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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM BEAUFORT COUNTY
Court of Common Pleas
The Honorable Marvin H. Dukes, Master In Equity and Special Circuit Court Judge
Trial Court Case No. 2022CP07-02454

Appellate Case No. 2023-000411

Blue Bell Holdings, LLC ..... Appellant,

v.

Gary C. Johnson, Stephen D. Halpern, Holly A. Angel, Holly Ann, LLC, Belmont Properties, LLC, Johnson Halpern Partnership, Shoreline Funding, LLC and Orange Capital, LLC (Nevis), Defendants,

Of which Gary C. Johnson, Stephen D. Halpern, Holly A. Angel, Holly Ann, LLC, Belmont Properties, LLC, Shoreline Funding, LLC and Orange Capital, LLC (Nevis)..... Respondents.

RECORD ON APPEAL
Vol. 2

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From: jujmf@aol.com
Subject: Re: 40 Wide Water - Hit Read Receipt
Date: Aug 9, 2016 at 9:49:12 AM
To: gjohnson1@aol.com

gary

I sent the signed contract to atlantic marine via email.
If you could arrange payment I would much appreciate it.

thanks,

david

-----Original Message-----
From: Gary Johnson <gjohnson1@aol.com>
To: Dave B <jujmf@aol.com>
Sent: Mon, Aug 8, 2016 11:06 am
Subject: Fwd: 40 Wide Water - Hit Read Receipt

Gary Johnson
Boardwalk Properties
843-681-4002

Begin forwarded message:

From: "Atlantic Marine Construction" <atlmarinebft@hargray.com>
Date: August 8, 2016 at 10:53:55 AM EDT
To: <GJohnson1@aol.com>
Subject: 40 Wide Water - Hit Read Receipt

Dear Mr. Johnson and Mr. Broseman,

Attached find our work order for the piles on the pier head. Please sign and return with the 50% deposit so we may complete this project as soon as possible.

Any question please call.

Sincerely,

Darlene Connelly
Office Manager/Bookkeeper
Atlantic Marine Construction Co., Inc
843-846-8114

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ATLANTIC MARINE CONSTRUCTION CO. INC.
372 COUNTY SHED RD
BEAUFORT, SC 29906
PHONE 843-846-8114 FAX: 843-846-8115
ProDocksbyAMC.com

August 8, 2016

Mr. Gary Johnson
Re: David Brosman

Per Dave Charge IF

Email: gjohnson1@aol.com

Dave's Personal dock AT 40 Widewater paid ATV Islanding funding ACCOUNT
CK 1803 $1,100 8/8/2016
CK 1819 $1,100 8/7/2016

Re: 40 Wide Water, Tee Head ister Pile

WORK RDER ACKNOWLEDGEMENT

Atlantic Marine Const ction shall supply all materials, labor, and equipment to complete the following scope f work:

- Mobilize barge to site hile in Broad Creek and install 2 each sister pile on channel side corners o pier head and level back up as best as we can.
- Any handrail or repair needed other than sister piles shall be invoiced as an extra.

APPROXIMATE COST ----------$2,200.00*

***Approximate cost base on utilizing 2 – 30' timber pile. If not long enough or don't have proper size o barge and longer needs to be used, additional costs shall also be invoiced.**
****AMC is NOT to be he liable for any damage to structure during the sister pile installation and leve ng.**

Construction Notes:

- Timber grade shal e #2 or better, except decking to be #1 grade and unless otherwise specifie handrail system, which shall be #1 KDAT, air dried or equivalent. All lu ber to be treated as required by AWPA, C-2 & C-18
- All piles are r arine treated 2.5 lb. cca and/or as required by AWPA, C-3 & C-18 and to conform o ASTM-D25 as a minimum.
- All hardware shal e hot dipped galvanized. Nails to be Maze brand, double hot dipped galva ized, ptl - ring shanked unless otherwise specified.
- Attachment B form s a binding part of this proposal/contract.
- Any city or local p rmits necessary for construction is the responsibility of the owner, unless own r desires Atlantic Marine to apply for them as a contract extra.

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Brosman Property Benefits	IF	HA			
Dock restoration 40 Wide Water			2,200.00	Atlantic Marine	
Kitchen floor at 40 Wide Water		#1435	1,325.00	Alemka Paining	
Total 40 Wide Water			3,525.00		
				Inv #s	
Lowcountry Dock Builders	#2083		2,983.10	1053	5/17/2018
Lowcountry Deck Builders	#1997		4,440.00		12/28/2017
Espy Lumber	#1956		1734.37	75242	10/2/2017
Espy Lumber	#1956		2,139.63	5237305	10/2/2017
Espy Lumber	#5482		3,473.64	5243693+5243969	01/08-12/18
Estimated parts & supplies			2,000.00		
Total #58 Dock Repair & Renov			16,770.74		
Grand total			20,295.74		

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038362

STATE OF SOUTH CAROLINA
CERTIFICATE OF TITLE
OF A VEHICLE

VEHICLE ID NUMBER	YEAR	MAKE	MODEL	NEW/USED
1FTFW1C6XBFA55120	2011	FORD	F150	USED

BODY STYLE	DATE ISSUED	ODOMETER	WEIGHT	TITLE NUMBER
PK	03-13-2014	27,300	5557	770580276083194B

VEHICLE BRAND(S)
ACTUAL MILEAGE

FULL NAME OF OWNER(S)
JOHNSON, GARY C
60 BRAMS POINT RD
HILTON HEAD ISLAND SC 299262003

CUSTOMER NUMBER: 024023439

THE SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES HEREBY CERTIFIES THAT THE PERSON HEREIN IS REGISTERED BY THIS DEPARTMENT AS THE LAWFUL OWNER OF THE VEHICLE DESCRIBED SUBJECT TO THE LIENS, IF ANY, HEREIN SET FORTH.

KEVIN A. SHWEDO
EXECUTIVE DIRECTOR

NIKKI R. HALEY
GOVERNOR

KEEP IN A SAFE PLACE / ANY ALTERATION OR ERASURE VOIDS THIS TITLE

045426502

0005 0003197

SEE REVERSE SIDE FOR OPENING INSTRUCTIONS

Automated Presort

South Carolina
Department of Motor Vehicles
P.O. Box 1498
Columbia, SC 29216-0024

IMPORTANT
This Envelope Contains Your
CERTIFICATE OF TITLE
"OPEN CAREFULLY"

PRESORTED
FIRST-CLASS MAIL
U.S. POSTAGE PAID
COLUMBIA, S.C.
PERMIT NO. 543

JOHNSON, GARY C
60 BRAMS POINT RD
HILTON HEAD ISLAND SC 299262003

539

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THIS DOCUMENT PROTECTED BY VOID PANTOGRAPH, MICROPRINT LINES, PSEUDO WATERMARK ON BACK, PLUS OTHER SAFETY FEATURES

The State of South Carolina
Department of Natural Resources
CERTIFICATE OF TITLE

FOR A WATERCRAFT

TITLE NUMBER	REGISTRATION NUMBER	COUNTY	DATE OF ISSUE
WAD0012933	SC-5538-DB	7	10/30/2014

IDENTIFICATION NUMBER	MAKE	MODEL	YEAR
RJD00881G607	EVERGLADES	211CC	2007

LENGTH
20 ' 11"

CONSTRUCTION:
FIBERGLASS

OWNER

ISLAND FUNDING LLC
60 BRAMS POINT RD
HILTON HEAD ISLAND SC 29926

CO-OWNERS

ERASURES OR ALTERATIONS VOID THIS TITLE

First Lien Holder

Second Lien Holder

The above named lien holder(s) hereby affirm that the lien on this property has been fully satisfied, and the above named lien holder releases any and all interest in the property.

FIRST LIEN HOLDER

Signature

Official Title

Day Month Year

SECOND LIEN HOLDER

Signature

Official Title

Day Month Year

Notice to lien holder:
When a lien is discharged, the lien holder shall note that fact on the face of the certificate of title. Within thirty days of discharging the lien, the holder shall present it to the department. Section 50-23-140(b)

www.dnr.sc.gov

Gary C Johnson
Everglades Boat Expenditures
All Transactions

Type	Date	Num	Name	Memo	Account	Class	Original Amount	Paid Amount
Proceeds								
Deposit 1	08/29/2014		aig	Insurance Check ...	Proceeds	Everglades	-25,767.51	-25,767.51
Total Proceeds								-25,767.51
Repairs (Repairs & Maintenance)								
Check 2	06/02/2014	9994	Broad Creek Marina	drain water from e...	Repairs (Repairs ...	Everglades	760.26	760.26
Check 3	06/25/2014	2712	Mark Riberro	Flushed engine, c...	Repairs (Repairs ...	Everglades	650.00	650.00
Check 4	12/29/2014		American Expres...	Everglades Messe...	Repairs (Repairs ...	Everglades	286.05	286.05
Check 5	12/29/2014		American Expres...	Everglades Messex	Repairs (Repairs ...	Everglades	9.49	9.49
Check 6	11/08/2016		American Expres...	Butler Marine	Repairs (Repairs ...	Everglades	327.31	327.31
Check 7	01/19/2017	9995	Whiz Marine Serv...	re-wire switches, h...	Repairs (Repairs ...	Everglades	846.10	846.10
Check 8	05/14/2018	9996	Boats.net	Honda Parts	Repairs (Repairs ...	Everglades	180.89	180.89
Check 9	05/22/2018		American Expres...	boats.net	Repairs (Repairs ...	Everglades	425.46	425.46
Check 10	09/05/2018		Barclaycard	Butler Marine	Repairs (Repairs ...	Everglades	386.70	386.70
Check 11	10/22/2018		American Expres...	boats.net	Repairs (Repairs ...	Everglades	133.29	133.29
Check 12	11/21/2018		American Expres...	Roy Newsom Trail...	Repairs (Repairs ...	Everglades	724.72	724.72
Check 13	11/21/2018		American Expres...	Boats.net Evergla...	Repairs (Repairs ...	Everglades	133.29	133.29
Check 14	07/19/2021	pos	Broad Creek Marina	Clean paint Bottom	Repairs (Repairs ...	Everglades	1,701.08	1,701.08
Deposit 15	10/05/2021		Island Funding LLC	Boat repairs reimb...	Repairs (Repairs ...	Everglades	-1,701.08	-1,701.08
Check 16	11/02/2021	2805	American Expres...	UShip Everglades ...	Repairs (Repairs ...	Everglades	1,000.00	1,000.00
Check 17	12/14/2021	9997	Diamond Motors ...	225 HP upgrade	Repairs (Repairs ...	Everglades	2,544.00	2,544.00
Check 18	12/14/2021	9999	Diamond Motors ...	Suzuki 200HP	Repairs (Repairs ...	Everglades	18,977.80	18,977.80
Check 19	03/22/2022	9998	Diamond Motors ...	Steering system re...	Repairs (Repairs ...	Everglades	2,222.29	2,222.29
Total Repairs (Repairs & Maintenance)								29,607.65
Taxes								
Check	01/18/2022	2735	Beaufort County ...	WC210050849	Taxes	Everglades	141.58	141.58
Check	03/22/2022	2756	Beaufort County ...	WC210050849	Taxes	Everglades		
Check	03/22/2022	2756	Beaufort County ...	WC210050849	Taxes	Everglades	262.84	262.84
Total Taxes								404.42
TOTAL								**4,244.56**

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Gary C Johnson
Everglades Boat Expenditures
All Transactions

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1.	The insurance deposit. If you remember when the boat sunk on May 17th, I was the owner of record. Island Funding was in the process of buying it pending clearing a title issue. This resulted in me having to file a claim with my insurance company.
2.	Broad Creek Marina attempted to salvage the engine. See attached invoice.
3.	A month later Mark with more experience flushed the engine properly, took the starter and altenator off to have them rebuit. Installed new batteries and terminals. He was able to get it running.
4.	Trailer parts see attached invoice.
5.	Trailer parts see attached invoice.
6.	The boat was taken to Butler Marine to see if they could fix it. The motor ran but would overheat and quit. See attached invoice
7.	Whiz marine replaced the switches, terminals, the lights, VHF radio, Fuel gauge, GPS, Horn and other electronics. See attached invoice.
8.	Most of the outboard parts were purchased from boats.net the online discount Honda dealer. See attached invoice
9.	Honda Parts See attached invoice
10.	I took the boat back to Butler Marine to have it hooked up to a honda computer to find out the issue of the motor. It would Idle but if you put in power it would overheat and quit. See attached invoice.
11.	Honda parts. I tried to buy a new 200HP motor but they were hard to get in this horsepower. I put my name on the list with several dealers. See attached invoice.
12.	Trailer parts see attached invoice.
13.	Honda Parts see attached invoice
14.	Diamond Marine said they had a 200HP motor comming in so I sent the boat over to Broad creek to get the bottom and transom cleaned to get ready for the new motor. I paid the invoice. See attached invoice.
15.	This is a reimbursement check to me for the Broad Creek Marina service. See attached invoice.
16.	This is the Uship charge to deliver to Diamond and returned to storage at Matthews Marine. The boat was at Diamond Marine for 7 months. See attached invoice.
17.	The 200HP motor was damanged so I bought the only other motor in the range 225HP. The 225HP motor was a 2,544.00 up grade. See attached invoice.

Gary C Johnson
Everglades Boat Expenditures
All Transactions

18. The origional 200HP motor I purchased. See attached invoice.

19. I had Diamond Marine do a river test on the boat to see if it checked out before I had it picked up. The boat had been sitting for years before it was delivered to them. The steering system was locked, the batteries were dead, water in the fuel. See attached invoice. The boat is stored at Matthew's Marine at a cost of $135 a month billed to my American Express card, the cost is not on this report. This report is subject to change when I finnish the Island Funding side of the report. Also note our 2015 credit card expences are missing from this report, so we will pull them from storage send an update with the Island Funding report.

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AIG

CONFIRMATION OF RECREATIONAL MARINE COVERAGE

POLICY NUMBER: 015919883

ASSURED:

Johnson, Gary
Boardwalk Properties LLC
60 Brams Point Rd
Hilton Head, South Carolina, 29926

POLICY INFORMATION:

COVERAGES	LIMITS	DEDUCTIBLES	PREMIUM
Hull and Machinery	**$ 24,000.00**	**2 %**	**$ 159.12**
Windstorm Deductible	**-**	**5 %**	**-**
Towing & Assistance	**$ 5,000.00**	**None**	**Included**
Tender(s)	**$ 10,000.00**	**$250.00**	**Included**
Personal Watercraft	**NA**	**NA**	**NA**
Liability	**$ 300,000.00**	**None**	**$ 175.00**
Medical Payments	**$ 30,000.00**	**None**	**Included**
Uninsured Boater	**$ 300,000.00**	**None**	**Included**
Trailer	**$ 1,000.00**	**$250.00**	**Included**
Personal Effects	**$ 25,000.00**	**$250.00**	**Included**

ADDITIONAL PREMIUM FACTORS:

Loss Free Credit	**$ (33.41)**
Underwriting Credit	**$ 0.00**

TOTAL PREMIUM: **$300.71**

SUBJECT MATTER: **2007, 20 ft - Everglades**

EFFECTIVE: **July 09, 2013**

CONDITIONS: **AIG Global Marine "All Risk" Yacht Form**

EXCLUSIONS: **Per Form**

NAVIGATIONAL AREA/WARRANTY: **East Coast**

SECURITY: **National Union Fire Insurance Co of Pittsburgh, PA (A.M.Best: A) Admitted**

SUBJECT TO: **Receipt of complete, accurate signed application within 30 days of effective date**

July 09, 2013

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QTY.	MATERIAL	PRICE	AMOUNT
6qt	10W-40		51 00
1	Oil Filter		35 00
40	Gallons Fuel	4.00	160 00

Paid by Check
6/2/2014
by phone

INVOICE NO. 14702

JOB PHONE | DATE OF ORDER 6/02/14

JOB NAME / LOCATION

Broad Creek MARINA
Hilton Head Island
Hilton Head's Premier Boating Facility
P.O. Box 21584 18 Simmons Rd. Hilton Head, SC 29925
(843) 681-3625

TO: Gary Johnson
21' Everglades

PHONE

ORDER TAKEN BY MM

TERMS:

DESCRIPTION OF WORK	AMOUNT
Drain water from Crankcase Pull Plugs Spray with fogging o.c. Drain water from fuel Tank. Install Spark Plugs & Wires Got Engine To Run for 45 Minutes. Tried To Restart Unable To get The Engine Restarted.	

LABOR	HOURS	RATE	AMOUNT		
Ryan	5			TOTAL MATERIAL	246 00
				TOTAL LABOR	500 00
				SHOP SUPPLIES	
				SHIPPING	
				TAX	14 76
				Thank You! PAY THIS AMOUNT →	760 76

WORK ORDERED BY | DATE COMPLETED

SIGNATURE (I hereby acknowledge the satisfactory completion of the above described work).

