was set up in June of '18 when they did 22 their overall estate plan. 23 Q. Before Mr. Shoemaker died — 24 A. Yes. 25 Q. — In July.	Page 25 1 A. So she had between two and three million dollars in 2 a CMA account at Merrill Lynch in her — 3 Q. Name. 4 A. — her name, or her trust. Her Revocable Trust 5 name. She had some interest in a couple of partnerships that 6 had some value but not significant. And then she had this 7 joint account with him at the Community Bank. I think that's 8 the bulk of it. 9 Q. Two questions: Did ever any of Mrs. Shoemaker's 10 money find its way into Shoe's IRA account? 11 A. I'm not sure what you're asking. 12 Q. Yeah. Just, it's striking that Shoe's IRA has a 13 value of seven million dollars. Even assuming he was a very, 14 very successful lawyer. At least to me. 15 A. You mean it was big, or not big? 16 Q. Big. 17 A. Oh. 18 MR. HAYNSWORTH: Maybe we need to have the 19 Turner Padget/Wyche lawyer comparison. 20 MR. BLINCOW: Well, maybe so. 21 Q. So I was just... And I get that this was over a 22 long career, and I get it was a very successful career. And I 23 guess I just wanna make sure —and I guess it really doesn't 24 matter— but was any of Mrs. Shoemaker's money used as seed 25 money for that?

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Page 26 1 A. No. No. 2 Q. Okay. 3 A. We had a very generous profit-sharing plan at the 4 Wyche Firm that started probably in the '70s. And we also had 5 an investment advisor that did extraordinarily well. And so 6 Shoe actually, when he decided to move his profit-sharing from 7 there, from the firm, to an IRA, he actually moved to a more 8 conservative mix at that time. And, you know, had he not done 9 that, it might've been even more. But it was remarkable. It 10 was a remarkable thing for some of those older lawyers who 11 worked there and enjoyed the really incredible decades. 12 Q. See, Knox and I — we can go off the record for a 13 second. 14 (Off Record Discussion) 15 Mr. Blincow Resuming: 16 Q. In round terms, Mrs. Shoemaker had a CMA account. 17 A. Uh-huh. 18 Q. And it would be worth approximately — if Mr. 19 Shoemaker's brokerage account was two-point-something, do you 20 think that Mrs. Shoemaker's was in that — 21 A. Comparable. Uh-huh. Very much. 22 Q. Now, as I understand it, Mr. Ned Sloan just passed 23 away. 24 A. Uh-huh. 25 Q. Were there any assets that belonged to Mrs.	Page 28 1 loan agreement, and it was transported to Ned's house, and he 2 took great care of it and was very proud of it and enjoyed it. 3 And then after his recent death we did collect it and it is in 4 storage. 5 Q. Got it. 6 A. Does that help? 7 Q. Yeah. 'Cause something had to happen to it here 8 recently. 9 A. Yes. And I think that was done last Friday, if I'm 10 remembering correct. 11 Q. So on Shoe's death, the seven-point-three went to 12 Mrs. Shoemaker and into her Revocable Trust. 13 MR. HAYNSWORTH: The seven-point-three — 14 Q. No, no, no, no. Excuse me. Let me start — I 15 apologize. 16 Upon Shoe's death, the seven-point-three IRA account 17 went to Mrs. Shoemaker. 18 A. Correct. 19 Q. And on her death it went into her Revocable Trust. 20 A. No. Her beneficiary designation for her IRA was 21 Jonathan and Sloan. 22 Q. And do I understand your testimony that she did not 23 have an IRA designation before the June '18 designations? 24 A. She would not have, because she didn't have an IRA. 25 The IRA was Shoe's, so he had beneficiary designations for his
Page 27 1 Shoemaker that were at his house that needed to be done 2 something with? 3 A. Yes. Yes. 4 Q. Tell me about that, please. 5 A. That's the secretary. I think it's called an Elf, 6 or an Elfe, E-I-f-e. Well, I know a lot of the history of it. 7 But it's a family — it was a family piece. It was a large 8 secretary that was built by a famous Charlestonian furniture- 9 maker. And Polly's mother acquired it at some point and it was 10 in Polly and Shoe's house. And they had all the history of it, 11 and spoke about it. It was a beautiful piece of furniture. 12 When we were closing up their home at the Cascades after Mrs. 13 Shoemaker died — 14 Q. Oh, it was at the Cascades? 15 A. It was at the Cascades. Absolutely. It was there 16 in the living room. It was beautiful. And after she died and 17 we had to move out of the Cascades —and there was some 18 pressure to move out as quickly as we could— we were ready to 19 put it in storage. And Ned approached...I think he actually 20 approached Sloan, maybe, and mentioned that that piece of 21 furniture had great sentimental attachment to him, he cared 22 about it, and it would please him very much if he could keep it 23 at his home. And so we all talked —Jonathan, Sloan and I, 24 and also Ned's son John, who's a lovely fella— and we decided 25 that it would be a nice thing to loan it to Ned. And we did a	Page 29 1 IRA. 2 Q. Right. 3 A. But she didn't have an IRA until he died and it 4 rolled over to her, and then she put a beneficiary designation 5 on it. 6 Q. And that was done — coincided with the new Will 7 and Trust in June of '18. 8 A. Yes. I believe it was the week after they executed 9 theirs Wills and Trusts with me. The Merrill Lynch —I'm 10 gonna say Merrill Lynch folks; I don't know if it was Ben 11 Clauss or Amanda— they went out to the Cascades and that's 12 when the beneficiary designations were completed. So it wasn't 13 done on the day they signed, but it was within a week, I think. 14 Q. If that beneficiary designations of her IRA account 15 had not occurred, what would happen to the seven-point-three 16 that became hers on Shoe's death? 17 A. You mean if she had not filled out any beneficiary 18 designation? 19 Q. In late or mid June of '18. 20 A. I think that by the IRA contract itself, in the 21 absence of any beneficiary designation, it goes into that 22 person's estate. So through their Will. That's typically what 23 happens, and I think that's what would have happened in her 24 case. 25 Q. Would have passed into — would have gone into the

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Page 30 1 estate. 2 A. Into her estate, that's right. 3 Q. Okay. Did she have —and we're gonna tick through 4 it in just a minute— did she have a Will and Trust prior to 5 June of '18? 6 A. Uh-huh. 7 Q. Okay. 8 A. Sure. 9 Q. All right. I think I understand. 10 A. It's a lot of... Well, I have to...in my mind, I 11 see buckets. And if you think about when someone dies there 12 are buckets of assets: there's IRA, there's a joint account, 13 there's a revocable — you know. And I have to actually 14 visualize the buckets to keep it straight. 15 Q. Uh-huh. And as we've discussed, the Irrevocable 16 Trust was funded by a life insurance policy. 17 A. Uh-huh. 18 Q. The bulk of Mr. Shoemaker's that went into his 19 Revocable Trust would be his brokerage account. 20 A. That's right. That's right. 21 Q. And the IRA passed pursuant to the designations that 22 he gave — 23 A. Exactly. 24 Q. — prior to his death. 25 A. Exactly.	Page 32 1 A. Yes. 2 Q. Dated also June of 2015. 3 A. That's correct. 4 Q. And how was that set up? 5 A. How as that set up? Again, household —I'm just 6 running through it quickly— household goods obviously to 7 Polly. Any vacation residence, and then any interest at the 8 Cascades, to Polly. And then the specific bequests to his 9 brother and sister. And then the balance of his estate went 10 in, potentially, two pots: one pot was the Exemption Trust, 11 which would have been funded with his estate tax exemption 12 amount; and then any excess —and there wouldn't have been, I 13 don't think— would have gone into the Marital Trust. And 14 it's a formula to use estate tax exemption but then defer any 15 estate tax on the excess. But given what was flowing at the 16 time and what he had, the Marital Trust would not have been 17 created. So he would fund the Exemption Trust for Polly. It 18 was for her during her lifetime and then, at her death, or if 19 he predeceased her, it was going a third, a third, a third. 20 Which is, I think, what you're asking. 21 Q. It is, yeah. And, again, the Exemption Trust 22 business is just to minimize tax liability. 23 A. Estate tax. Yes. 24 Q. Okay. So as of June of 2015, the estate plan, his 25 Will essentially, provided that everything went into his, as
Page 31 1 Q. Okay. 2 MR. BLINCOW: All right, we're gonna take a 3 little break. We're gonna take five minutes. 4 (BREAK) 5 Mr. Blincow Resuming: 6 Q. We're back on the record, Ms. Moore. 7 And I've gotten an earlier —actually before I was 8 involved in the case— some discovery responses. Information 9 that Marshall had been provided. And it says, "Copy of 10 policy," and then it has a policy number. That would be the 11 life insurance policy — 12 A. Yes. 13 Q. — four-point-nine million? 14 A. Yes. John Hancock, I believe. 15 Q. And then there is a June 2015 Will and Trust; 16 correct? And I can show you... 17 A. Yes. 18 Q. That — well, we can start there. In Mr. 19 Shoemaker's Will of that date, June 2015, how was his estate 20 set up? 21 A. Well, his Will left household goods to Polly but his 22 probate assets he left to his Revocable Trust. 23 Q. Okay. So beyond household furniture, and silver, 24 and what not, the bulk of his assets went into his Revocable 25 Trust.	Page 33 1 you explained, two trusts. 2 A. Right. 3 Q. And the trusts were set up for the benefit of Mrs. 4 Shoemaker for her life, and then to his three sons in equal 5 shares. 6 A. That's correct. 7 Q. Then —and I'm just gonna stick with the way this 8 is organized— then there's a First Amendment in February of 9 '18 to the Revocable Trust. And what changes were made by 10 virtue of the First Amendment to the Trust? 11 A. I would describe this as short of a technical tax 12 provision that amended the Exemption Trust. The reason we 13 amended the Exemption Trust was so that we could decide, at 14 Shoe's death, if we wanted it to use his estate tax exemption 15 or if we wanted it, instead, to qualify for a marital 16 deduction. The language in the 2015 trust did not let us go 17 either way. The amendment would have allowed us to go either 18 way. And the reason we wanted to be able to go either way was 19 that by 2018 the exemption, federal estate tax exemption 20 levels, had gotten so large and so high that a lot of planners 21 were really not interested so much in using the exemption; they 22 were really more interested in getting the marital deduction so 23 we could get a step up in basis in the assets when the 24 surviving spouse died. So this was a technical provision to 25 sort of adjust the Exemption Trust so that we could go either

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Page 34 1 way at Shoe's death. 2 Q. And maximize — or minimize his tax liability. 3 A. Either minimize estate tax liability or preserve a 4 step up in basis at Polly's death. 5 Q. That First Amendment made no change to the ultimate 6 beneficiaries. 7 A. That's correct, it did not. 8 Q. Which were the three sons. 9 A. That's correct. 10 Q. Okay. Then we have a December 16 Restatement. Tell 11 me, please — and you may need a minute to... 12 A. (Reviewing document) I'm confused. Oh, okay. So I 13 think that the — I think that the Restatement is actually in 14 between these two. 15 Q. Well, you just tell me — 16 A. What it means? 17 Q. Yeah. And I would prefer to go in chronological 18 order. You just tell me the significance. 19 A. Well, we've got the '15 Trust. 20 Q. Right. 21 A. Then we've got the Restatement of the '16 Trust. 22 The amendment was done in 2018 and it references the 2016. So 23 I think that the — does that make sense? 24 Q. No. 25 A. See?	Page 36 1 A. Well, I don't remember. I don't recall it being — 2 it was a — I don't recall it being a significant sale. And I 3 do remember that he tried for quite a while to sell it. 4 Q. I see. 5 A. It was a little slow to move. And he wanted to — 6 they wanted to — they weren't gonna go there anymore. So it 7 wasn't a huge... 8 Q. ...impact one way or the other. 9 A. I don't think so. I mean, huge is relative, but 10 yes. 11 Q. And if this was between '15 and '18, what was 12 driving that decision was, they weren't using it any longer, or 13 were getting... 14 A. I went there one time. I think it was even three 15 storeys. It was a lot of stairs, and it was not something that 16 they were comfortable doing. 17 Q. All right. So the provision with regard to the Lake 18 Toxaway property — 19 A. Is gone. 20 Q. — is not in the restated — 21 A. That's right. The same bequest to his brother and 22 sister. Then it looks like there was an addition of a bequest, 23 if Polly predeceased, to Deborah Wine, who was their long-time 24 employee. And then it looks like we still had the Marital 25 Trust in the Exemption Trust. And I assume you don't want me
Page 35 1 (Ms. Moore and Mr. Blincow reviewing documents) 2 Q. Amendment. 3 A. That references the 2016 trust. 4 Q. Okay. Well, you're right. And, again, the 2018 was 5 a technical — 6 A. Technical. Right. That's right. 7 Q. All right. 8 A. Now, what you're gonna ask me is, what are the 9 differences between the '15 and '16? 10 Q. Yes, ma'am. 11 A. Let me look, if you don't mind. (Reviewing 12 document) So, by that time, they had sold Lake Toxaway. So 13 there's no reference to Polly getting a vacation home. 14 Q. And just while you mention that, because I saw it in 15 some of the tax records. 16 A. Uh-huh. 17 Q. They had a condominium at Lake Toxaway? 18 A. They did. 19 Q. And that was sold approximately when? Before 2018. 20 A. Uh-huh. Probably sometime between '15 and '16 would 21 be my guess. Because it's not referenced in the — 22 Q. And so the proceeds from the sale of that property 23 went where? 24 A. I don't know. 25 Q. Okay. I gather it was — was it a substantial...	Page 37 1 to read this word-for-word — 2 A. No. 3 Q. — but just give you the gist of it? 4 A. Correct. 5 Q. We still had the Exemption Trust and the Marital 6 Trust. We still had a third, a third, a third in that one, 7 which is, I think, what you're asking about for the most part. 8 And that may be where we had...let me look. Yes, that's where 9 we had some change in the fiduciaries. 10 Q. All right, tell me about that. 11 A. Okay. So in 2015 —this is Page 30 of 2015— and 12 then the next one is — Item 15 of both documents. 13 Q. Okay. 14 A. So in the prior one he named Polly and me to manage 15 his trusts during his lifetime. So, in other words, if he had 16 become incapacitated, Polly and I were to manage his trusts. 17 Then upon his death, he appointed Polly and Merrill Lynch as 18 trustees. 19 Q. What was driving that decision? 20 A. Well, he had — all through the years, he had a lot 21 of confidence in Merrill Lynch. So he had them named as 22 trustee, to help Polly after he was gone. That's 2015. 23 Q. Yeah. But if I'm understanding you, Mrs. Shoemaker 24 was removed as a trustee. 25 A. No, she was a co- with Merrill Lynch. I was out of

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Page 38 1 the equation. And then she and Merrill Lynch would have 2 managed those trusts together. 3 Q. Right. 4 A. And then in 2016, that's when he named Polly and me 5 to be co-trustees and Merrill Lynch was removed. 6 Q. Sorry. In '15 the co-trustees were Merrill Lynch 7 and Mrs. Shoemaker. 8 A. Yes. 9 Q. And the revised trust was you — 10 A. Polly and me. Uh-huh. He took Merrill Lynch out. 11 That's right. 12 Q. And do you know why that change was made? 13 A. Well, I think that he...I think he really liked Ben 14 Clauss and the investment folks at Merrill Lynch. But I think 15 he came to the realization that they wouldn't actually be the 16 people who would be administering the trust. It would be an 17 arm of Merrill Lynch that Polly would be dealing with. 18 Q. Yeah. 19 A. And I think he decided that he felt like Polly would 20 be more comfortable working with me and using Merrill Lynch for 21 investments. 22 Q. Sure. So likely, maybe, not even anybody from 23 Greenville would be managing that. 24 A. That's right. That's right. And then the amendment 25 was to the 2016.	Page 40 1 A. Yes, I was. 2 Q. You went to — that was at their house? 3 A. Yes. 4 Q. Do you remember what — tell me about that. What 5 do you recall? 6 A. The actual execution? 7 Q. Yeah. 8 MR. HAYNSWORTH: Of the changes in June of 9 '18. 10 MR. BLINCOW: That's right. 11 MR. HAYNSWORTH: Just making sure I'm 12 chronologically with y'all. 13 A. So it was — I believe it was a Sunday afternoon. 14 I had arranged it with Shoe and Polly in advance. We'd had 15 some conversations about it. I asked Amos Workman and Carl 16 Muller to be witnesses. And so we all met at the Cascades. As 17 I remember, it was the 24th, and I think it was a Sunday 18 afternoon. 19 Q. Okay. And it was in the afternoon? 20 A. I think it was late afternoon, yes. Sort of a 21 Sunday afternoon, it was a good time for everybody to sort of 22 get there. 23 Q. How was it decided to ask Mr. Workman and Mr. Muller 24 to be witnesses? Did they live nearby? Or what was the... 25 A. So in the week or so before, I had a meeting with
Page 39 1 Q. And that was, as you described it, a technical 2 amendment. 3 A. Yes. 4 Q. All right. Those were the Will and Trust documents 5 that were produced to Marshall early on. What happened after 6 '18...yeah, February... 7 A. Wait a minute. (Reviewing documents) 8 Q. There it is. 9 A. February. 10 Q. Yeah. What happened after — so in February '18 11 there were three ultimate — three beneficiaries: the three 12 sons. 13 A. That's correct. 14 Q. When is the next change of any sort to his estate 15 documents? 16 A. That would have been June, when he signed the 17 Restatement of his Trust. 18 Q. And as I understand it, you would have drafted those 19 documents. The June '18 documents. 20 A. That's correct. 21 Q. But you were not involved in witnessing the 22 signatures and so forth of Mr. and Mrs. Shoemaker. Is that 23 right? 24 A. To their documents? 25 Q. Yes, ma'am.	Page 41 1 Shoe and Polly at the Cascades and we talked about the draft 2 documents that I had prepared. And we talked about the 3 execution of it and how we would do that. And I suggested that 4 since I was named in the Will as a fiduciary, while that's not 5 disqualifying, I thought it would be better if we had two other 6 independent people. And we didn't really want to ask — well, 7 at that time they didn't have a regular caregiver. But we 8 didn't wanna ask somebody — he was under hospice, of course, 9 but we didn't wanna ask a caregiver or anything. So I 10 suggested, or Shoe suggested —I don't remember who 11 suggested— that we ask Amos and Carl. He knew them well; 12 they were at the Wyche Firm. And I knew that Carl was very 13 fond of Shoe and Polly, so I just thought that would be good 14 and I lined them up. He thought that was great, and I lined 15 them up. 16 Q. No aspect of that witnessing those signatures was 17 videotaped; is that right? 18 A. No. 19 Q. Or recorded in any sort of way? 20 A. No. 21 Q. And you recall it being in the afternoon. 22 A. Uh-huh. 23 Q. And was Mr. Shoemaker up and dressed, or was he in 24 bed? 25 A. No, he was up and dressed. We sat at the dining

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Page 42 1 room table. He sat at the head. I think I sat to his right 2 and Polly sat next to me. And then Amos and Carl were across. 3 Q. Okay. 4 A. We sat at the dining room table. He was dressed. 5 He had his oxygen, but he was dressed. 6 Q. All right. Let me back up. You mentioned that 7 there was a meeting a week or so before. Or maybe it was — 8 was it a meeting or phone call, where you talked about "We've 9 gotta get these" — you had drafted the documents and they 10 needed to be signed? 11 A. There were a couple of phone calls and a meeting. 12 Do you want me to — 13 Q. Yeah, what I — right. 14 A. — start at my first — 15 Q. That's right. 16 A. — interaction? 17 Q. And what prompted that call. 18 A. Okay. So about a week before the 24th, give or 19 take, I had a phone call with Shoe. He called me. I was at 20 the office. And he said that he wanted to make some changes to 21 his estate plan. And he said that he was — he wanted to 22 remove Marshall from his estate plan. 23 Q. Prior to that call, when's the last time you would 24 have seen Mr. Shoemaker? 25 A. Oh, probably...I probably would have seen him within	Page 44 1 So I started working on some drafts. And the next day I talked 2 with him again. And I think I called him. And he, you know, 3 reiterated what he wanted to do. And I told him that I would 4 have some drafts ready pretty soon. 5 Q. So you called him probably a day or so later. 6 A. I think it was the next day. And we talked again, 7 and he was still very clear on what he wanted to do. And I 8 told him I had some drafts that were underway. And so then I 9 told him that I wanted to come out and bring the drafts to 10 them. So I went out maybe two days later, three days later, 11 and I took them both drafts of the new documents. And we sat 12 in the den. Polly was there. And I went through those 13 documents with both of them. And we talked about it and they 14 were clear that that's what they wanted to do. And I felt good 15 that they had expressed their wishes to me. So at that 16 meeting, that's when we talked about how we would execute it, 17 and when we would execute it, and what we would do. So it was 18 sort of two phone calls that I remember and a meeting before we 19 actually met on the 24th. 20 Q. Got it. And you mentioned that they loved their 21 grandchildren, Peter and Mary. So is that why the provision 22 for the two hundred and fifty thousand — 23 A. Yes. 24 Q. — for each grandchild? 25 A. Yes.
Page 43 1 — I would have talked to him or seen him within the prior 2 month, probably. Just to casually have a phone call with him. 3 Q. Like a social call? 4 A. Uh-huh. Yeah. Just checking in. He had stopped 5 going out to lunch, so I didn't meet him for lunch anymore at 6 Pete's. But we would have a phone call, you know, every six 7 weeks or so. So I had probably talked to him. 8 Q. So he called you. 9 A. He called me. And he said that he wanted to change 10 his estate plan. And he said that he had...and I think these 11 were his exact words...he'd had it with Marshall. He described 12 to me the upset over Peter's graduation, and Sloan being dis- 13 invited to Peter's graduation. And he talked about how that 14 had upset him very much, it had upset Polly, and he was kinda 15 done. So we talked a while. And, you know, I asked him some 16 questions, just for clarification. I asked him about Peter and 17 Mary. And I asked him about the other specific bequests. So 18 he told me he wanted to do something, both of them would wanna 19 do something for Peter and Mary, they loved Peter and Mary very 20 much, but that he wanted to take Marshall out. And he said to 21 me that Polly was in total agreement. That's what he said to 22 me. 23 So I started the drafting. And I will say this: He 24 was very calm. He was decisive and he was calm about it. He 25 wasn't...I mean, he was upset and sad, but he wasn't emotional. 26	Page 45 1 Q. Were you ever aware of any other reason, other than 2 the upset with regard to Peter's graduation and the e-mails 3 which we have, was there ever — did Mr. Shoemaker ever say 4 anything other than that, that was driving this change? 5 A. Well, I think that the episode with Sloan and 6 Peter's graduation was more like the straw that broke the 7 camel's back. I think there were a number of incidents, or 8 upsets, in the family for years that had sort of led up to 9 that. 10 He was unhappy and upset when the police detective 11 got involved. And I can't remember if that was earlier in the 12 year or not. But he talked to me about that when that 13 happened. Because I got — Cary Hall, at the office, I think 14 got that e-mail. Cary reached out to me. I called Shoe. I 15 wrote the detective. So he was upset about that. That was 16 very embarrassing to him. So that was a situation. You know. 17 I was aware of the management of Marshall's trust back in the 18 '90s, and he felt like Marshall had sued him, or threatened to 19 sue him. You know. He remembered all those things. And he 20 told me about those things over the years. 21 Q. But there was also no question that up until a week 22 or so before the documents were executed, Marshall was a 23 beneficiary. 24 A. That's correct. 25 Q. And with respect to any reason that he gave when he