345

MESSEX ONE STOP SERVICE, INC.
P.O. BOX 1991
BLUFFTON, SC. 29910
Phone - 843-757-2010 Fax - 843-757-6101

INVOICE
74324

INVOICE

Print Date : 11/21/2014

BOARD WALK PRO

2014 BOAT TRAILER -

Lic # :
Unit # :
Vin # :
Hat # :

Odometer In : 1

CELL 843-681-4002
Cust ID : 4360

Ref # :

Part Description / Number	Qty	Sale	Extended
1 1/16 X 1 3/8 HUB 5 BOLT 4545G	2.00	45.95	91.90
PAL NUT 5/8 ZINC 25 PAK 4108	4.00	0.59	2.36
STOLTZ 10 KEEL ROLLER RP-10 3076	2.00	33.95	67.90
JACK-1.5-SW -BLT-SVL-8"WH XP15L 30746	1.00	107.70	107.70

Labor Description	Extended

Org. Estimate $286.05 Revisions $0.00 Current Estimate $ 286.05 Additional Cost Revised Estimate

Labor:	**0.00**
Parts:	**269.86**
Sublet:	**0.00**
Sub:	**269.86**
Tax:	**16.19**
Total:	**286.05**
Bal Due:	**$286.05**

[Payments -]

M-F 7-6, SAT. 8-1 / C-STORE DAILY 6AM-8PM

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the car or truck herein described on street, highways or elsewhere for the purpose to testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs thereto. Warranty on parts and labor is one years or 12,000 miles whichever comes first. Warranty work has to be performed in our shop & cannot exceed the original cost of repair.

SIGNATURE..... Date..... Time.....

'en By: <none>

01.17.07 Copyright Mitchell 1 Invoic1

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MESSEX ONE STOP SERVICE, INC.
P.O. BOX 1991
BLUFFTON, SC. 29910
Phone - 843-757-2010 Fax - 843-757-6101

INVOICE
74326

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INVOICE

Print Date : 11/21/2014

BOARD WALK PRO

2014 BOAT TRAILER -

Lic # :
Unit # :
Vin # :
Hat # :

Odometer In : 1

CELL 843-681-4002
Cust ID : 4360

Ref # :

Part Description / Number	Qty	Sale	Extended	Labor Description	Extended
GREASE					
211402	1.00	8.95	8.95		

Pd Amt 11/21/2014

Org. Estimate $9.49	Revisions $0.00	Current Estimate $ 9.49	Additional Cost	Revised Estimate

Labor:	**0.00**
Parts:	**8.95**
Sublet:	**0.00**
Sub:	**8.95**
Tax:	**0.54**
Total:	**9.49**
Bal Due:	**$9.49**

[Payments -]

M-F 7-6, SAT. 8-1 / C-STORE DAILY 6AM-8PM

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the car or truck herein described on street, highways or elsewhere for the purpose to testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs thereto. Warranty on parts and labor is one years or 12,000 miles whichever comes first. Warranty work has to be performed in our shop & cannot exceed the original cost of repair.

SIGNATURE..... Date..... Time.....

American Airlines AAdvantage | MasterCard

AAdvantage Aviator Red MasterCard Reward Summary

Miles earned on American Airlines purchases (2X miles for every dollar spent on eligible purchases)	+	0
Miles earned on all other purchases (1X mile for every dollar spent)	+	1,068
Bonus or promotional miles earned this period	+	0
Adjustments	+	0
Total miles sent to your frequent flyer program	=	**1,068**

YOU'RE READY TO TAKE FLIGHT

You and up to 4 companions on your reservation may each check one eligible bag free of charge when traveling on domestic itineraries operated by American Airlines.

Enjoy Group 1 boarding on domestic American Airlines operated flights

Receive 10% of your miles back when you redeem them for travel (10,000 miles maximum per calendar year)

Activity for GARY C JOHNSON - card ending in 2460

Payments

Trans Date	Posting Date	Transaction Description	Amount
07/19	07/19	Payment Received BANK OF AMERI	-$1,25[illegible].91
		Total Payment Activity	-$1,25[illegible].91

Purchases

07/03	07/05	COLUMBIA SPORTSWEAR 45 BLUFFTON SC	$1[illegible].23
07/06	07/07	PARKER'S # 53 HILTON HEAD SC	$[illegible].99
07/12	07/13	PAYPAL *CHRISTIANBO 4029357733 CA	$1[illegible].00
07/13	07/14	NETFLIX.COM NETFLIX.COM CA	[illegible].47
07/21	07/21	UBER US JUL20 DMHPO 8665761039 CA	$9.61
07/22	07/25	BUTLER MARINE OF BEAUF BEAUFORT SC	$3[illegible].31
07/24	07/25	SAMS CLUB #6582 HILTON HEAD SC	$2[illegible].48
08/01	08/02	DICKS SPORTING GOODS BLUFFTON SC	$1[illegible].78
08/01	08/02	DICKS SPORTING GOODS BLUFFTON SC	$[illegible].02
08/01	08/03	WEST MARINE #567 HILTON HEAD ISC	[illegible].58
		Total Purchase Activity	$1,06[illegible].47

Summary of Fees and Interest

Fees Charged

Trans Date	Posting Date	Transaction Description	Amount
		Total Fees for this Period	**$0.00**

Interest Charged

Trans Date	Posting Date	Transaction Description	Amount
		Total Interest for this Period	**$0.00**

Year-to-Date Summary of Fees and Interest Charged*

Total Fees charged in 2016	**$79.00**	**Total Interest charged in 2016**	**$91.87**

*This Year-to-Date Summary reflects the Fees and Interest charged on billing statements with closing dates in 2016. The Summary does not reflect any fees or interest adjustments and/or credits that have been made.

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American Airlines AAdvantage

AAdvantage Aviator Red MasterCard Reward Summary

Miles earned on American Airlines purchases (2X miles for every dollar spent on eligible purchases)	+	0
Miles earned on all other purchases (1X mile for every dollar spent)	+	1,033
Bonus or promotional miles earned this period	+	51
Adjustments	+	0
Total miles sent to your frequent flyer program	=	**1,084**

YOU'RE READY TO TAKE FLIGHT

You and up to 4 companions on your reservation may each check one eligible bag free of charge when traveling on domestic itineraries operated by American Airlines.

Enjoy Group 1 boarding on domestic American Airlines operated flights

Receive 10% of your miles back when you redeem them for travel (10,000 miles maximum per calendar year)

Activity for GARY C JOHNSON - card ending in 2460

Payments

Trans Date	Posting Date	Transaction Description	Amount
08/04	08/04	PAYMENT RECV'D CHECKFREE	-$250.00
08/04	08/04	Payment Received BANK OF AMERI	-$1,058.47
09/02	09/02	PAYMENT RECV'D CHECKFREE	-$250.00
		Total Payment Activity	**-$1,558.47**

Purchases

08/03	08/04	DICKS SPORTING GOODS BLUFFTON SC	$47.69
08/12	08/15	BUTLER MARINE OF BEAUF BEAUFORT SC	$386.70
08/13	08/15	NETFLIX.COM NETFLIX.COM CA	$10.59
08/20	08/22	HILTON HEAD HARBOR OPE HILTON HEAD ISC	$474.27
08/24	08/25	UBER US AUG24 D3I6Q 8665761039 CA	$12.55
08/26	08/29	SAMSCLUB #6582 HILTON HEAD SC	$106.23
08/29	08/31	AUNT CHILADAS HILTON HEAD ISC	$20.00
09/01	09/02	UBER US SEP01 HUZZI 8665761039 CA	$29.63
		Total Purchase Activity	**$1,132.28**

Everglades INVOICE 98840

Summary of Fees and Interest

Fees Charged

Trans Date	Posting Date	Transaction Description	Amount
		Total Fees for this Period	**$0.00**

Interest Charged

Trans Date	Posting Date	Transaction Description	Amount
		Total Interest for this Period	**$0.00**

Year-to-Date Summary of Fees and Interest Charged*

Total Fees charged in 2016	**$79.00**	**Total Interest charged in 2016**	**$91.87**

*This Year-to-Date Summary reflects the Fees and Interest charged on billing statements with closing dates in 2016. The Summary does not reflect any fees or interest adjustments and/or credits that have been made.

BUTLER - 714.01 8/12

ELECTRONICALLY FILED 2023 Feb 09 4:13 PM - BEAUFORT - COMMON PLEAS CASE#2022CP0702454

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Butler Marine, Inc.
70 Sea Island Parkway
Beaufort, SC 29907
(843) 522-9461

Customer Charge Activity Statement
Charge Activity From 8/01/16 thru 11/30/16

Account No 8438163175
GARY JOHNSON
60 BRAMS PT RD
HILTON HEAD, SC 29926

December 7, 2016

Date	Description	Amount
7/31/16	Balance Forward As Of 7/31/2016	-327.31 Pd by Johnson
8/12/16	Payment - CASH REVISED WAS MC	-386.70 Pd by Johnson
8/15/16	CHARGE Inv No 98884 - Work Order 14234	900.13

Invoice Items

8/15/16 289353	06064 CARB & CHOKE CLEANE	1	7.98	7.98
8/15/16 SHIPPING	SHIPPING & HANDLING	1	6.00	6.00
8/15/16 710-54-816311T	CABLE TIE @100	2	0.44	0.88
8/15/16 50-14131	TIE STRAP 4" UV @100	1	0.07	0.07
8/15/16 91404-ZY3-000	TUBE, WATER CHECK	1	3.00	3.00
8/15/16 35655-ZY3-C01	SENSOR, OXYGEN	1	286.04	286.04
8/15/16 ACC-RNGFR-PL-12	RING FREE PLUS 12 OZ	2	22.50	45.00
8/15/16 19259-ZY3-000	TUBE, WATER OUTLET	1	17.90	17.90
8/15/16 T18010101	WINCH 1800 LB	1	88.46	88.46
8/15/16 WS25	ROD SAVER WINCH STRAP 25'	1	15.63	15.63
8/15/16 028632171509	BERKLEY GSSHR3-PW GULP	3	3.70	11.10
8/15/16 081478112075	COTEE 1/4 OZ CHT 6PK	1	2.65	2.65
8/15/16 985J	LOCK NUT 1/4-20 SS	1	0.20	0.20
8/15/16 76-1030	-LIFE CALK TUBE WHITE	1	18.87	18.87
Items Tota				503.78
Total Labor				337.50
Shop Supplies				27.00
Total Sales Taxes				31.85

Current Balance 186.12 Pd by IF

No Returns on Electrical or Special Orders!

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Butler Marine, Inc.
70 Sea Island Parkway
Beaufort, SC 29907
(843) 522-9461

Invoice

8438163175
GARY JOHNSON
60 BRAMS PT RD
HILTON HEAD, SC 29926

Sales Code: AP

HOME (843) 816-3175

Invoice No	98840
Invoice Date	8/12/16
Work Order No	14223
Date In	8/11/16

Unit Information:
Reg No: GA 6626 UU
Year: 2007 Make: EVERGLADES Model: 211 CC Color: WHITE Length: 21'1" Boat Name: WHITE SMOKE Serial No: RJD0081G607
Motor1:
Make: HONDA Model: BF225A6XA HP: 225 Serial No: BAGJ-1403759
Trailer:
Make: VENTURE
Boat Name: WHITE SMOKE

Job No 1 — Job Description: INSTALL 02 SENSOR

Correction: REPLACED 02 SENSOR - CRANKED ENGINE WITH COMPUTER HOOKED UP - NO CODES - CLEARED OLD CODES - FOUND MISFIRE AT CYL #4 - FUEL INJECTOR INOP AT IDLE - CUSTOMER CHOSE TO RUN RING FREE THROUGH ENGINE - PUT SECOND BOTTLE IN COMPARTMENT WITH BATT SWITCH.

Payable By Customer

Part No	Make	Dept	Description	Qty	Price Each	Total
ACC-RNGFR-PL-1	YAM	12	RING FREE PLUS 12 OZ	2.00	22.50	45.00

Parts Sub Total 45.00

Code	Tech	Description
R	34	RETAIL

Labor Sub Total 312.50

Job No 2 — Job Description: INSTALL WATER CHECK TUBE

Had to Repair Motor No go!

Correction: INSTALLED WATER TUBE

************Internal Work Order********** Stock No**

Code	Tech	Description
I	34	INTERNAL LABOR RATE

Labor Sub Total 85.00

Invoice Summary

No Returns on Electrical or Special Orders!
Payment Due On Receipt

Pd by Gary AA Mastercard See Attached MC Statement $386.70

Parts Total	45.00
Labor Total	397.50
Shop Supplies	25.00
Sales Tax	4.20
Grand Total	471.70
Internal Paid By Dealer	85.00
Amount Due By Customer	386.70
Paid MC	386.70
Balance Due	0.00

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Butler Marine, Inc.

70 Sea Island Parkway
Beaufort, SC 29907
(843) 522-9461

Terms

STRICTLY CASH UNLESS ARRANGEMENTS MADE. I HEREBY AUTHORIZE THE BELOW REPAIR WORK TO BE DONE ALONG WITH NECESSARY MATERIALS. YOU AND YOU EMPLOYEES MAY OPERATE WATERCRAFT FOR PURPOSES OF TESTING, INSPECTION OR DELIVERY AT MY RISK. AN EXPRESS MECHANICS LIEN IS ACKNOWLEDGED ON WATERCRAFT TO SECURE THE AMOUNT OF REPAIRS THERETO. CUSTOMER WILL BE RESPONSIBLE FOR LOSS OR DAMAGE TO WATERCRAFT OR ARTICLES LEFT IN WATERCRAFT IN CASE OF FIRE, THEFT, ACCIDENT OR ANY OTHER CAUSE BEYOND OUR CONTROL.

X _____

Disclaimer Of Warranties

THE ONLY WARRANTY APPLYING TO THE PARTS AND SERVICE PROVIDED AS PER THIS REPAIR ORDER ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURERS OF THE PARTS USED. BUTLER MARINE, INC. HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURCHASE, AND BUTLER MARINE, INC. NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF PART AND/OR SERVICE. THE CUSTOMER IS NOT ENTITLED TO RECOVER FROM BUTLER MARINE, INC. ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME OR ANY OTHER INCIDENTAL DAMAGES. STORAGE: IF WATERCRAFT IS NOT PICKED UP FOR

Customer No 8438163175
GARY JOHNSON
60 BRAMS PT RD
HILTON HEAD, SC 29926

HOME (843) 816-3175

Date In 8/11/16 | Work Order No 14234
Service Writer: AP | Miles/Hrs
Estimated Completion Date | In Service Date 3/29/07
Service Contract

Unit Information

Reg No: GA 6626 UU
Year: 2007 Make: EVERGLADES Model: 211 CC Color: WHITE Length: 21'1" Boat Name: WHITE SMOKE Serial No: RJD0081G607
Motor1:
Make: HONDA Model: BF225A6XA HP: 225 Serial No: BAGJ-1403759
Trailer:
Make: VENTURE
Boat Name: WHITE SMOKE

Motor Covered PD by Carq A/H Mike Tarkan

01423401

Job No 1 — Job Description

ENGINE OVERHEAT - LOW IDLE AND HIGH TEMP ALARMS ARE GOING OFF - WATER COMING OUT OF MOTOR **ASK AP** - APPROVED 1 HOUR INSPECT AND ADVISE

Correction

PERFORMED HONDA DAG - DIAG SHOWS THAT THE O2 SENSOR IS FAILING - O2 SENSOR NEEDS TO BE REPLACED - O2 SENSOR IS ON BACK ORDER UNTIL 7/25 - DISSABLED ALARM PER CUST REQUEST - O2 SENSOR NOT REPLACED AT TIME OF SERVICE

Payable By Customer

Part No	Make	Dept	Description	BIN	Date	Qty	Price Each	Total
289353	DON	12	06064 CARB & CHOKE CLEAN	400A	8/15/16	1.00	7.98	7.98
19259-ZY3-000	HON	26	TUBE, WATER OUTLET		8/15/16	1.00	17.90	17.90
SHIPPING	NS	S	SHIPPING & HANDLING		8/15/16	1.00	6.00	6.00
710-54-816311T	LAN	11	CABLE TIE @100	CURT1	8/15/16	2.00	0.44	0.88
50-14131	LAN	11	TIE STRAP 4" UV @100	CURT1	8/15/16	1.00	0.07	0.07
91404-ZY3-000	HON	11	TUBE, WATER CHECK		8/15/16	1.00	3.00	3.00
35655-ZY3-C01	HON	S	SENSOR, OXYGEN	CABC4B1	8/15/16	1.00	286.04	286.04
ACC-RNGFR-PL-1	YAM	12	RING FREE PLUS 12 OZ	YAMLUBC	8/15/16	2.00	22.50	45.00

Parts Sub Total 366.87

Code	Tech	Description	Date	Total
R	21	RETAIL	8/15/16	125.00

Labor Sub Total 125.00

Tech Notes:

Date:_____ Technician:_____ Hours:_____

Job No 2 — Job Description

01423402

REPLACE PORT TRIM ACTUATOR WITH NEW ACTUATOR - **KEEP THE OLD TRIM TAB IT HAS TO BE SENT BACK IN**

Correction

REMOVED PORT ACTUATOR AND INSTALLED NEW ONE - TEST FUNCTION - TEST GOOD.

**********Internal Work Order********** Stock No

Page: 1 Work Order No 14234 - JOHNSON GARY

Code	Tech	Description	Date		Total
I	21	INTERNAL LABOR RATE	8/15/16		80.00
I	34	WATER TUBE REPLACE	8/15/16		80.00
				Labor Sub Total	160.00

Tech Notes:

Date:_____ Technician:_____ Hours:_____

Job No 3 — Job Description

01423403

STORE PURCHASE

Payable By Customer

Part No	Make	Dept	Description	BIN	Date	Qty	Price Each	Total
081478112075	HEN	30	COTEE 1/4 OZ CHT 6PK	2004	8/15/16	1.00	2.65	2.65
028632171509	HEN	30	BERKLEY GSSHR3-PW GULP	2001	8/15/16	3.00	3.70	11.10
							Parts Sub Total	13.75

Tech Notes:

Date:_____ Technician:_____ Hours:_____

Job No 4 — Job Description

01423404

REPLACE WINCH AND WINCH STRAP

Correction

REPLACED WINCH AND STRAP - PUT ROPE THAT WAS HOLDING OLD WINCH IN BOAT

Payable By Customer

Part No	Make	Dept	Description	BIN	Date	Qty	Price Each	Total
T18010101	PAX	23	WINCH 1800 LB	610	8/15/16	1.00	88.46	88.46
WS25	PAX	23	ROD SAVER WINCH STRAP 2		8/15/16	1.00	15.63	15.63
							Parts Sub Total	104.09

Code	Tech	Description	Date		Total
R	34	RETAIL	8/15/16		62.50
				Labor Sub Total	62.50

Tech Notes:

Date:_____ Technician:_____ Hours:_____

Job No 5 — Job Description

01423405

INSTALL O2 SENSOR AND WATER CHECK TUBE

Correction

Bob Carpenter

INSTALLED O2 SENSOR - CRANKED ENGINE WITH COMPUTER HOOKED UP - NO CODES - CLEARED OLD CODES - FOUND MISFIRE AT CYL #4 - FUEL INJECTOR INOP AT IDLE - CUSTOMER CHOSE TO RUN RING FREE THROUGH ENGINE - PUT SECOND BOTTLE IN COMPARTMENT WITH BATT SWITCH

Payable By Customer

Code	Tech	Description	Date		Total
R	34	RETAIL	8/15/16		150.00
				Labor Sub Total	150.00

Tech Notes:

Date:_____ Technician:_____ Hours:_____

Job No 6 — Job Description

01423406

RETAIL PARTS FOR INTERNAL TRIM ACTUATOR JOB

Payable By Customer

Part No	Make	Dept	Description	BIN	Date	Qty	Price Each	Total

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76-1030	LAN	20	-LIFE CALK TUBE WHITE	804	8/15/16	1.00	18.87	18.87
985J	PAX	18	LOCK NUT 1/4-20 SS	206	8/15/16	1.00	0.20	0.20
						Parts Sub Total		19.07

Tech Notes:

Date: Technician: Hours:

Order Summary

Parts Total	503.78
Labor Total	497.50
Shop Supplies	27.00
Sales Tax	31.85
Grand Total	1,060.13
Internal Paid By Dealer	160.00
Amount Due By Customer	900.13

Pd by Cust

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BUTLER MARINE, INC.
70 SEA ISLAND PARKWAY
BEAUFORT, SC 29907

Statement

Date
11/30/2016

To:

GARY JOHNSON
60 BRAMS POINT ROAD
HILTON HEAD ISLAND, SC 29926-2003

Amount Due	Amount Enc.
$186.12	

Date	Transaction	Amount	Balance
10/31/2016	Balance forward		513.43
11/22/2016	PMT #CH. Paid by Gary —	-327.31	186.12

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	0.00	0.00	0.00	186.12	$186.12

(843) 522-9461
FAX (843) 522-3526

Pd by BF
CK 1910

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INVOICE



WHIZ MARINE SERVICE LLC

Reg. No: 47-4963446
100 Lakeview Drive
Suite 312
Fort Lauderdale
FL - 33326
Phone: (954)300-4075
Mobile: (954)292-9931
Service@whizmarineelectric.com

Invoice #	481
Date	Jan 19, 2017
Due Date	Jan 19, 2017

Invoice To:
Gary Johnson
Gary Johnson

Pd by check
1/19/2017
$841.10 Excludes

Pay Now

Tasks	Hours	Rate	Amount
Radio installation - Cut out slot for radio, installed radio and Bluetooth device BT-100, repaired wiring issues related to source power. Test radio and Bluetooth device for proper operation.	2.00	$75.00	$150.00
MFD installation - Removed Garmin from existing location, cut out slot for mfd above head unit, ran transducer cable and power cable up to overhead unit. Rewired power cable, added heat shrink ring terminals and butt connectors. Installed mfd test for proper operation, still need to test transducer.	2.50	$75.00	$187.50
VHF radio install - Removed existing vhf bracket mount. Installed new bracket mount, installed and wired vhf radio. Repaired source power issue.	1.50	$75.00	$112.50
Repair short in overhead electrical switch panel - Short in overhead lights. Cut existing butt connectors and replaced with heat shrink connectors replaced accessory switch, short discovered in spreader light circuit.	1.50	$75.00	$112.50
anchor light installation - 1/19/17 Remove existing anchor light, wire new anchor light, drill new screw holes, install light, light not lighting due to short circuit, found anchor light tied into ground wire. Test light, operational.	2.00	$75.00	$150.00
Navigation light installation - 1/19/17 Short circuit in nav light circuit, found wire tied to ground, removed short, replaced nav light, drilled screw holes nav light installed, moved light wire connector to proper pin on switch to operate at all times when in on position.	2.00	$75.00	$150.00
Stereo antenna installation - 1/19/17 Drilled hole on Tee-top, ran wire and antenna through hole, locked antenna onto hole, test radio for reception.	1.00	$75.00	$75.00
find open in bilge manual mode circuit - 1/20/17 Repaired open in bilge curcuit. Repaired secondary bilge wiring.	1.50	$75.00	$112.50

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Repair horn circuit wiring - 1/20/17 Removed and replaced wiring for horn.	1.00	$75.00	$75.00
replace batteries - 1/20/17 Replaced existing batteries with new batteries	0.50	$75.00	$37.50
fuel sending unit check - 1/20/17 Replaced connectors on sending unit, ohm check shows 1.5 meg ohms	0.75	$75.00	$56.25
Repair overhead wiring - 1/20/17 Removed 16g source and ground wiring to overhead panel, added 12g wiring.	1.00	$75.00	$75.00
Repair trailer light wiring - 1/20/17 Repaired wiring on trailer, found blown 20amp fuse on pickup	1.00	$75.00	$75.00
fuel gauge service - 1/21/17 Extend fuel gauge wire, repair ground disconnect, removed Honda gauge clean contacts, test gauge for operation, gauge not operating. Temporarily install fuel gauge, fuel shows 1/2 tank of	1.50	$75.00	$112.50
install outlets - 1/21/17 Replace and installed 9 outlets NOT CULPABLE	1.50	$35.00	- $52.50
Tv service - 1/21/17 On suite 48 Trying to Resolving tv reception. NOT CULPABLE	2.00	$75.00	- $150.00
tap genset heat - 1/21/157 Tapped heat exchange mount. 1/4 NOT CULPABLES	2.00	$75.00	- $150.00
Products	**Quantity**	**Unit Price**	**Amount**
14mm tap kit	1.00	$45.00	- $45.00
illuminated switch	1.00	$13.00	- $13.00
fuel for travel	5.00	$24.00	- $120.00
materials - Terminal block, LED lights	1.00	$24.00	$24.00

Terms and Conditions
All work performed carry a 30 day warranty.
Unpaid invoices are subject to mechanics lien.

Notes
Thank you for your business!
We accept all major credit cards.

Sub Total:	**$1,570.75**
Discount - 20.00 %:	$-314.15
Total USD:	**$1,256.60**
Amount Paid USD:	**$-0.00**
Amount Due USD:	**$1,256.60**

Henry J Garcia
Manager

Remove the boat with all new electronics Pd by Gary

1,256.60
- 410.50
Excludes $846.10

ELECTRONICALLY FILED - 2023 Feb 09 4:13 PM - BEAUFORT - COMMON PLEAS - CASE#2022CP0702454

From: AOL gjohnson1@aol.com
Subject: Re: Your Boats.net Order (10-5280)
Date: May 17, 2018 at 7:10:26 AM
To: orders@support.boats.net

Good morning,

Can you tell me why it's going to take five days to ship this to Hilton head 200 miles away? It's usually a one day shipping from your company to me. Is there anything you can do to speed this up? I should have this package today or tomorrow? Not Saturday

Sent from my iPhone

On May 17, 2018, at 4:30 AM, orders@support.boats.net wrote:

Boats.Net The Alternative to Retail Prices

Dear Gary,

Thank you for your recent order at Boats.net! Your order summary is below.

Your order has shipped.

Shipments:

Shipped Wednesday, May 16, 2018 1Z1YF720YW19410863

Order #: 10-5280
Date Ordered: 05/14/2018
Payment Method: AMEX
UPSSPP

Shipping To:
60 Brams Point Road
Hilton Head, SC 29926, United States

Order Details	Ordered	Shipped	Ext. Price
06400-ZY3-000 KIT,WATER PUMP HS (American Honda) $47.86	1	1	$47.86
Shipped Wednesday, May 16, 2018 1Z1YF720YW19410863			

24343-ZW1-B02 HOLDER, SHIFT ROD (American Honda) $10.70 Shipped Wednesday, May 16, 2018 1Z1YF720YW19410863	1	1	$10.70
40210-ZY3-610 BUSH, VERTICAL SHAFT (American Honda) $21.00 Shipped Wednesday, May 16, 2018 1Z1YF720YW19410863	3	3	$63.00
41109-ZW1-B00 METAL, ANODE (American Honda) $12.06 Shipped Wednesday, May 16, 2018 1Z1YF720YW19410863	2	2	$24.12
90756-ZV5-000 PIN, DOWEL (6X10) (American Honda) $1.72 Shipped Wednesday, May 16, 2018 1Z1YF720YW19410863	2	2	$3.44
91151-ZY3-003 ROLLER (4X13.8) (American Honda) $1.41 Shipped Wednesday, May 16, 2018 1Z1YF720YW19410863	2	2	$2.82
91252-ZY3-003 SEAL (30X45X7) (American Honda) $4.43 Shipped Wednesday, May 16, 2018 1Z1YF720YW19410863	4	4	$17.72
91358-ZY3-003 O-RING (American Honda) $4.91 Shipped Wednesday, May 16, 2018 1Z1YF720YW19410863	1	1	$4.91
91359-ZY3-003 O-RING (69.1X2.4) (American Honda) $4.91 Shipped Wednesday, May 16, 2018 1Z1YF720YW19410863	1	1	$4.91
91551-ZY3-000 COLLAR, DISTANCE (American Honda) $1.41 Shipped Wednesday, May 16, 2018 1Z1YF720YW19410863	1	1	$1.41
		Subtotal:	$180.89
		Shipping & Handling:	$0.00
		Tax:	$0.00
		Order Total:	$180.89

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Order Details

View Original Order (/account/order/MTEzNTY)

Your order details are below.

Shipments

Shipped: Monday, May 21, 2018 (http://wwwapps.ups.com/etracking/tracking.cgi?tracknums_displayed=1&TypeOfInquiryNumber=T&HTMLVersion=4.0&InquiryNumber1=1ZY763771351421942) · UPS Next Day Air Saver · Tracking ID: 1ZY763771351421942 (http://wwwapps.ups.com/etracking/tracking.cgi?tracknums_displayed=1&TypeOfInquiryNumber=T&HTMLVersion=4.0&InquiryNumber1=1ZY763771351421942)

Track Shipment → (http://wwwapps.ups.com/etracking/tracking.cgi?tracknums_displayed=1&TypeOfInquiryNumber=T&HTMLVersion=4.0&InquiryNumber1=1ZY763771351421942)

Order #: **10-11356**

Order Status: Shipped
Date Ordered: 05/19/2018
Payment Method: AMEX

Shipping Address

Johnson, Gary
60 Brams Point Road
Hilton Head, SC 29926 US

Order Items

	Ordered	Shipped	Total Price
91251-ZY3-003 - SEAL (26X42X7)	1	1	$4.43

Subtotal:	$4.43
Shipping & Handling:	$9.95
Tax:	$0.00
Total:	$14.38

View Original Order (/account/order/MTEzNTY)

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Details (/info/government-sales)

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CHAT NOW

Order Details

View Original Order (/account/order/MTQ3NzA5)

Your order details are below.

Shipments

Shipped: Thursday, October 25, 2018 (http://wwwapps.ups.com/etracking/tracking.cgi?tracknums_displayed=1&TypeOfInquiryNumber=T&HTMLVersion=4.0&InquiryNumber1=1Z1YF720YN21269109) · UPS SurePost Less than 1 lb · Tracking ID: 1Z1YF720YN21269109 (http://wwwapps.ups.com/etracking/tracking.cgi?tracknums_displayed=1&TypeOfInquiryNumber=T&HTMLVersion=4.0&InquiryNumber1=1Z1YF720YN21269109)

Track Shipment → (http://wwwapps.ups.com/etracking/tracking.cgi?tracknums_displayed=1&TypeOfInquiryNumber=T&HTMLVersion=4.0&InquiryNumber1=1Z1YF720YN21269109)

Order #: **10-147709**

Order Status: Shipped
Date Ordered: 10/24/2018
Payment Method: AMEX

Shipping Address

Johnson, Gary
60 Brams Point Road
Hilton Head, SC 29926 US

Order Items

	Ordered	Shipped	Total Price
91301-ZY3-003 - O-RING (66.4X3.1)	2	2	$11.78

Subtotal: $11.78
Shipping & Handling: $7.95
Tax: $0.90
Total: $19.23

View Original Order (/account/order/MTQ3NzA5)

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Lowest Prices
Find a lower price and we'll match.
(/info/price-match)

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Over 5 million orders shipped!
(/info/about-us)

FREE Shipping
* Restrictions apply. Click here for details (/info/shipping#free-shipping)

Commercial Discounts

Special discounts for companies in the marine industry

CHAT NOW

ELECTRONICALLY FILED - 2023 Feb 09 4:13 PM - BEAUFORT - COMMON PLEAS - CASE#2022CP7702454

Order Details

View Original Order (/account/order/MTQ2Nik3)

Your order details are below.

Shipments

Shipped: Tuesday, October 23, 2018 (http://wwwapps.ups.com/etracking/tracking.cgi?tracknums_displayed=1&TypeOfInquiryNumber=T&HTMLVersion=4.0&InquiryNumber1=1ZY763771351633437) · UPS Next Day Air Saver · Tracking ID: 1ZY763771351633437 (http://wwwapps.ups.com/etracking/tracking.cgi?tracknums_displayed=1&TypeOfInquiryNumber=T&HTMLVersion=4.0&InquiryNumber1=1ZY763771351633437)

Track Shipment → (http://wwwapps.ups.com/etracking/tracking.cgi?tracknums_displayed=1&TypeOfInquiryNumber=T&HTMLVersion=4.0&InquiryNumber1=1ZY763771351633437)

Order #: **10-146697**

Order Status: Shipped
Date Ordered: 10/23/2018
Payment Method: AMEX

Shipping Address

Johnson, Gary
60 Brams Point Road
Hilton Head, SC 29926 US

Order Items

	Ordered	Shipped	Total Price
90019-ZW9-000 - BOLT, FLANGE (6X35)	3	3	$5.07
91356-SD4-952 - O-RING (31.5X2.4)	4	4	$9.64

Subtotal: $14.71
Shipping & Handling: $9.95
Tax: $0.00
Total: $24.66

View Original Order (/account/order/MTQ2Nik3)

ELECTRONICALLY FILED - 2023 Feb 09 4:13 PM - BEAUFORT - COMMON PLEAS - CASE#2022CP0700454

Why Boats.net?