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Page 46 1 called you in June, the only thing he ever mentioned was this 2 upset regarding the graduation. 3 A. That was the final, precipitating thing. 4 Q. Okay. 5 A. As I say, I think he said, "I've had it." 6 Q. One thing that came up — I'm gonna switch gears on 7 you or I'll forget it. 8 A. Sure. 9 Q. What came up yesterday was a meeting —and Jonathan 10 seemed to recall it being maybe a couple of years earlier— 11 where Mr. Shoemaker — Jonathan testified that you were there 12 and there was a discussion of his estate plan. 13 A. Yes. 14 Q. Do you recall that? 15 A. Uh-huh. 16 Q. All right. Tell me what you can remember about 17 that, please. 18 A. Well, I think it was a couple of years. And it was 19 a meeting at my office. And I think Shoe wanted Sloan and 20 Jonathan to have a better sense of his plans and also the 21 people involved who were gonna be there to help Polly. By then 22 he'd had his diagnosis and I think he was thinking ahead to 23 making sure that they understood the plans he had made to 24 provide for Polly. 25 Q. Right.	Page 48 1 wanted to make a change to that memo. And I said, 2 "Absolutely." So I don't think we signed that memo that day. 3 I brought it back to the office and corrected it, made it the 4 way she wanted, and then I went back out to their house...a 5 week later, maybe?...and they signed that memo. And I don't 6 know, there may be a date on that memo. But that's the last 7 time that I remember seeing him. 8 Q. Now, when you say a memo, it would be like an 9 exhibit to the Will? 10 MR. HAYNSWORTH: It's a one-pager — 11 A. It's called "Memo for Personal Property." 12 MR. HAYNSWORTH: I think it's one of the 13 exhibits from Marshall's deposition. 14 A. It may be. And it talks about how she wanted Sloan 15 and Jonathan to sort of take picks on the art, and that kinda 16 thing. But she was reading that as we were going through the 17 documents and said, "I wanna change that." So then I went back 18 and visited with them. In the meantime, I think Shoe had 19 changed his beneficiary designation for his IRA during that 20 interim. And at that visit with them, when I went out there, 21 Marshall, in the interim, had come up to visit. Because they 22 told me about that. 23 Q. And what did they tell you about that? 24 A. They said that — well, Shoe said that Marshall 25 made an unexpected visit, and that he didn't want to see
Page 47 1 A. So we had a meeting at my office when they were in 2 town. 3 Q. Both boys. 4 A. Both boys. And he did not want Marshall present. 5 Polly didn't, either. They didn't want Marshall to participate 6 in that meeting. But in that meeting, we talked about the 7 estate plan, we talked about Merrill Lynch. 8 Q. And the estate plan at that point was: everything 9 to Polly for her life and then to the three boys. 10 A. That's correct. 11 Q. And there was, I believe, a discussion of the value 12 of the estate. 13 A. I think so, yes. There was some. Generally, 14 anyway, yes. 15 Q. Okay. Did you see Mr. Shoemaker following that 16 Sunday afternoon meeting? Did you have an occasion to visit 17 him? 18 A. I did. I did. When we were working through the 19 documents on the 24th, and going through things, and getting 20 everything executed. I had prepared a memo for personal 21 property. And Polly was reading that and wanted to make a 22 change to it. And I can't remember what the change was, but it 23 was something about the household goods or the jewelry or 24 something. And she was reading it as we were going through 25 these documents. And she asked me to make a change to it. She	Page 49 1 Marshall. And so he said he went back to the bedroom. And 2 Polly, I think, visited briefly with Marshall. And she said 3 that she went back to Shoe's room to make sure that he didn't 4 wanna see Marshall. And he didn't. So she came out and she 5 said that she told Marshall that Shoe didn't wanna see him. 6 And she commented that that was an uncomfortable conversation, 7 but that's what Shoe wanted. 8 Q. And at that point, Marshall left. 9 A. Yes, I think that's correct. But that happened in 10 between when they had signed their documents and I went back. 11 Q. Would — and you weren't there for any of that 12 visit. You weren't there, they told you about it. 13 A. That's right. They relayed that to me. 14 Q. Would the change in the IRA designation have been 15 done by mail? 16 A. I don't believe so. I believe that Ben Clauss, or 17 Amanda Wood, or someone from Merrill Lynch, physically took it 18 out there. I believe. But I can't say that with a hundred 19 percent certainty. 20 Q. Do those designations have to be re-upped annually? 21 In other words, it looks like in the documents that have been 22 produced there are a number of times where he's affirming his 23 IRA — his beneficiaries to his IRA. Do you know if that has 24 to be done annually? 25 A. I don't think it does.

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Page 50 1 Q. Do you know why there would be four or five or six 2 of 'em? 3 A. I would assume that if they're being done, there are 4 some slight changes. But I don't know. I'd have to look at 5 them to compare. But I don't think you have to re-up them. 6 Q. There's no question that it was the week after the 7 new Will and Trust were signed that the first IRA designation 8 was signed in which Marshall was not a beneficiary. 9 MR. HAYNSWORTH: Object to form. 10 Q. You can go — does that — 11 A. No, just say that again. Sorry. I got distracted. 12 Q. IRA designations, all the way up until June of '18, 13 listed Marshall as a beneficiary? 14 A. I don't think that's correct. I think that going 15 back in history there were times when it wasn't a third, a 16 third, a third. But in '15 or '16, it was a third. 17 Q. Okay. 18 A. But it wasn't always a third. 19 Q. All right. Do you know — and I can just show you. 20 There was a Codicil to Mr. Shoemaker's Will in 1994. And I can 21 hand you that. (Providing document to the witness) Does 22 that... What can you recall about that period of time? If 23 anything. 24 A. Well, that was a time when they were not on good 25 terms at all. So Shoe wanted to take him out of the estate	Page 52 1 Q. And the point of that letter was that, because 2 Marshall was having some difficulty in his marriage, it was set 3 up one sixth/one sixth, and in later years, if he could have 4 set it up differently, he would have done so. 5 A. Yes. I mean, I remember that letter. 6 Q. Well, how would you have, if you wrote it — and 7 it's a handwritten letter on Wyche letterhead. Did he give you 8 a copy of it? 9 A. I think he did. I think he did. He was good about 10 keeping up with paperwork. And he would send me a financial 11 statement every year. Not in the '90s, but in the 2000s. And, 12 certainly, when I was over at my own firm, he would send me a 13 financial every year, he'd send me information if he had an 14 appraisal done. So he sort of kept me in the loop on those 15 things. 16 Q. Approximately when would he have gone from a Wyche- 17 managed retirement account to a Merrill Lynch? 18 A. I don't... 19 Q. Years and years and years ago. 20 A. No. No, not years. Well, I would say probably ten 21 to fifteen years ago. He moved from the profit-sharing at the 22 Wyche Firm to an IRA that was invested. I'd say ten to fifteen 23 years. 24 Q. So the sum of your testimony would be, from...let me 25 make sure...from '96 to 2018, Marshall was a one-third
Page 51 1 plan. 2 Q. In 1994. 3 A. In 1994, yes. 4 Q. Back into the estate plan in 1996. And that 5 destroyed the Codicil? 6 A. Yeah, that looks like that's right. That's correct. 7 Q. And do you know what was driving the decision in 8 1994? Or would that be something you don't know? 9 A. I believe that this is around the time of the 10 controversy and conflict over the trust that Polly's father had 11 created. I think that's sort of around that time. 12 Q. And it was a leased property, maybe a gas station or 13 something? 14 A. Yes. 15 Q. And that was between '94 and '96. Are you aware of 16 any other times that Marshall was not a one-third beneficiary 17 in his dad's estate? 18 A. I do. There was a period where the estate plan 19 tracked the insurance trust. In other words, it was a sixth to 20 a trust for Peter and Mary, and a sixth to a trust for Marshall 21 that was more restrictive. 22 Q. And I asked you earlier if you ever saw a letter 23 that Mr. Shoemaker had written explaining why he had set it up 24 that way. Do you recall that? 25 A. I do remember getting that letter.	Page 53 1 beneficiary of his dad's estate. So we have this upset over 2 some aspect of Marshall's grandfather's estate, from '94 to 3 '96. 4 A. Right. 5 Q. And then you told me about there were some periods 6 of time where Mr. Shoemaker's estate plan tracked along with 7 the Irrevocable Trust. 8 A. Uh-huh. Yeah. I just don't know what years that 9 was. I don't know if that was subsequent to this or prior. I 10 just don't remember. 11 Q. Okay. 12 A. That's why I was looking at you funny. 13 Q. I'm gonna hand you the first... Well, no, that's 14 the same thing. Let me show you this, that I don't think was 15 produced initially, and tell me what that is and what you know 16 about it. 17 A. This is the Insurance Trust. 18 Q. I see. 19 A. This is the Insurance Trust. 20 Q. Okay. 21 A. So, '98. 22 Q. Well, so you're right. 23 A. Yeah. 24 Q. The '94 to '96 would be the first time that Marshall 25 was treated differently.

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Page 54 1 MR. HAYNSWORTH: Object to form. 2 Q. In 1994, Marshall was treated differently. 3 A. Yes. 4 Q. And that ended in 1996. 5 MR. HAYNSWORTH: Object to form. 6 A. I believe so, yes, that's correct. 7 Q. And we think we know what prompted Marshall to be 8 taken out in '94. What prompted him to be put back in in 1996? 9 Do you know? 10 A. I don't know anything specific. My experience with 11 being around Shoe and Polly —particular with Shoe— was that 12 their relationship with Marshall ebbed and flowed. There were 13 good times, and times when they got along okay, and then there 14 would be upsets. They could be as simple as a phone call that 15 wasn't pleasant. So I don't know. To me, this says that this 16 was a time when things were going a little better and they were 17 making an effort at trying to get along. But it changed. And 18 those conflicts and those problems persisted, even though the 19 Wills weren't changed. 20 Q. I understand that. 21 A. Right. 22 Q. But if we look at from the start to the finish, 23 there were two times when Marshall wasn't — well, let's say 24 there were three times when Marshall was not treated similarly 25 to his two brothers.	Page 56 1 we've discussed? 2 A. Probably. Probably. But I don't remember 3 specifics. 4 Q. And you wouldn't be able to remember when or what 5 drove that decision. 6 A. No. 7 Q. Just that it was made. 8 A. Uh-huh. I think there were changes made 9 periodically over the years. 10 Q. All right. What did you know of Mr. Shoemaker's 11 medical condition? 12 A. I knew that he had a very serious pulmonary disease. 13 He described it as terminal. He was very open and frank about 14 it when he was diagnosed. 15 Q. And was he ever a cigarette smoker? 16 A. He was, I believe, in the '80s or so. When I met 17 him in 1988 he had given up smoking. I think he quit cold- 18 turkey. But he had smoked. 19 Q. And, approximately, when was he first diagnosed? 20 I'm just trying to get a sense of your understanding. 21 A. Yeah. I'm not good at that. I'm gonna say about 22 five years prior to this death, something like that. And he 23 was very open about it. And at peace about it, really. 24 Q. He would've been retired by the time he was 25 diagnosed?
Page 55 1 MR. HAYNSWORTH: Object to form. 2 Q. The first in 1994, which ended in 1996. Correct? 3 A. Yes, I think so, but I can't remember earlier than 4 '94. You know. And there was a time when I wasn't involved. 5 Q. You're not aware of any time from his first Will, or 6 Trust... Well, the only times that you're aware would be from 7 '94 to '96, and then I believe you just mentioned in 1998 was 8 when the trust was changed to track along with the Irrevocable 9 Trust. 10 A. That's my recollection, yes. 11 Q. And you've seen the letter where Mr. Shoemaker 12 explains that "the only reason I'm doing this is because..." 13 or, "if I had to do it again, I would just do one third, one 14 third, one third," in his letter. 15 A. I've seen that, yes. 16 Q. How was the trust changed...I guess, would it be the 17 2018 document that'd be the change from the one third to one 18 sixth/one sixth. Is that right? Does that make any sense at 19 all? In other words, after 1996 he's a one-third beneficiary. 20 A. Yes. 21 Q. And then you've told me that there was a period of 22 time where the Revocable Trust was patterned after the 23 Irrevocable Trust. 24 A. Uh-huh. 25 Q. Did that ever change until the 2018 documents that	Page 57 1 A. Well, Wyche lawyers kind of never fully retire. 2 Q. We established that yesterday. 3 A. He was semi-retired. He would still go in. He 4 still had an office. He still had access to a secretary. He 5 did personal work. But I would have described it as semi- 6 retired. 7 Q. Okay. 8 A. But not, probably, fully retired. He was still 9 going into the office. 10 Q. Other than the letter that we've talked about where 11 Mr. Shoemaker explained to Marshall why it was set up one- 12 sixth/one sixth, are you aware of any other correspondence 13 between Mr. Shoemaker and Marshall? 14 A. I don't know. I don't think so. 15 Q. Have you told me about the specifics of — and I 16 get that your testimony would be that there were years of ebb 17 and flow. 18 A. Yes. 19 Q. And you've identified something to do with 20 Marshall's grandfather's estate that was upsetting to his dad. 21 A. Uh-huh. 22 Q. And then the business with Peter's graduation. 23 A. Uh-huh. 24 Q. And about they were victims of a fraud. 25 A. Uh-huh. Calling the detective.

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Page 58 1 Q. Other than those things, are you aware of any 2 specifics that were between the two? 3 A. Well, I guess this isn't specifics, but I remember a 4 couple of times him describing that they would have a phone 5 conversation with Marshall and Marshall would lose his temper 6 with them, raise his voice to Polly, and that that was 7 upsetting to them and it really hurt him and upset him that 8 Polly would bear some of the brunt of that. So it wasn't 9 anything specific, but I do remember a couple of times when he 10 would say that they had had very unpleasant phone 11 conversations. 12 Q. Was this back when y'all were practicing together, 13 or — 14 A. Uh-huh. 15 Q. — later? 16 A. Probably, yes. Probably when we were practicing, 17 yes. 18 Q. And you told me earlier you left Wyche in...? 19 A. The end of 2010. 20 MR. BLINCOW: Let me take a five- or ten-minute 21 break and make sure I've got everything and I will 22 be right back. 23 THE WITNESS: Okay. 24 (BREAK) 25 Mr. Blincow Resuming:	Page 60 1 from Mr. Shoemaker at the time. 2 A. Yes. 3 Q. Now, you mentioned that it wouldn't be terribly 4 unusual that you would have — after you started your firm, 5 and after Mr. Shoemaker became at least semi-retired, that you 6 would have lunch, maybe, at Pete's. 7 A. Uh-huh. 8 Q. How often would you say that you had those get- 9 togethers? 10 A. Every couple of months we'd have lunch at Pete's, or 11 once in a while go to the Poinsett Club. But usually it was 12 Pete's. He liked that. 13 Q. And was it purely social, or was there a work 14 component? Tell me how you would describe those lunches. 15 A. I think it was social. But we obviously had enough 16 history that he would, you know, talk about the firm sometimes. 17 Or talk about clients we had had in common, or things like 18 that. But it wasn't work-related, it was social. 19 Q. Were others involved or just you two? 20 A. Usually just the two of us. I sort of have a 21 recollection that Carl Muller joined us one time for lunch. 22 Possibly my daughter joined us one time. You know, for lunch 23 or something, if she was home from school. She was very fond 24 of him. 25 Q. Have you told us the extent of your testimony with
Page 59 1 Q. We've marked as Exhibit 1 to your deposition a 2 letter that Mr. Shoemaker wrote to Marshall in August of 2010. 3 And we've referred to it several times. Is this the letter 4 that you were mentioning that you had seen? 5 A. Yes. 6 Q. And as I understand it, he is writing Marshall and 7 explaining why he has set up his life insurance trust the way 8 he had. 9 A. Uh-huh. 10 Q. And you testified that there were times, years ago, 11 when his Revocable Trust had the same provisions. 12 A. Yes. Actually, it could've been his Will at that 13 point. 14 Q. Will. 15 A. We didn't do a Revocable Trust until kind of later. 16 Q. And, again — well, two things: What he's saying 17 is, "I've done it this way to protect you, Marshall, and your 18 children," with respect to Marshall's marriage. He doesn't say 19 that, but isn't it true that the reason he did what he did was 20 because of difficulties in Marshall's marriage? 21 A. I think that was part of it. I also think that when 22 he did the life insurance trust he also wanted to be sure that 23 Peter and Mary were taken care of and provided for. So I think 24 it was sort of two-fold. 25 Q. Okay. And you would consider this a loving letter	Page 61 1 regard to Shoe's relationship with Marshall? In other words, 2 have I covered it all, do you think? Are there any surprises 3 that you haven't told me about? 4 A. I think so. I think we've covered everything. I 5 would say that he would frequently say, when we were doing 6 estate planning, that Marshall would probably raise problems, 7 have problems — be a problem. He would say that to me 8 periodically as we would change things. I think that was one 9 of the reasons he didn't want him participating in that family 10 meeting. But nothing specific. 11 Q. And, again, it was always the case that, while there 12 may have been problems, other than the two times that you've 13 explained, Marshall was a regular one-third beneficiary like 14 his two brothers. 15 MR. HAYNSWORTH: Object to form. 16 A. I think we said three times. But, yes, that's — 17 Q. And we've talked about those. 18 A. Yes, that's my recollection. 19 MR. BLINCOW: All right. I think those are 20 all my questions. Thank you very much. 21 MR. HAYNSWORTH: I have no questions. 22 23 (Deposition concluded at 12:30 p.m.) 24 25

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STATE OF SOUTH CAROLINA)
: C E R T I F I C A T E
COUNTY OF GREENVILLE)

Be it known that I took the deposition of LESLEY R.

MOORE;

That I was then and there a Notary Public in and
for the State of South Carolina-at-Large;

That by virtue thereof, I was duly authorized to
administer an oath;

That the witness was by me first duly sworn to
testify the truth, the whole truth, and nothing but the truth
concerning the matter in controversy aforesaid;

That the foregoing transcript of pages 3 through 61
is a true and correct transcript of the testimony given in this
matter;

That I am not related to nor an employee of any of
the parties hereto, nor a relative or employee of any attorney
or counsel employed by the parties hereto, nor interested in
the outcome of this action.

WITNESS MY HAND AND SEAL this 10th day of December,
2020.

Irveta J. Shouse
Notary Public for South Carolina
My Commission Expires: 07/24/2022

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Transcript of the Testimony of
EDWARD SLOAN SHOEMAKER

December 10, 2020

In the Matter of:
SHOEMAKER v. SHOEMAKER, et al

IRVETA J. SHOUSE/IJS
Court and Deposition Reporter
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Greenville, SC 29601
Phone: 864-303-1723
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STATE OF SOUTH CAROLINA)
: IN THE PROBATE COURT
COUNTY OF GREENVILLE)

James Marshall Shoemaker, Jr.,)
:
Decedent.)

James Marshall Shoemaker, III,)
:
Petitioner,)

-vs-) Case No: 2018-ES-23-01729

Lesley R. Moore, Esq. as Personal)
Representative and Trustee,)
Edward Sloan Shoemaker, and)
Jonathan Evans Shoemaker, as)
Beneficiaries,)

Respondents.)

DEPOSITION OF EDWARD SLOAN SHOEMAKER

PURSUANT to Notice and/or agreement between the parties,
the deposition of Edward Sloan Shoemaker, called by the
Petitioner, was taken commencing at the hour of 11:00 a.m. on
Thursday, December 10, 2020, via Zoom teleconferencing with the
parties in separate locations.

IRVETA J. SHOUSE, Reporter

EDWARD SLOAN SHOEMAKER
December 10, 2020

APPEARANCES:

BLINCOW GRIFFIN LAW
126 Meeting Street
Charleston, SC 29401
BY John K. Blincow, Jr., Esquire
.....On behalf of the Petitioner

BROWN, MASSEY, EVANS, McLEOD & HAYNSWORTH, LLC
106 Williams Street
Post Office Box 2464
Greenville, SC 29602
BY Knox L. Haynsworth, III, Esquire
.....On behalf of the Respondents

Also Present (via Zoom teleconferencing)

James Marshall Shoemaker, III
Jonathan Evans Shoemaker
Lesley R. Moore, Esq.

STIPULATIONS:

This deposition is taken pursuant to the South Carolina
Probate Court Rules of Civil Procedure; reading and signing of
the deposition by the witness are expressly reserved.

EXHIBITS:

See Index, Page 3.

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1 EDWARD SLOAN SHOEMAKER, having first been duly sworn
2 to tell the truth, testified on his oath as follows:
3 EXAMINATION
4 By Mr. Blincow:
5 Q. Good morning. How are you?
6 A. Good, John. Thank you. How are you?
7 Q. I'm fine. Been a long time. But I am here this
8 morning to take your deposition. Have you ever given a
9 deposition before?
10 A. Yes.
11 Q. Tell me about that. What were the circumstances of
12 that?
13 A. Well, it had to do with my work. Suing the federal
14 government over fucking up the land...sorry. So we took 'em to
15 court. Won.
16 Q. Got it. You were not a party. It was your
17 employer, or your company?
18 A. Yeah, I was the plaintiff, if you like.
19 Q. Any other depositions besides that one?
20 A. Written depositions, as a party, but no —
21 Q. Same sort of thing, with regard to your work?
22 A. Yes.
23 Q. There are a few things I need to tell you that our
24 rules require. But you understand you're under oath, you're
25 bound by the answers you give this morning?

INDEX OF EXHIBITS

Petitioner's No.	Description	Entered at Page
1	Deposition Notice	11
2	DNR Order and e-mails between Jonathan Shoemaker, Sloan Shoemaker and Katya Spicuzza	14
3	Letter from Marshall to Sloan dated February 7, 2019	33
4	E-mails between Jonathan Shoemaker and Sloan Shoemaker in March 2018 Re: night nurses	38
5	E-mail exchange between Jonathan Shoemaker and Ben Clauss dated April 16, 2018, and e-mail exchange between Jonathan Shoemaker and Sloan Shoemaker dated April 14, 2018	42
6	E-mail from Sloan Shoemaker to Jonathan Shoemaker re: DNR dated April 19, 2018	44
7	E-mail exchange between Jonathan and Sloan and Katya in May 2018	45
8	E-mail exchange between Jonathan, Sloan, Marshall and Detective Palmer Re: Concerns about elder fraud with my parents" dated June 2018	52
9	Collection of various e-mails	55
10	Sloan's e-mail to Detective Palmer	59

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1 A. Yes.
2 Q. Also, you may not be able to answer a question that
3 you don't understand. So if I ask something that you don't
4 understand, stop me and I'll start over again, all right?
5 A. Okay.
6 Q. Also, you understand that once we start your
7 testimony, you're not allowed to discuss it with Knox.
8 A. Yes.
9 Q. And so if you have any questions, you need to direct
10 those to me, all right?
11 A. Okay.
12 Q. And because our rules allow only one deposition in
13 your dad's case, will you agree to answer my questions as
14 completely as you can?
15 A. Sure.
16 Q. Okay.
17 MR. BLINCOW: And, Knox, no one's objecting
18 to the court reporter being in Greenville and
19 the witness being in Colorado; is that right?
20 MR. HAYNSWORTH: That is correct. We are
21 all staying safe and isolated.
22 MR. BLINCOW: There you go.
23 Q. And, Sloan, if you need to take a break, just let me
24 know and we will be glad to do that. Fair enough?
25 A. Thanks.

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Page 6 1 Q. All right. Can you tell me where you live, please 2 sir? 3 A. You want my address? 4 Q. Yes. Please. 5 A. 1071 County Road 111, Carbondale, Colorado. 6 Q. And I think I know the answer to this, but where is 7 Carbondale, say, in relation to Denver? 8 A. It's three hours west. A landmark people are more 9 familiar with is Aspen, and we're thirty minutes down the 10 valley from Aspen. 11 Q. West. All right. And how long have you been out in 12 Colorado? 13 A. Since the fall of 1984. 14 Q. When did you finish school? 15 A. Spring of 1984. 16 Q. Where did you go to — all right, so you would have 17 finished Christ Church school. 18 A. '79. 19 Q. Got it. Do you still stay in touch with any of your 20 high school buddies? 21 A. Some. Yeah. Not many, frankly, but some, yeah. 22 Q. What would be some of the names of the guys or girls 23 that you would be closest to? 24 A. Well, Al Hipp was my long-time best friend growing 25 up. Appy Apperson, who has done a similar journey with taking	Page 8 1 That's tongue-in-cheek. 2 Q. Not bad work if you can get it. 3 A. Yeah, right. I retired from — I was executive 4 director of a non-profit conservation organization, working in 5 this area for twenty-plus years. And I stepped away at the end 6 of...I guess it was fall of 2017. I can't remember exactly. 7 Stepped away because it was time to move on, I was gonna burn 8 out, and I was ready to hand it off to the next generation who 9 had more energy and more at stake, frankly. And also, 10 concurrently, there was the growing need for someone to be 11 available on a short-term basis to respond to my parents' care 12 needs. And so my retirement addressed multiple needs. 13 Q. All right. And do you have a plan to get back into 14 the workforce, or is that it? 15 A. Well, I don't have any concrete plans. I've been 16 doing some writing. I was publishing a piece in the local 17 paper for a while. Little bit of consulting here and there. 18 Nothing too substantial. Really, right now, my wife is the 19 working member of the family and I'm the household caretaker. 20 Q. Got it. Does your wife work outside the home? 21 A. Yeah. She has a personal coaching business. 22 Q. In what regard? 23 A. She is a life-long educator. And when we got 24 married and started having family, she stepped away from 25 education, and wanted to get back into that world but not in
Page 7 1 care of elder parents at Cascades. Bill Beattie some; see him 2 when I go home. When I went home before, I haven't been there 3 in a while. 4 Q. Yep. 5 A. Those are the top three that come to mind. 6 Q. Got it. Thank you. So if you finished high school 7 in 1979, where'd you go to college? 8 A. Washington & Lee University. Can't remember the 9 dates. 10 Q. So finished in '84 and moved out to Colorado. 11 A. Yes. 12 Q. And you're married; is that right? 13 A. Yes. 14 Q. First marriage? 15 A. Yes. 16 Q. Children? 17 A. Yes. 18 Q. How old are they? 19 A. Two girls, fourteen and seventeen. 20 Q. Looking at colleges for the older one? 21 A. Started the process. I think there's a desire to do 22 some visitation this year, but, you know...weird time. 23 Q. And tell me about you — what do you out there? I 24 really don't understand, so I need you to explain it, please. 25 A. Well, my current job title is trophy husband.	Page 9 1 the classroom. And so she works with — you know, she's been 2 working with a lot of different people: moms like herself who 3 have been trying to get back into the workforce, coaching them 4 on how to do that, working with teenage kids, working with 5 parents and kids. And she's currently developing some 6 curriculum for gap-year programs for kids. That kinda thing. 7 It's more extensive than that, but that gives you the picture. 8 Q. I've just seen an e-mail, sopriss — s-o-p-r-i-s. 9 Was that the name of the non-profit? 10 A. No, that's the name of a prominent geographic 11 feature, Mount Sopris, that looms over Carbondale, and they 12 named the Internet provider after it. The Wilderness Workshop 13 was the non-profit that I was the director of. 14 Q. Okay. And did that have a single issue or multiple 15 issues that were the focus of Wilderness Workshop? 16 A. We focused entire on federal public lands. That 17 means national forests or Bureau of Land Management lands. And 18 our mission was basically to protect their ecological integrity 19 and wild character, so that we would leave something behind, 20 for next generations, like we found it. And so the issues we 21 addressed were anything that was detrimental to that mission. 22 So it was oil and gas development, we took on the oil and gas 23 industry, logging, mining, recreational development, ski 24 industry. And, you know, then worked with a lot of forestry 25 colleges to address the effects of climate change on our

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Page 10 1 national forests, be they insect infestations, or wildfire, or 2 whatever. 3 Q. Got it. All right. Thank you. 4 Since your mom passed away, have you been back to 5 Greenville? 6 A. There was an initial flurry of activity after she 7 passed away, in organizing and coordinating the management of 8 the estate. The physical elements of the estate. And once we 9 contracted with a person who does that professionally, I 10 stopped going back and I haven't been back since. 11 Q. Okay. Now, you lost me there a little bit. Who did 12 you contract with? I mean, what was the nature of the work 13 that needed to be done with regard to your mom's estate? 14 A. Well, it's all the physical items: the house, 15 the — 16 Q. Furniture. 17 A. — belongings. Yes. Furniture, clothing, you 18 know, kitchenware, silver, jewelry. All of that stuff needed 19 to be dealt with in an organized and fastidious manner. So it 20 was an overwhelming task for us who don't live there, and so we 21 contracted with a person who does it professionally. I can't 22 think of her name. Oh, wait. Nell O'Keefe is her name. And 23 she took care of it all, and obviously it had to go into 24 storage, pending the outcome of this process. 25 Q. Right. And I believe—well, I don't believe— we	Page 12 1 and from Jonathan, those have been produced to Knox? 2 A. Yes. 3 Q. All right. Can you tell me, have you done anything 4 to prepare for this deposition today? 5 A. Other than observing Jonathan's deposition and 6 reading the documents that were in the packet, no. 7 Q. Have you had a chance to read Jonathan's deposition? 8 I think we got it one day earlier this week. 9 A. I have not read it, no. 10 Q. And when you mention a package, is that something 11 that Knox would have sent you yesterday? 12 A. It was the twelve exhibits that you provided in 13 advance of Jonathan's deposition. 14 Q. All right. 15 A. And an additional one that showed up this morning. 16 Q. That's right. Okay. If your dad passed away in 17 July of '18—and you mentioned that it sort of fell to you to 18 manage things, I guess— when was the last time you visited 19 Greenville prior to your dad passing away? 20 A. Prior to my dad passing away? 21 Q. Correct. 22 A. Well, I was there the day before he passed away. So 23 I can go into details about that visit. Would you like to hear 24 that? 25 Q. Let me make sure I understand and then I'll ask you. 26
Page 11 1 took Lesley Moore's deposition a couple weeks ago and there was 2 some antique furniture that ended up at your uncle's house. Is 3 that part of the process? 4 A. Yeah. 5 Q. Got it. Did you have a chance to see the Notice 6 that I had sent to Knox about doing this? Well, it wasn't many 7 days ago, but did you see the Notice that I prepared? (EX-1) 8 MR. HAYNSWORTH: I don't think I sent it to him, 9 John. 10 Q. I can get at it this way: Have you made an effort 11 to try to capture and produce all e-mails and correspondence 12 that might relate to this case? 13 A. Yes. And you should be in possession of those. 14 Q. And you're satisfied you've looked where those kinda 15 things might be? 16 A. Yes. 17 Q. All right. I know that in Marshall's case, his dad 18 wrote him a couple of letters, handwritten letters. Did your 19 dad ever write you similarly? 20 A. I received very few handwritten letters from my dad, 21 and they usually weren't very rich with content. 22 Q. And let me see if I can close this door. Your mom 23 was not an e-mailer; is that fair to say? 24 A. That's correct. 25 Q. So in terms of e-mails to and from your dad, or to	Page 13 1 But did you happen to leave before he passed away, or were you 2 there the whole time? 3 A. I left the day before he passed. So he passed on 4 Saturday, I left on Friday. And I had been there for two weeks 5 prior, because he had been hospitalized and I showed up to be 6 with him, help him, as ever I could, with him and mom. With 7 the goal being to get him stabilized in the hospital so he 8 could get home, frankly, to return to hospice and live out his 9 remaining days. At the time, we thought it was weeks, if not 10 more. Didn't know that it was days. And so I left. I think 11 we got him home on a Monday or Tuesday of that week, and 12 settled in, got a routine going, got the hospice all dialed in. 13 And it seemed like everything was stable, and settled, and I 14 told him, "I gotta go home and see my family and I'll be back 15 and I'll see you again in a few days." And his last... Well, 16 anyway... I left, and he said goodbye. And we didn't realize 17 it was goodbye-goodbye. 18 Q. And that visit was for several days, you mentioned? 19 A. Two weeks. 20 Q. I'm sorry? 21 A. Two weeks. 22 Q. And that coincided with a hospital admission; is 23 that right? 24 A. Right. 25 Q. Got it.

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Page 14 1 A. Can you hear me okay? Do I need to speak up. 2 Q. No, no, I'm good. Can you hear me? 3 A. Yeah, fine. 4 Q. I have records of an ER admission in May. were you 5 involved in that at all? 6 A. For Dad? 7 Q. Yes. 8 A. I don't recall that one. Do you have any more 9 details on that? 10 Q. Yeah. Look, please, at what we have marked as 11 Exhibit 2. And I believe...well, this is from Jonathan. I 12 believe in order to become a hospice patient you have to have 13 this DNR status. Is that your understanding? Do Not 14 Resuscitate? 15 A. You know, I don't know if it was a necessity. But 16 it was certainly something that the doctor was a strong 17 proponent of, for the reasons outlined in an e-mail that you 18 have in one of the exhibits. 19 Q. Sloan, if you look at the third page, Marshall (sic) 20 asks how your trip to Greenville was. 21 MR. HAYNSWORTH: Are you on Exhibit 2, John? 22 MR. BLINCOW: I'm on Exhibit 2. 23 (Off-record discussion regarding marking of exhibits) 24 (PETITIONER'S EXHIBIT NO. 2 MARKED AND ENTERED) 25 Q. And Jonathan asks how your trip was, and you said,	Page 16 1 and stuff, that I might've overlooked one. But I don't recall 2 one in May. 3 Q. Okay. And you don't recall — do you recall 4 leading the charge in order to get this DNR order in place? Or 5 not so much? 6 A. No, I do. I recall that. I was there, went to a 7 doctor's appointment with dad. And this is something that we 8 had been talking about for a while. Because we knew they had a 9 Living Will, which, you know, basically said no extraordinary 10 efforts to prolong life, and the details of that were — the 11 only thing that was spelled out was, you know, no feeding 12 tubes, or... I think that was the extent of it. And there's a 13 whole lot of space between feeding tubes and nothing. And I 14 wanted them to get really clear on that so they had an 15 understanding of what the possibilities were. And so I went to 16 Dad's respiratory/pulmonary doctor's appointment with him and 17 raised the question, and I asked him for advice. And that's 18 when he described that, you know, "You guys need to have these 19 conversations in advance while everyone's conscious, so that 20 you're not wrestling with these awful decision in a critical 21 moment. And talked Dad into it, he agreed, and we got the DNRs 22 and got them posted around the house. 23 Q. And do you recall that about this time period, Early 24 May, is when he first started hospice at home? 25 A. Yeah.
Page 15 1 "(Mom and Dad) are pretty good. Dad gets tired but he's in 2 good spirits. Mom is nuts but cheerful." And that would have 3 been at the end of May. Do you see that? Does that — 4 A. Yeah. 5 Q. Was your dad — here's my confusion. I thought 6 that he had had this trip to the ER and had been discharged and 7 was home for on the order of weeks before he passed away. And 8 then when you mentioned that you got your dad home and 9 situated, and then he passed away shortly after, that's my 10 confusion. 11 A. Yeah, I understand the confusion. There's a lot of 12 back-and-forth. But all I can tell you is that in early July 13 he was hospitalized with an acute respiratory distress critical 14 event. And I think he was — he was on hospice, and then he 15 had this respiratory arrest event that they ended up calling 16 9-1-1 for, and he was scooped up and taken to the hospital, and 17 then I showed up the next day. So I sat with him a week and 18 then got him home, and sat with him rest of that week, and 19 that's when I left on Friday and he died on Saturday. 20 Q. And you're only aware of the one — say, from May 21 until your dad passed away, you're only aware of the one 22 admission. 23 A. That's right. That's what I can recall. I'm sorry. 24 I mean, there were so many with Mom in and out, and Dad's 25 comings and goings with nurses and medical providers, and falls	Page 17 1 Q. And then, you're right, there was an emergency 2 situation which led to an admission, and got discharged and 3 came home a second time. Correct? 4 A. I don't know about second, but, yes, he came home. 5 Q. All right. Do you recall a switch in the hospice 6 providers? 7 A. Yes. 8 Q. What was driving that decision? 9 A. Well, I know of one for sure. When you call EMS and 10 you engage in the medical system outside of hospice, that 11 cancels hospice. Because the whole point, obviously, is to not 12 do that, and just be comfortable at home, and slip away 13 gracefully. And so when he had that respiratory distress and 14 they called EMS, that, you know, by definition, canceled that 15 hospice and we got a new one arranged while he was back in the 16 hospital so they'd be available when he got home. 17 Q. All right. 18 A. There may have been a previous one. I think there 19 might've been three hospices and the first one we didn't like, 20 because they were inattentive, or didn't like the attitude. 21 That was the one he was with when he dialed 9-1-1, and then 22 third one is the one that was with him in the end. 23 Q. What was driving the decision to go to a third one, 24 or a different one, when he came back from the hospital? 25 A. The previous one wouldn't take him back on.

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Page 18 1 Q. I see. 2 A. Because he violated it. Basically, dialing 9-1-1 3 violates the terms of that contract, I guess. So they 4 terminated it. 5 Q. But you weren't dissatisfied with the first one, it 6 was just that they didn't want, perhaps your dad as a patient. 7 A. We were dissatisfied with the first one, happy with 8 the second one. But when he went to the hospital, that 9 canceled and we had to find a new one. 10 Q. Okay. So you're there in late May, and you say, 11 "Dad gets tired but he's in good spirits." Tell me, what do 12 you mean by that? 13 A. Well, his lungs were slowly losing effectiveness. 14 And so his resting oxygen, blood oxygen saturation, was good 15 when he was sitting still and on the oxygen. But any exertion 16 at all caused his blood oxygen levels to plummet and he would 17 get really tired really easily. 18 Q. Like, say, getting dressed in the morning? That 19 kind of thing would be a stress? 20 A. Yeah. Getting dressed. Walking across the house. 21 You know, having to deal... Anything other than sitting still 22 was a stressor on his respiratory system. 23 Q. And would it exhibit itself in being short of 24 breath? Or what was the... How would you know he was being 25 stressed?	Page 20 1 what happened. I don't think I was updating him in real time, 2 waiting for it to get clear on my end. So I'm as much 3 responsible for that as he is — his receipt of it. 4 Q. Did you ever talk to your aunt about what she meant 5 by that? 6 A. No. 7 Q. All right. 8 A. Oh. And that particular visit, that might've been 9 the one that was connected to the aborted visit for Peter's 10 graduation. And so what I had planned to do was spend the 11 weekend in Atlanta, for the graduation, and then drive up to 12 Greenville and be with them for a couple of days. And I think 13 I was kinda figuring those details out on the fly, and then, 14 obviously, that kerfluffle happened with the graduation, which 15 threw that schedule into turmoil. So, yeah, there are a lot of 16 extenuating factors in that one. 17 Q. Well, I'm gonna ask you about that in just a minute. 18 But you did not go to the graduation in Atlanta; is that right? 19 A. That's correct. Under threat of death. 20 Q. Did not go. Did you go to Greenville instead? 21 A. Yeah. So I had a ticket, plane ticket, and I 22 thought, well, I might as well just use the ticket and go see 23 Mom and Dad. So I flew to Atlanta and rented a car and spent 24 the weekend with Mom and Dad. 25 Q. All right.
Page 19 1 A. Yeah, he would pant a little bit, and move really 2 slowly. I don't think he used a walker. But, you know, he 3 would steady himself on the furniture as he moved around the 4 house, that kinda thing. And he would verbally express how 5 challenging it was and how tired he was. 6 Q. Right. If you look, please, at the fourth page as 7 what we've marked as No. 2, there is an e-mail from your aunt. 8 And I guess you got copied on it. I think she may have sent it 9 to Jonathan but you were copied on it. 10 A. You know, I'm going off of the documents and the 11 numbering for Jonathan's deposition for No. 2 doesn't 12 correspond with that. So give me a second to find it. 13 Q. The first page of 2 is the DNR order. 14 A. Oh yeah? And there's an e-mail from Katya there? 15 Hang on a second. 16 Q. And end-of-April e-mail from her. 17 A. (Reviewing documents on computer) Oh, there. 18 Sorry. It was just a short one. I scrolled right by it. 19 Q. That's her observation, but did you notice your dad 20 confused in this spring of '18 — 2018? 21 A. No, I didn't. I didn't notice him confused. He 22 might've been confused about my visit. Because it was pretty 23 fluid, when I was gonna arrive, based on flight availabilities, 24 and demands at home, and it kinda happened all of a sudden. 25 And, you know, I don't think I was updating — I don't know	Page 21 1 A. Weekend plus two days: Monday and Tuesday. 2 Q. But there was clearly a visit after that visit where 3 you were there for more like two weeks. 4 A. Well, there are multiple more visits after that 5 visit. I think I — I mean, you have the schedule. I don't 6 have it in front of me, but I think I went in early June, just 7 by myself. And then in mid-June, maybe, went when my kids were 8 out of school. We went as a family, really with the 9 understanding that it was a last visit for my wife and my 10 daughters to essentially say goodbye. So we spent three or 11 four days there and then went down to Charleston to go to the 12 beach. 13 Q. You were by yourself for this last visit where you 14 happened to leave the day before your dad passed away. you 15 were by yourself. 16 A. Yes. 17 Q. Did you notice, say, from May to July, did he get 18 worse? Or was it status quo? 19 A. "It" being what? 20 Q. Yeah, sorry. His physical and mental condition. 21 A. His physical condition was on a precipitous decline. 22 His mental condition was stable. 23 Q. You never saw him confused or anything like that? 24 A. Not really, no. No. In fact, I thought — I think 25 somewhere in the e-mails that are part of this exhibit I

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Page 22 1 remarked in January that he seemed bitter and agitated and was 2 prone to fits of anger. But by June, he had this...I don't 3 know, it's more of a serenity that set in. And he seemed much 4 more at ease, and resolved to his fate, recognizing that he was 5 spending his last days. And, so, you know, there was this 6 equanimity that I was really kinda taken aback by, that I 7 observed in him in June and early July. In fact, he was 8 cracking jokes. 9 Q. And I just wanna — this is my characterization of 10 what you just said. But in a period of — in the months prior 11 to, say, May, June, July, he obviously had this pulmonary 12 condition, and he might get angry, or have a temper, in the 13 months prior to all this? 14 A. I can only speak to what I saw when I was there in 15 January. There's a written record in the e-mail that, you 16 know, he was irritable. And he and Mom were kinda sniping each 17 other. And anyone that's been married recognizes that. 18 Q. Right. All right. Were you — did you — what 19 was the normal plan, how often would you get Greenville to 20 visit your parents? Or did they ever come out to visit you, or 21 did y'all go to the beach for a week in the summertime, or 22 vacation together? What was the typical deal with that? 23 A. How far back do you wanna go? 24 Q. Just the last couple of years. 25 A. No, they didn't — I'm up at six thousand feet.	Page 24 1 really panned out. So that only happened twice. 2 And then in terms of my visit, you know, for the 3 last five, six, eight years, I forget, you know — well, more 4 than that, really. I mean, since they moved into Cascades. I 5 would frequently — well, we tried to go every Thanksgiving, 6 my whole family. We couldn't go for Christmas because my 7 mother-in-law's birthday's on Christmas, and so we stayed here 8 for that. But, also, Mom was in and out of the hospital for 9 various things, falls and stuff. And I know that that was 10 overwhelming for Dad. And so I would drop everything and go 11 visit with them. Take care of Dad and be Mom's advocate in the 12 hospital so that she got the best care possible. And I think 13 that was all very stressful for them. They just needed someone 14 to hold their hand a little bit while she was hospitalized. 15 Q. So the way it shook out is: Really, right after 16 your dad was diagnosed, if you wanted to visit, that would 17 require you and your family coming east for a visit. 18 A. Yeah. No, they didn't come west. Right. 19 Q. During that last visit with your dad, was there any 20 discussion about Marshall? 21 A. The last visit? You know, I don't think that — 22 that was the last thing on our minds, really. I don't believe 23 we talked about him at all. 24 Q. During that last visit, was there any discussion 25 about your dad's estate plan?
Page 23 1 There's not as much oxygen here. When Dad was diagnosed with 2 his condition, they gave him three to five years to live, and 3 they advised that he minimize his exposure to other people by 4 not flying. And it was painfully clear that putting himself in 5 a challenging respiratory environment like 6,000-foot elevation 6 was not a good thing to do. So he said, you know, that the 7 visits were over. And I think the two of them came when the 8 girls were littler. I don't know, maybe 2012, 2011, 2010, 9 something like that. 10 There was a period, there were two successive years, 11 that we gathered at Litchfield, Inlet Point, where we had a 12 condo, for a little family reunion/beach stays. I think we 13 went two years in a row. 14 Q. In the summertime? 15 A. Pardon me? 16 Q. In the summer? 17 A. Yeah, yeah. It was like early June or something 18 like that. 19 Q. Okay. 20 A. And then we talked about continuing on that 21 condition. I forget why Inlet Point was...why we didn't stick 22 with that. I think Mom was uncomfortable on the beach. She 23 has allergy to sun, and she's not very mobile, can't get around 24 very well, and walking on the beach was hard for her. So we 25 tried to find alternative gathering places and nothing ever	Page 25 1 A. No. That was all settled at that point. I mean, 2 those conversations occurred...let's see...I came home, I 3 visited them in the time period around Peter's graduation, the 4 aborted visit of mine. And, you know, obviously, when the plan 5 had been for me to go to the graduation and then come to 6 Greenville afterwards, and then I show up on Friday instead, 7 they were curious as to why. And I explained why. And that's 8 the point at which Dad said, "Well, may I see that e-mail that 9 Marshall sent?" And I shared it with them. And that's the — 10 I think that's the first time in these series of events that I 11 heard Dad...where it seemed that a switch flipped where he 12 said, "That's kinda the last straw." But he didn't talk much 13 more about it at that point. And then when we came again, as a 14 family, with my girls and my wife, in June, in early June, I 15 think at that point he told me that he had decided he was gonna 16 change his plan and what that meant. 17 Q. I'm basing these next couple of questions on what I 18 believe Jonathan told me. But was there ever a 19 time...(frozen)...estate plan? 20 REPORTER: I'm sorry, excuse me. Was there ever 21 a time... 22 Q. Let me start over again. Thank you, Irveta. 23 Sloan, when did you first find out about your dad's 24 estate plan? 25 A. Dad convened a meeting at Lesley's office...right?