Lowest Prices
Find a lower price and we'll match.
(/info/price-match)

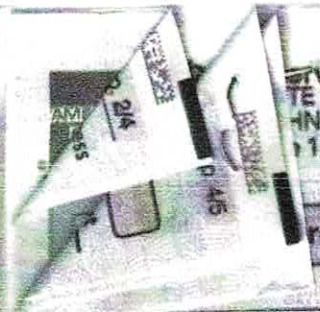
Elite Distributor
Over 5 million orders shipped!
(/info/about-us)

FREE Shipping
* Restrictions apply. Click here for details (/info/shipping#free-shipping)

Commercial Discounts

Special discounts for companies in the marine industry

CHAT NOW



...ve for Business Credit Card
...TE INVESTME
...HNSON
...11/06/18

DELTA

Account Ending 7-94004

...redits

	Total
Payments	-$2,121.11
Credits	-$32.76
Total Payments and Credits	-$2,153.87

Evergreens #133.29
60 @ 307.93
48 @ ocean yacht 8

Detail

*Indicates posting date

Payments

		Amount
10/22/18*	AUTOPAY PAYMENT RECEIVED - THANK YOU BANK OF AMERICA, NA	-$2,121.11

Credits

		Amount
11/02/18	PAYPAL *HOMEIMPROVE 4029357733 TN 4029357733	-$32.76

00142223

New Charges

Summary

	Total
Total New Charges	$1,836.08

Detail

GARY C JOHNSON
Card Ending 7-94004

				Amount
10/08/18	WAL-MART SUPERCENTER 728 0728 DISCOUNT STORE	HILTON HEAD ISLAND	SC	$53.81
10/10/18	P2 MARINE 0276 410-643-1081	STEVENVILLE	MD	$277.50
10/11/18	USPS PO 4505200659 001354344 8002758777	BEAUFORT	SC	$11.42
10/11/18	BEST BUY 888-BESTBUY	BLUFFTON	SC	$130.89
10/13/18	WEST MARINE 00001 BOAT DEALER	HILTON ISLAND	SC	$77.85
10/16/18	ROY NEWSOME ENTERPRISES 46168200049675 CAROL1277@HOTMAIL.COM	SAVANNAH	GA	$620.07
10/22/18	ATLANTIC UNDERWATER 899000003219035 LJM1010@COMCAST.NET	PALM BCH GDNS	FL	$100.00
10/23/18	ELA'S BLU WATER GRILLE 0051 843-785-3030	HILTON HEAD	SC	$66.00
10/23/18	BOATS NET CALL CNTR 8774081587	8774081587	GA	$88.90
10/24/18	BOATS.NET 0258 863-465-6669	LAKE PLACID	FL	$24.66
10/25/18	BOATS.NET 0258 863-465-6669	LAKE PLACID	FL	$19.73
10/26/18	PAYPAL *HOMEIMPROVE 4029357733	4029357733	TN	$32.76
10/29/18	P2 MARINE 0276 410-643-1081	STEVENVILLE	MD	$148.70

P 60 Brams
R 48 Ocean
P 60 Brams
P 60 Brams
R 48 Ocean
P R Evergreens
Trailer Parts
P 48 ocean
P Dinning
R Evergreens
Honda
R evergreen
Honda
R evergreens
Honda
60 Brams
P evergreen 48 ocean

Continued on reverse

ELECTRONICALLY FILED - 2023 Feb 09 4:13 PM - BEAUFORT - COMMON PLEAS - CASE#2022CP0702454

ELECTRONICALLY FILED - 2023 Feb 09 4:13 PM - BEAUFORT - COMMON PLEAS CASE#2022CP0702454

				Amount
	SHELL OIL 57543663108 AUTO FUEL DISPENSER	RIVIERA BEACH	FL	$80.00
	BOBBY SOLES PROPELLER 084870020474865 ALLISON.PEREIRA@BOBBYSOLE	WEST PALM BEA	FL	$87.48
/18/18	WALGREENS 8002892273	OKATIE	SC	$20.85
04/18/18	PUBLIX 8636881188	HARDEEVILLE	SC	$12.95
04/19/18	COLUMBIA SPORTSWEAR CO 503-985-4000	BLUFFTON	SC	$42.32
04/19/18	BR FACTORY US 6275 FAMILY CLOTHING	BLUFFTON	SC	$21.96
05/03/18	PUBLIX 8438422632	HILTON HEAD ISLAND	SC	$36.94
05/04/18	SMITH TURF & IRRIGATION L 000000001 5/4/2018 299263	HILTON HEAD	SC	$44.66
05/05/18	BOATS.NET 0258 863-465-6669	LAKE PLACID	FL	$310.77
05/07/18	LOWE'S 843-837-8887	BLUFFTON	SC	$29.08

Fees

		Amount
05/07/18	ANNUAL MEMBERSHIP FEE	$450.00
Total Fees for this Period		**$450.00**

Interest Charged

	Amount
Total Interest Charged for this Period	**$0.00**

About Trailing Interest

You may see interest on your next statement even if you pay the new balance in full and on time and make no new charges. This is called "trailing interest." Trailing interest is the interest charged when, for example, you didn't pay your previous balance in full. When that happens we charge interest from the first day of the billing period until we receive your payment in full. You can avoid paying interest on purchases by paying your balance in full and on time each month. Please see the "When we charge interest" sub-section in your Cardmember Agreement for details.

2018 Fees and Interest Totals Year-to-Date

	Amount
Total Fees in 2018	$450.00
Total Interest in 2018	$0.00

Repairs 60 83.74
Repairs 48 310.77
Everglades 506.04 - 80.58 = 425.46 Boats.Net

See Page 13 for important information regarding benefits underwritten by AMEX Assurance Company.

We will debit your bank account for your payment of $1,821.14 on 06/21/18. This date may not be the same date your bank will debit your bank account. Any inquiry to American Express concerning this debit should be made before 06/19/18. If your AutoPay payment is less than your Minimum Payment Due, we must receive an additional payment for at least the difference by 07/01/18.

002354 28

Payments and Credits

Summary

	Total
Payments	-$2,008.35
Credits	-$413.38
Total Payments and Credits	-$2,421.73

Detail

*Indicates posting date

Payments

		Amount
05/22/18*	AUTOPAY PAYMENT RECEIVED - THANK YOU BANK OF AMERICA, NA	-$2,008.35

Credits

			Amount
05/11/18	BOATS.NET 0258 LAKE PLACID FL 863-465-6669	R Everglades	-$80.58
05/17/18	SIRIUS XM RADIO INC. 888-635-5144 NY CABLE & PAY TV	R 480 ocean	-$332.80

New Charges

Summary

	Total
Total New Charges	$1,821.14

Detail

GARY C JOHNSON
Card Ending 7-94004

					Amount
05/07/18	Amazon Prime SHIPPINGCLUB	Amazon.com	WA	P	$13.77
05/12/18	SIRIUS XM RADIO INC. RADIO SERVICE	888-635-5144	NY	P	$20.19
05/15/18	BOATS.NET 0258 863-465-6669	LAKE PLACID	FL	R 480 ocean	$180.89
05/15/18	THE HOME DEPOT 800-654-0688	BLUFFTON	SC	R 20 Bridas	$237.00
05/19/18	WEST MARINE 00001 BOAT DEALER	HILTON ISLAND	SC	R 49 ocean	$12.17
05/20/18	BOATS.NET 0258 863-465-6669	LAKE PLACID	FL	R 480 ocean	$14.38

Everglades

ELECTRONICALLY FILED - 2023 Feb 09 4:13 PM - BEAUFORT - COMMON PLEAS - CASE#2022CP0702454

MASTERCARD Method: Chip

Amount: $ 78.54
Tax: $ 6.85
Total: $ 85.39

10/24/2018 9:51 AM Sales Receipt #24598
Store: 1 Workstation: 2

ROY NEWSOME ENTERPRISES, INC.
3928 OGEECHEE ROAD
SAVANNAH, GEORGIA 31405
(912) 232-1689
www.tramptrailers.com

Bill To:
Roddy King
Cashier:

Item #	Qty	Price	Ext Price
2229	4	$4.95	$19.80 T
Axle Tie Plate 4 x 4			
1303	8	$5.95	$47.60 T
Square U-Bolt 2x5-1/2x1/2 Galv			
3047	16	$0.95	$15.20 T
1/2" Galvanized Nuts			
3046	16	$0.95	$15.20 T
1/2" Lock Washer Galv			

Subtotal: $97.80
Local Sales Tax 7 % Tax + $6.85
RECEIPT TOTAL: $104.65

Account: $19.26

Pd Roddy Cash
NOTOW expense
Report
Vote 1 Paid Labor

Signature _____
I agree to pay above amount according to card issuer agreement (merchant agreement if credit voucher).

Credit Card: $85.39
MasterCard Expiry Date: XX/XX

Previous Account Balance: ($19.26)
Account Balance: $0.00

15% Restocking Fee on ALL Return Items
No Returns without Authorization
BSOLUTELY NO REFUNDS
Thanks For Shopping with Us!

24598

2:53 PM Sales Receipt #24514
Workstation: 2

EWSOME ENTERPRISES, INC.
3928 OGEECHEE ROAD
SAVANNAH, GEORGIA 31405
(912) 232-1689
www.tramptrailers.com

nier:

em #	Qty	Price	Ext Price
3808	4	$52.95	$211.80 T
Double Eye 4 Leaf Spring 25.25"			
1280	8	$5.95	$47.60 T
Square U-Bolt 3x4-1/4x1/2 Galv			
3046	16	$0.95	$15.20 T
1/2" Lock Washer Galv			
3047	16	$0.95	$15.20 T
1/2" Galvanized Nuts			
1360	14	$1.95	$27.30 T
Shackle Bolt 9/16-18x3 Black			
4186	14	$1.95	$27.30 T
9/16 Nylock Nut			
2955	2	$18.95	$37.90 T
Spring Equalizer 6 1/8" Galv			
3018	8	$3.95	$31.60 T
Shackle Strap 3.75" (OD) Galv			
6149	8	$14.95	$119.60 T
Vertical Bunk Brackets 5x6 Alum			
3320	8	$2.95	$23.60 T
HEX CAP SCREW GR-8 ZINC			
3316	8	$0.35	$2.80 T
USS FLATWASHER GR-8			
4202	8	$0.50	$4.00 T
3/4 LOCK WASHER			
5303	8	$1.95	$15.60 T
HEX NUT 5/8 GOLD			

Subtotal: $579.50
Local Sales Tax 7 % Tax + $40.57
RECEIPT TOTAL: $620.07

Credit Card: $620.07
American Express Expiry Date: XX/XX

15% Restocking Fee on ALL Return Items
No Returns without Authorization
ABSO! UTELY NO REFUNDS
Thanks For Shopping with Us!

24514

PD by Check Bank

620.07
104.65
724.72

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ELECTRONICALLY FILED - 2023 Feb 09 4:13 PM - BEAUFORT - COMMON PLEAS - CASE#2021CP0701454

BROAD CREEK MARINA OPERATIONS, LLC

P.O. BOX 21584
HILTON HEAD ISLAND, SC 29925

Invoice

Date	Invoice #
7/8/2021	34742

Bill To
Gary Johnson

P.O. No.	Terms	Project

Quantity	Description	U/M	Rate	Amount
21	Bottom Painting		50.00	1,050.00
1	Blue Sea Battery Switch		56.00	56.00T
4	Feet #4 battery wire		4.00	16.00T
2	#4 battery lugs		4.50	9.00T
1	Heat Shrink		3.50	3.50T
12	Pieces of stainless		0.75	9.00T
8	Zip Ties		0.50	4.00T
1	Shop Supplies		25.00	25.00T
4	Mechanic Labor - Mike G		130.00	520.00
	SC Sales Tax		7.00%	38.58

pd by Gary Reimbursed by IF
pd ck #4468 7/16/21 CLRD
CARD ~~2286~~ 7/19/21
REIMB BY IF #2289 7/27/21

CLean & Painted Bottom so the boat could be Shipped to Diamond Marine for New motor & Repairs

Total	$1,701.08

ELECTRONICALLY FILED - 2023 Feb 09 4:13 PM - BEAUFORT - COMMON PLEAS - CASE#2022CP0702454

MESSEX ONE STOP SERVICE, INC.
P.O. BOX 1991
BLUFFTON, SC. 29910
Phone: 843-757-2010 Fax: 843-757-6101

INVOICE
106415

Printed Date: 09/21/2021 **Work Completed: 09/21/2021**

2021 TRAILER -
Lic # :
VIN# :

Odometer In : 1

Qty	Sale	Ext	Labor Description	Ext
1.00	9.95	9.95	WHEEL FOR JACK-CHECK OVER	
			CHECK OVER, REPLACED WHEEL ON JACK	120.00
18.00	1.00	18.00	Could not locate parts to Repair Sent To Savannah Gate Repairs	
		5.40		

CREDIT CARD
Sale
Exp: XX/XX
Entry Method: Contact
Total: $ 155.68
09/21/21 10:46:04
Appr Code: 841597
Approved Online Batch#: 006512

Pd 9/21/21
Amx by Mary
$ 155.68

Org. Estimate 155.68 Revisions 0.00 Current Estimate 155.68

Labor:	120.00
Parts:	33.35
SubTotal:	153.35
Tax:	2.33
Total:	155.68
Bal Due:	$155.68

[Payments -]

M-F 7-6, SAT. 8-1 / C-STORE DAILY 6AM-8PM

Vehicle Received: 9/21/2021

Customer Number : 7145

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the car or truck herein described on street, highways or elsewhere for the purpose to testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs thereto. Warranty on parts and labor is one years or 12,000 miles whichever comes first. Warranty work has to be performed in our shop & cannot exceed the original cost of repair.

Signature _____ Date _____

Email Address: ***messex@hargray.com***

Copyright (c) 2021 Mitchell Repair Information Company, LLC invhrs 5.12.21kr

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ELECTRONICALLY FILED - 2023 Feb 09 4:13 PM - BEAUFORT - COMMON PLEAS - CASE#2022CP0702454

uShip

gary J.

MY SHIPMENTS

SHIP

ACCOUNT

INBOX

PAYMENTS

SETTINGS

HELP

SIGN OUT

21-foot center console with a T-top

DELIVERED ID #514345208

TRACKING TRACK SHIPMENT

PICKUP

B&B Trailers111 Kicklighter Way
Garden City, Ga 31408
Thunderbolt, GA 31410
United States
Business (without loading dock or forklift)

B&B Trailers
912-966-5054
843-816-3175

DELIVERY

911 Dixie Hywy
New Smyrna Beach, FL 32168
United States
Business (without loading dock or forklift)

Diamond Motors and ma
3868662991
3866903354
gmeiring@diamondnsb.c

SERVICE PROVIDER

Lillybug Enterprises

PAYMENT

QUOTE AMOUNT	$500.00
SERVICE CHARGE	$50.00
TOTAL PAID	**$550.00**
PAYMENT METHOD	****4004

Pd by Gary Amex

Pd $50 Down
2nd ⇒ 450 Back
$1,000.00

HOW PAYMENT WORKS

1. Pay in full at booking
2. Communicate pickup and delivery details with your service provider
3. At delivery, **Release Payment** to the service provider

Learn More

WHEN DO I USE THE PAYMENT CODE?

If you need it, grab your code from the uShip inbox or the booking confirmation email

Don't share the code until the delivery has been confirmed

Learn More

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ELECTRONICALLY FILED - 2023 Feb 09 4:13 PM - BEAUFORT - COMMON PLEAS - CASE#2022CP0702454

DIAMOND MOTORS AND MARINE

MARINE RETAIL BUYER'S ORDER

911 N. Dixie Freeway New Smyrna Beach,FL 32168
(386) 424-9000 FAX (386) 424-5633

Cust. No.
Date:12/14/2021
SALESPERSON NAME: Grant Meiring

Buyer: Gary C Johnson D.O.B: LIC.#
Co-Buyer: D.O.B. LIC.#
Phone: 843-816-3175 gjohnson1@aol.com
Address: 60 Brams Point Rd, Hilton Head Island SC 29926

hereby agrees to purchase from DIAMOND MOTORS hereinafter referred to as Seller, subject to all terms, conditions and agreements contained herein, the following: ☐ NEW ☐ USED

YEAR	MAKE	MODEL	SERIAL or VIN.#
2022	Suzuki	DF200ATXW4	
YEAR	MAKE	MODEL	SERIAL or VIN.#
YEAR	MAKE	MODEL	SERIAL or VIN.#

PL AMK 12/14/21 GMJ

Diamond Marine Price	**$17,880.00**	Special Requests		
Full Rig with Parts and Labor, Controls				
Propeller, And Tachometer				
Total Sales Price	**$17,880.00**			
Trade In Allowance	**$**			
Sub Total	**$**	DESCRIPTION OF TRADE-IN IF APPLICALABLE **†Trade allowance quoted subject to mechanical inspection**		
Florida Sales Tax/ Volusia County Tax	**$1,097.80**			
License, Title & Reg/ Fl. Doc Stamp	**$**	YEAR	MAKE	MODEL
Amount Total	**$18,977.80**	SERIAL OR VIN.#		
DEPOSIT Received	**$**	YEAR	MAKE	MODEL
Balance Due	**$**	SERIAL OR VIN.#		

DISCLAIMER OF WARRANTIES

NEW or Used OUTBOARD MOTOR: All warranties on this new outboard motor are those offered by the manufacturer. The seller hereby expressly disclaims all warranties either expressed or implied including any implied warranty of Merchantability or FITNESS FOR PARTICULAR PURPOSE and the Seller neither assumes nor authorizes any person to assume for it any liability in connection with the sale of the outboard motor, boat or boat trailer. This disclaimer by the Seller in no way affects the terms of the Manufacturer's warranty. Buyer shall not be entitled to recover from the Selling Dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits or income or any other incidental damages.
Purchaser hereby acknowledges that he/she has read and understands the above and that Seller has made available to him/her prior to the purchase, the factory warranty which purchaser understands constitutes all of the warranties with respect to the sale of this new outboard motor, boat or boat trailer.
USED OUTBOARD MOTOR: In the event that the outboard motor being purchased is a used outboard motor, boat or boat trailer, Purchaser hereby acknowledges that the above disclaimer will also apply to said used outboard motor, boat or boat trailer, EXCEPT AS MAY BE EXPRESSED COMPLETELY IN WRITING BY THE SELLER ON SEPARATE INSTRUMENT DELIVERED TO THE PURCHASER. ALL USED OUTBOARD MOTORS, BOATS OR BOAT TRAILERS ARE SOLD "AS IS – WITH NO WARRANTY." Purchaser hereby acknowledges that Seller has made available to him/her and Purchaser had read any limited warranty delivered to him/her by separate instrument and that said limited warranty constitutes all of the warranties with respect to the sale of this used outboard motor, boat or boat trailer and that any implied warranty that may not be waived by law is limited to the duration of said limited warranty. Purchaser understands that any new or remaining Manufacture's warranties in used outboard motor, boat or boat trailer are not the responsibility of the Seller.

ADDITIONAL TERMS AND CONDITIONS

This Order shall not become binding upon either the Purchaser or the Seller until the outboard motor described above is physically delivered and Purchaser has received the Disclosures required under Federal Law, if applicable. In the case of a credit sale, the Seller shall not be obligated to sell until the finance source approves this Order and agrees to purchase a retail installment contract between the Purchaser and the Seller based on this Order.
The trade-in allowance shown in this Order is the amount that the Seller agrees to allow at the time the Purchaser accepts delivery and completes the Order. In the event of any disagreement over the value of the outboard motor, boat or boat trailer traded in, Seller will not be liable for any more than the wholesale market value as determined by the loan value of the outboard motor, boat or boat trailer as shown in the Black Book less the estimated cost of reconditioning same. The Purchaser agrees that all provisions stated hereon are part of this Order supersedes any prior agreement and is the complete and exclusive agreement on the subject matters covered by this Order. Further, Purchaser and Seller agree that no person is authorized to make any representations beyond those expressed in this Order. Verbal promises by salesman are not valid and any promises or understandings not herein specified in writing are hereby expressly waived by the Purchaser. The Purchaser warrants that he/she is of majority age and further warrants that all statements made by him/her are true and correct, and that the Seller may accept them as being true representations of existing facts. You certify that the above information is complete and accurate. You authorize an investigation of your credit and employment history and the release of information about your credit experience. Purchaser has read all the provisions of this Order including the Disclaimer of Warranties. Purchaser acknowledges that he/she has received a true copy of this Order and that the Order had been completely filled in and signed. If any legal action is brought regarding this outboard motor, boat or boat trailer or this transaction, venue and jurisdiction shall be exclusively in Volusia County, FL. The undersigned hereby knowingly, voluntarily, intentionally and irrevocably waives the right to a trial by jury in respect of any litigation based hereon or arising out of this agreement. †
This charge represents costs and profit to the Seller/Dealer for items such as preparation of documents, affidavits, notary service, temporary tag (if applicable), and all other handling services connected with the sale, financing, licensing and fitting of the outboard motor, boat or boat trailer.

*Fully Installed and/or Rigging to Include for single engine install: New Suzuki Throttle Control Box w/cables, Key switch w/ EMG Kill & harness, Multifunction Monitoring Tach w/harness, Prop, All labor to install & Water Test. -- Paired or triple install: New Suzuki Dual Throttle Control Box w/Power trim GR/cables, Key switches w/ EMG Kill & harness, Multifunction Monitoring Tach w/harness, Adapter harness's, Stainless Steel Tie bar w/brackets(if requ), Cable & Wiring Harness Tubes w/Thru Hull Collars (if applicable), Props, All labor to install & Water Test.

*All other equipment including Non-essential Gauges, battery cables, fuel lines, water separators, jack plates, steering parts and/or optional accessories are with additional charges and will be billed by the service dept. on separate service tickets per customer approval.

Storage Charges: No storage charges shall accrue to be due and payable for a period of 5 working days from the date you are notified that the work on your vessel has been completed. After that date, the daily charge for storage of your vessel will be $10.00.
Used/or take-off, or disposed of Motors not picked up or collected within 30 days from new motor delivery are considered abandoned and will be a wholesale unit and property of Diamond Motors and Marine
DEALER RETAINS ALL MANUFACTURERS REBATES

X _____ Date 12/15/21 Accepted By _____
Purchasers Acceptance of Aforementioned Notes Above

CAUTION – IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT

THIS ORDER NOT VALID UNLESS ACCEPTED BY AN AUTHORIZED OFFICER OF THE COMPANY.

DIAMOND MOTORS AND MARINE

MARINE RETAIL BUYER'S ORDER

911 N. Dixie Freeway New Smyrna Beach,FL 32168
(386) 424-9000 FAX (386) 424-5633

Cust. No.
Date: 12/14/2021
SALESPERSON NAME: Grant Meiring

Buyer: Gary C Johnson D.O.B: LIC.#
Co-Buyer: D.O.B. LIC.#
Phone: 843-816-3175 gjohnson1@aol.com
Address: 60 Brams Point Rd, Hilton Head Island SC 29926

pd by Greg AMT

hereby agrees to purchase from DIAMOND MOTORS hereinafter referred to as Seller, subject to all terms, conditions and agreements contained herein, the following: ☐ NEW ☐ USED

YEAR	MAKE	MODEL	SERIAL or VIN.#
2022	Suzuki	DF225TXW4	240214
YEAR	MAKE	MODEL	SERIAL or VIN.#
YEAR	MAKE	MODEL	SERIAL or VIN.#

Diamond Marine Price	**$17,880.00**	Special Requests	
Full Rig with Parts and Labor, Controls		Everglades	
Propeller, And Tachometer			
UPGRADE to 225	**$2,400.00**		
Total Sales Price	**$20,280.00**		
Trade In Allowance	**$**		
Sub Total	**$**	DESCRIPTION OF TRADE-IN IF APPLICALABLE	
Florida Sales Tax/ Volusia County Tax	**$1,241.80**	**†Trade allowance quoted subject to mechanical inspection**	
License, Title & Reg/ Fl. Doc Stamp	**$**	YEAR / MAKE / MODEL	
Amount Total	**$21,521.80**	SERIAL OR VIN.#	
DEPOSIT Received Pd 200 HP →	**$18,977.80**	YEAR / MAKE / MODEL	
Balance Due 225 HP	**$2,544.00**	SERIAL OR VIN.#	

DISCLAIMER OF WARRANTIES

NEW or Used OUTBOARD MOTOR: All warranties on this new outboard motor are those offered by the manufacturer. The seller hereby expressly disclaims all warranties either expressed or implied including any implied warranty of Merchantability or FITNESS FOR PARTICULAR PURPOSE and the Seller neither assumes nor authorizes any person to assume for it any liability in connection with the sale of the outboard motor, boat or boat trailer. This disclaimer by the Seller in no way affects the terms of the Manufacturer's warranty. Buyer shall not be entitled to recover from the Selling Dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits or income or any other incidental damages. Purchaser hereby acknowledges that he/she has read and understands the above and that Seller has made available to him/her prior to the purchase, the factory warranty which purchaser understands constitutes all of the warranties with respect to the sale of this new outboard motor, boat or boat trailer.

USED OUTBOARD MOTOR: In the event that the outboard motor being purchased is a used outboard motor, boat or boat trailer, Purchaser hereby acknowledges that the above disclaimer will also apply to said used outboard motor, boat or boat trailer, EXCEPT AS MAY BE EXPRESSED COMPLETELY IN WRITING BY THE SELLER ON SEPARATE INSTRUMENT DELIVERED TO THE PURCHASER. ALL USED OUTBOARD MOTORS, BOATS OR BOAT TRAILERS ARE SOLD "AS IS – WITH NO WARRANTY". Purchaser hereby acknowledges that Seller has made available to him/her and Purchaser had read any limited warranty delivered to him/her by separate instrument and that said limited warranty constitutes all of the warranties with respect to the sale of this used outboard motor, boat or boat trailer and that any implied warranty that may not be waived by law is limited to the duration of said limited warranty. Purchaser understands that any new or remaining Manufacture's warranties in used outboard motor, boat or boat trailer are not the responsibility of the Seller.

ADDITIONAL TERMS AND CONDITIONS

This Order shall not become binding upon either the Purchaser or the Seller until the outboard motor described above is physically delivered and Purchaser has received the Disclosures required under Federal Law, if applicable. In the case of a credit sale, the Seller shall not be obligated to sell until the finance source approves this Order and agrees to purchase a retail installment contract between the Purchaser and the Seller based on this Order. The trade-in allowance shown in this Order is the amount that the Seller agrees to allow at the time the Purchaser accepts delivery and completes the Order. In the event of any disagreement over the value of the outboard motor, boat or boat trailer traded in, Seller will not be liable for any more than the wholesale market value as determined by the loan value of the outboard motor, boat or boat trailer as shown in the Black Book less the estimated cost of reconditioning same. The Purchaser agrees that all provisions stated hereon are part of this Order supersedes any prior agreement and is the complete and exclusive agreement on the subject matters covered by this Order. Further, Purchaser and Seller agree that no person is authorized to make any representations beyond those expressed in this Order. Verbal promises by salesman are not valid and any promises or understandings not herein specified in writing are hereby expressly waived by the Purchaser. The Purchaser warrants that he/she is of majority age and further warrants that all statements made by him/her are true and correct, and that the Seller may accept them as being true representations of existing facts. You certify that the above information is complete and accurate. You authorize an investigation of your credit and employment history and the release of information about your credit experience. Purchaser has read all the provisions of this Order including the Disclaimer of Warranties. Purchaser acknowledges that he/she has received a true copy of this Order and that the Order had been completely filled in and signed. If any legal action is brought regarding this outboard motor, boat or boat trailer or this transaction, venue and jurisdiction shall lie exclusively in Volusia County, FL.. The undersigned herby knowingly, voluntarily, intentionally and irrevocably waives the right to a trial by jury in respect of any litigation based hereon or arising out of this agreement. † This charge represents costs and profit to the Seller/Dealer for items such as preparation of documents, affidavits, notary service, temporary tag (if applicable), and all other handling services connected with the sale, financing, licensing and fitting of the outboard motor, boat or boat trailer.

***Fully Installed and/or Rigging to include for single engine install: New Suzuki Throttle Control Box w/cables, Key switch w/ EMG Kill & harness, Multifunction Monitoring Tach w/harness, Prop, All labor to install & Water Test. – Paired or triple install: New Suzuki Dual Throttle Control Box w/Power trim-tilt/cables, Key switches w/ EMG Kill & harness, Multifunction Monitoring Tach w/harness, Adapter harness's, Stainless Steel Tie bar w/brackets(if reqd), Cable & Wiring Harness Tubes w/Thru Hull Collars (if applicable), Props, All labor to install & Water Test.**

***All other equipment including Non-essential Gauges, battery cables, fuel lines, water separators, jack plates, steering parts and/or optional accessories are with additional charges and will be billed by the service dept. on separate service tickets per customer approval.**

Storage Charges: No storage charges shall accrue to be due and payable for a period of 5 working days from the date you are notified that the work on your vessel has been completed. After that date, the daily charge for storage of your vessel will be $10.00.

Used/or take-off, or disposed of Motors not picked up or collected within 30 days from new motor delivery are considered abandoned and will be a wholesale unit and property of Diamond Motors and Marine

DEALER RETAINS ALL MANUFACTURERS REBATES

X _____ Date 6/3/22 Accepted By _____
Purchasers Acceptance of Aforementioned Notes Above

CAUTION – IT IS IMPORTANT THAT YOU THROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT

THIS ORDER NOT VALID UNLESS ACCEPTED BY AN AUTHORIZED OFFICER OF THE COMPANY.

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GARY C JOHNSON
60 BRAMS POINT RD

HILTON HEAD SC 29926

DIAMOND MOTORS AND MARINE
911 N. DIXIE FREEWAY · NEW SMYRNA BEACH, FL 32168
(386) 424-9000 FAX (386) 424-5633
STATE OF FLORIDA REGISTRATION # MV-40806

CUSTOMER COPY PAGE 1

DATE	YEAR	MAKE	MODEL	VIN	STK/CUS	MILES IN	MILES OUT	TAG
03/22/22	22	SUZUKI	DF225TXW4	22503F-240214	10953	1	1	

SERVICE DATE	NOTIFIED	SVC ADV	PROMISED DATE/TIME	LICENSE	RATE	PAYMENT	INV. DATE
	03/22/22	64	00:00			01	06/02/22

R.O. NUMBER	TAX ID	HOME PHONE	BUSINESS PHONE	
11726		843-816-3175		2

========== REPAIR LINE 001 ==========
CUSTOMER REQUESTS NEW STEERING CYL INSTALLED AND BLEED SYSTEM
Bill Code - C

LABOR	LABOR		50 M A	123.75
			Total Labor	123.75
YY	8033305	HYDR UFLE	1	802.39
			Total Parts	802.39
			Total Line	926.14

pd pxmk
Gm 1

========== REPAIR LINE 002 ==========
CUSTOMER REQUESTS NEW RIG TUBE
Bill Code - C

LABOR	LABOR		50 M A	49.50
			Total Labor	49.50
YY	RFH-2-DP	WHT RIG H	6	32.94
			Total Parts	32.94
			Total Line	82.44

========== REPAIR LINE 003 ==========
CUSTOMER REQUESTS NEW ANL BLOCK FOR BATTERY CONNECTIONS
Bill Code - C

LABOR	LABOR		50 M A	99.00
			Total Labor	99.00
YY	5005	FUSE BLOC	1	29.29
			Total Parts	29.29
			Total Line	128.29

========== REPAIR LINE 004 ==========
CUSTOMER REQUESTSNEW POS AND NEG BUS BARS
Bill Code - C

LABOR	LABOR		50 M A	198.00
			Total Labor	198.00
YY	2302	BUSS BAR	2	60.28
			Total Parts	60.28
			Total Line	258.28

========== REPAIR LINE 005 ==========
CUSTOMER REQUESTS NEW FUEL WATER FILTER AND FITTINGS WITH NEW FUEL LINE FRO FILTER TO

SHOP SUPPLIES AND HAZARDOUS WASTE CHARGES: This charge represents costs and profits to the motor vehicle repair facility for items such as miscellaneous shop supplies and/or waste disposal.

AUTO GUARANTEE: 12 MONTHS ON PARTS AND LABOR OR 12,000 MILES WHICHEVER OCCURS FIRST ON INSTALLED PARTS AND LABOR. DAMAGE OR ABUSE AFFECTING THESE REPAIRS VOIDS THIS WARRANTY. (A COPY OF THIS REPAIR ORDER INVOICE MUST BE PRESENTED)

MARINE GUARANTEE: 3 MONTHS ON PARTS AND LABOR ON INSTALLED PARTS AND LABOR. DAMAGE OR ABUSE AFFECTING THESE REPAIRS VOIDS THIS WARRANTY. (A COPY OF THIS REPAIR ORDER INVOICE MUST BE PRESENTED).

DISCLAIMER OF WARRANTIES: Any warranties of the products sold hereby are those made by the manufacturer. The Seller, DIAMOND MOTORS AND MARINE, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and DIAMOND MOTORS AND MARINE neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

STORAGE CHARGES: No storage charges shall accrue to be due and payable for a period of 5 working days from the date you are notified that the work on your vehicle has been completed. After that date, the daily charge for storage of your vehicle will be $10.00.

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LABOR AMOUNT	
PARTS AMOUNT	
MISC. SALES	
MATERIALS	
TOTAL CHARGE	
DEDUCTIBLE	
SALES TAX	
OTHER PAY	
CUSTOMER PAY	

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GARY C JOHNSON
60 BRAMS POINT RD

HILTON HEAD SC 29926

DIAMOND MOTORS AND MARINE
911 N. DIXIE FREEWAY · NEW SMYRNA BEACH, FL 32168
(386) 424-9000 FAX (386) 424-5633
STATE OF FLORIDA REGISTRATION # MV-40806

CUSTOMER COPY PAGE 2

DATE	YEAR	MAKE	MODEL	VIN	STK/CUS	MILES IN	MILES OUT	TAG
03/22/22	22	SUZUKI	DF225TXW4	22503F-240214	10953	1	1	

SERVICE DATE	NOTIFIED	SVC ADV	PROMISED DATE/TIME	LICENSE	RATE	PAYMENT	INV. DATE
	03/22/22	64	00:00			01	06/02/22

R.O. NUMBER	TAX ID	HOME PHONE	BUSINESS PHONE	
11726		843-816-3175		2

ENGINE
Bill Code - C

LABOR	LABOR		50 M A	99.00
			Total Labor	99.00
YY	2001351	3/8X1/4 9	2	9.98
YY	350-0386	3/8 FUEL	8	29.44
SZ	99105-20005-ASY	FUEL FILT	1	151.11
			Total Parts	190.53
			Total Line	289.53

========== REPAIR LINE 006 ==========
CUSTOMER REQUESTS NEW BATTERYS
Bill Code - C

LABOR	LABOR		50 M A	89.00
			Total Labor	89.00
YY	24M-XHD	24 CRANKI	2	279.98
			Total Parts	279.98

MISCELLANEOUS:
BATTERY DISPOSAL
Bill Code - C PO Number -

	3.00
Total Misc	3.00
Total Line	371.98

Payment Type - 01 CASH 2222.29

NEW MOTOR INSTALLED IN DECEMBER. DIAMOND SAID BATTERIES WERE TESTED & NEEDED REPLACEMENT.
STEERING HOSES NEW STEERING SYSTEM.
WATER IN FUEL TANK

LABOR AMOUNT	658.25
PARTS AMOUNT	1395.41
MISC. SALES	3.00
MATERIALS	30.00
TOTAL CHARGE	2086.66
DEDUCTIBLE	
SALES TAX	135.63
OTHER PAY	
CUSTOMER PAY	2222.29

SHOP SUPPLIES AND HAZARDOUS WASTE CHARGES: This charge represents costs and profits to the motor vehicle repair facility for items such as miscellaneous shop supplies and/or waste disposal.

AUTO GUARANTEE: 12 MONTHS ON PARTS AND LABOR OR 12,000 MILES WHICHEVER OCCURS FIRST ON INSTALLED PARTS AND LABOR. DAMAGE OR ABUSE AFFECTING THESE REPAIRS VOIDS THIS WARRANTY. (A COPY OF THIS REPAIR ORDER INVOICE MUST BE PRESENTED)

MARINE GUARANTEE: 3 MONTHS ON PARTS AND LABOR ON INSTALLED PARTS AND LABOR. DAMAGE OR ABUSE AFFECTING THESE REPAIRS VOIDS THIS WARRANTY. (A COPY OF THIS REPAIR ORDER INVOICE MUST BE PRESENTED).