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Page 26 1 Yeah, Lesley's office, in I think the fall of '17. We could 2 find that date. It was Mom and Dad and Lesley, and Ben Claus 3 from Merrill Lynch, and Jonathan and I. I can't remember if my 4 wife was there or not. And that's when we had a thorough, kind 5 of going over of the plans. Because dad was...he'd been given 6 a three- to five-year life expectancy. He was in year three, 7 maybe? Four? And at that point he wanted to convey all the 8 planning he'd done in preparation for his death. 9 Q. At that point — well, first, Marshall was not at 10 that meeting; right? 11 A. Correct. 12 Q. But Marshall was a beneficiary, along with you and 13 Jonathan; correct? 14 A. Yes. 15 Q. And that would have been the first time —I'm 16 again, basing it on what I believe Jonathan told us a week or 17 so ago— that would have been the first time that you were 18 aware of the value of your dad's estate. 19 A. Yeah. Absolutely. I was blown away. Had no idea. 20 I mean, I knew he did well for himself, but I had no idea that 21 it was that size. 22 Q. If I'm understanding you, the plan didn't change 23 until I guess three weeks before your dad passed away. 24 A. I think it was more than three weeks. He passed 25 away in mid-July and this was... I mean, I'm sure Lesley	Page 28 1 fair? 2 A. Yeah, I think that was the catalyst for it, sure. 3 Q. If you'd known then that he would have taken the 4 action he did, do you think you would have shown your dad those 5 e-mails? Or talked about it? 6 A. That would have been irrelevant in my decision- 7 making. He asked to see them and I showed 'em to him. 8 Q. And what you're telling me is that you recall, 9 because you had planned to go, you went to Greenville instead 10 of Atlanta. 11 A. Yes. 12 Q. This is getting in the weeds a little bit, but did 13 your dad keep his own checkbook, Sloan? 14 A. Yeah. Yeah. Well, I don't frankly know for a fact 15 that he did. I know there were checks written in the 16 household. Was it his or not? I don't know. I think he did 17 everything by credit card and cash. 18 Q. But whatever those month-to-month bills were, your 19 dad managed that as opposed to having a bookkeeper or something 20 like that? 21 A. I don't know how he managed his month-to-month 22 financial affairs. 23 Q. Would he have handled all of that? Was your mom — 24 did she have a checkbook or a credit card? If she went to 25 lunch with her friends, how would that work, do you know?
Page 27 1 could — 2 Q. Well, you're right. The end of May. 3 A. I think it was early June when he came to that 4 conclusion and made that decision. 5 Q. All right. To your knowledge, was there anything 6 other than this dispute, or blowup, about the graduation that 7 drove the decision to change the plan? 8 A. Well, as I said, Dad conveyed, like, "This is the 9 last straw, I've had enough." And so that speaks to a series 10 and a pattern of discord, as he remarked in that e-mail where 11 he told Marshall he didn't wanna talk to him anymore, or 12 whatever. So there's been a long history of it and I think Dad 13 had been back and forth on this issue over the decades, where 14 he'd written Marshall out once before and then, you know, had a 15 charitable moment where he wrote him back in. And then things 16 proceeded. 17 Q. When did you find out about taking Marshall out of 18 the plan and putting him back in? When did you find out about 19 that? 20 A. I think that was when I visited with my girls in 21 early June. 22 Q. Okay. I understand that you're saying there had 23 been years of discord and that your dad remarked, "That's the 24 final straw," or words to that effect. But it wasn't until you 25 showed your dad these e-mails that he changed his mind; is that	Page 29 1 A. Yeah, she — I mean, she had her own accounts, as 2 you know from the estate. And she had a credit card and she 3 had a checkbook. And I know that she wrote checks to Debbie, 4 Debbie Wine, the caretaker, on a regular basis. Yeah, that's 5 how they worked, they split the task. 6 Q. And I get that things changed and they moved into 7 this retirement area and so forth. But who would have been 8 —and these are two separate questions— who would have been 9 your parents' friends, and then did your dad have buddies 10 separate from that? Does that make any sense? 11 A. Are you asking me who their friends were at 12 Cascades? 13 Q. Well, I'll start with that, that'd be great. Yes. 14 A. Well, the Aikens. The Aikens — Bud Aiken and Mom 15 grew up together. They may have even dated in high school, I 16 don't remember. But they were nextdoor neighbors on Pine 17 Forest Drive forever. And they both moved out to Cascades 18 pretty soon after it opened. I think Dad made a few new 19 friends at Cascades. But I wasn't there enough, and when I was 20 there we weren't socializing, so I don't know who they were. 21 There were a lot of women, widows, who went to Cascades. Like 22 Franny Apperson and Evelyn Runge. And those are part of the 23 social circle. His closest friendships were associated with 24 the law firm. And, from what I'm aware, no one else from the 25 law firm was out at Cascades. Dad maintained a habit of going

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Page 30 1 — he kept his office at the law firm, right up until, you 2 know, six months before he died, I believe. Don't hold me to 3 that. And he would regularly go on. And I remember visiting 4 and seeing him trundle out of the house with his oxygen bottle 5 on a little wheeler, shove it in the car and go to the office. 6 And, you know, he didn't really have work to do, as far as I 7 know, other than taking care of his personal business. And my 8 conclusion was that that was largely a social outlet for him. 9 Q. I believe Lesley Moore testified that they would 10 have lunch at Pete's every so often. So maybe he'd get dressed 11 to go to the office so he could go out to lunch, maybe. 12 A. Yeah, that's true. And, in fact, Appy Apperson and 13 he became pals primarily through a Pete's lunch connection. He 14 was probably closer to some of my friends than I was at the 15 end. 16 Q. All right. Your Uncle Ned recently passed away. 17 Were you back in Greenville for that funeral? 18 A. No. 19 Q. Did you have any conversations with your Uncle Ned 20 about your dad's estate plan and Marshall? 21 A. No. The only time — I didn't talk to Uncle Ned 22 much at all throughout my life until — and the e-mail 23 reflects this, that you have in one of the exhibits. We went 24 out to dinner, Mom and I, and Ned and his son, John, my cousin. 25 Went out to dinner and then afterwards Ned asked if I would	Page 32 1 since he'd had a good conversation with your mom and was 2 concerned that he wasn't able to easily get in touch with them. 3 Fair? 4 A. Yeah. I mean, there's two sides to that story. The 5 complaint my parents had is that he never expressed any concern 6 about Mom, in her repeated hospitalizations. Never stopped by. 7 Never called to say "How are you?" You know. Never said, "I'm 8 sorry," etcetera. You know, it's the chicken or egg thing: If 9 he didn't feel like he was welcome and able, or what, what was 10 the cause. But that's the status of it. He didn't call 11 because he didn't think he was welcome to — and he was 12 concerned. You know. He would talk to Mom occasionally. I 13 don't think he talked to Dad at all. And he was concerned 14 about the way she was talking, which I detailed in an e-mail 15 that's one of the exhibits. And — 16 Q. The point there was that your mom might be — was 17 confused? 18 A. The point there was that, yeah, he was concerned 19 about her condition. I guess both mental and physical. Sure. 20 Q. Okay. You mentioned just a minute ago, Sloan, that 21 you were there in late May/early June and your dad said, "Hey, 22 let me see these e-mails." Help me square that with what I 23 thought I understood, which was that you dad's secretary Rita 24 was involved in that. 25 A. I don't know how Rita got involved in that. Because
Page 31 1 come over the next morning and meet with him. 2 Q. All right. I have seen that. But zero me in on 3 when in the process that would've been. 4 A. To be definitive, it would be helpful to look at 5 that e-mail because I wrote about — 6 Q. I don't wanna stop you, but just — 7 A. But I think that that was — I was there by myself. 8 It was either that aborted graduation weekend in May, or maybe 9 early June. I was there by myself. I can't remember. In that 10 time period, anyway. 11 Q. I'm with ya. 12 A. And Dad wasn't up for going out to dinner, so the 13 four of us went out. And then the next morning, Ned, you know, 14 asked me to meet with him. And he had some concerns. 15 Primarily about Mom. And what he conveyed, which I didn't 16 fully appreciate leading up to then, was how little 17 communication occurred between him and my mom and dad. And I 18 think there's a number of reasons for that. But he was 19 conveying his concerns and didn't feel like he had a clear 20 avenue of communication to Mom and Dad in order to express 21 those concerns and so he did it through me. 22 Q. Right. 23 A. But the topic of Marshall and the estate did not 24 come up at all in that conversation. 25 Q. He just at that time felt like it had been a while	Page 33 1 I had my laptop with me and I showed him on my screen. And I 2 don't really — I have zero recollection of Rita's involvement 3 in that. It may be that Jonathan sent those e-mails to her. 4 Or maybe, I think the printer at home didn't work and Dad 5 wanted 'em printed out, and maybe Rita printed them out or 6 something. I don't really know why she was involved. But I 7 showed them to him directly, on my screen. I can't remember if 8 I e-mailed them, too. I think I would have, but I don't 9 remember, frankly. 10 Q. E-mailed them to your dad? 11 A. Yeah. But directly to him, not to Rita. But, of 12 course, Rita had access to all his e-mails. So maybe that's 13 how she got involved. 14 Q. Do you recall a conversation with Jonathan to the 15 effect of, "Should I share this with Dad or not?" 16 A. That was a different thing. That was the 17 communication with the detective and Greenville police, not 18 this one. There was no conversation with Jonathan about 19 whether or not to share those nastigrams from Marshall. 20 Q. Did you get — 21 MR. BLINCOW: And, Irveta, let's mark the one I sent 22 earlier this morning as the next exhibit. 23 (PETITIONER'S EXHIBIT NO. 3 MARKED AND ENTERED) 24 Q. Sloan, did you get a typed letter from Marshall, 25 that we've now marked as an exhibit?

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Page 34 1 A. Yes. 2 Q. Did you respond to it? 3 A. No. 4 Q. When's the last time you've spoken to Marshall? 5 A. You mean to this day? 6 Q. Yes. 7 A. Briefly at the funeral. I guess Mom's funeral. 8 Q. And same with your dad's, too, I guess? Do you 9 remember? 10 A. Maybe. I'm not sure I did then. 11 Q. What did you take away from this letter that 12 Marshall wrote you in February of 2019? 13 A. You know, I saw it for what it was: working through 14 the steps. At that point, I just — it didn't feel sincere. 15 It felt proforma. And I just dismissed it as a self-serving 16 effort. 17 Q. When you mention working through the steps, you're 18 speaking of the 12-step AA program? 19 A. That's right. 20 Q. And time marches on. Do you have any feeling that 21 Marshall reaching out and apologizing, that he was sincere in 22 that? 23 A. No, I didn't feel it was sincere. 24 Q. As a recovering alcoholic, is he entitled to his own 25 perceptions about your dad's drinking?	Page 36 1 wanna be around him when he does. And he seems to always end 2 up that way when visiting Mom and Dad. 3 I was at my niece Mary's graduation and, you know, 4 the Sunday after there was a brunch. You know. Got through 5 the weekend pretty well, until that brunch, and Marshall found 6 something that triggered him to explode, and there was a big 7 scene in the restaurant. So, yeah, it's predictable. 8 Q. Was it a mutual thing, or was it a one-sided thing? 9 In other words, were either of your parents ever explosive or 10 volatile, or was it only Marshall? 11 A. Well, you want me to talk about a whole lifetime, or 12 what? 13 Q. Yeah. I mean, how you would describe it. 14 A. My dad had...he would...he was not nice some — he 15 would go into rages when we were little. And I'll be straight 16 up: one of the reasons I maintained any contact with Marshall 17 over the years was that we shared a similar experience growing 18 up, on the receiving end of Dad's anger and rage. And it was 19 expressed with a belt on many occasions. And not lightly. And 20 so, you know — and I'll be honest, I think in today's world 21 some of the behavior would be considered abuse. But it was a 22 different day back then, where, you know, it...it wasn't 23 exposed publicly. Whatever. And so Dad had, certainly, some 24 periods when we were younger when he would rage, and it was 25 really scary. And Marshall and I have that common history.
Page 35 1 A. As a recovering alcoholic or not, he's entitled to 2 his own perceptions. 3 Q. Did you share that feeling? That your dad may have 4 had a — 5 A. That Dad was an alcoholic? 6 Q. Yes. 7 A. No, I don't share that feeling. In fact, when 8 Marshall went on a rant, Dad had been dry for...he was dry for 9 — dry is the wrong word. He just didn't drink. And he'd 10 lost all interest in having any drinks in the last few years of 11 his life. So he stopped, even his evening cocktail. 12 Q. Do you know, is that what ticked your dad off? Or 13 was it something else about that e-mail chain between you and 14 Marshall and the graduation? 15 A. I don't think Dad gave a rat's ass what Marshall's 16 diagnosis of him was. So I don't think that that particular 17 comment had any bearing on Dad's thinking about Marshall or his 18 decision-making process. You know, there's plenty of other 19 material in that e-mail for Dad to be irritated at. 20 Q. And I guess that's what I'm asking. You think it 21 was something other than that? Something — 22 A. I think it's a lifetime accumulation of...to use 23 Dad's word...discord, which is very diplomatic. But, 24 nastiness. Volatility. Explosions. I mean, Marshall's like a 25 ticking time bomb: he's gonna go off eventually and you don't	Page 37 1 And I will validate that. But he mellowed over time. 2 And I didn't see — I mean, once I moved to 3 Colorado, there was a long period of time when I wasn't very 4 interactive with him, frankly, because I needed to get some 5 space. But I never — once I was out of the household, living 6 my own life, I didn't see any...any other examples of that kind 7 of raging at all, directed towards me. So that volatility, I 8 saw Marshall as the exploder, as the bomb, if you will. But it 9 takes two to tango and I think Marshall was responding to the 10 things that were said, or perceived to be said, or interpreted 11 to be said by Dad. 12 Q. You mentioned — and you have been gone a long 13 time. Maybe we all have. But are you aware of explosions 14 between Marshall and your dad that you were not a part of but 15 that you found out about some kind of way? 16 A. You know, they didn't go at it blow by blow, every 17 event, with me. But it was inevitable that it would come up, 18 that, you know, "Yeah, Marshall was here a month ago," or "We 19 talked to Marshall," and "it ended badly." And it always ended 20 badly, it seemed like, you know. There was the rare exception 21 that it didn't. And it got to the point where Dad really 22 didn't wanna deal with him. Mom was peacemaker in the family, 23 was the go-between. And Marshall was abusive to her, based on 24 her reporting of it. 25 MR. BLINCOW: All right. We've been at it

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Page 38 1 about an hour, so let's take a break. It's a little 2 after twelve. I would prefer to plow on through, but 3 I'm happy to stop, if people wanna stop. I'm proposing 4 we take a little five-minute break and finish up. But 5 I'll be glad to do it however the majority wanna do 6 it. 7 THE WITNESS: I prefer to plow on through, 8 too. I could take a pee break and then come back. 9 MR. BLINCOW: Let's do that. 10 THE WITNESS: Five minutes? 11 MR. BLINCOW: Five minutes. 12 (BREAK) 13 Mr. Blincow Resuming: 14 Q. Sloan, let's hope these are in sequence, but would 15 you look at what we've marked as Exhibit 6, please. (Referring 16 to Exhibit 6 to Jonathan Shoemaker Deposition) 17 (Off-record discussion regarding exhibit numbering) 18 (PETITIONER'S EXHIBIT NO. 4 MARKED AND ENTERED) 19 MR. HAYNSWORTH: So 6 to Jonathan will be 4 20 here; right? 21 REPORTER: Right. 22 MR. HAYNSWORTH: From Jonathan, Subject: Re: 23 night nurses, March 2nd, 2018. 24 Q. So this is in early March. And you make two points 25 to Jonathan, you know, "Seems like checking in on them is	Page 40 1 more acute, like gallbladder, or hadn't just fallen and was, 2 you know, in and out of the hospital, and on pain meds, or 3 whatever, and when things were stable and she was taking care 4 of herself and stayed hydrated, she was good. 5 Q. I see. 6 A. But this particular period of time...(audio/video 7 frozen) 8 Q. Uh oh. 9 REPORTER: You froze, Sloan. "But this particular 10 period of time..." and then you froze. 11 Q. Sloan, you froze. So if there's something important 12 in that last answer, would you repeat it. 13 A. Yeah. Well, the take-home is that there's a lot of 14 conversation in our e-mail exchanges back and forth about Mom 15 seeming to have early-onset dementia, or whatever it was. And 16 the take-home is: we're not doctors, and there's not a lot of 17 credibility to that kind of diagnosis from me and Dad. And 18 what I noticed over time, though, is that often her periods of 19 confusion or lack of clarity were associated with an underlying 20 medical condition, like her gallbladder. Or, you know, she had 21 these falls, one where she damaged her eye quite badly and was 22 hospitalized for a while. And it took her a long time to 23 recover from that—you know, weeks if not months—to get 24 her body stabilized again so her mental clarity returned. And 25 so my point is that when she didn't have one of the underlying
Page 39 1 warranted..." And I take it from your earlier testimony that 2 we're getting to a point in March where you might need to be 3 more involved in their care. 4 A. Sure. Yeah. 5 Q. And you mentioned, "...sounds like things are 6 getting a little whacky (sic) there..." Tell me what you mean 7 by that, please. 8 A. Well, Mom had a hospitalization in there somewhere, 9 and surgery for gallbladder removal or something, I think? And 10 what became increasingly clear over time is that Mom, when she 11 was having some sort of medical problem, one of the 12 manifestations, or signs, of that was her cognition. I'm not 13 sure if that's the right word or not, it sounds too clinical. 14 But when her chemistry, her blood chemistry, got off because 15 she was dehydrated, or had a gallbladder issue, or had fallen, 16 or wasn't taking care of herself, she had trouble. Trouble 17 tracking. And, you know, in reviewing the exhibits this 18 morning, there's talk of dementia. But over time it became 19 increasingly clear that as amateur diagnosticians might not 20 have penned that correctly. It seemed like much of her mental 21 clarity problems could often be attributed to her blood 22 chemistry being off, due to dehydration, or gallbladder 23 problems, or whatever, which would sort of cascade into meds 24 mismanagement, which further cascades into more confusion. But 25 when she didn't have an underlying medical condition, you know,	Page 41 1 otherwise medical conditions, she was fine. 2 Q. Yeah. If you look at the second page of your 3 Exhibit 4, Jonathan's 6, you mention, "The doctor's nurse 4 called me trying to reach Mom yesterday. I called Dad to pass 5 the message." Is that what you're referring to when you say 6 that she was not on her game with regard to her cognition? Or 7 do you remember what was going on? 8 A. So Jonathan's the one that said the doctor's nurse 9 called him. But, yeah, it's during this period of time where 10 she showed jaundice but I think it wasn't real clear yet that 11 she had an underlying gallbladder problem going. 12 Q. Okay. But it would be in a period of time like 13 there, where perhaps your mom's not reliable in relaying 14 messages from a nurse and so forth? 15 A. Yeah, right. 16 Q. Okay. And you mentioned to Jonathan, just below 17 that, that you had a discussion with Debbie, the housekeeper, 18 and "we don't wanna get her in trouble with Dad." What did you 19 mean by that? 20 A. What I mean by that is, Mom and Dad were sometimes 21 pretty stingy with information, and it was hard, from afar, to 22 get a good sense of what was going on. And, you know, I think 23 that's a generational thing. They're very private people and 24 weren't, you know, real forthcoming and revealing about things 25 that were personal or uncomfortable for them. And Debbie was a

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Page 42 1 very helpful conveyor of information, because she was there 2 every day. So I was in pretty close touch with Debbie the 3 last, what?, five to eight years or something like that. 4 Because she was eyes on the ground that shared information that 5 we couldn't get otherwise. And I didn't wanna jeopardize that 6 by, you know, letting Dad know that Debbie was sharing 7 information in ways that he might not appreciate. And, 8 clearly, it's an awkward, uncomfortable position: he's the 9 employer but, you know, we were trying to do the best thing for 10 our parents. And her providing information was a key component 11 for that. 12 Q. Let's go to...this is Jonathan's 7, and it'll be the 13 next number exhibit for you. And this is an e-mail from the 14 financial advisor, Mr. Clauss. 15 (PETITIONER'S EXHIBIT NO. 5 MARKED AND ENTERED) 16 Q. You with me? 17 A. Yes. 18 Q. And I believe you've — well, maybe not. Tell me 19 what is going on. So this is in April of '18. What prompted 20 this e-mail from him to you and your brother? 21 A. (Reviewing document) I'm scrolling through to re- 22 create the sequence of events here. I mean, I think it's 23 pretty clear in Ben's e-mail that he's just filling us in, that 24 he's filled out the 529 accounts that Dad set up for our kids. 25 Q. Again, from Jonathan's deposition, I believe	Page 44 1 A. Yeah. Yeah. I'm in regular touch with him. 2 Q. And tell me about that, please. 3 A. Well, he's just — he'll say, "Hey, I was thinking 4 about this, and the investment...your portfolio looks like it's 5 heavy on this, and it could do better if you do this," and, 6 "What do you think? Wanna make a change?" And, "Are you 7 considering the tax implications if there's a change of 8 administration?" and, "The estate tax rate changes 9 significantly." Conversations like that. 10 Q. I gotcha. And is that in connection with your dad's 11 trust, or both parents' trusts? 12 A. It's Dad's. And I frankly get confused about this. 13 And I think it's the IRA. Lesley could help clarify. Yeah. I 14 mean, there are some things that are bound up in this process 15 that we can't do anything about, and other parts are free. And 16 I think it's the IRA that's free, and so we're having 17 conversations about that. It's in trust for me. Lesley's the 18 manager of it. 19 Q. All right. I'm looking at No. 8, which will be the 20 next numbered exhibit to your deposition. 21 REPORTER: Number 6. 22 (PETITIONER'S EXHIBIT NO. 6 MARKED AND ENTERED) 23 Q. It's a one-page... Yeah. So what documents — it 24 mentions that you had a Living Will. How did you come to have 25 that?
Page 43 1 Marshall's children were older and would have been out of 2 school by 2018? 3 A. Well, that's when Peter's graduating, that spring, 4 yeah. And Mary was out. Right. 5 Q. Mary is a touch older than Peter. 6 A. That's correct. 7 Q. Okay. Do you know if your dad helped with the 8 finances of Marshall's children's education? 9 A. I have no knowledge of that one way or the other. 10 Q. So this is not related to the earlier "Let's sit 11 down and talk about your dad's estate plan," this is a funding 12 of these 529 accounts; right? 13 A. Yeah. Hang on a second. April 11th...April 14th... 14 Well, actually, it looks like that thread starts on April 11th 15 with me, at the bottom there, e-mailing Jonathan. And Ben was 16 just doing his due diligence, part of which I think was self- 17 serving, because he wanted to keep our business, you know, 18 after the estate changed hands. But he was just trying to get 19 us to think ahead a little bit about how, once the estate 20 transferred, our financial situation would be significantly 21 different than it is currently. And he wanted us to think 22 ahead about that, and some tax implications that would ensue. 23 Q. And I understand that you have sat down with him 24 about your dad's plan. Have you had any other in-person or 25 phone meetings with him?	Page 45 1 A. Well, I was in conversation with Dad about that, 2 and, you know, asked him what his wishes were. And he said, 3 "Oh, I've got it all spelled out in this Living Will here," and 4 he sent it to me. I read it. 5 Q. He e-mailed you that Living Will. 6 A. E-mail or post, I can't remember. But, yes, I got a 7 copy of it, and read it, and that's when it became clear to me 8 that it was — it didn't really address the in-between, where 9 the hard decisions needed to be made. And that's when we 10 started having conversations about a DNR. 11 Q. And that led to the DNR order in early May. 12 A. Yeah. Right. 13 Q. Let's look, please, at Jonathan's No. 9, which will 14 be the next numbered exhibit to your deposition. 15 (PETITIONER'S EXHIBIT NO. 7 MARKED AND ENTERED) 16 Q. All right. So I think it makes some sense. This is 17 an e-mail that your aunt sent to you, I believe. And then you 18 sent everything on to Jonathan. Is that accurate? 19 A. It is confusing, you're right. It looks like... 20 Well, it's initiated by Katya on May 14th. 21 Q. And she'd been in Greenville for a visit with both 22 parents. 23 A. Yeah. 24 Q. And she says what she says about your mom being 25 wobbly, and so on and so on. And big discussion about the fact