DISCLAIMER OF WARRANTIES: Any warranties of the products sold hereby are those made by the manufacturer. The Seller, DIAMOND MOTORS AND MARINE, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and DIAMOND MOTORS AND MARINE neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

STORAGE CHARGES: No storage charges shall accrue to be due and payable for a period of 5 working days from the date you are notified that the work on your vehicle has been completed. After that date, the daily charge for storage of your vehicle will be $10.00.

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EXHIBIT B

ELECTRONICALLY FILED - 2021 Oct 26 12:18 PM - BEAUFORT - COMMON PLEAS - CASE#2021CP0701953
ELECTRONICALLY FILED - 2023 Feb 09 4:13 PM - BEAUFORT - COMMON PLEAS - CASE#2022CP0702454

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF BEAUFORT	)	CIVIL ACTION NO.: 2021-CP-07-____
BLUE BELL HOLDINGS, LLC,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	**SUMMONS**
	)	
GARY C. JOHNSON,	)	**(**Jury Trial Demanded**)**
	)	
Defendant.	)	
	)	

TO: DEFENDANT ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your answer to the said Complaint on the Plaintiff by and through its attorney(s), J. Ashley Twombley of TWENGE + TWOMBLEY LAW FIRM, 311 Carteret Street, Beaufort, SC 29902, within thirty (30) days after the service hereof, exclusive of the day of such service, and if you fail to answer the Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Complaint. Any answer that you serve on the parties in this action must be filed with the Clerk of Court within a reasonable period of time after service.

TWENGE + TWOMBLEY LAW FIRM

BY: s/J. Ashley Twombley
J. ASHLEY TWOMBLEY (S.C. Bar #72916)
311 Carteret Street
Beaufort, SC 29902
(843) 982-0100
twombley@twlawfirm.com
Attorney for Plaintiff

Beaufort, South Carolina
October 26, 2021

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF BEAUFORT	)	CIVIL ACTION NO.: 2021-CP-07-____
BLUE BELL HOLDINGS, LLC,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	**COMPLAINT**
	)	
GARY C. JOHNSON,	)	**(**Jury Trial Demanded**)**
	)	
Defendant.	)	
	)	

TO: DEFENDANT ABOVE NAMED:

Blue Bell Holdings, LLC, hereinafter "Plaintiff," complaining of Gary C. Johnson, hereinafter "Defendant" or "Johnson" alleges as follows:

PARTIES, JURISDICTION, AND VENUE

1. Plaintiff is a limited liability company organized and existing pursuant to the laws of South Carolina with its principal place of business in Beaufort County, South Carolina.

2. Defendant is a citizen and resident of Beaufort County, South Carolina.

3. The acts and omissions complained of herein occurred in Beaufort, South Carolina.

4. Jurisdiction and venue in this Court are proper.

FACTUAL ALLEGATIONS

5. Plaintiff and Defendant each own a 50% interest in two (2) limited liability companies: 30 Haul Away, LLC and Island Funding, LLC. Each are South Carolina limited liability companies that were formed for the purpose of acquiring distressed real property and managing the properties for future sale at a profit.

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6. Plaintiff (or its predecessor in interest) and Defendant formally owned a 50% interest in a third LLC, 6 Shelley Court, LLC. It too was formed for the purpose of acquiring distressed real property and managing the properties for future sale at a profit.

7. 30 Haul Away LLC, Island Funding LLC, and 6 Shelley Court LLC (hereinafter "the LLCs") were formed on May 21, 2009, November 16, 2012, and December 11, 2009, respectively.

8. The operating agreements for the LLCs were entered into on or around the date of formation, and the LLCs are governed by their respective operating agreements and by the South Carolina Limited Liability Company Act found at S.C. Code § 33-44-101 to § 33-44-1208.

9. The operating agreements all provide that by signing them, each member represents and warrants that the execution, delivery, and performance under the operating agreement does not "conflict with any other agreement or arrangement to which that Member is a party or by which it is bound."

10. South Carolina Code § 33-44-409 spells out the fiduciary duties that are imposed on the members (in a member-run LLC), including the duties of care and loyalty, which are not and cannot be eliminated by contrary provisions in an operating agreement.

11. After the LLCs were formed, Defendant Johnson provided the day-to-day management of the LLCs, including but not limited to:

a. managing the LLCs bank accounts and company books;

b. selecting real properties to be purchased by the LLCs;

c. making management decisions related to the properties purchased;

d. selling properties for a profit;

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e. working with the LLCs' accountant to report financial transactions related to the LLCs and have tax returns prepared for the LLCs; and

f. distributing profits to the members.

12. Johnson was obligated to perform these activities in accordance with the terms of the operating agreements, South Carolina law, and in accordance with fiduciary duties owed.

Shoreline Funding, LLC and the Johnson Halpern Partnership

13. Plaintiff has recently discovered that, while managing the LLCs, Johnson breached the terms of the applicable operating agreements, breached S. C. Code § 33-44-409, and breached his fiduciary duties to Plaintiff in at least the following particulars:

- secretly forming a company called Shoreline Funding, LLC to compete with Island Funding, LLC, and operating that company in direct competition with the LLCs;
- joining a partnership or joint venture called the Johnson Halpern Partnership to compete with Island Funding, LLC, and operating that partnership in direct competition with the LLCs;
- misappropriating business opportunities from the LLCs to a) Shoreline Funding, LLC, b) the Johnson Halpern Partnership, and c) to himself individually despite his legal obligation to first offer those opportunities to the LLCs;
- secretly purchasing the following parcels of real estate on behalf of Shoreline Funding, the Johnson Halpern Partnership and his self individually to the detriment of Plaintiff:

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Property	TMP #	Purchase Price	Sale Price	Profit	Purchase Date	Sale Date
Shoreline Funding, LLC						
Lot 804 Basket walk	R600 028 000 1698 0000	$ 114,751.00	$ 142,000.00	$ 27,249.00	12/4/12	1/28/13
.570 AC HHI	R511 003 000 0147 0000	$ 105,000.00	$ 208,000.00	$ 103,000.00	3/7/13	1/10/14
Lot 217 Hampton Lake	R614 037 000 0504 0000	$ 32,726.00	$ 47,500.00	$ 14,774.00	6/14/13	8/6/13
Lot 41 Sandcastle	R511 009 000 1147 0000	$ 28,001.00	$ 150,000.00	$ 121,999.00	7/11/13	TBD
APT 46 Forest Gardens	R553 018 000 015B 0046	$ 76,000.00	$ 105,000.00	$ 29,000.00	1/2/14	7/7/14
APT 3324 SPA at PR	R510 005 000 008B 3324	$ 36,000.00	$ 68,000.00	$ 32,000.00	2/5/14	9/23/16
Unit 307 Bldg A-3 P-Bay	R550 010 000 0066 307C	$ 104,475.00	$ 176,000.00	$ 71,525.00	5/21/14	8/14/15
				$ 399,547.00		
Johnson Halpern Partnership						
UNT 6A Westwind HPR HHI	R501 006 00B 0019 006A	$ 361,000.00	$ 497,000.00	$ 136,000.00	12/4/12	2/14/13
LT 137 Duke of Beaufort Village	R600 020 000 0141 0000	$ 119,000.00	$ 169,900.00	$ 50,900.00	7/11/13	11/15/13
LT 135 Cottonwood Lane Dolphin Head	R510 002 00A 0547 0000	$ 263,000.00	$ 287,000.00	$ 24,000.00	3/17/14	10/20/14
				$ 210,900.00		
Gary C. Johnson						
LT 241 Moss Creek PL HHI	R600 040 00A 0180 0000	$ 107,100.00	$ 240,000.00	**$ 132,900.00**	4/15/13	12/5/13
			Total Profit	**$ 743,347.00**		

- improperly categorizing financial transactions involving the LLCs to benefit Johnson to the detriment of Plaintiff; and
- Converting money that belongs to the LLCs to himself.

30 Haul Away, LLC

14. In addition to the acts set forth above, and according to the Company's QuickBooks as last adjusted on March 16, 2021, Johnson has misappropriated money from 30 Haul Away, LLC and Plaintiff as follows:

Improper Characterization of Advances

- The 30 Haul Away Operating Agreement provides that any advancement made to the LLC by one member must be equally matched by the other member, and further, than any unequal advancement is to be treated as a loan to the LLC by the advancing member;

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- Since its formation, both Blue Bell and Johnson have made advances to 30 Haul Away, LLC;
- Johnson characterized the advances in an improper and unequal way that benefited himself and harmed Blue Bell;
- Specifically, Johnson has treated advances made by Blue Bell as "capital contributions" even though the operating agreement required him to treat the advances as loans; and
- 30 Haul Away, LLC is indebted to Blue Bell for net advances totaling $1,550,000.00, and accrued and unpaid interest on the advances made by Blue Bell using the Wall Street Journal prime rate from the date of each advance to October 1, 2021 of $574,230.48.

Unequal Cash Distributions

- The 30 Haul Away operating agreement provides that cash distributions are to be made to the members equally;
- Since formation, Mr. Johnson has been paid $152,877.94 in cash distributions, but Blue Bell has only been paid $34,376.55 in cash distributions; and
- Blue Bell is owed $118,501.39 to equalize the cash distributions, and $39,480.05 of accrued interest through October 1, 2021.

Summary 30 Haul Away, LLC

Unpaid advances	$1,550,000.00
Accrued interest on unpaid advances (net)	$565,920.35
Unequal cash distributions	$118,501.39
Accrued interest unequal cash distributions	$39,480.05
Plaintiff's Damage	**$2,273,901.79**

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Island Funding, LLC

Improper Characterization of Advances

15. In addition to the acts set forth above and according to the Company's QuickBooks as last adjusted on March 16, 2021, Johnson has misappropriated money from Island Funding, LLC and Plaintiff as follows:

- The Island Funding operating agreement provides that any advancement made to the LLC by one member must be equally matched by the other member, and further, than any unequal advancement is to be treated as a loan to the LLC by the advancing member;
- Since its formation, Johnson has made no advances to Island Funding, LLC yet Plaintiff (or its predecessor in interest) has made advances of $1,508,361.37;
- Island Funding is indebted to Blue Bell for $1,508,361.37 in advances and accrued and unpaid interest on the advances made by Blue Bell using the Wall Street Journal prime rate from the date of each advance to October 1, 2021 of $445,854.14;

Unequal Cash Distributions

- The Island Funding operating agreement provides that cash distributions are to be made to the members equally;
- Since formation, Mr. Johnson has been paid $561,183.59 in unequal cash distributions by writing himself the following checks:

Date	Number	Amount
06/28/2013	1090	21,188.00
09/16/2013	1171	1,307.00
09/16/2013	1173	6,508.00
09/16/2013	1174	277.00
11/20/2013	1239	5,704.58
06/25/2014	1433	8,582.63

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03/10/2015	1615	7,252.97
03/10/2015	1616	36,117.88
04/07/2017	1905	11,745.53
07/27/2017	1907	12,500.00
08/10/2017	1935	12,500.00
09/20/2017	1954	12,500.00
10/08/2017	1959	12,500.00
11/09/2017	1972	12,500.00
12/29/2017	2000	12,500.00
03/13/2018	2028	12,500.00
05/22/2018	2046	12,500.00
09/25/2018	2072	12,500.00
10/18/2018	2082	12,500.00
11/15/2018	2091	12,500.00
01/31/2019	2099	12,500.00
02/19/2019	2100	12,500.00
03/11/2019	2101	12,500.00
04/09/2019	2107	12,500.00
05/13/2019	2111	12,500.00
06/20/2019	2125	12,500.00
08/19/2019		12,500.00
10/07/2019	2131	12,500.00
10/17/2019	2139	12,500.00
11/01/2019	2145	12,500.00
12/04/2019	2099a	12,500.00
01/06/2020	2161	12,500.00
02/01/2020	2166	12,500.00
03/09/2020	2182	12,500.00
04/06/2020	2188	12,500.00
05/11/2020	2196	12,500.00
06/18/2020	2204	12,500.00
07/03/2020	2203	12,500.00
08/07/2020	2209	12,500.00
09/04/2020	2213	12,500.00
10/02/2020	2219	12,500.00
11/04/2020	2230	12,500.00
12/07/2020	2233	12,500.00
01/12/2021	2244	12,500.00
02/09/2021	2254	12,500.00
03/09/2021	2263	12,500.00
	Total	561,183.59

- Blue Bell is owed $561,183.59 to equalize the cash distributions, and $67,371.23 of accrued interest through October 1, 2021.

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Summary Island Funding, LLC

Unpaid advances	$1,508,361.37
Accrued interest on unpaid advances	$445,854.14
Unequal cash distributions	$561,183.59
Accrued interest unequal cash distributions	$67,371.23
Plaintiff's Damage	**$2,582,770.32**

6 Shelley Court, LLC

Improper Characterization of Advances

16. In addition to the acts set forth above and according to the Company's QuickBooks as last adjusted on September 30, 2019, Johnson has misappropriated money from 6 Shelley Court, LLC and Plaintiff as follows:

- The 6 Shelley Court operating agreement provides that any advancement made to the LLC by one member must be equally matched by the other member, and further, than any unequal advancement is to be treated as a loan to the LLC by the advancing member;
- Immediately prior to the dissolution of the LLC, 6 Shelley Court, LLC was indebted to Blue Bell for net advances totaling $233,339.86;
- Accrued and unpaid interest on net advances made by Blue Bell using the Wall Street Journal prime rate from the date of each advance to October 1, 2021 is $99,885.68 accrued in favor of Blue Bell;

Summary 6 Shelley Court, LLC

Unpaid advances (net of Johnson advances)	$222,987.86
Accrued interest on unpaid advances	$87,076.68
Plaintiff's Damages	**$310,064.54**

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17. In addition to the acts set forth above and according to the LLCs' latest available QuickBooks, Johnson has caused 30 Haul Away, LLC to loan over $1.5 million to Island Funding, LLC and such amount remains unpaid.

18. Johnson also caused 6 Shelley Court, LLC to loan Island Funding, LLC $374,067 and such amount remains unpaid notwithstanding 6 Shelley Court, LLC's dissolution during 2019, and, Island Funding, LLC has loaned Ocean Trust over $600,000.

FOR A FIRST CAUSE OF ACTION
(Receiver, Injunction, TRO)

19. All allegations set forth above are incorporated herein and are repeated verbatim.

20. This Honorable Court should appoint a receiver pursuant to S.C. Code § 15-65-10.

21. Plaintiff has established an apparent right to property which is the subject of the action, namely, its interest in the LLCs and the LLCs' assets.

22. Johnson is in the possession of said property and refuses to allow Plaintiff to participate in the management of the property or maintain the status quo while this action is pending.

23. The rents and profits of the LLCs are in danger of being lost or materially injured or impaired.

24. The Court should appoint a receiver pursuant to S.C. Code § 15-65-10.

25. In the alternative, the Court should grant a Temporary Restraining Order to enjoin Johnson from engaging in any financial transactions on behalf of the LLCs until a consent order can be entered establishing appropriate protocols to protect both members of the LLCs.

26. In addition, the Court should grant Plaintiff an injunction maintaining the status quo until these matters can be resolved or determined by the Court.

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FOR A SECOND CAUSE OF ACTION
(Breach of Fiduciary Duties)

27. All allegations set forth above are incorporated herein as if repeated verbatim.

28. Johnson owed fiduciary duties to Plaintiff.

29. Johnson breached his fiduciary duties in the various manners as set forth above.

30. As a result of Johnson's breach of his duties, Plaintiff has been damaged in an amount to be proven at the trial of this action.

31. Johnson's breaches of his fiduciary duties were willful, wanton, and in reckless disregard of Plaintiff's rights, and therefore, Plaintiff is entitled to an award of actual and punitive damages.

FOR A THIRD CAUSE OF ACTION
(Conversion)

32. Plaintiff realleges and incorporates herein by reference the allegations set forth hereinabove as if repeated here verbatim.

33. Plaintiff has a possessory interest in the profits from the LLCs.

34. Defendant intentionally interfered with Plaintiff's possession of those profits.

35. Defendant (without authorization) assumed and exercised the right of ownership over funds that belonged to Plaintiff to the detriment of Plaintiff who otherwise held rights to said funds.

36. Defendant's acts are the legal cause of Plaintiff's loss of property.

FOR A FOURTH CAUSE OF ACTION
(Breach of Contract/Breach of Obligation of Good Faith and Fair Dealing)

37. Plaintiff realleges and incorporates herein by reference the allegations set forth hereinabove as if repeated here verbatim.

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38. The operating agreements, along with South Carolina law, govern Plaintiff and Defendant as the members of the LLCs.

39. The Operating Agreements contain an obligation of good faith and fair dealing.

40. Johnson has breached the Operating Agreements and the obligation of good faith and fair dealing as set forth above.

41. Johnson's breaches are material and occurred without any breach having been committed by Plaintiff or any other justification for Johnson's failure to perform.

42. Johnson's breaches of the Operating Agreements and the obligation of good faith and fair dealing constitute negligent, grossly negligent, reckless, willful, and intentional acts and omissions.

43. The failure of Johnson to perform in accordance with the Operating Agreements and the obligation of good faith and fair dealing has proximately caused Plaintiff to suffer damages and injuries.

44. Plaintiff is entitled to recover actual and punitive damages from Johnson in an amount to be established at trial.

FOR A FIFTH CAUSE OF ACTION
(Judicial Dissociation/Expulsion of Johnson)

45. Plaintiff realleges and incorporates herein by reference the allegations set forth hereinabove.

46. Johnson has engaged in wrongful conduct that has adversely and materially affected and continues to adversely and materially affect the LLCs and Plaintiff, as is set out above.

47. The conduct of Johnson is also such that it constitutes willful and material breaches of the duties owed by Johnson to the LLCs and Plaintiff, as is set forth herein, including but not

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limited to the causes of action for Breach of Fiduciary Duties, Breach of Contract/Breach of Obligation of Good Faith and Fair Dealing, and Conversion.

48. The conduct of Johnson as alleged herein is also such that it makes it not reasonably practicable to carry on the business of the LLCs with Johnson continuing to be a part thereof.

49. Johnson has engaged in wrongful conduct that adversely and materially affected and continues to affect the LLCs' business and engaged in conduct relating to the LLCs' business which makes it not reasonably practicable to carry on the business with Johnson as a member.

50. Plaintiff is therefore informed and believes that as an alternative to a decree declaring that Johnson be dissociated from the LLCs, Plaintiff is entitled to a decree pursuant to S.C. Code § 33-44-601(6) dissociating Johnson from any and all interest in the LLCs, along with an order (1) directing the parties to engage in the dissolution, liquidation and termination process as set forth in the Operating Agreements, (2) determining the amount of damage caused to the LLCs and to Plaintiff by Johnson's conduct, and (3) directing that the value of Johnson's membership interest be reduced by the amount of damage determined to have been caused to the LLCs and to Plaintiff by the wrongful conduct of Johnson.

WHEREFORE, Plaintiff, Blue Bell Holdings, LLC prays:

a) for a jury trial on all claims triable by jury and for all damages available under the law;

b) for an order (1) declaring that Johnson be dissociated from the LLCs, (2) directing the parties to engage in the dissolution, liquidation and termination process as set forth in the Operating Agreements, (3) determining the amount of damage caused to the LLCs and to Plaintiff by Johnson's conduct, and (4) directing that the value of Johnson's membership interest be reduced by the amount of damage determined

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to have been caused to the LLCs and to Plaintiff by the wrongful conduct of Johnson;

c) in the alternative, for an order (1) dissociating Johnson from any and all interest therein, pursuant to S.C. Code § 33-44-601(6), (2) directing the parties to engage in the dissolution, liquidation and termination process as set forth in the Operating Agreements, (3) determining the amount of damage caused to the LLCs and to Plaintiff by Johnson's conduct, and (4) directing that the value of Johnson's membership interest be reduced by the amount of damage determined to have been caused to the LLCs and to Plaintiff by the wrongful conduct of Johnson;

d) for an award of actual and punitive damages against Johnson in amounts to be determined at trial;

e) for an award of attorney's fees and costs of this action;

f) for such other and further relief as may be just and proper under these circumstances.

TWENGE + TWOMBLEY LAW FIRM

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October 26, 2021

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STATE OF SOUTH CAROLINA COUNTY OF BEAUFORT	)))	IN THE COURT OF COMMON PLEAS CIVIL ACTION NO.: 2022-CP-07-02454
Blue Bell Holdings, LLC, Plaintiff, vs. Gary C. Johnson; Stephen D. Halpern; Holly A. Angel; Holly Ann, LLC; Belmont Properties, LLC; the Johnson Halpern Partnership; Shoreline Funding, LLC; and Orange Capital, LLC (Nevis), Defendants.	))))))))))))	**NOTICE OF MOTION AND MOTION TO STAY POTENTIAL DECISION LIFTING INJUNCTION**

Plaintiff hereby moves the Court for a stay on any decision the Court *might be entertaining* to lift the injunction currently in effect in this case until a) Defendant Johnson provides clear and convincing evidence to show ***consideration*** was given in exchange for the real estate transactions at issue in this case, and b) Defendant Johnson provides clear and convincing evidence to disclose ***how he calculated his net worth***, and further, that he retained sufficient assets to cover millions of dollars in actual[1] damages sought from him by Plaintiff. Without clear and convincing evidence on both issues, any decision the Court might be entertaining to lift the pending injunction would be reversable error and result in a manifest injustice.

1. The sole cause of action at issue in the injunction motion is a violation of the Statute of Elizabeth.

2. Plaintiff previously made a *prima facia* showing[2] that he was likely to succeed on the merits of his Statute of Elizabeth claim, i.e., that the real estate transactions at issue violated

[1] Of course, Plaintiff has also pled and seeks punitive damages.
[2] Plaintiff understands that Defendant now starts with a clean slate, but that does not supplant the fact that Plaintiff previously made the required showing.

the Statute of Elizabeth, and this Court entered a temporary restraining order restraining Johnson. The TRO was extended by agreement and remains in effect.

No Judgment Needed

3. South Carolina courts have held that "Federal Rule of Civil Procedure 18(b) and South Carolina Rule of Civil Procedure 18(b) allow actions for recovery of a debt and fraudulent conveyance to proceed contemporaneously, rather than previously where a creditor was required to obtain a return nulla bona before commencing an action to set aside a fraudulent conveyance. *See also Lebovitz v. Mudd*, 293 S.C. 49, 358 S.E.2d 698, 700–01 (1987) (holding that once Rule 18(b) went into effect, no creditor suing under the Statute of Elizabeth needs to reduce debt to a judgment and obtain a return nulla bona before bringing suit). [Defendant] argues that, nonetheless, [Plaintiff] is required to prove the exact amount owed to it by [Defendant] before it can be successful in a fraudulent conveyance action. The court disagrees." *PCS Nitrogen, Inc. v. Ross Dev. Corp.*, 127 F. Supp. 3d 568, 593 (D.S.C. 2015), vacated in part, No. 2:09-CV-03171-MBS, 2018 WL 11424153 (D.S.C. Mar. 8, 2018), and dismissed sub nom. *PCS Nitrogen Inc. v. Ross Dev. Corp. Rivers, No*. 16-1540 (L), 2018 WL 2111081 (4th Cir. Mar. 19, 2018).

4. Not only does South Carolina law allow this Court to maintain a preliminary injunction on the fraudulent conveyance claim, preventing any further transfers until the matter is decided on the merits, Plaintiff can "be successful in a fraudulent conveyance action" before obtaining a judgment on the underlying debt.

5. This is the law of the State of South Carolina.

Statue of Elizabeth

6. "South Carolina courts have held that under the Statute of Elizabeth conveyances may be set aside under two conditions: first, where the transfer is made by the grantor with the actual intent of defrauding his creditors where that intent is imputable to the grantee, even though

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there is a valuable consideration; and, second, **where a transfer is made without actual intent to defraud the grantor's creditors, but without valuable consideration.**" *Albertson v. Robinson*, 371 S.C. 311, 316, 638 S.E.2d 81, 83 (Ct. App. 2006) (emphasis added) citing *McDaniel v. Allen*, 265 S.C. 237, 242–43, 217 S.E.2d 773, 775–76 (1975).

7. In interpreting the Statute of Elizabeth, South Carolina courts have held that conveyances **shall be** set aside in two instances:

> "First, where the challenged transfer was made for a valuable consideration, it will be set aside if the plaintiff establishes: (1) the transfer was made by the grantor with the actual intent of defrauding his creditors; (2) the grantor was indebted at the time of the transfer; and (3) the grantor's intent is imputable to the grantee.
>
> Second, **where the transfer was not made on a valuable consideration**, no actual intent to hinder or delay creditors must be proven. Instead, as a matter of equity, the transfer will be set aside if the plaintiff shows: (1) the grantor was indebted to him at the time of the transfer; (2) the conveyance was voluntary; and (3) the grantor failed to retain sufficient property to pay the indebtedness to the plaintiff in full—not **merely** at the time of the transfer, but in the final analysis when the creditor seeks to collect his debt. *Leasing Enters. v. Goodwin*, 312 S.C. 122, 439 S.E.2d 294 (Ct. App. 1993); *First Union Nat'l Bank v. Smith*, 314 S.C. 459, 445 S.E.2d 457 (Ct. App. 1994); *Durham v. Blackard*, 313 S.C. 432, 438 S.E.2d 259 (Ct. App. 1993); *Jeffords v. Berry*, 247 S.C. 347, 147 S.E.2d 415 (1966)."
>
> . . . .
>
> "Where transfers to members of the family are attacked either upon the ground of actual fraud or on account of their voluntary character, the law imposes **the burden on the transferee to establish both a valuable consideration and the bona fides of the transaction by clear and convincing testimony**. *First Union Nat'l Bank v. Smith*, 314 S.C. 459, 445 S.E.2d 457 (Ct. App. 1994) (emphasis added)."[3]

12 S.C. Jur. Equity § 23.5.

[3] Johnson admits that he is Orange Capital, LLC. See Johnson Affidavit at ¶ 59 ("I have never tried to hide my association with Orange Capital"). Additionally, in *Windsor Properties, Inc. v. Dolphin Head Constr. Co., Inc.*, 498 S.E.2d 858, 861 (S.C. 1998), the South Carolina Supreme Court approved the shifting of the burden of proof where the challenged transfer was made between intrafamily wholly owned companies and family members.

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Consideration

8. The Court should stay any potential decision lifting the injunction unless and until Johnson provides clear and convincing evidence satisfying the Court that consideration was given by the recipients of the transfers Johnson made and effectuated after suit was filed:

a. Johnson assigned a contract to purchase the Harbourside property to Holly Ann, LLC. No evidence has been provided to establish the consideration paid, if any, by Holly Ann, LLC (Verified Complaint at p. 10);

b. Johnson transferred a ½ undivided interest in a 10-acre parcel of commercial property to Belmont Properties, LLC. No evidence has been provided to establish the consideration paid, if any, by Belmont Properties, LLC (Verified Complaint at p. 12);

c. Johnson gave a mortgage to Orange Capital, LLC that encumbers 8 pieces of property he owned. No evidence has been provided to establish the consideration, if any, given by Orange Capital, LLC. Johnson indirectly alleges that he was provided access to a $1,000,000 line of credit as consideration, but no evidence has been provided (e.g., banks statements) to establish the existence of any line of credit, or that he has not drawn on the line of credit (Verified Complaint at p. 13);

d. Johnson gave Orange Capital, LLC a mortgage that encumbers 2 pieces of property on Wildhorse Road. No evidence has been provided to establish the consideration, if any, given by Orange Capital, LLC. Johnson indirectly alleges that he was provided access to another $650,000 line of credit as consideration, but no evidence has been provided (e.g., banks statements) to establish the existence of any line of credit, or that he has not drawn on the line of credit (Verified Complaint at p. 15);

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e. Johnson signed a mortgage on behalf of Holly Ann, LLC giving a mortgage on the Harbourside property to Orange Capital, LLC. No evidence has been provided to establish the consideration, if any, given by Orange Capital, LLC. Johnson indirectly alleges that Holly Ann, LLC was provided a $650,000 line of credit as consideration, but no evidence has been provided (e.g., banks statements), or that Holly Ann, LLC has not drawn on the line of credit (Verified Complaint at p. 16);[4]

f. The same if true for the remaining transactions as outlined in the Verified Complaint at p. 17-19.

9. The Court should not even consider lifting the injunction until clear and convincing evidence is produced to show sufficient consideration was given for the challenged transactions.[5]

10. If no consideration was given, the Court should determine if "(1) the grantor was indebted to the creditor at the time of the transfer; (2) the conveyance was voluntary; and (3) the

---

[4] Holly Angel, sole owner of Holly Ann, LLC and Johnson's live in girlfriend, has testified regarding the lack of consideration for this transaction:

> Q: Well, do you know of any financial institution, whether it be in Nevis or anywhere else, that has made $650,000 of equity available to you, to Holly Ann, LLC, to Gary Johnson, Boardwalk Properties, or any other company in the world such that they would be authorized to take out a mortgage against a property?
>
> A: I do not know.

Complaint at 16.

[5] Even if Johnson could provide evidence of consideration, there are numerous "badges of fraud" present which South Carolina Courts have relied on to unwind transactions of this nature. See *First Citizens Bank & Trust Co. v. Park at Durbin Creek*, LLC, 419 S.C. 333, 797 S.E.2d 409 (S.C. App. 2017) "our courts have inferred fraudulent intent if one or more of the following "badges of fraud" exist: [T]he insolvency or indebtedness of the transferor, [a] lack of consideration for the conveyance, [a] relationship between the transferor and the transferee, the pendency or threat of litigation, secrecy or concealment, [a] departure from the usual method of business, the transfer of the debtor's entire estate, the reservation of benefit to the transferor, and the retention by the debtor of possession of the property." Fortunately, the Court does not even need to get to this analysis unless and until consideration is shown and evaluated.

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grantor failed to retain sufficient property to pay his indebtedness to the creditor in full, not *merely* at the time of transfer, but in the final analysis when the creditor seeks to collect the debt." *See Albertson v. Robinson*, 371 S.C. 311, 317, 638 S.E.2d 81, 84 (Ct. App. 2006) (emphasis added) citing *Mathis v. Burton,* 319 S.C. 261, 265, 460 S.E.2d 406, 408 (Ct.App.1995)."

11. Again, for purposes of the Statue of Elizabeth, Johnson was "indebted" to Plaintiff at the time the initial suit was filed because it is "only necessary that the debt should have been in existence or the **right of action** have accrued at or before the time of the transfer. It may be reduced to judgment at a later date. To determine whether a person is such an existing creditor as can invoke the protection of the statute **the inception of the debt** or obligation is the time which controls; and not the date of the subsequent entry of judgment." *Matthews v. Montgomery*, 193 S.C. 118, 133, 7 S.E.2d 841, 848 (1940) (emphasis added); see also *PCS Nitrogen, Inc. v. Ross Dev. Corp.*, 127 F. Supp. 3d 568, 593 (D.S.C. 2015), vacated in part, No. 2:09-CV-03171-MBS, 2018 WL 11424153 (D.S.C. Mar. 8, 2018), and dismissed sub nom. by *PCS Nitrogen Inc. v. Ross Dev. Corp. Rivers, No*. 16-1540 (L), 2018 WL 2111081 (4th Cir. Mar. 19, 2018) ("South Carolina Rule of Civil Procedure 18(b) allow actions for recovery of a debt and fraudulent conveyance to proceed contemporaneously, rather than previously where a creditor was required to obtain a return *nulla bona* before commencing an action to set aside a fraudulent conveyance.")

12. Accordingly, regarding the first element, Johnson was "indebted" to Plaintiff before the transfers at issue took place, as they all occurred after suit was filed.

13. Regarding element number 2, Johnson does not contend that the transfers were not voluntary, so subsection (2) is not in dispute.

14. The sole question remaining is whether Johnson retained sufficient assets to satisfy a potential judgment against him.

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15. As outlined in Plaintiff's detailed initial Complaint, Plaintiffs seek **at least** the following **actual** damages:

$743,347	Misappropriation of Corporate Opportunities
$2,273,901.79	Related to Improper Conduct at 30 Haul Away, LLC
$2,582,770.32	Related to Improper Conduct at Island Funding, LLC
$310,064.54	Related to Improper Conduct at 6 Shelly Court, LLC
$5,909,735	Actual Damages

Johnson's Retained Net Worth

16. Johnson baldly asserts that he has retained sufficient assets to cover any debt that may be owed to Plaintiff and claims that his net worth is "somewhere around $3,000,000." Johnson Affidavit at ¶ 64.

17. Aside the fact that his assertion wholly ignores Plaintiff's detailed damages allegations, his assertion that he has "somewhere around $3,000,000" in remaining net worth is hollow and unreliable for two reasons.

18. First, Johnson has not provided any information whatsoever describing how he arrived at his net worth figure, no information as to what assets he is considering as part of this figure, no information as to the metrics he has used to value those assets, and what liabilities (if any) he is considering and deducting (if any) as part of his calculation.

19. In fact, Johnson has not even disclosed to the Court how he tabulated and arrived at the "somewhere around $3,000,000" figure put forth in his affidavit.

20. As stated by Plaintiff's unchallenged forensic accountant, "Mr. Johnson did not provide ***any*** **information** in his affidavit to allow his assertion to be verified." Durant Affidavit at 17 (emphasis added).

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21. Because a determination of whether Johnson "failed to retain sufficient property to pay his indebtedness to the creditor **in full**" cannot possibly be made by the Court based upon the existing record, and because Johnson has refused to disclose to the Court or opposing counsel any support for his net worth assertions, the Court should stay any decision it may be considering to lift the inunction until Johnson provides sufficient evidence to allow the Court to verify his net worth assertions.[6]

Johnson's Valuation of Property Owned by the LLCs

22. Johnson asserts that his unsubstantiated net worth figure is exclusive of "his interests in the LLCs at issue in this lawsuit," (Johnson Affidavit at ¶ 64), and that his interest in the LLCs is valued between $2,500,000 - $3,000,000.