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Page 46 1 that perhaps neither of your parents should be driving. 2 A. Right. 3 Q. This is your e-mail the middle of May, sort of 4 saying, "Here's my take on it." 5 A. Yeah, exactly. And Katya, bless her heart, she's a 6 big personality, and has a lot of strong opinions, and isn't 7 constrained by her lack of full understanding of a situation 8 when she expresses those opinions. And so I just wanted to 9 give her a little more background: yeah, Mom is wobbly, but 10 that's nothing new, she's been wobbly for a decade. And, you 11 know, Katya parachuted in for a 12-hour visit and then left. 12 And she drew a bunch of conclusions from a snapshot she had. 13 And I just wanted to make sure she had the rest of the context. 14 Q. And you say your mom has trouble tracking 15 conversations. 16 A. Because her hearing was terrible and she didn't like 17 to wearing her hearing aids. But I acknowledged in there that 18 it wasn't just hearing; she'd always seemed to be not fully 19 engaged in the larger conversations going on around her. 20 Q. I'm gonna switch gears. I wanna back up a little 21 bit and make sure I'm understanding your testimony. 22 You mentioned Mary, your niece's graduation, and it 23 had been a happy family time until the last day. Something 24 like that? 25 A. Yeah.	Page 48 1 me what you can recall about that. 2 A. Well, you know, as his lung capacity declined and 3 the regulator on his oxygen was getting turned up from two to 4 six, to eight, whatever it was, ultimately —to max flow— he 5 wasn't getting enough oxygen when he was not at rest. So, 6 moving across the house, getting dressed, going to the 7 bathroom, taking a shower, eating a meal—all of that— 8 caused exertion. Any output of energy, he quickly got an 9 oxygen deficit. And I think it was extremely — I think it 10 was really scary for him. I know it would be scary for me. 11 And really uncomfortable. And really frustrating, too. I 12 think it may have been in May —maybe April, maybe March, I 13 don't remember, I was there so much— but I remember having a 14 meal and him moving from his den chair to the dining room 15 chair, and trying to manage his oxygen cord, and tripping over 16 it and sort of crashing into the refrigerator or something. 17 And I remember him saying, "God, I'm so sick of this, I just 18 wish it was over." And so at some point he was kinda like, 19 "I'm done. I'm done with this. I'm done with the hassle. I'm 20 done with the panic and the fear, and the discomfort and the 21 humiliation of it all." 22 Q. How long would it take to — you know, say he got 23 up in the morning and got dressed. Something like that. Or 24 moved from bed to chair. How long would it take for him to 25 recover and get back to his baseline?
Page 47 1 Q. Tell me about what happened on the last day when 2 things got sideways. 3 A. I was staying in the same hotel as Mom and Dad. I 4 think. I think so. But, anyway, we met for breakfast on a 5 Sunday morning. The brunch. And something happens, there was 6 some comment made by Mom or Dad that was insensitive to 7 something that Marshall was sensitive to and he exploded and 8 was raging at my dad in this restaurant. 9 Q. Do you recall what triggered it? Do you remember? 10 A. No. And I didn't care to, really. Because it's 11 just another — it's just like he's got buttons all over him, 12 waiting, looking for an opportunity to get pushed. And I don't 13 key in to the particulars of each one anymore. Or stopped 14 caring, really. 15 Q. And did your parents get up and leave? 16 A. No, Marshall's the one that stormed out. 17 Q. Did it have to do with Marshall's divorce, do you 18 know? 19 A. You know, the clouds are clearing a little bit. 20 There was some comment about his divorce. He didn't wanna talk 21 about it. Yeah, I mean... Sure. I don't know. Maybe it was 22 his divorce, maybe it was something else. 23 Q. You mentioned that your dad would be short of 24 breath, you know, getting dressed, maybe taking his meals, and 25 that kinda thing. And I believe you mentioned panting. Tell	Page 49 1 A. A few minutes. Couple of minutes. And it changed. 2 It was a dynamic situation, so I can't — there's no number. 3 Q. You mentioned "I'm tired of this, I've been at it a 4 while and I'm sick of it." Was the normal routine to get up 5 and get in a chair, or did there just come a time when he said, 6 "To hell with it, I'm gonna stay in bed."? 7 A. No. You know, he was an old-school, formal guy. He 8 got up and got dressed every day. And has his routine. 9 Q. I'm pretty sure that would include khakis and a Rush 10 Wilson button-down; right? 11 A. You got it. Got the uniform on. What are you 12 wearing, are you wearing khakis? 13 Q. (Indicating) 14 A. Yep, there you go. You look like dad. Yeah, he'd 15 get up and get dressed and have his breakfast. And if he went 16 to the office, still, he would do that. Doctor's appointments. 17 Help Mom with her stuff. Whatever. 18 Q. But, obviously, you mentioned it was dynamic and it 19 would depend on the stress. But once he got in a chair and got 20 the oxygen flowing and so forth, the recovery time would be how 21 long, before he was back to baseline? 22 A. A minute or two. Not long. 23 Q. Okay. Were you ever able to — you mentioned this 24 miscommunication, or poor communication, from Uncle Ned's 25 perspective there, you know, at the end. Were you ever able to

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Page 50 1 — and, obviously, people have different perspectives, but 2 were you ever able to put your finger on what was causing that, 3 what was causing the difficulty in that relationship? 4 A. I mean, I know of one particular thing, but I think 5 it was an accumulation of things. But there was one particular 6 thing, where there is a cemetery plot at Christ Church, that my 7 grandparents are buried in, that was willed to Mom and Ned. 8 And then at some point, Ned did a quiet, sort of...what's the 9 right...I don't know the term of art here, but gave it to Mom. 10 And then she became the decider on what happens with the plot. 11 And something happened with Courtney, my cousin Courtney who 12 died young, being...and I don't know the details here, I think 13 Jonathan might know it better. But I think something happened 14 with regards to Courtney being buried — he was in an urn, he 15 was cremated— in a place that Mom hadn't approved, or there 16 hadn't been clear communication or agreement on, or whatever, 17 and Ned just did it anyway. And I think that made Mom and Dad 18 really angry. 19 But Dad, you know, would routinely tell me how 20 disappointed he was in Ned's outreach and concern over Mom's 21 condition. And Mom had multiple falls, multiple 22 hospitalizations for one thing or another over the years, and 23 it was just crickets from Ned. And I think Dad was upset by 24 that and kinda wrote Ned off. 25 Q. In a perfect world, were your mom and her brother	Page 52 1 Mom and Dad, or Debbie mentioned something, or Jonathan filled 2 me in. Frankly, I don't remember. I wasn't part of that loop 3 at the time. 4 Q. Okay. What happened, though, is, you know, they did 5 get in the car and go and take some money out and send it 6 somewhere. 7 A. The details of that, or all that I know, are in 8 that...in one of those exhibits that you shared. And, truly, I 9 haven't — that's the only place I've heard the details 10 articulated. 11 Q. I gotcha. As I recall, and we can look at it, it's 12 No. 11 to Jonathan's. It'll be the next numbered one for 13 yours. 14 (PETITIONER'S EXHIBIT NO. 8 MARKED AND ENTERED) 15 Q. But Marshall sent an e-mail to the law enforcement; 16 correct? 17 A. I don't know exactly how it unfolded. I'm surmising 18 from the e-mail that there was a conversation with the 19 detective first, followed up by an e-mail that you have there 20 in the exhibit. 21 Q. Right. And then I think, as I read it, Jonathan 22 weighed in to the detective; you did not. 23 A. I did. 24 Q. Oh, you did? 25 A. Yeah. And that was in the disclosure that I
Page 51 1 Ned close, or not so much? 2 A. In a very reserved, Victorian kind of way, maybe. 3 Q. I get it. 4 A. Yeah. I mean, I think there was love, but it just 5 wasn't expressed. 6 Q. Did your dad ever faint as a result of this 7 pulmonary business? 8 A. I never witnessed him faint. And I'm not aware of 9 him fainting. I do know there was an instance —maybe more 10 than one— where he got out of bed too quickly, in the 11 morning, and lost his balance and fell over. And in one 12 instance he fell into a bedside table and it, you know, blew 13 apart into matchsticks, because he's a big dude. 14 Q. Right. 15 A. And then, eventually, they figured out a management 16 for that, which was to put a chair that he could fall into, if 17 he got out of bed too quickly, rather than hard furniture or 18 the floor. 19 Q. Tell me what you know of this...well, there's an 20 emergency and they need to wire some money down to Honduras, or 21 something. What do you know and how did you come to find out 22 about it? 23 A. I didn't know anything about it in real time. I 24 think I found about it months later when... I don't remember 25 who told me. I don't remember if it was a conversation with	Page 53 1 provided to Knox. But I simply said — first of all, Jonathan 2 copied me there, or blind copied me on it, maybe. And I said, 3 "Hey, what's that?" And then I sent the detective a note, 4 saying, you know, "I'm sorry you're getting dragged into the 5 middle of this family drama. But just so you know who you're 6 dealing with, this is a brother who just issued a death threat 7 to me because of a misunderstanding about a bedroom over a 8 graduation." And I never heard back from the detective. 9 Q. All right. Have you seen that e-mail? 10 A. What? 11 Q. Where you weighed in with the detective. 12 A. Have I seen it? 13 Q. Yes. 14 A. I wrote it. I don't understand your question, 15 sorry. 16 Q. No, no, that's all right. I'm probably confusing 17 myself. Is it in this... 18 A. I don't think so. I thought it was in the packet of 19 stuff I provided to Knox. If I overlooked it, I'll dig it up 20 and share it with you. 21 Q. Would you mind sending it to Knox, please, if you 22 don't mind? 23 A. No, I don't mind. 24 THE WITNESS: Knox, will you make a note of 25 that and remind me, please?

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Page 54 1 MR. HAYNSWORTH: I will. And this is your 2 e-mail back to Drew Palmer? 3 THE WITNESS: The detective, yeah. 4 MR. HAYNSWORTH: Who has a landscaping 5 business now, in case anyone wants to know what 6 Detective Palmer's up to recently. Lots less 7 dangerous than being a detective. 8 Q. Do you know anything about any other situations 9 where someone tried to defraud your parents? 10 A. I don't have any firsthand information about that. 11 All I know is, and I think it's in the record here, that it 12 happened again but that time they didn't fall for it. 13 Q. Now, I have seen that. 14 MR. BLINCOW: All right. Give me one... 15 Hold on a second. (Reviewing notes) 16 All right. Let me — we're gonna go off 17 the record for a minute and I'm gonna shuffle my 18 notes and finish up. All right? Give me five 19 minutes, please. 20 THE WITNESS: Sure. In the meantime, 21 I'll look for that e-mail. 22 (BREAK) 23 Mr. Blincow Resuming: 24 Q. So I understand you were there, you know, sometimes 25 for weeks at a time. Has any hospice nurse, or any hospice	Page 56 1 A. Yeah. 2 Q. To use the vernacular, "situation is normal, all 3 fucked up." What's going on in late January at the Cascades? 4 A. (Laughing) 5 Q. Those are your words, not mine. 6 A. Yeah, I know. I know. You know, I think that 7 everybody was struggling to figure out how to manage this 8 situation that was fluid, with dad on a decline. I mean, he'd 9 been stable for a long time during this three-to-five-year 10 sentence that he was given. And it wasn't until really the 11 last year that the decline really sort of...the curve got a lot 12 steeper. And everybody was sort of reacting. And I also think 13 that there was some medical issue with Mom that winter, in 14 January, and I can't remember what it was. I probably can 15 reconstruct it, looking back. But there was a medical issue, I 16 think, that had her sort of a little less than clear-headed. 17 And so she wasn't able to really and constructively engage in 18 Dad's care. And, you know, I'll acknowledge that my colorful 19 language there was a little dramatic. 20 Q. Well, you are sending it to your brother, so I get 21 it. 22 A. Yeah, but also — because I was struggling to 23 understand, too. And, you know, I'm, like, trying to 24 understand it is that Cascades actually did, if anything, to 25 help out these people in need. And I assume that since they
Page 55 1 person, besides Debbie the housekeeper, that was there a good 2 bit of the time, that sticks out in your mind? 3 A. Let's see. There was this wonderful woman who was 4 there when dad died. So who was employed by the last hospice 5 business that we contracted with. I can't remember her name. 6 Jonathan's got a good memory, maybe he knows, but I don't know. 7 But, yeah, she was there that last week. 8 Q. And you would say she was sharp and had a good 9 handle on things. 10 A. Yeah. Yeah, absolutely. 11 Q. Okay. 12 A. And prior to that, I mean, I think the first hospice 13 people we engaged with, they just...they didn't feel good, for 14 some reason or another. And then the second one had kind of a 15 rotating personnel, so I didn't get to know any of them really 16 well. And I didn't spend that much time with them there, 17 personally, either. And it was the last group, the last week, 18 that one particular woman who I connected with the most. 19 Q. Got it. Okay. Jonathan's Exhibit 12, which will be 20 the next exhibit to your deposition... 21 (PETITIONER'S EXHIBIT NO. 9 MARKED AND ENTERED) 22 Q. And I wanna zero in...the fourth page of that is an 23 e-mail that you sent to your brother. And now we're into 24 January. So this is six months or so before your dad passed 25 away. Right?	Page 57 1 bought into this full-service care facility that they would get 2 full service. And I was just flummoxed by the fact that they 3 wouldn't show up when one of my parents was on the floor and 4 can't get up. And Mom and Dad never gave me a clear 5 explanation for that. And I finally figured out, when I talked 6 to someone at Cascades, that it's this liability issue with, if 7 they're not in the care unit, then they can't touch 'em. And 8 independent means independent, there's no gray area there. So, 9 anyway, I'm figuring that out. Dad's figuring out how to 10 manage his life attached to an oxygen cord and, you know, 11 turning the dial up on it on a monthly basis. Mom was a little 12 loopy because of some medical issue that was going on there. 13 And they just weren't...they weren't their best selves at that 14 period of time. 15 Q. You would acknowledge, in this period of time, that 16 if your dad did take a fall he wouldn't be able to get up. 17 A. Yeah. Exactly. And there'd been instances where 18 that had happened. He just didn't have the strength to get 19 himself up off the floor. 20 Q. Yeah. And then you — 21 A. Let me clarify that. 22 Q. Sure. 23 A. He didn't have the strength, but also it was a 24 technique thing. And he learned, somebody taught him, about 25 rolling over on his hands and knees first and then raising

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Page 58 1 himself up slowly, using the four-poster bed, or something like 2 that. And so he was in a learning curve as well. 3 Q. I got you. And you mention here at the bottom that 4 you had dinner, and then Uncle Ned wanted to have breakfast the 5 next morning. You've told us about that. 6 A. Yeah. 7 Q. Do you think —and I get it, and I get that these 8 places are expensive— do you think back in this period of 9 time your parents needed a higher level of care than the 10 independent living business? 11 A. You know, it's hard to know when that moment was, 12 John. You know. They're on a spectrum, and there's a lot of 13 gray area, and the nursing needs weren't consistent. Clearly, 14 we identified — I identified in here that the need is gonna 15 be increasing over time. Were we there at that moment? I 16 think that I had a sense that that was the case. But they 17 didn't want anybody, they thought Debbie was fine. So that's 18 where we ended up at that moment. 19 Q. I get it. All right. 20 MR. BLINCOW: Knox, have you sent that 21 e-mail? I don't wanna jeopardize this link. 22 MR. HAYNSWORTH: I have. You should have 23 it. 24 MR. BLINCOW: Well, hold on a minute. 25 MR. HAYNSWORTH: Take a peak.	Page 60 1 fanatized conspiracy, that somehow Debbie Wine is involved in 2 an international conspiracy to defraud my parents. And it's 3 just paranoid delusion in my mind. And I wanted this detective 4 to know who he's getting involved with, if he's gonna follow up 5 on this. You know. And this was very soon after Marshall's 6 death threat to me and I was pretty...you know, I was still 7 kinda fired up about that. And I wanted to make sure that the 8 detective went in eyes wide open. And, clearly, he — because 9 we never heard — nobody ever heard from him again. He saw 10 that shit show coming and opted out of it. 11 Q. Right. There was no follow-up by the cop. 12 A. Nope. There was no follow-up. 13 Q. And you mentioned that you were fired up at the time 14 with this e-mail about the graduation. Fair to say you're less 15 fired up about that now? 16 A. Sure. 17 MR. BLINCOW: Okay. I believe those are all 18 my questions. Thank you very much. 19 MR. HAYNSWORTH: I have no questions. We'll 20 read and sign. 21 22 (Deposition concluded at 1:15 p.m.) 23 24 25
Page 59 1 (Pause) 2 MR. BLINCOW: All right, hold on, here it is. 3 MR. HAYNSWORTH: And I was gonna say, John, I 4 think another option —although I don't know how 5 to do it, Irveta might— if I sent it to Irveta, I 6 think there's a way she can throw it up on the 7 screen. 8 MR. BLINCOW: Hold on. 9 MR. HAYNSWORTH: But if you've got it and 10 Sloan's got it, that'll be good enough. 11 MR. BLINCOW: And I don't know that we need 12 — well, maybe since we've referred to it, we should 13 mark it some kinda way. 14 MR. HAYNSWORTH: I'm gonna send it to you, 15 Irveta. 16 MR. BLINCOW: And you can make it No. 10. 17 (PETITIONER'S EXHIBIT NO. 10 MARKED AND ENTERED) 18 Mr. Blincow Resuming: 19 Q. Sloan, the take-away is: You are weighing in, after 20 finding out about this scan, for lack of a better word, just as 21 you described a bit ago, and giving your two cents worth to the 22 police detective. 23 A. Well, I told him I'd be happy to talk to him about 24 it. And I just wanted him to know who he's dealing with. I 25 mean, Marshall's e-mail to the detective is full of this	Page 61 STATE OF SOUTH CAROLINA) : CERTIFICATE COUNTY OF GREENVILLE) Be it known that I took the deposition of EDWARD SLOAN SHOEMAKER; That I was then and there a Notary Public in and for the State of South Carolina-at-Large; That by virtue thereof, I was duly authorized to administer an oath; That the witness was by me first duly sworn to testify the truth, the whole truth, and nothing but the truth concerning the matter in controversy aforesaid; That the foregoing transcript of pages 4 through 60 is a true and correct transcript of the testimony given in this matter; That I am not related to nor an employee of any of the parties hereto, nor a relative or employee of any attorney or counsel employed by the parties hereto, nor interested in the outcome of this action. WITNESS MY HAND AND SEAL this 13th day of December, 2020. _____ Irveta J. Shouse Notary Public for South Carolina My Commission Expires: 07/24/2022

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SHOEMAKER v. SHOEMAKER, et al

STATE OF SOUTH CAROLINA) IN THE PROBATE COURT
COUNTY OF GREENVILLE)

IN THE MATTER OF:

JAMES MARSHALL SHOEMAKER, JR., Deceased

CASE NUMBER:

2018ES2301729

JAMES MARSHALL SHOEMAKER, III,
PETITIONER,

MARY HUNTER SLOAN SHOEMAKER, EDWARD SLOAN SHOEMAKER,
JONATHAN EVANS SHOEMAKER, LESLEY MOORE, and JOHN and JANE
DOE,
RESPONDENTS.

Probate hearing taken in the aforementioned matter was
heard before the Honorable Clayton L. Jennings taken via
videoconference via Zoom, on the 15th day of September,
2021.

TRANSCRIBED BY: Treasa Hix, Reporter
Notary Public for S.C.

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EXHIBITS:

(None marked)

(THIS TRANSCRIPT MAY CONTAIN QUOTED MATERIAL. SUCH
MATERIAL IS REPRODUCED AS READ OR QUOTED BY THE SPEAKER.)

1 THE COURT:

2 We are here in the matter of James Marshall Shoemaker,
3 Jr., under Probate case number 2018ES2307 -- excuse me
4 01729. The Petitioner is James Marshall Shoemaker,
5 III. Respondents are Mary Hunter Sloan Shoemaker,
6 Edward Sloan Shoemaker, Jonathan Evans Shoemaker, and
7 Lesley Moore, and John and Jane Doe. The Petitioner is
8 represented by attorney Knox Haynsworth. And -- I'm
9 sorry.

10 MR. BLINCOW:

11 The other way around.

12 THE COURT:

13 I'm sorry. Mr. John Blincow. And the Respondents are
14 represented by Mr. Knox Haynsworth. And we're here
15 today on Motion to Alter or Amend the Judgment issue in
16 this case granting Summary Judgment. Also on a Motion
17 for the Recovery of Costs and Fees. Prior to hearing
18 these Motions and earlier today attorney Blincow has
19 requested a continuance. And if I understand it
20 correctly it's on the grounds that the Memorandum
21 submitted by attorney Haynsworth was submitted without
22 sufficient time for him to consider it, and based on
23 the receipt of the requested attorney's fees and a
24 billing statement from Mr. Haynsworth received by Mr.
25 Blincow only two days ago. So why don't we first hear

1 Mr. Blincow's request for a continuance, and then once
2 we've made a decision on that we can either proceed to
3 the Motions or continue the hearings. Mr. Blincow.

4 MR. BLINCOW:

5 It please The Court. Judge Jennings, good afternoon.
6 My name is John Blincow and I represent Petitioner,
7 Marshall Shoemaker, III, and we have asked The Court
8 for a continuance on the Motion for -- to Recover
9 Attorney's Fees on the basis that we simply haven't had
10 a chance to fairly respond. And, Judge, what happened
11 is on June the 18th of this year the Respondent -- and
12 this would have been after The Court granted Summary
13 Judgment, the Respondent filed a Motion for Attorney's
14 Fees. That was on the 18th. On June the 23rd we
15 served Supplemental Discovery and said "Hey, please
16 send me all bills for all legal fees and services for
17 any work done on behalf of any of the parties in any
18 case." That was in the end of June. And then there
19 was an email saying "Hey, I can't respond to your
20 Motion for Attorney's Fees if you don't get me the
21 stuff." And on Monday, I believe late in the day, two
22 days ago I got an email and it had the Supplemental
23 Discovery Responses, and I believe 85 pages worth of
24 bills. I have not had a chance to go through those
25 bills, but what it was produced to me are the bills but

1 without any description. For example the first entry
2 is on June the 1st of 2021 attorney KH, Knox
3 Haynsworth, worked 1.4 hours and charged \$490 to the
4 file, but you can't tell what that's for. None of the
5 entries are described. And so, you know, if part of
6 the analysis is let's find out if these attorney's fees
7 are reasonable, there's no way that that can be done
8 because you don't know what the charges are for. I was
9 reading a talk that Judge Faulkner gave two years ago
10 and she says it just doesn't do if you want to recover
11 your attorney's fees to send in a sheet of paper that
12 says "Attorney's fees \$5,000 services rendered."
13 There's an analysis that goes with it. The Glasscock
14 case that she cites in her materials says "This is a
15 Family Court case but it really applies in Probate
16 Court and the parties are entitled to get their arms
17 around what's reasonable and what's not reasonable."
18 And there's no way to tell what's -- whether any of
19 this is reasonable or not given what has been produced.
20 And then there's this thing called a "lodestar," I
21 think which is a nine step analysis. None of that can
22 take place. On top of that, Judge, we've got this
23 response to the Motion -- or Memo in support of the
24 Motion for fees came right at the close of business
25 just a few minutes before 5:00 yesterday. And I have

1 not really had a chance to dig in and have not had a
2 chance to respond. I would note that it alleges all
3 sorts of things like bad faith on the part of the
4 Petitioner and so forth. And what we are asking for is
5 an opportunity to fully and fairly respond so that The
6 Court can decide the issue of whether recovery of
7 attorney's fees is appropriate or not in this matter.
8 It's discretionary and I have not had a chance to
9 barely -- really haven't read the whole darn thing that
10 was filed at 5:00 yesterday afternoon, but I know it
11 alleges bad faith. And we haven't had a chance to sort
12 all of that out and give The Court our response so that
13 we can have a full and fair hearing on the merits, and
14 because of that we ask that The Court continue the
15 hearing on that Motion.

16 THE COURT:

17 All right. And before Mr. Haynsworth responds -- now,
18 Mr. Haynsworth filed a Memorandum related to this
19 hearing yesterday. And I believe that you were
20 referring to that Memorandum which you received --

21 MR. BLINCOW:

22 Yeah --

23 THE COURT:

24 -- yesterday afternoon?

25 MR. BLINCOW:

1 -- on the 14th. And I looked this morning. It came to
2 me by email. I don't have my mailed copy yet,
3 obviously. It is --

4 THE COURT:

5 And there aren't any requirements for a party to serve
6 a Memorandum on another party within a certain time
7 prior to a hearing; are there? Well, that would be a
8 requirement The Court might impose according to local
9 rules and judicial preferences that all Briefs be filed
10 within a week, or three days, or two days of a hearing;
11 right?

12 MR. BLINCOW:

13 well, that's right. But it's also correct that we're
14 not supposed to have trial by ambush so to speak. And
15 there are all sorts of allegations in this Memorandum
16 that we would like the opportunity to respond to. For
17 example on page four of the Memorandum it talks about this
18 -- their evidence of bad faith and so forth. And it
19 doesn't seem unreasonable to me to, you know, let us an
20 opportunity -- give us an opportunity to -- a meaningful
21 opportunity to respond to what they are hanging their hat
22 on they say entitles to recover attorney's fees in this case.

23 THE COURT:

24 All right. Mr. Haynsworth, what do you say?

25 MR. HAYNSWORTH:

1 Judge Jennings, let me make this real simple for Mr.
2 Blincow. I withdraw the Memo that I filed yesterday.
3 Don't you even consider it. Everything in that Memo
4 I'm just going to argue orally in this hearing today.
5 I was just trying to make it easier for all of us by
6 committing it to writing. So if he wants a continuance
7 based on not having an opportunity to address what's in
8 that Memo, I withdraw the Memo. Everything in the Memo
9 substantively is already before The Court. I've got a
10 Motion for Summary Judgment. I've got Marshall
11 Shoemaker's deposition filed. I've got all of the
12 exhibits filed to it. Attached to my Motion is the
13 relevant testimony of Marshall Shoemaker as well as all
14 of the Affidavits. So I don't need the Memo to argue
15 my position. And since Mr. Blincow would have no
16 grounds to ask for a continuance if I started arguing
17 today, then I withdraw the Memo. So assume that's a
18 moot point. The issue --

19 MR. BLINCOW:

20 Well, yeah, I would like to be heard on that.

21 THE COURT:

22 You'll have a chance.

23 MR. HAYNSWORTH:

24 And on that and I think it's the only time I've ever
25 submitted to The Court the phrase "Me thinks thou dost

1 protest too much." But on this issue of timeliness if
2 you have a chance to read what I sent you, just as a
3 reminder for all of us, Mr. Blincow hits me the night
4 before the Summary Judgment hearing with a doctor's
5 Affidavit that ain't been notarized. And that is what
6 he relied on to oppose my Summary Judgment Motion, and
7 he didn't even bother to list the man as a witness. So
8 it seems to me that it rings a little hollow for a
9 Petitioner to be complaining about getting documents
10 before hearings at the eleventh hour when he did the
11 exact same thing to me. But, again, if that's the
12 issue, take the Memo off the plate. On the documents
13 and the redaction, Your Honor, I've looked at the
14 Glasscock case. I can share a screen with us, if you
15 want. It like many other cases just goes over the fact
16 -- and I haven't read the article that Judge Faulkner
17 did, but you're right. You can't just say "Hey, Judge,
18 I want \$5,000 in attorney's fees." You have to provide
19 The Court with the information with the elements that
20 The Court needs to assess. And my Affidavit that was
21 submitted months ago goes into those very elements. It
22 discusses the hourly rate. It discusses the rest of
23 the elements that The Court needs to consider to
24 determine the reasonableness of the fee. Now, what Mr.
25 Blincow is trying to argue is that somehow I should

1 give him all of my internal descriptions of what I did.
2 well, I grew up being an insurance defense lawyer, and
3 my descriptions are pretty darn descriptive. And in
4 there I've got information that I believe constitutes
5 attorney/client privilege or a work product. Now,
6 could I go through if I spent five hours and redact it
7 less, sure. But I don't understand the point, because
8 the person who decides the reasonableness of the fee is
9 you. And I'm not going to be a witness. And Mr.
10 Blincow's not going to have me on the stand, cross-
11 examining me about why it took me three hours to do a
12 Memo in support of a Motion instead of some lesser
13 amount. So him having unredacted copies of my bills in
14 my mind has no relevance to why we're here. We're here
15 for you to decide based on whether you think the work
16 we did and the dollars we charged was reasonable in
17 light of the factors that The Court considers. And you
18 don't need the description. But if you do, Your Honor,
19 I'm happy to provide you with completely unredacted
20 copies. You can have them before -- I can probably get
21 them to you before this hearing is over. All I did is
22 blank out the middle, 'cause I didn't think John was
23 entitled to read the description of what I did. But he
24 has got proof of bills and proof of the payments. If
25 the contention is "well, we don't know that Mr.

1 Haynsworth didn't load up Jim Shoemaker's file with
2 Polly Shoemaker's bills, why I'm sure if we keep on
3 going we'll be seeing Polly Shoemaker's bills," and I
4 will represent to The Court that we have billed them
5 completely separately. So I do not understand why we
6 cannot go forward with the hearings for either of the
7 reasons that Mr. Blincow has raised. And not to beat a
8 dead horse, but seems to me what's good for the goose
9 is good for the gander.

10 THE COURT:

11 Mr. Blincow, Mr. Haynsworth is saying that he provided
12 this Affidavit of attorney's fees and costs which was
13 filed on June 18th of this year, that he provided that
14 to you months ago and that his itemized lists of
15 billing is sufficient, and that there's no legal
16 requirement to show descriptive terms for each entry of
17 billing and that the case of Glasscock v. Glasscock
18 does not address that. It merely addressed the -- I
19 believe there are six or seven factors for The Court to
20 consider under that case regarding attorney's fees.
21 What do you say?

22 MR. BLINCOW:

23 What I say is that on June the 23rd just after he filed
24 his Motion to Recover Attorney's Fees, I served
25 Discovery and asked for a whole bunch of stuff and

1 didn't get --

2 MR. HAYNSWORTH:

3 In Polly's case.

4 MR. BLINCOW:

5 -- and didn't get -- asked for --

6 MR. HAYNSWORTH:

7 In Ms. Shoemaker's case.

8 MR. BLINCOW:

9 well, I asked for all bills for any work done on behalf
10 of any party. And those parties are Edward Sloan
11 Shoemaker and Jonathan Evans Shoemaker. I didn't get
12 Responses until Monday of this week, and those
13 Responses were not helpful in order to determine
14 whether what they are asking for is reasonable or not.
15 And The Court I don't think could conclude that what
16 they're asking for is reasonable or not given what we
17 have. There are other reasons that we -- I need --
18 there are other reasons that we believe the Motion for
19 Attorney's Fees ought to be denied.

20 THE COURT:

21 All right.

22 MR. BLINCOW:

23 But I am just not prepared to go forward with that
24 right now.

25 THE COURT:

1 well, I'm sorry. With what?

2 MR. BLINCOW:

3 With a hearing on the Motion for Attorney's Fees. And
4 what I'm getting at is, and what we're going to talk
5 about in a minute is, we intend to appeal this court's
6 decision to the Circuit Court. If we are correct and
7 the Circuit Court says "Hey, you shouldn't have granted
8 Summary Judgment," I'm going to send it back to Judge
9 Jennings and let's decide this case on the merits, are
10 they going to pay the attorney's fees back -- or do we
11 get the money back? In other words it's not a final
12 disposition of the case; right? You see what I'm
13 trying to say? I mean you may not agree with me, but
14 we're going up on appeal. If we prevail and it comes
15 back, then perhaps they're not entitled to the
16 attorney's fees that they're asking for at this point.

17 THE COURT:

18 wouldn't any award of attorney's fees be subject to the
19 outcome on appeal?

20 MR. BLINCOW:

21 Correct.

22 MR. HAYNSWORTH:

23 And then presumably, Judge, they've appealed the
24 attorney's fees too. So if one -- if the Summary
25 Judgment comes back then I guess the attorney's fees

1 could or could not come back. But I would assume you
2 would appeal both.

3 THE COURT:

4 Mr. Blincow, are you taking the position that anytime a
5 party seeks attorney's fees and costs that there must
6 be a descriptive itemized list of each entry of time
7 even if the descriptive terms violate attorney/client
8 privilege or include entries or information which
9 should be protected under work product protection?

10 MR. BLINCOW:

11 well, I am taking the position that if we're going to
12 be required to pay attorney's fees, we're entitled to
13 see what they're for. There are ways to protect
14 attorney/client and work product privilege, and the way
15 you do that is you prepare a privilege log and none of
16 that has been done. And then The Court can deal with
17 is this description attorney/client privileged or not.
18 We don't know.

19 MR. HAYNSWORTH:

20 Judge --

21 THE COURT:

22 All right. Mr. Haynsworth, what did you want to say?

23 MR. BLINCOW:

24 No, I had another point I would like to make. I
25 believe you asked -- anyway. In addition to the fact

1 that it would seem to me that we would be making work
2 to order attorney's fees, taking a deal, come back and
3 then have to deal with the issue of whether those
4 attorney's fees shouldn't have been awarded or not. In
5 other words it's not a final decision. It's premature,
6 so why are we awarding attorney's fees at this point.
7 In addition to that the parties in this case are not
8 out any money. Mr. Haynsworth -- and you know this by
9 what was produced Monday, Mr. Haynsworth has submitted
10 his bills to the Trust, and the Trust has paid his firm
11 those attorney's fees. The two brothers that we are at
12 odds with, Sloan and Jonathan Shoemaker, aren't out any
13 money, yet they seek to be reimbursed for money that
14 the Estate or the Trust has paid Mr. Haynsworth in
15 fees. And, again, if we were to prevail and money has
16 been paid to Mr. Haynsworth's firm out of a Trust and
17 some court were to determine that my client, Marshall
18 Shoemaker, is entitled to ten percent of the Trust or
19 whatever the number is, money has been taken out to pay
20 Mr. Haynsworth that would affect his ten percent. If
21 all of that comes to pass are they going to put it back
22 in there so that his ten percent would reflect what it
23 should reflect? The point is, again, we're premature
24 to award costs. And some of these allegations we would
25 like to be able to respond to.

1 THE COURT:

2 So tell me this: are you saying a court may not award
3 attorney's fees and costs if the case is on appeal?

4 HAYNSWORTH:

5 (Mumbles.)

6 MR. BLINCOW:

7 well, The Court may award attorney's fees and costs but
8 my point is I guess maybe just a more practical thing,
9 which is are we going to award attorney's fees, go up
10 on appeal, and depending on what happens maybe have to
11 deal with that all over again? And I would say we
12 ought not to deal with it now because it's not final.

13 THE COURT:

14 All right. So you're saying as a practical matter it
15 wouldn't make sense to move forward on a Motion to hear
16 -- a Motion for Attorney's Fees?

17 MR. BLINCOW:

18 That's right. Same rational, again assume that at some
19 point down the road my client prevails and a court
20 determines that he's entitled to some share of the
21 Trust. If several hundred thousand dollars have been
22 paid to Mr. Haynsworth's firm out of the Trust, and the
23 real parties who are fighting this thing haven't paid a
24 nickel, then somebody's going to have to put that money
25 back into the Trust so his percentage is really his

1 percentage.

2 THE COURT:

3 Isn't that argument based on a lot of facts that are
4 not in evidence and we're getting beyond --

5 MR. BLINCOW:

6 No. I'm just saying --

7 THE COURT:

8 -- what record we have and what is known?

9 MR. BLINCOW:

10 And we need a better record because I'm -- my -- and I
11 don't know this. But I believe what we're going to
12 find out is that Sloan Shoemaker hired Mr. Haynsworth
13 and his firm, Mr. Haynsworth and his firm have
14 submitted bills to the Trust, not a party. The Trust
15 has paid him, and the guys that are seeking recovery of
16 attorney's fees aren't out any money.

17 THE COURT:

18 Aren't you speculating about all of that?

19 MR. BLINCOW:

20 And I'm asking for an opportunity to get to the bottom
21 of it.

22 THE COURT:

23 All right. Now, as I recall --

24 MR. BLINCOW:

25 I didn't know --

1 THE COURT:

2 -- I was a law clerk for a Circuit Judge and we heard
3 the case of Russell -- I think it was Russell v.
4 Wachovia involving the Estate of Judge Russell, Federal
5 Court Judge from Spartanburg, and I recall that Summary
6 Judgment was granted. It went up on appeal, but in the
7 meantime The Court awarded attorney's fees and costs
8 prior to any disposition of the appeal. And as I
9 recall the attorney's fees and costs did not include
10 descriptive terms for each entry on the itemized bills.
11 So let me ask the two of you with regard to your
12 experience of The Court awarding attorney's fees, do
13 you believe it's customary or required that the
14 attorney seeking attorney's fees has to provide an
15 itemized list of each entry of time with a proper
16 description of that entry? And I'll ask Mr. Haynsworth
17 first.

18 MR. HAYNSWORTH:

19 So I think an Affidavit is submitted by the attorney
20 requesting the fees addressing the elements that the
21 case law says The Court is to consider, and The Court
22 determines based on those elements and its knowledge of
23 the case and the beneficial results of telling those
24 other indicia, you decide is the amount of money I want
25 reasonable for what we've done and what we want. And

1 it really doesn't matter whether John thinks it's
2 reasonable, or I think it's reasonable, or how I
3 describe it. It's much simpler than that. The Court
4 is simply deciding whether the amount of money I want
5 for the work I did is a reasonable figure. And if you
6 think it's unreasonable then you have the discretion to
7 come up with a different number. And, Judge, you know,
8 it seems to me we're back where we were with all of
9 this appeal nonsense. You know, Mr. Blincow appeals
10 your Summary Judgment and then takes the position for
11 months that the Motions I filed you can't hear. You
12 don't have jurisdiction anymore. And what we need to
13 do with all of this stuff in Circuit Court. And I go
14 to Circuit Court and I submit a case, I think I sent
15 you, clearly shows he's wrong. You don't lose
16 jurisdiction when there's a pending post-trial Motion.
17 So the day before we're going in front of Judge
18 Gravely, Mr. Blincow wanted to drive to Greenville for
19 that hearing and we work it out. And we all agree
20 you've still got jurisdiction. And now he's back
21 arguing again that "well, Judge, what you need to do
22 needs to somehow plug into what might happen on appeal"
23 is just crazy. Let's say we're in Circuit Court and
24 I'm asking for fees of the Frivolous Civil Proceedings
25 Sanction Act and you the Judge are inclined to award me

1 those fees. I prevail and you believe it was frivolous
2 and I submit an Affidavit and you give me attorney's
3 fees under that Statute and Mr. Blincow appeals both
4 decisions, what you do at the Trial Court level has got
5 absolutely nothing to do with what the Appellant Court
6 might do. His argument is in essence "well, you don't
7 have enough of a record in front of you, trial Judge,
8 so you just can't make a decision. And what we really
9 ought to do is maybe do some more Discovery even though
10 the case is over so, you know, I can then talk to the
11 Circuit Judge on appeal about all of this." Huh-uh.
12 All we're dealing with is a Trial Court making a
13 Summary Judgment Order and deciding at the Trial Court
14 level whether I'm entitled to fees. whatever happens
15 on appeal, happens on appeal. If you give us fees and
16 in Columbia three years from now the South Carolina
17 Court of Appeals says "well, that was wrong and the
18 fees were wrong," then arguably we might have to pay
19 Marshall Shoemaker back. But I've got a sneaky
20 suspension if you award fees against Marshall
21 Shoemaker, we ain't going to see a penny 'cause he's
22 going to appeal that. So there's not going to be any
23 "well, if Sloan and" -- I don't have an idea what John
24 is talking about about the Trust paying money and
25 Marshall being entitled to part of the Trust.

1 Marshall's got a one-sixth life interest in the
2 Insurance Trust --

3 THE COURT:

4 I don't think we need to get into that.

5 MR. BLINCOW:

6 Yeah.

7 THE COURT:

8 That's really --

9 MR. HAYNSWORTH:

10 So I don't understand what that had to do with
11 anything. I think we're way more complicating it.
12 Either the Trial Court can award reasonable fees or it
13 can't. I think you've got everything you need to do
14 that. And we have all known that this hearing was
15 coming up today. I submitted that Affidavit months
16 ago. The only thing that happened that gives Mr.
17 Blincow pause that I sandbagged him is the thing
18 Monday, the Memo in support of this. Again, to your
19 point, Judge, there is no time limit. But if Mr.
20 Blincow is so concerned that you're going to consider
21 that document, if that's why he suddenly needs more
22 time to go forth today, I'll withdraw it. I'll just
23 argue on the record the points I tried to make in that
24 Memo.

25 MR. BLINCOW:

1 I --

2 THE COURT:

3 All right. Mr. Blincow.

4 MR. BLINCOW:

5 Two things. I think the question was do you need some
6 support for your request for attorney's fees? And
7 again going on these materials from this CLE that Judge
8 Faulkner presented and she said that you should support
9 -- you should include timesheets in support of the
10 total amount you're requesting, we don't have that.
11 what we got wednesday before this hearing today is some
12 checks that were written by Merrill Lynch. Not a party
13 in this case. Well, the --

14 MR. HAYNSWORTH:

15 Do you think the parties keep the money in their
16 personal accounts?

17 MR. BLINCOW:

18 No. Well, I don't know where the -- I don't know. And
19 I asked for this, and I haven't gotten it. Who is the
20 account holder of this Merrill Lynch account with this
21 account number at the bottom? It's the Trust; right?

22 MR. HAYNSWORTH:

23 I have no idea, John.

24 THE COURT:

25 No, no, we're not --

1 MR. HAYNSWORTH:

2 I don't know.

3 THE COURT:

4 -- examining each other. You can be -- do it with your
5 argument, but --

6 MR. BLINCOW:

7 I have --

8 THE COURT:

9 -- I don't need to get into that sort of detail. I
10 would like you to continue with your argument.

11 MR. BLINCOW:

12 what I'm trying to say is based on what was produced to
13 us on Monday before this hearing today on Wednesday was
14 some checks written to Mr. Haynsworth's firm from a
15 Merrill Lynch account.

16 THE COURT:

17 Are you talking about in Discovery or what he provided
18 to you, which he also provided to The Court --

19 MR. BLINCOW:

20 No, I'm --

21 THE COURT:

22 -- in preparation for this hearing?

23 MR. BLINCOW:

24 No, I'm talking about the Monday afternoon Discovery
25 Responses which included the bills that are all

1 redacted and the checks to his firm from a Merrill
2 Lynch account.

3 THE COURT:

4 well, that's not an issue before The Court. The issue
5 before The Court is whether we're going to move forward
6 on a Motion for Attorney's Fees and Costs. You are
7 saying that you don't -- that the billing provided to
8 you was insufficient for you to be able to consider it
9 and be able to object to any portions in which you
10 should be entitled to object to? And so --

11 MR. BLINCOW:

12 And I --

13 THE COURT:

14 -- that's the issue I'm aware of. Anything related to
15 Discovery in a different case, even though it may be a
16 companion case, it is not something for me to consider.

17 MR. BLINCOW:

18 well, you know I asked for other information that I
19 have not been provided. I'm just asking for an
20 opportunity to Brief this thing and let The Court
21 decide it on the merits. And there are some things
22 that we would need to know in order to do that.

23 THE COURT:

24 To read this thing. What is "this thing"?

25 MR. BLINCOW:

1 I'm sorry.

2 THE COURT:

3 You said you want an opportunity to read this thing,
4 and I'm asking what --

5 MR. HAYNSWORTH:

6 He said "Brief."

7 MR. BLINCOW:

8 To Brief. To Brief this thing.

9 MR. HAYNSWORTH:

10 He wants to file some sort of Brief apparently.

11 THE COURT:

12 You want an opportunity to read Mr. Haynsworth's Brief?

13 MR. BLINCOW:

14 I would like an opportunity to read it and respond to
15 it.

16 THE COURT:

17 well, you've had an -- all of this time since he filed
18 his Motion to submit your own Brief.

19 MR. BLINCOW:

20 Well --

21 THE COURT:

22 Is that right?

23 MR. BLINCOW:

24 -- he's the moving party and --

25 THE COURT:

1 That's right.

2 MR. BLINCOW:

3 -- and I'm trying to respond to what he's saying, which
4 he said late end of business yesterday. And for the
5 first time --

6 THE COURT:

7 But you've read it?

8 MR. BLINCOW:

9 I've skimmed it.

10 THE COURT:

11 well, we've just discussed there's no real time
12 requirement for the moving party to file a Brief;
13 right?

14 MR. BLINCOW:

15 There's no time requirement, but aren't we -- what
16 we're trying to do is to find out whether or not an
17 award is in The Court's discretion, an award of
18 attorney's fees is appropriate or not.

19 THE COURT:

20 And Mr. Haynsworth has agreed to withdraw his Brief.

21 MR. BLINCOW:

22 Well, I'm asking in this Discovery that I served back
23 in June they didn't respond to until Monday for a bunch
24 of things that they still haven't responded to that
25 will help us get a handle on -- (phone goes off).

1 Excuse me. Help us get a handle on whether or not what
2 they're asking for is reasonable or not.

3 THE COURT:

4 And was this Discovery served on a different case?

5 MR. BLINCOW:

6 The Discovery was served in the Polly Shoemaker case,
7 but it is as clear as it could be that we're seeking
8 all bills that have been sent to or paid by the parties
9 including Sloan Shoemaker and Jonathan Shoemaker.

10 THE COURT:

11 And you have received the bills or the timesheets from
12 Mr. Haynsworth; right?

13 MR. BLINCOW:

14 I have received --

15 THE COURT:

16 But don't like that they're redacted?

17 MR. BLINCOW:

18 Eighty-five pages of timesheets. At the risk of asking
19 Knox I think what we have received are the timesheets
20 in Polly Shoemaker's case and not Jim Shoemaker's case.
21 But I could be wrong about that.

22 MR. HAYNSWORTH:

23 No. No. No, John, you sent me the Discovery Request
24 on Polly's case. So I wasn't really seizing upon
25 something in Polly's case 'cause it's much, much

1 further behind this case. In fact the Judge is still
2 sitting on a Motion to Dismiss that case. When you
3 followed up with me about where are the attorney's fees
4 stuff, you need it for this hearing. I then realized
5 "Oh, gosh, this is Polly's case." And you pointed it
6 out to me, "But I asked for in Polly's case information
7 in a related case." "Well, okay. Sorry, I didn't
8 catch that." So I got it to you Monday quick as I
9 could. But you never responded to my email at all
10 about "Did you mean for this to be in Polly's case?"
11 So in fairness to me I would have expected if you
12 wanted Jim's attorney's fees you would have asked them
13 in Jim's case. And the attorney's fees, documents I
14 produced to you and the payments were all in Jim
15 Shoemaker's case, not Polly's case. The only reason
16 your Response is in the Polly's case is that's the case
17 you asked for again. So the case caption responding to
18 your Discovery Request is in Ms. Shoemaker's case,
19 'cause that's the case that you generated the Discovery
20 Request in. The documents that I sent you that were
21 redacted are the bills relating to Jim Shoemaker's
22 case. 'Cause if you look at my Response I start off
23 with an objection that I ain't giving you bills in
24 Polly's case, 'cause that's irrelevant in Polly's case.
25 So you got all the bills through whatever date they

1 are. And, you know, as far as that goes there have
2 been additional attorney's fees incurred since the
3 Affidavit, Judge. But you've had an Affidavit from me
4 for months that I wanted attorney's fees, and you sent
5 me a Discovery Request on Polly's case asking about
6 attorney's fees. And I apologized that I only
7 responded to that on Monday. I didn't realize --
8 particularly when I didn't get a follow-up email from
9 you when I questioned did you mean to do this in
10 Polly's case? Until we talked Monday I didn't
11 understand that's what you were after. And I told you
12 then I was going to give you redacted versions. And if
13 it was an issue and the Judge felt like he needed to
14 see unredacted, I would send him unredacted, but I
15 wasn't going to send them to you. So that's kind of
16 where we are where we are. But as far as an argument
17 that you haven't had a chance to prepare or Brief my
18 request for attorney's fees, I filed this Motion months
19 ago. And you have the added benefit of gumming it up
20 when you appealed the Summary Judgment decision and we
21 were trapped in another world between Circuit Court and
22 Probate Court. So it's not like it's a surprise that
23 we're here today to argue whether I'm entitled to
24 reasonable attorney's fees.

25 MR. BLINCOW:

1 well --

2 THE COURT:

3 And the Attorney's Fee Affidavit filed with The Court
4 on June 18th, 2021 reflects that the attorney's fees of
5 Mr. Haynsworth were \$108,167.50 for 303 hours of
6 attorney time. Together with a total cost in the
7 amount of \$4,342.75. So I'm satisfied that Mr.
8 Haynsworth has provided documentation of his time in
9 this particular case. That being the Estate of James
10 Marshall Shoemaker, Jr. and not the other case related
11 to the Estate of his wife, Ms. Polly Shoemaker. So it
12 appears to me because Mr. Haynsworth has withdrawn his
13 Brief, Memorandum, from The Court's consideration
14 thereby eliminating one of the objections -- or one of
15 the baseis for continuance suggested by Mr. Blincow
16 that the only other basis suggested or argued by Mr.
17 Blincow for a continuance would be the failure of Mr.
18 Haynsworth to provide itemized timesheets showing
19 descriptive terms for each entry of time. I have not
20 heard any law cited related to such a requirement. And
21 I do not believe that such a requirement exist. And it
22 appears based on what the parties have informed The
23 Court that Mr. Haynsworth has provided an itemized
24 timesheet with entries with certain entries of
25 descriptive entries redacted. According to him

1 particularly based on the issue of attorney/client
2 privilege and work product doctrine. So I see no
3 reason why we can't continue. And I'm going to decide
4 whether the materials provided by Mr. Haynsworth are
5 sufficient, and also consider whether his clients are
6 indeed entitled to attorney's fees and costs as
7 required by justice or equity. So I see no reason we
8 can't move forward with that Motion today. He filed it
9 roughly three months ago, and there's no question that
10 he would be pursuing it. And he provided an Affidavit
11 of Fees at the time of filing, so. And he's withdrawn
12 his Memorandum. So Mr. Haynsworth, I'm doing to deny
13 the Motion -- oral Motion for a continuance and let's
14 move forward first on the Motion for the Recovery of
15 Costs and Attorney's Fees. Mr. Haynsworth.

16 MR. HAYNSWORTH:

17 May it please The Court. Your Honor, and I don't --
18 now, I guess, we're all faced with it when it's our
19 moment to say our spiel and want to say it all, but a
20 lot of what is already before The Court sort of makes
21 the same general argument, and maybe to try and
22 summarize it if you don't mind I'll point to some
23 specific examples. But we've got a party who has come
24 to court initially Pro Se and he filed allegations
25 about his parents and his brothers and his parents'

1 longtime housekeeper and Lesley Moore, his mom and
2 dad's longtime Estate planning attorney. And those
3 allegations were so spurious and outrageous that Judge
4 Horlbeck ordered Mr. Shoemaker to strike certain
5 provisions from his Petition. So he does that, files
6 an Amended Petition, and ultimately hired John Blincow
7 as his attorney. I don't remember the sequence. I
8 think one of the sanctions was incurred before Mr.
9 Blincow and one was after. But unlike your average
10 litigant I would presume Marshall Shoemaker has already
11 in this one case created a situation where he's been
12 sanctioned by The Court twice for his conduct. He has
13 cost his dad's Estate a significant amount of money.
14 He has cost his mother before she died. And I'm
15 limited to the allegations in this lawsuit, not the one
16 against his mom. He accused both his parents of being
17 drug addicts and drunks. He accused his brothers of
18 all various types of misdeeds. He accused Lesley Moore
19 of doing something untoward and unconscionable and
20 being part -- impartial of some effort by the family
21 and others to cut Marshall out of his parents' Estate.
22 Judge, perhaps the single most egregious thing I think
23 he's done -- and the Memo's withdrawn but I will argue
24 what -- well, I'll argue this: there's no requirement
25 for a bad faith component or an improper motive

1 component in order to decide whether justice and equity
2 would require the awardance of attorney's fees. But I
3 think in this case, Your Honor, there is just that.
4 Probably the strongest example -- and I can reference
5 you the actual documents in the record, if you would
6 like. But if you look at Marshall Shoemaker's Petition
7 and Amended Petition and you basically look at the
8 position that he's taken out of the gate, it is this.
9 "My parents must have been crazy, out of their mind,
10 under the influence of something because for 30 years
11 my father treated all" -- and I know equanimity I may
12 be mispronouncing, but Marshall had a phrase in his
13 Petition that all of the children were treated equally
14 and so the only possible explanation for this three
15 weeks before dad died changing mom and dad's will and
16 Trust is that dad was crazy. He was out of mind, sick.
17 He's on powerful medications. He's starved for oxygen
18 and he didn't have capacity to make that decision.
19 "And, oh, though by the way, my mother and my brothers
20 steered -- they exerted undue influence and they made
21 my dad cut me out." well, if you just look at that and
22 The Court knows nothing else you may think "wow, I've
23 got some merit." But here's the problem, Judge. It's
24 all a lie. Marshall was cut out completely as were his
25 two children back in 1994, I believe. In the record

1 before you I think it's an exhibit to Marshall's
2 deposition, which has been -- the original which has
3 been filed there's a Codicil -- and I can probably find
4 it in Summary Judgment Motions and such as well, Judge.
5 But there's a Codicil to the will that is -- I don't
6 want to mislead you. Give me one second, Judge, so I
7 tell you correctly. Okay. There's a Codicil to Mr.
8 Shoemaker's will dated July 20th, 1994 and that Codicil
9 very clearly says that Mr. Shoemaker -- now, again,
10 this is decades ago. Mr. Shoemaker came to court and
11 said he's been treated fairly his whole life with his
12 brothers except for three weeks before my daddy died.
13 And he was so sick, and set out of his mind, and so
14 confused, and conspire that he changed it. Well, no,
15 that's not the truth. The truth is that Marshall was
16 cut out completely decades ago. Never bothered to tell
17 The Court anything about that. And if we hadn't
18 presented this in Discovery The Court would still be of
19 the opinion that Jim Shoemaker really did always treat
20 all of his three children just alike. And the same
21 thing, Your Honor, you may recall that one of Marshall
22 Shoemaker's positions as to why his dad was not in his
23 right mind and made the will change is because in the
24 Insurance Trust all of the children were treated equal.
25 A third, a third, a third. Well, wrong again, because

1 in the materials -- even attached to the Petition
2 there's a letter that was written, I think, by Lesley
3 Moore and Carrie Hall about the Life Insurance Trust.
4 And that document makes it clear that as to that Life
5 Insurance Trust all Marshall gets is a one-sixth life
6 interest. Sloan and Jonathan get a third each.
7 Marshall's not treated equally with his brothers and
8 sister in that instrument. So he's basically coming to
9 court knowing that him being cutout by his parents is
10 not simply the result of 30 years of "I love all of my
11 kids equally and daddy got crazy at the end." He knows
12 full well that he's been in and out over the course of
13 his life with his parents. His brothers deposition
14 testimony established that. And in fact, Judge, Mr.
15 Shoemaker in his very deposition admits prior
16 situations where his dad would hold the will over his
17 head. So to come into court out of the gate and try
18 and spin this into "My dad loved me and only because he
19 was crazy and subject to undue influence that he cut me
20 out and that wasn't his intention," is just a bunch of
21 garbage. And it's trying to mislead The Court as to
22 what really happened. Judge, most people when Summary
23 Judgment is filed against them or Affidavits are
24 submitted supporting one side's position they do
25 something to try and pick apart those Affidavits, or

1 those witnesses, or that testimony. I had to go out
2 and literally get Affidavits from preachers, doctors,
3 friends, accountants, law partners, and the guy who
4 prepared all of the Estate documents for the
5 Shoemakers; and to a man and a woman every single one
6 of them was consistent. Jim Shoemaker knew exactly
7 what he was doing. His secretary, Rita, shared the
8 estrangement with Marshall over the years. Lesley
9 Moore was aware of the estrangement with Marshall. But
10 Marshall was not going away. He kept pushing his
11 Petition forward, so we had to go spend the time, and
12 money, and effort to defend his claims. I submitted
13 all of that stuff. And what did Marshall Shoemaker do
14 to try and prove the allegations of his lawsuit? He
15 had Mr. Blincow go get a doctor that Mr. Blincow knew
16 and trust and sent an Affidavit that he had looked at
17 some records and thought maybe Mr. Shoemaker was having
18 some problem. I can't say it's frivolous because we're
19 not here under that Statute, but I cannot envision a
20 situation where it was more clear that the Petitioner
21 had no good factual or legal reason to make the
22 allegations he made and take the positions that he
23 took. And all it's done is force the family to spend a
24 boatload of money, forced Lesley Moore to notify her
25 malpractice carrier -- we're still incurring storage

1 charges on all of this stuff that's in dispute. And I
2 think that Marshall's goal was simply to try and cost
3 his family enough money where they give him a little
4 bone to go away. Well, we obviously haven't done that
5 to this point. But I believe if you look at the
6 equities -- if you look at what equity and justice may
7 require as far as the merits of his claims, or lack
8 thereof, that we are entitled to an award out of Mr.
9 Shoemaker for the costs and attorney's fees we have had
10 to incur in defending his lawsuit. And, Judge, not to
11 suggest you may be inclined to give us the award but
12 while we were arguing about numbers, obviously since I
13 filed my Affidavit there have been additional costs and
14 attorney's fees incurred. So if The Court is inclined
15 to award them, I would like the opportunity to at least
16 bring you up to date with what the new numbers are. A
17 Supplemental Affidavit from the date, the one I filed
18 three months ago until now. And, Judge, I can -- I
19 don't want to just, you know, flail around and wail and
20 wail, and wail. If you need me to point you to
21 anything specific as far as what I just told you that
22 is actually in the record before you, I'll be happy to
23 do it.

24 THE COURT:

25 All right. Thank you. Mr. Blincow, I'll let you

1 respond.

2 MR. BLINCOW:

3 All right. Thank you, Judge. And I would like to --
4 this is subject to The Court denying all earlier Motion
5 for a Continuance?

6 THE COURT:

7 Yes.

8 MR. BLINCOW:

9 I believe that the equities weigh in favor of not
10 awarding attorney's fees. What happened, Your Honor,
11 is Mr. Shoemaker changed his will and Trust about three
12 weeks before he died. Marshall, my client the first
13 son, lived in Atlanta and while everybody knew Mr.
14 Shoemaker was -- had a terminal illness, he was in
15 Atlanta and didn't see his dad often and was very, very
16 surprised that after he passed away to learn that just
17 prior to his death he had changed his will and taken
18 Marshall out. Because the law is what was Mr.
19 Shoemaker's state of mind when he made that new will
20 three weeks before he died, we intentionally stayed
21 away from the fact that for every time that Mr.
22 Shoemaker took his son out of the will, he always put
23 him back in. It's not relevant. And this whole
24 business that Mr. Haynsworth brings up that at one
25 point ten or fifteen years ago he took Marshall out,

1 that's true. But what's also true is he always put him
2 back in again. And same with this what's been called
3 the Insurance Trust. It's an Irrevocable Trust, he was
4 treated equally. He's got a handwritten note from his
5 father that says that. And when he stabs at that
6 Irrevocable Trust he put one-sixth to Marshall and one-
7 sixth to Marshall's two children for a total of one-
8 third. And he structured it that way because it was
9 Irrevocable and he couldn't fiddle with it after he set
10 that up. And because at the time Mr. Shoemaker, my
11 client, was separated from his wife and so it was a
12 wise thing to do. But to take -- argue to The Court
13 this afternoon that he wasn't treated equally is just
14 not true. He got a sixth and his children got a sixth.
15 And if you add those two portions up it comes to one-
16 third, which is how the other two sons were treated as
17 well.

18 THE COURT:

19 All right.

20 MR. BLINCOW:

21 So really I think that because what the focus should be
22 is what's the state of mind of Mr. Shoemaker and what
23 is his mental brain power when he changes that will
24 right before -- three weeks before he dies, we stayed
25 away from all of that because it's not relevant. And

1 Mr. Shoemaker, my client, is in Atlanta and wasn't
2 involved in his parents' day-to-day like his two
3 brothers, one lives in New York and one lives in
4 Colorado, we thought strategywise that the only way we
5 could deal with the Affidavits were to try to take the
6 case in a new direction. In other words they had his
7 law partners to say "Oh, he seemed the way he had
8 always been." We had something that they didn't have,
9 which was an Affidavit from a medical prospective. Dr.
10 Hughes, a neurologist, who looked at the records and
11 said he has this terrible progressive disease. It gets
12 worse, and worse, and worse. And because you're not
13 getting oxygen like you need to at the terminal end of
14 the disease brain doesn't work well and you're not
15 functioning properly. So it would do no good to try to
16 cut -- go tit for tat with their Affidavits of "I was
17 his law partner for 30 years and I haven't seen him
18 very often since he retired, but he seemed pretty good
19 the last time I saw him," we went in another direct and
20 got an affidavit from a doctor that they didn't have.
21 The bottom-line is he was floored when he discovered
22 that his father had taken him out of the will three
23 weeks before he died. We believe he was within his
24 rights to try to sort out whether that Last will and
25 Trust were valid or not. And we believe that an award

1 of attorney's fees under the circumstances would not be
2 equitable. It would be the same thing as -- well,
3 anyway. It would be kicking a man while he's down, and
4 we think that is not what equity would support in this
5 case. And so we would ask The Court to deny the Motion
6 for Attorney's Fees.

7 THE COURT:

8 Thank you. Let me ask Mr. Haynsworth, what makes this
9 case different from any other case where one party
10 wins, one loses, and one case deserves attorney's fees
11 to be reimbursed by the opposing party versus one where
12 the non-prevailing party shouldn't have to pay
13 attorney's fees? What makes this one --

14 MR. HAYNSWORTH:

15 Well, Judge --

16 THE COURT:

17 -- other than -- I know what your argument was earlier
18 about the argument of the Petitioner that he had always
19 been treated equally, and this 1994 will or Trust did
20 not treat him equally. Other than that what -- if Mr.
21 Blincow says "well, you know we lost, but it was a fair
22 fight and we just lost," why should you get attorney's
23 fees?

24 MR. HAYNSWORTH:

25 well, I suppose, Your Honor, because there is still no

1 evidence to support the claims that Marshall made. We
2 did submit a medical -- and to correct something. Mr.
3 Blincow said "We went in a different direction. We
4 didn't want to challenge his former lawyer partner" --

5 THE COURT:

6 He had attorney -- I mean Dr. Grover's Affidavit.

7 MR. HAYNSWORTH:

8 He's my doctor, too. So I --

9 MR. BLINCOW:

10 I state Mr. Haynsworth is right and I -- that's --
11 yeah.

12 MR. HAYNSWORTH:

13 So, on one level, Judge, I suppose in any case, you
14 know, "I'm wearing you out. I can make you spend a
15 bunch of money and if I lose, well, the American system
16 is each side pays their own attorney's fees." That's
17 just -- that's where we are. But, you know, we're in a
18 different universe now. We're in a universe where
19 equity and justice can order those attorney's fees.
20 And I guess to try to answer your question directly,
21 Judge, it is just the complete misleading of The Court
22 about his -- you know, another example. So Mr.
23 Shoemaker in his deposition is trying to explain about
24 the collusion and the undue influence being brought to
25 bear on his father. "Why did your dad change the will

1 the last three weeks? "You've alleged that he was
2 unduly influenced. Who unduly influenced him, Mr.
3 Shoemaker?" "My mother and my brothers." Well, we've
4 already established the brothers didn't have any
5 discussions with dad other than what dad initiated
6 about his Estate Plan, but more importantly, Judge --
7 so in sworn deposition testimony Marshall Shoemaker
8 says "My mother influenced my dad to cut me out of my
9 dad's will and Trust." Yet in the same deposition
10 Marshall Shoemaker said his mother had not been in her
11 right mind for the previous five years. So you've got
12 one guy under oath taking two completely inconsistent
13 positions about a lawsuit he brought. He cannot say
14 that his mother exerted undue influence on his father
15 to change her (sic) will while in the same breath and
16 the same deposition of the same case saying "My mother
17 wasn't competent to make any decisions." Well, how in
18 the heck then if your mother is incompetent, how can
19 you sell all of us saying your mother and your brothers
20 exerted undue influence on your dad? It's just making
21 up -- it's sort of like this alcoholism thing. "Well,
22 my dad was crazy 'cause he's an alcoholic and my mom
23 had Sundowner's syndrome 'cause she took pills." You
24 know you've got to support your allegations and you've
25 got to --

1 THE COURT:

2 I'm guessing Mr. Blincow would say that an incompetent,
3 crazy person could in fact influence another person.

4 MR. HAYNSWORTH:

5 Well, I believe if --

6 THE COURT:

7 what do --

8 MR. HAYNSWORTH:

9 And he might. And if I need to do the line -- I think
10 it's before you. I just need to find it. You can do
11 that but you can't be so -- you can't be sitting at the
12 table doing your testamentary documents. It's Jim, and
13 Polly, and Lesley Moore, and the witnesses, and they're
14 all there to sign. And according to Marshall at that
15 moment his mother is exerting undue influence on his
16 father's weak mind to cut him out, yet she does not
17 have enough cognition in her own right to know what she
18 was doing when she cut him out in her will. Well, they
19 are right there at the exact time. It happened the
20 same day, and it can't be both. So we've had to deal
21 with just scattershot. "Well, if you don't believe
22 that, tell you what." And, you know, you've got to
23 have something more than "I'm alleging this. I can't
24 prove any of it, and I'm not going to present any
25 witnesses who knew anything about my dad's competency,"

1 cause they all know he was competent. "So all I'm
2 going to do is get my lawyer to get a doctor's
3 Affidavit from Georgia that dad might have had some
4 problems and it ought to be a disputed fact." You know
5 I would take the position this was a frivolous case,
6 notwithstanding that Affidavit 'cause it still doesn't
7 speak to the ultimate issue, which was the man's
8 capacity when he did the document. Marshall has never
9 submitted any evidence at all. Zero as to what dad's
10 capacity was when he executed the documents. And
11 that's the legal challenge he has to meet. And he
12 didn't even try, Judge. He didn't bother to submit
13 anything to this court on that very issue. So what
14 we're left with is "Oh, poor Marshall, don't kick a man
15 when he's down. He had no evidence to supports his
16 claims, and he never came forward with any, but you
17 shouldn't make him have to pay attorney's fees, 'cause
18 that's not fair." And to speak to something Mr.
19 Blincow had argued earlier, I cannot -- I don't think
20 that Sloan and Jonathan have paid a penny. I don't
21 know. I don't know. But it really doesn't matter
22 'cause we're not talking about who's out of money on my
23 side. We're talking about Marshall having to pay money
24 back to my side. I'm sure they'll figure out if you
25 give an attorney's fees award and we ever get paid, you

1 know, does the money go back in the Merrill Lynch
2 checking account or since Polly's died is it all over
3 in some different -- I don't know. That's above my pay
4 grade. But his lawsuit had no merit to begin with, and
5 it never gained any merit over the two years of it, and
6 he never bothered to even address the issue: what was
7 dad's capacity the day he did the documents. And the
8 reason he didn't do that, Judge, is because he knew
9 full well his dad was just fine. Just like all the
10 people I had to go out and pester and get Affidavits
11 from to establish that to your satisfaction. And so in
12 one sense it's no different than any case where
13 somebody wins and somebody loses, but I think factually
14 and what he's alleged to The Court versus what the
15 facts are that that tips the scale. But if you're just
16 looking at equity and fairness, we ought not to be out
17 the fees because of what Marshall has claimed. He
18 ought to be out those because he made up his claims and
19 he never even bothered to address the absolute legal
20 issue of dad's competence that day.

21 THE COURT:

22 All right. Any final words, Mr. Blincow?

23 MR. BLINCOW:

24 Just a few. Yes, sir, Your Honor. We will take issue
25 with whether or not we dealt with the ultimate issue.

1 Obviously Dr. Hughes' Affidavit speaks for itself and
2 he says what he says. We thought that was sufficient
3 to present an issue for a fact finder in terms of this
4 is what I know about this disease and this is --
5 anyway. We disagree that there was no proof. The
6 Court found that it wasn't sufficient to survive
7 Summary Judgment, but I don't -- I disagree with the
8 contention that we didn't do anything. Also, in terms
9 of Mr. Shoemaker's testimony I think you can always --
10 in Pleadings you can -- I don't think you get penalized
11 for pleading alternatively and that maybe his mom
12 exerted influence, and his mom was -- didn't have
13 sufficient capacity. As this court will recall when I
14 got involved we abandoned the claim of undue influence
15 and went only on mental capacity. So I guess they did
16 ask him questions in his deposition about whether he
17 thought there had been undue influence or not. But I
18 don't know that that creates a situation that is so
19 vexatious that an award of attorney's fees is proper.
20 And then there was a mention -- Marshall found out
21 actually during the Discovery that his parents -- his
22 dad had had a meeting with the other two brothers about
23 his undoing with my financial plan and so forth, and
24 Marshall was not part of that. So I think if you take
25 a minute and think what would you do if you were the

1 brother who was left out of the meeting that discussed
2 that financial plan you would have some questions, and
3 you would be within your rights to question when that
4 meeting was, and what was said, and why he wasn't
5 invited, and so forth and so on. And so I think The
6 Court hit it. I mean, I would like to -- I think
7 there's lots to say, but I think at the end of the day
8 equity and fairness flay in favor of denying attorney's
9 fees. This was a fair fight. We lost, but we don't
10 think that attorney's fees on top of losing, it
11 comports with equity in this case.

12 THE COURT:

13 All right. Thank you. Well, I'm going to have to give
14 this additional consideration, so I'm going to take
15 this Motion under advisement. The other Motion to be
16 heard today is --

17 MR. HAYNSWORTH:

18 It would be Respondents' Motion to Alter or Amend --

19 THE COURT:

20 To Alter or Amend Judgment, rule 59B. All right. The
21 Respondent has filed on June 24th, 2021 a Motion to
22 Alter or Amend the Judgment specifically requesting the
23 word "exclusively" to be removed from page four of the
24 Order under the line of the Order which reads "The
25 Petitioner relies exclusively on the Affidavit of

1 Thomas Hughes, M.D. to establish a question of material
2 fact related to the alleged mental incapacity of a
3 Testator, James M. Shoemaker, Jr." And is that the
4 only item of which the Respondent wishes The Court to
5 amend?

6 MR. BLINCOW:

7 I believe --

8 MR. HAYNSWORTH:

9 Yes, sir. I -- I'm sorry, John.

10 MR. BLINCOW:

11 I hope that --

12 MR. HAYNSWORTH:

13 Yes, sir. Yes, sir. And --

14 THE COURT:

15 Okay.

16 MR. HAYNSWORTH:

17 -- in separate conversation with Mr. Blincow, Judge, we
18 -- you know, we may be able to moot my concern just --
19 here was my concern. Your Order said "relied
20 exclusively." And I thought "Well, you know, what if
21 Mr. Blincow and Mr. Shoemaker argue on appeal that
22 Judge Jennings was wrong. That Marshall had offered
23 testimony about his dad's capacity, and there had been
24 other things that they had relied on in advancing their
25 case and opposing my Summary Judgment beyond just

1 exclusive that doctor's Affidavit. So my concern was
2 if that's the Order you sign Mr. Blincow would go to
3 Circuit Court where he's been once and say "Circuit
4 Judge, Judge Jennings got it wrong. Here, look at what
5 we filed. You know our position was that there's other
6 evidence of Mr. Shoemaker's lack of capacity and Mr.
7 Shoemaker's lack of -- or undue influence, and the
8 Probate Judge just missed the boat and didn't
9 appreciate that we relied on more than just that
10 doctor's Affidavit." So my concern was: was Mr.
11 Blincow going to Order up the hill. He has now filed
12 stuff opposing my Motion that seems to me to be saying
13 "No, no, no Judge, you were right, Knox is wrong. All
14 we were relying on, all we were relying was Dr. Hughes'
15 Affidavit, so your Order as you drafted it, Judge, is
16 exactly right because we agree. That's all we were
17 relying on." Well, if that's Mr. Blincow's position
18 then my concern goes out the window and your Order
19 would be fine. But I'm not so sure that that's his
20 position. So I think my concern still remains that
21 he's going to argue on appeal there was more they
22 relied on in this case than that Affidavit. And if
23 he's going to make that argument up there, then I think
24 based on what all is before you that he in fact relied
25 more than just the Affidavit before you. But I may be

1 confused on exactly what Mr. Blincow's position is, so
2 I'll -- you know why I was concerned and my issue with
3 that word. I'll shut up and let Mr. Blincow talk.

4 THE COURT:

5 All right. Mr. Blincow, what do you say?

6 MR. BLINCOW:

7 Well, I think we've zeroed in on it. Knox had made a
8 Motion for -- to Amend The Court's Order. This is
9 water under the bridge, but we originally took the
10 position that The Court had lost jurisdiction because
11 we took our Notice of Appeal before the Motion to Amend
12 was filed. We got then at a logjam where the Circuit
13 Court didn't want to take up the appeal because there
14 was a Motion hanging out. And the Probate Court may
15 have been reluctant to rule on the Motion because I was
16 taking the position that The Court had lost
17 jurisdiction. Broke that logjam and filed a Response
18 to the Motion and said "we do want to go forward with a
19 hearing. And The Court is right." I think when you
20 parse it all out what we're talking about is the word
21 "exclusively," which is in the first paragraph of the
22 fourth page. And I think what -- maybe there was a
23 difference between what we're saying and what the basis
24 for The Court's rule is, but the way I'm looking at it
25 is the Respondents are the moving party. They've got

1 the burden of proof. They say the word "exclusively"
2 is not the right word to use. It needs to be taken out
3 because -- and this is what I'm getting to, Judge.
4 Because we relied on deposition testimony in the
5 hearing on Summary Judgment and because we relied on
6 the Petitioner's opinions regarding his father's
7 condition, and neither of those are true. And I went
8 back and looked at the transcript in the hearing, and
9 in fact we did not rely on any deposition testimony.
10 And we did not rely on Petitioner's observations and
11 opinions regarding his father's condition. And because
12 we didn't rely on what they say we did rely on, and
13 they say that to support their idea that the word
14 "exclusively" needs to come out, we object to it. I
15 guess what they're trying to do is to pin The Court
16 down and me down. I'm not sure what the basis for The
17 Court's ruling was, but I know what we relied on and
18 it's in the transcript. So we think that the Motion as
19 it is, is appropriate. Does that make sense?

20 THE COURT:

21 You believe that the Motion to Alter or Amend is
22 appropriate?

23 THE BLINCOW:

24 The Motion that The Court signed, and it was filed --

25 MR. HAYNSWORTH:

1 He means the Order.

2 THE COURT:

3 You mean the Order?

4 MR. BLINCOW:

5 No, I'm sorry. The Order that The Court entered and
6 filed should stand. They're hanging their hat on the
7 fact that we relied on deposition testimony, and
8 observations, and opinions.

9 MR. HAYNSWORTH:

10 No, no, no, Judge. Let me --

11 MR. BLINCOW:

12 On page --

13 MR. HAYNSWORTH:

14 -- be clear.

15 MR. BLINCOW:

16 Page one of the Motion.

17 THE COURT:

18 Okay. Mr. Haynsworth.

19 MR. HAYNSWORTH:

20 I mean it sounds like Mr. Blincow's engaging in double-
21 speak. We didn't rely on what they say we relied on is
22 not the same thing as agreeing that they relied
23 exclusively on the Affidavit. So seems to me we're all
24 here on the record. He wants your Order to say that he
25 relied exclusively on the Affidavit the way it reads

1 right now. If he is representing to us here in court
2 today that that is correct, that they relied
3 exclusively on the doctor's Affidavit, then that's
4 fine. He's not going to be able to argue elsewhere
5 that your Order's incorrect. But it sounds to me like
6 what he's trying to say is "We're not going to argue on
7 appeal, Judge, that we relied on Marshall's deposition
8 or the other thing Knox mentioned, but we didn't rely
9 exclusively on the Affidavit of Dr. Hughes." So to
10 avoid that potential my suggestion was change
11 exclusively to primarily. If The Court is not inclined
12 to do that, that would be fine, but it seems to me that
13 Mr. Blincow is not being clear as to whether or not he
14 agrees. He's saying don't change your Order is right.
15 Okay. If he's representing in court that your Order
16 that we're talking about is accurate and correct, then
17 I don't think he can turn around and argue it's
18 incorrect on appeal. But I don't want to only find
19 that out, you know, after the fact. So, you know, if
20 Mr. Blincow won't commit that that is in fact true
21 that's what they relied on, then that suggest to me
22 they must have relied on something more than
23 exclusively. And if that's the case, I don't think it
24 changes the rational for your ruling or anything of
25 substance other than it takes away what sounds to me

1 like might become an issue after you are no longer
2 listening to us argue about what the Order ought to
3 say.

4 MR. BLINCOW:

5 I think I don't have the darn Order that's on the table
6 over here. I think what The Court is saying is my
7 ruling is based exclusively on the Affidavit of Dr.
8 Hughes. I know what I relied on in making my
9 arguments. There's a transcript of the hearing.
10 Perhaps it is what they are fussing about is what The
11 Court based its decision on, but what we relied on is
12 what we relied on, and it's in the transcript. And I
13 don't know that -- I don't think it is appropriate to
14 limit what I can say to a Circuit Court about what
15 happened and what didn't happen based on the Order.
16 And all I'm trying to say there is I'm not agreeing to
17 get boxed in on anything in Circuit Court. The issue
18 --

19 MR. HAYNSWORTH:

20 well, then let's change it primarily and --

21 MR. BLINCOW:

22 well --

23 MR. HAYNSWORTH:

24 -- you won't be boxed in.

25 THE COURT:

1 All right. Hold on.

2 MR. BLINCOW:

3 what he's appealing -- or not appeal -- what's he's
4 asking for is the basis for The Court's ruling, not for
5 what I relied on.

6 MR. HAYNSWORTH:

7 I think the Order said --

8 THE COURT:

9 And the Order said that the Petitioner relied --

10 MR. HAYNSWORTH:

11 Right.

12 THE COURT:

13 -- exclusively --

14 MR. BLINCOW:

15 Okay. Well, then I -- let me -- hold on a minute. Oh,
16 gosh --

17 MR. HAYNSWORTH:

18 I've got it at home if you want me to email it to you,
19 John.

20 MR. BLINCOW:

21 No, I've got it. I've got it here on the Order. All
22 right. Okay. Well, I'm sorry. Then, I'm correct. I'm
23 sorry. I misspoke. It does say "Petitioner relies
24 exclusively." I guess all I'm saying is they're the moving
25 party. They've got the burden. They say we were

1 relying on deposition testimony, and we didn't. And
2 they're saying we relied on Petitioner's observations
3 and opinions, and that isn't the case either based on
4 a review of the transcript.

5 THE COURT:

6 And I'm looking at the transcript from our hearing
7 related to the Motion for Summary Judgment and The
8 Court asked, and I'm quoting. "Tell me what evidence
9 you have related to the lack of mental capacity of Mr.
10 Shoemaker, the decedent, is it all found in the
11 Affidavit of your expert?" And Mr. Blincow responded,
12 and I am quoting, "well, I think the Affidavit of the
13 expert points to the evidence which exist." So I do
14 find that it would be appropriate to amend the Order to
15 substitute the word "exclusively" with the word
16 "primarily." And I do note that the standard in South
17 Carolina -- and I'm not going to get an exact quote of
18 the standard of holding correctly, but the test is
19 whether to -- for any Motion for Summary Judgment The
20 Court must consider whether upon consideration of all
21 the Pleadings, testimony, and evidence, and so forth
22 there's a genuine issue of material fact. So it would
23 be improper for this court or any court to merely
24 consider an Affidavit in issuing a decision on a Motion
25 for Summary Judgment. And I can assure you that this

1 court did consider everything in the record. So I do
2 think we need to amend the Order to reflect what The
3 Court did consider first of all, and that the
4 Petitioner relied primarily on the Affidavit of Dr.
5 Hughes, but as reflected in the arguments of Mr.
6 Blincow that the Affidavit pointed to as he put it
7 other evidence. So Mr. Haynsworth I would ask you to
8 submit an Amended Order consistent with this finding,
9 this ruling.

10 MR. HAYNSWORTH:

11 Yes, sir, Your Honor, I will.

12 THE COURT:

13 Okay. And I believe that's it; isn't it?

14 MR. HAYNSWORTH:

15 other than while we're all together just to remind you
16 you're still sitting on Ms. Shoemaker's -- actually I
17 shouldn't say "sitting on." He still has --

18 THE COURT:

19 I'm not sitting on. I'm not sitting on --

20 MR. HAYNSWORTH:

21 -- to --

22 THE COURT:

23 -- working on it.

24 MR. HAYNSWORTH:

25 working on it.

1 THE COURT:

2 whether --

3 MR. HAYNSWORTH:

4 And just FYI we're in no --

5 THE COURT:

6 whether there's substitution of a party after the
7 Statue of Limitations has run is proper or whether the
8 case should be dismissed. And I can tell you that
9 there appears to be a girth of South Carolina law on
10 that issue. And I think if there have been good laws
11 specifically covering that issue the two of you would
12 have already provided it. I have been working on that.
13 And not as quickly as I would like or you would like,
14 but I have been doing some research and I would expect
15 that I will have a ruling for you in the next week, so.

16 MR. HAYNSWORTH:

17 And, no, I just -- I figured, you know, while we're all
18 together --

19 THE COURT:

20 No sitting around here.

21 MR. HAYNSWORTH:

22 Okay.

23 THE COURT:

24 There's always a lot of activity, so --

25 MR. HAYNSWORTH:

1 I just leave this same thing in the background. I
2 don't ever move any of it. It makes me look busy.

3 THE COURT:

4 well, compared to your partner's office, and I won't
5 say his name, it looks pretty clean.

6 MR. HAYNSWORTH:

7 He is the only thing that allowed me to not get heck
8 raised at me around this place. It's sort of like out
9 running a bear. I just have to outrun my partner.

10 THE COURT:

11 And I am very envious of lawyers who can keep a neat
12 desk, but it is a difficult thing to do. So, anyway,
13 gentleman, I understand your arguments. You've both
14 done a good job. And I'll take the issue of attorney's
15 fees under advisement. And hopefully next week I'll
16 have a decision on both that issue and the pending
17 issue in the Estate of Polly Shoemaker.

18 MR. HAYNSWORTH:

19 All right. And, Your Honor, I'll do a Revised Order.
20 I'll send it to Mr. Blincow ahead of time. Hopefully
21 he'll bless it. I don't think we'll have any
22 disagreement, but anyway, I'll show it to him --

23 THE COURT:

24 And I would ask you if you could to include that
25 language that is often cited --

1 MR. BLINCOW:

2 Yeah, the Pleadings and the --

3 THE COURT:

4 -- what any court would consider whether the Pleadings
5 together with the testimony, and evidence, and
6 including depositions lead to an issue of material
7 fact. So maybe include that language, and I'm happy to
8 change the word "exclusively" to "primarily."

9 MR. HAYNSWORTH:

10 All right. I will endeavor to do that for you, Judge.
11 And what's today, wednesday? I'll have it to Mr.
12 Blincow by Friday --

13 THE COURT:

14 Okay.

15 MR. HAYNSWORTH:

16 -- and assuming he has a chance to look at it we should
17 be able to get it to you, you know, by next wednesday.

18 THE COURT:

19 Early next week is great, but if you can't, then just
20 do your best.

21 MR. HAYNSWORTH:

22 Okay.

23 THE COURT:

24 Okay. Thank you, gentlemen.

25 MR. HAYNSWORTH:

1 Thank you, Your Honor.

2 THE COURT:

3 All right. Have a good afternoon. We're adjourned.

4 (THERE BEING NO FURTHER QUESTIONS, THIS HEARING CONCLUDED.)

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CERTIFICATE OF REPORTER

I, the undersigned, Treasa Hix, Notary Public in and for the State of South Carolina, do hereby certify that:

That the foregoing hearing was transcribed at the request of Knox L. Haynsworth, III, Esquire;

A court reporter was not present at the proceedings and therefore cannot guarantee that every word of testimony could be heard or that the speaking parties are properly identified;

I further certify that I am neither counsel nor solicitor to any of the parties in said hearing, not interested in the event of the cause.

In witness whereof, I have hereunto set my hand and seal this 17th day of February, 2022.

Treasa Hix, Reporter

Notary Public for S.C.

Commission Expires: 6/13/29

James Marshall Shoemaker III
Representing myself
1859 Tecumseh Trail SE
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22 FEB 21 14:21:08
PAUL W. MARSHALL, CLERK, S.C.

STATE OF SOUTH CAROLINA
IN THE CIRCUIT COURT -
APPEAL FROM THE PROBATE COURT
NINTH JUDICIAL CIRCUIT -
Honorable Clayton L. Jennings

James Marshal Shoemaker III,

Petitioner/Plaintiff,
vs.
Lesley Moore, Esq. As Personal Representative
and Trustee, Edward Sloan Shoemaker, and
Jonathan Evans Shoemaker

Case No.: 18-ES-23-01729

STATEMENT OF ISSUES ON APPEAL

2022-CP-23-00933

Respondents/Defendants

STATEMENT OF ISSUES ON APPEAL

Pursuant to Section 62-1-308(b) of the S.C. probate Code, the Appellant, James Marshall Shoemaker, III, states the following issues for review by the Court of Common Pleas:

1. Did the Lower Court err in refusing to vacate its Order while granting Appellant's Motion to Recuse made on the same grounds?

2. Did the Lower Court err in granting the Respondent's Motion for Summary Judgment by concluding that the affidavit of the Appellant's expert did not create a question of fact on the issue of testamentary capacity?

a) preponderance of evidence standard

b) mere scintilla of evidence

c) Court found expert said reviewed case law but did not state level of incapacity

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FILED

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE GREENVILLE COUNTY
PROBATE COURT

DEC 15 2021

IN THE PROBATE COURT

Case No.: 2018-ES-23-01729

James Marshall Shoemaker, III,

Petitioner,

vs.

Mary Hunter Sloan Shoemaker, Edward
Sloan Shoemaker, Jonathan Evans
Shoemaker, Lesley Moore and John and
Jan Doe,

Respondents.

**AMENDED ORDER
GRANTING SUMMARY JUDGMENT
TO RESPONDENTS**

This Court originally granted summary judgment in favor of Respondents and issued its Order reflecting the same dated June 15, 2021. Pursuant to a timely filed Motion under Rule 59 of the South Carolina Rules of Civil Procedure, Respondents requested the Court alter the language of its Order to change the phrase "Petitioner relies exclusively on the affidavit of Thomas Hughes, M.D. to establish a question of material fact related to the alleged mental incapacity of the testator, James M. Shoemaker, Jr." to "Petitioner relies primarily on the affidavit of Thomas Hughes, M.D. to establish a question of material fact related to the alleged mental incapacity of the testator, James M. Shoemaker, Jr." In considering the record before it, the Court modifies its Order dated June 15, 2021 granting Respondent's Motion for Summary Judgment as noted below and the Court finds and rules as follows:

I. Procedural History

On June 27, 2019 Petitioner James Marshall Shoemaker, III instituted a pro se action against his father's estate, his mother, two brothers, attorney Lesley Moore and his parents' long-time housekeeper, Debbie Wine. Pursuant to a prior Order of this Court, certain claims of

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Petitioner were struck from the Petition and certain parties dismissed. Thereafter, Petitioner filed and served an Amended Petition against his mother, two brothers and attorney Lesley Moore. By way of Reply, the Respondents denied the substance of the claims in the Amended Petition. On April 20, 2020, John Blincow, Jr. of the firm Blincow Griffin Law, P.C. appeared on behalf of Petitioner. Following lengthy discovery, on November 4, 2020, Respondents filed their Motion for Summary Judgment.

The Amended Petition sought to overturn the last Will and Testament and Trust of James M. Shoemaker, III dated June 24, 2018 (the "Will") and the restatement of the James M. Shoemaker, Jr. Revocable Trust dated June 24, 2018 (the "Trust"), on the grounds of lack of testamentary capacity and undue influence. According to the allegations of the Amended Petition, "as a result of his weakened, disturbed and distorted state of mind during his final months, and the collusion of my mother and brothers to vilify me to, and separate me from, my father, he was persuaded to sign revisions of his Will and Trusts, less than three weeks before his passing, which expressly excluded me from benefitting from his estate." (Amended Petition Page 2, Lines 13-18)

II. Applicable Law

Once "the formal execution of a will is admitted—or proved, a prima facie case in favor of the will is made out, and the burden is then on the contestants to prove undue influence, incapacity or other basis of invalidation." Byrd v. Byrd, 279 S.C. 425, 426-27, 308 S.E.2d 788, 789 (1983); The will contestants bear the burden of showing incapacity at the time the will was executed. Hairston v. McMillan, 387 S.C. 439, 445, 692 S.E.2d 549, 552 (Ct. App. 2010).

In order to survive summary judgment, the nonmoving party must provide evidence showing the testator lacks capacity. A testator has the capacity to execute a will when he "knew [(1)] his estate, (2) the objects of his affections, and (3) to whom he wished to give his property." Hellams v. Ross, 268 S.C. 284, 288, 233 S.E.2d 98, 100 (1977). "The degree of capacity necessary for the execution of a will is less than that needed for the execution of a contract." In re Estate of Weeks, 329 S.C. 251, 264, 495 S.E.2d 454, 461 (Cl. App. 1997). "A person may execute a valid will even if he or she is not competent to transact ordinary, everyday affairs." Hairston, 387 S.C. at 446, 692 S.E.2d at 552 (quoting Speegle v. Oswald, 774 So. 2d 595, 597 (Ala. Civ. App. 2000)).

The test for capacity does not include the requirement that the testator "have a reasonable basis on which to found his likes or dislikes or the natural objects of his bounty." In re Washington's Estate, 212 S.C. 379, 387, 46 S.E.2d 287, 290 (1948).

The capacity required to create a trust is the same as that required to make a will. (S.C. Code Ann. §62-7-601.)

In addition to challenging his father's Will and Trust on the grounds of lack of capacity, Petitioner has also asserted that the challenged documents are the result of undue influence brought to bear upon the will of his father by the actions of his mother and two younger brothers.

"Undue influence must be shown by unmistakable and convincing evidence, which is usually circumstantial," Russell v. Wachovia Bank, N.A., 353 S.C. 208, 217, 578 S.E.2d 329, 333. "In order for the will to be void due to undue influence, '[a] contestant must show that the influence was brought directly to bear upon the testamentary act.'" Id. at 219, 578 S.E.2d at 335 (quoting Mock v. Dowling, 266 S.C. 274, 277, 222 S.E.2d 773, 774 (1976)).

"A mere showing of opportunity or motive does not create an issue of fact regarding undue influence." In re Estate of Cumbee, 333 S.C. 664, 671, 511 S.E.2d 390, 394 (Ct. App. 1999). To send the issue of undue influence to the jury, the contestant must show more than general influence—"there [must be] additional evidence that such influence was actually utilized." Howard v. Nasser, 364 S.C. 279, 289, 613 S.E.2d 64, 69 (Ct. App. 2005) (quoting Mock, 266 S.C. at 277, 222 S.E.2d at 774).

"The influence necessary to void a will must amount to force and coercion." Wilson v. Dallas, 403 S.C. 411, 437, 743 S.E.2d 746, 760 (2013). "The evidence must show that the free will of the testator was taken over by someone acting on testator's behalf." Russell, 353 S.C. at 217, 578 S.E.2d at 333. "In order to void a will on the ground of undue influence, the undue influence must destroy free agency and prevent the maker's exercise of judgment and free choice." In re Estate of Cumbee, 333 S.C. at 671, 511 S.E.2d at 394. "If the testator had the testamentary capacity to dispose of his property and was free and unrestrained in his volition at the time of making the will, the influence that may have inspired it or some provision of it will not be undue influence." Howard, 364 S.C. at 289, 613 S.E.2d at 69 (quoting In re Last Will & Testament of Smoak, 286 S.C. 419, 424, 334 S.E.2d 806, 809 (1985)).

III. Analysis

Petitioner relies primarily on the Affidavit of Thomas Hughes, M.D. to establish a question of material fact related to the alleged mental incapacity of the testator, James M. Shoemaker, Jr. With regard to Dr. Hughes' affidavit, it is noted that the affidavit was not notarized. However, attorney John Blincow represented at the hearing that as an officer of the court, he actually saw Dr. Hughes execute the affidavit. More significantly, Rule 5(d) of the South Carolina Rules of Civil Procedure specifically provides that except as otherwise provided

in Rule 59(c), opposing affidavits may be served "not later than two days before the hearing" unless the Court permits them to be served at some other time. No evidence was adduced explaining why Dr. Hughes' affidavit was not submitted in accordance with Rule 5(d). Additionally, pursuant to Rule 33(b) SCRPC, there is a continuing duty on the part of the party from whom information is sought to answer a standard interrogatory, such as the one requesting the party to list any expert witness whom the party proposes to use as a witness at the trial of the case. Bensch v. Davidson, 354 S.C. 173, 182, 580 S.E. 2d 128, 132 (2003). The Court was advised that standard interrogatories had been served upon Petitioner over a year prior to the hearing yet Dr. Hughes has never been listed as a witness. In this matter it is undisputed that the affidavit of Dr. Hughes was not served on counsel for Respondents until the evening prior to the hearing.

Regardless, the affidavit of Dr. Hughes does not create a material issue of fact in this matter. Dr. Hughes did not examine Mr. Shoemaker but instead, reviewed medical records related to the period of time surrounding the execution of the testamentary documents. While Dr. Hughes opines that Mr. Shoemaker may have had significant cognitive impairment, he fails to conclude that Mr. Shoemaker did not know his estate, know the objects of his affection and know to whom he wished to give his property, the test for mental capacity set forth under Hellams v. Ross, *supra*. Despite Dr. Hughes' sworn statement that he had reviewed "S.C. case law on testamentary capacity" (Affidavit of Hughes at Paragraph 5(d)), nowhere in his affidavit does Dr. Hughes indicate what level of incapacity Mr. Shoemaker may have had on June 24, 2018, the date of execution of the Will and Trust at issue. While Dr. Hughes noted that based on a review of the records Mr. Shoemaker "was at times angry and irate" and "was at times agitated" during the weeks prior to his death, Petitioner himself confirmed in his deposition that

his father had a severe temper and a volatile relationship with Petitioner (See Deposition of Marshall Shoemaker Pages 28, 29, 124, 167; Ex B and C of Respondents' Memorandum in Support of Summary Judgment). However, Dr. Hughes did not suggest in his affidavit that Mr. Shoemaker was angry, irate or agitated on June 24, 2018, the date of the disputed Will and Trust.

By contrast, the affidavits provided by Respondents establish that Mr. Shoemaker had testamentary capacity and requested the changes to his estate plan of his own volition by calling his trusted attorney for estate planning to have his attorney, in consultation with his long-time accountant, modify his estate planning documents. Mr. Shoemaker clearly understood the contents of the Will and Trust at the time of their execution. This is confirmed by the affidavits of one former partner and one partner of the Wyche Firm who witnessed the execution of the Will and Trust at issue, Carl Muller and Amos Workman, as well as the affidavit of Respondent Lesley Moore. Further, Respondents submitted the affidavit of another long-time law partner of the decedent, William Kehl, with whom he shared over the years his estrangement with his son Marshall. An affidavit was submitted by Mr. Shoemaker's long-time legal assistant, Rita Christopher, with whom he also shared the estrangement with Marshall that existed over the years. Finally, the affidavit of the personal physician of the decedent, Dr. Daniel Austin Grover, confirmed that he (Dr. Grover) had been made aware of the requirements for testamentary capacity in the state of South Carolina and could state unequivocally that Mr. Shoemaker possessed such testamentary capacity. Nevertheless, even without the affidavits submitted by Respondents, the Court finds that Petitioner failed to carry his burden of establishing any material issue of fact in dispute regarding lack of testamentary capacity on June 24, 2018.

As to undue influence, Petitioner has failed to provide any evidence or establish any material issue of fact whatsoever. In fact, in reviewing the record before the Court as a whole, it

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is clear that, contrary to the allegations of the Amended Petition, Marshall Shoemaker was at various times throughout his life excluded from the Wills and Trusts of his parents. The record establishes that decades ago Marshall was excluded completely as an object of his parents' bounty. Marshall was at times included and at other times excluded from the wills and trusts of the decedent as their relationship varied from hostility and estrangement to reconciliation. Therefore, the exclusion of Marshall from the most recent testamentary documents does not suggest undue influence or lack of capacity. In light of the foregoing, the Court finds there exists no genuine issue of material fact in dispute regarding Petitioner's claims. Accordingly, Respondents are entitled to summary judgment.

Lastly, during the hearing on April 7, 2021 the Court questioned Petitioner regarding the claims asserted against Lesley Moore and whether the claims were asserted against her individually, as trustee, as personal representative, or as an attorney. Through counsel, Petitioner confirmed that he did not wish to pursue the claims against Lesley Moore. Thus, she is dismissed from this action, with prejudice. Petitioner failed to submit any evidence to the Court suggesting that Ms. Moore had violated any obligation or duty to anyone. In fact, all of the evidence before the Court establishes that Ms. Moore maintained her long-established role as the estate planning attorney for Mr. and Mrs. Shoemaker.

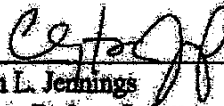
Therefore, it is hereby ORDERED, ADJUDGED, AND DECREED that:

1. The Motion for Summary Judgment of Respondents is granted; and
2. Lesley Moore is hereby dismissed from this action with prejudice.

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AND IT IS SO ORDERED.


Clayton L. Jennings
Associate Probate Judge

December 15, 2021
Greenville, South Carolina

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Aug 08 2023

SC Court of Appeals

Certificate of Counsel

The undersigned hereby certifies that the Supplemental Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

August 8, 2023

Respectfully submitted,

**BROWN, MASSEY, EVANS,
McLEOD & HAYNSWORTH,
LLC**

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