23. The Court should not consider this representation for two reasons.

24. First, Johnson has not provided any explanation or supporting data to explain how he arrived at this figure, how he calculated the figure, or whether or not he even considered the parties capital accounts as currently stated.[7] This is not appropriate and renders his figure unreliable.

25. Second, even if Johnson were to provide sufficient evidence to support the valuation of his interest in the LLCs, these assets cannot be used to satisfy a **personal judgment** against Johnson because **those assets belong to the LLCs**. See First Citizens Bank & Trust Co. v. Blue OX, LLC, 812 S.E.2d 418, 422 S.C. 461 (S.C. App. 2018) (finding that debtor's assertion

[6] As the Court is aware, Johnson has been asked in discovery, but to date has refused to respond, to the following question: "Set forth your net worth and include in your response how you calculated your net worth and all documents you consulted or otherwise used to arrive at your net worth and any individuals you consulted to arrive at your net worth."

[7] Again, Johnson has been asked in discovery to provide a value for property owned by the LLCs, and to date, Johnson has not responded.

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that assets in an LLC could be used to satisfy a judgment "is disingenuous. [Debtor] primarily utilized LLCs to conduct his business. Unless the Bank attempts to pierce the corporate veil, the assets of the LLCs are not subject to execution for [Debtor's] personal liability."

26. Under these circumstances, any decision lifting the injunction on the current record would be a reversable error of law, and the Court should stay any such decision as outlined above.

For these reasons, Plaintiff requests that the Court enter an order staying any decision it may be considering lifting the injunction until such time as the necessary and critical evidence described above, which is fundamental to an analysis of a decision to lift the injunction currently pending related to Plaintiff's Statute of Elizabeth claim.

TWENGE + TWOMBLEY LAW FIRM

BY: s/J. Ashley Twombley_____

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March 2, 2023

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF BEAUFORT	)	CIVIL ACTION NO.: 2022-CP-07-02454
Blue Bell Holdings, LLC,	)	
	)	
Plaintiff,	)	
vs.	)	**MOTION TO RECONSIDER AND/OR ALTER OR AMEND JUDGMENT**
	)	
Gary C. Johnson; Stephen D. Halpern; Holly A. Angel; Holly Ann, LLC; Belmont Properties, LLC; the Johnson Halpern Partnership; Shoreline Funding, LLC; and Orange Capital, LLC (Nevis),	)	
	)	
Defendants.	)	

YOU WILL PLEASE TAKE NOTICE that Plaintiff, by and through his undersigned attorney, hereby respectfully requests that the Court reconsider and/or amend its March 8, 2023 order 1) denying Plaintiff's Motion to Stay Potential Decision Lifting Injunctive Relief filed on March 2, 2023 (Motion to Stay), and 2) denying Plaintiff's Motion to Convert Temporary Restraining Order into an injunction (Conversion Motion). Pursuant to Rule 59(e), SCRCP, the Plaintiff hereby moves for reconsideration of the March 8, 2023 order, and for the reasons stated below, the motion is due to be granted.

Background

1. Plaintiff filed his initial lawsuit in 2021 (First Lawsuit)[1] against Defendant Gary Johnson (Johnson) seeking millions of dollars in damages for fraud, breach of fiduciary duty, breach of contract, conversion, and other serious claims.

[1] Civil Action Number 2021-CP-07-01953

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2. As of the date the First Lawsuit was filed, Plaintiff sought $5,909,735 in actual damages alone.

3. Following the filing of the First Lawsuit, Plaintiff discovered that Johnson began engaging in a scheme to frustrate Plaintiff's ability to collect on any judgment obtained in the First Lawsuit.

4. Specifically, after Johnson was served with the First Lawsuit, Plaintiff discovered that Johnson began to systematically transfer 100% of his real estate, his equity interest in real estate, and other financial holdings to an offshore "Nevis" entity he formed and controls (Orange Capital, LLC)[2], and to other related parties and insiders.

5. Plaintiff also learned that Johnson used an advertising company name "Lawyers Limited" – which is not a law firm and does not provide legal advice – to facilitate the fraudulent transfers. *See* Lawyer's Limited Web Site (Attached as **Exhibit A**) ("[O]ur services are limited in scope as we have attorneys on staff but are not a law firm. Our company does not offer legal, tax or other professional services. For those services, seek the appropriate attorney or accountant.")

6. Lawyers Limited touts on its website that its "key focus" is "in the area of the protection of financial assets and valuables from creditors, divorces, lawsuits and judgements" and that strategies "to protect real estate from lawsuits include . . . equity stripping liens to make the confiscation of real estate assets less likely." Id.

7. Lawyer's Limited encourages customers to "set up a separate LLC and have it mortgage the equity in your investment property. This is a publicly recorded equity line of credit type of mortgage or deed of trust recorded in the county recorder's office against each property.

[2] Johnson admits that he is Orange Capital, LLC. *See* Johnson Affidavit at ¶ 59 ("I have never tried to hide my association with Orange Capital").

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Doing this strips the equity out of your properties." Id.

8. In any event, all of the transactions at issue here occurred with no consideration and have no logical purpose other than to frustrate Plaintiff's efforts to recover on the debt Johnson owes by attempting to render Johnson judgment proof. These transfers were all fraudulent conveyances that violate the Statute of Elizabeth and are "fraudulent" according to South Carolina law under both prongs of the Statute of Elizabeth.

9. Plaintiff filed this Second Lawsuit in December of 2022, which sought to set aside the fraudulent conveyances pursuant to the Statute of Elizabeth, and further sought a temporary restraining order (TRO) and injunction to restrain Johnson from making more fraudulent transfers without Court approval.

10. The trial Court granted the TRO finding "Plaintiff has sufficiently established a *prima facia* showing that Johnson has engaged in a series of fraudulent conveyances prohibited under South Carolina law. Specifically, Plaintiff has made a *prima facia* showing that after learning of a lawsuit against him, Johnson began to transfer and/or encumber his assets, or the assets of LLCs in which he has an ownership interest, to make it practically impossible for Plaintiff to use [those assets] in the future to satisfy a judgment [in the First Lawsuit]."

11. Thereafter, a hearing was scheduled to convert the TRO into a temporary injunction (the "Conversion Motion").

12. Following a hearing on the Conversion Motion, the Court took the matter under advisement.

13. Prior to a ruling on the Conversion Motion, Plaintiff filed a Motion to Stay any decision the Court might be considering to lift the TRO/Injunction until further discovery took place.

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14. On March 3, 2023, the Court held a status conference with the parties and indicated it intended to deny the Motion to Stay and also deny the Conversion Motion.

15. In an order entered March 8, 2023, the Court reversed its prior rulings, now concluding that Plaintiff was not entitled to *any* injunctive relief of *any* kind because 1) Plaintiff has adequate legal remedies, and 2) Plaintiff cannot show irreparable harm.

16. The Court also denied the Motion to Stay.

Conversion Motion

17. A preliminary injunction should be issued "upon a showing by the moving party that without such relief it will suffer irreparable harm, that it has a likelihood of success on the merits, and that there is no adequate remedy at law." *Poynter Invs., Inc. v. Century Builders of Piedmont*, Inc., 387 S.C. 583, 586–87, 694 S.E.2d 15, 17 (2010).

18. In denying the Conversion Motion, the Court stated: "I find that the Plaintiff cannot show a lack of an adequate remedy at law or irreparable harm."[3]

19. However, the Court did not identify the "adequate remedy at law" that is available to Plaintiff that would provide a remedy that is adequate to the temporary injunction remedy sought with respect to Plaintiff's Statute of Elizabeth claims.

20. The Court also failed to address any of Plaintiff's arguments as to why no adequate legal remedy exists.

[3] Presumably, the Court agreed Plaintiff made the required showing necessary to establish the likelihood of success on the merits on its Statute of Elizabeth claim and other elements necessary to establish an injunction. To the extent the Court is not ruling in Plaintiff's favor on any other element, Plaintiff hereby re-raises those arguments and issues and asks that the Court enter a ruling addressing each of Plaintiff's arguments. This is necessary to ensure all issues are raised to and ruled upon by the trial court, and further, to preserve appellant review of these arguments.

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No Legal Remedy

21. "In order to justify a court of equity in refusing to take jurisdiction, the remedy at law must be adequate, and must attain the full end and justice of the case. It is not enough that there is some remedy at law, but that remedy must be as practical, efficient, and prompt as the remedy in equity. Stated differently, the remedy at law must be as 'certain' and 'complete' as the equitable remedy." *PCS Nitrogen, Inc. v. Ross Dev. Corp.*, 126 F. Supp. 3d 611, 645–46 (D.S.C. 2015), dismissed sub nom. *PCS Nitrogen Inc. v. Ross Dev. Corp. Rivers*, No. 16-1540 (L), 2018 WL 2111081 (4th Cir. Mar. 19, 2018).

22. Not only did the Court fail to identify the adequate remedy at law, but it also failed to identify how any such legal remedy would be as practical, efficient, prompt, certain, and complete to "attain the full end and justice of the case" as the equitable temporary injunction remedy.

23. First, the equitable remedy of a temporary injunction prohibits Johnson from engaging in any additional asset transfers without Court approval. Clearly, if Johnson continues to give away, sell, transfer, or encumber his assets, Johnson will have no assets to satisfy a judgment in favor of Plaintiff. This is especially true when Johnson is forming Nevis LLCs and transferring assets to the Nevis LLC, which is known to have nearly impenetrable creditor protection laws.

24. In other words, lifting the temporary injunction will allow Johnson to engage in new and additional efforts to attempt to render himself judgment proof and make it practically impossible for Plaintiff to collect on the debt at issue in the First Lawsuit. This fact alone renders any legal remedy Plaintiff might obtain in the First Lawsuit in the form of a money judgment toothless.

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25. As this Court found when it granted the TRO, "Plaintiff has sufficiently established a *prima facia* showing that Johnson has engaged in a series of fraudulent conveyances prohibited under South Carolina law. Specifically, Plaintiff has made a *prima facia* showing that after learning of a lawsuit against him, Johnson began to transfer and or encumber his assets, or the assets of LLCs in which he has an ownership interest, to make it practically impossible for Plaintiff to use in the future to satisfy a judgment."

26. Plaintiff understands the Court's view that Defendant starts with a clean slate at the stage where the Court determines whether to convert the TRO into a temporary injunction, and that the findings the Court made when issuing the TRO are not binding *per se* when deciding the appropriateness of a temporary injunction.

27. But the Court's March 8, 2023 order completely ignores the fundamental reason why the Court previously concluded Plaintiff lacked appropriate legal remedies in the first place. Moreover, and again, the Court also fails to identify any legal remedy the Court previously overlooked when it entered the TRO, or even what legal remedy it now believes is so readily available and adequate to the Plaintiff.

Adequacy of Legal Remedy

28. Second, the Court also fails to explain how any legal remedy that might possibly exist would be adequate to the equitable temporary injunction remedy the Court is now declining to exercise.

29. The temporary injunction equitable remedy freezes the location and titling of Johnson's assets as of the time the TRO was entered, and more importantly, prevents Johnson from engaging in additional fraudulent transfers without approval from the Court. While Johnson has already engaged in at least 7 fraudulent transactions in between the time of the First Lawsuit and

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the time the TRO was entered in the Second Lawsuit, the temporary injunction prevents future *additional* transfers.

30. Declining to convert the TRO into a temporary injunction allows Johnson to engage in any transaction he would like in the future, presumably until a) a judgment is obtained, b) a *nulla bona* is returned, and c) supplemental proceedings begin. This could take years. By that time, Johnson may have transferred more assets to his Nevis LLC, may have formed more offshore LLCs outside the jurisdiction of this Court, may have engaged in more fraudulent transactions transferring assets to those LLCs, or engaged in more voluntary transfers to friends and family for no consideration.

31. Alternatively, Johnson could liquidate his holdings and spend the proceeds on depreciating or untraceable assets, sell assets to other innocent third parties for cash, or even give his assets away. Of course, innocent transferees could make more transfers to other innocent transferees, who could make transfers, who could make more transfers, etc. Even if Plaintiff could identify, trace, and sue to recover those assets (or whatever remained of them), this would involve more Statute of Elizabeth lawsuits, involve lawsuits against other third parties over more transactions, potentially require Plaintiff to litigate in foreign countries against foreign litigants, and make Plaintiff's ability to undo any future transactions exponentially more difficult, uncertain, and incomplete. This would be nothing short of a nightmare, and as the Court previously found, it would "make it practically impossible for Plaintiff to use [Johnson's assets] in the future to satisfy a judgment."

32. The temporary injunction remedy would prevent all of the above, freeze Johnson's assets in their current location (much of which are still encumbered or reside in offshore LLCs wholly owned and controlled by Johnson), but still provide Court oversight over any future,

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legitimate, transactions.

33. While this might be inconvenient for Johnson, it is necessary and appropriate considering Johnson's systematic efforts to render himself judgment proof.

34. Respectfully, the Court should reconsider its ruling and identify the adequate legal remedy it believes Plaintiff has available.

35. The Court should also explain why that legal remedy is as practical, efficient, prompt, certain, and complete to "attain the full end and justice of the case" as the equitable temporary injunction remedy.

No Irreparable Harm

36. The Court also found that Plaintiff "cannot . . . show irreparable harm."

37. But again, the Court fails to explain why Plaintiff would not be irreparably harmed if Johnson engages in fraudulent transactions to voluntarily render himself judgment proof, and why it is totally rejecting its prior logic and reasoning finding that Johnson's fraudulent transactions could "make it practically impossible for Plaintiff to use [Johnson's assets] in the future to satisfy a judgment."

38. To the extent the Court is ruling that Johnson retained sufficient assets to satisfy a potential judgment, which is not evident from the March 8, 2023 order, and that the retention of those assets might give Plaintiff the ability to collect on a judgment against Johnson in the future, the Court should identify the amount of the debt Plaintiff seeks to recover in the First Lawsuit, and further, identify the assets it believes Johnson retained that will be sufficient in the Court's mind to satisfy that debt.

39. If Johnson did not retain sufficient assets, and more importantly can continue to transfer any assets he did retain in the future, it is difficult if not impossible to understand how the

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Court concluded that Plaintiff "cannot" show irreparable harm.

40. Of course, if Johnson did not retain sufficient assets, it is hard to imagine a particular type of harm that would be more irreparable than Johnson voluntarily transferring all of his assets to third parties to render himself judgment proof.

41. Such a result would wholly frustrate Plaintiff's effort to pursue Johnson's multimillion dollar debt, render Plaintiff's entire effort in the First Lawsuit meaningless, and allow Johnson to voluntarily transfer his assets away from Plaintiff's and the Court's reach, and for no consideration.

42. Not only is this harm irreparable, it is also final, complete, and uncurable.

43. The Court should explain why this harm is not quintessentially irreparable.

Motion to Stay

44. In the Motion to Stay, Plaintiff requested that the Court – at a minimum – withhold any potential ruling lifting the TRO until Johnson a) provides evidence of the consideration Johnson received in exchange for the fraudulent transfers, and b) provides evidence to support his assertion that he retained sufficient assets to satisfy the debt sought in the First Lawsuit.

45. Significantly, Johnson conceded during a status conference on Friday March 3, 2023 that no consideration was given for any of the transfers at issue.

46. This is relevant to a determination whether Plaintiff is likely to succeed on merits of his Statute of Elizabeth claim:

> "South Carolina courts have held that conveyances **shall be** set aside in two instances:
>
> First, where the challenged transfer **was made** for a valuable consideration, it will be set aside if the plaintiff establishes: (1) the transfer was made by the grantor with the actual intent of defrauding his creditors; (2) the grantor

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was indebted at the time of the transfer; and (3) the grantor's intent is imputable to the grantee.[4]

Second, where the transfer **was not** made on a valuable consideration, no actual intent to hinder or delay creditors must be proven. Instead, as a matter of equity, the transfer will be set aside if the plaintiff shows: (1) the grantor was indebted to him at the time of the transfer; (2) the conveyance was voluntary; and (3) the grantor failed to retain sufficient property to pay the indebtedness to the plaintiff in full—not **merely at the time of the transfer**, but in the final analysis when the creditor seeks to collect his debt.

. . . .

Where transfers to members of the family are attacked either upon the ground of actual fraud or on account of their voluntary character, the law imposes **the burden on the transferee to establish both a valuable consideration and the bona fides of the transaction by clear and convincing testimony**. *First Union Nat'l Bank v. Smith*, 314 S.C. 459, 445 S.E.2d 457 (Ct. App. 1994) (emphasis added)."[5]

12 S.C. Jur. Equity § 23.5 (emphasis added) (citations omitted).

47. Because it was beyond dispute that Johnson was 1) indebted[6] to Plaintiff at the time

[4] Plaintiff has shown a likelihood of success on the merits in proving that the conveyances were fraudulent by this method as well, and the Court failed to rule on this argument. Plaintiff has shown at least numerous "badges of fraud" establishing a likelihood of success on the merits including but not limited to a) "the insolvency or indebtedness of the transferor, [a] lack of consideration for the conveyance, [a] relationship between the transferor and the transferee, the pendency or threat of litigation, secrecy or concealment, [a] departure from the usual method of business, the transfer of the debtor's entire estate, the reservation of benefit to the transferor, and the retention by the debtor of possession of the property." *First Citizens Bank & Tr. Co., Inc. v. Park at Durbin Creek, LLC*, 419 S.C. 333, 341, 797 S.E.2d 409, 413 (Ct. App. 2017). Plaintiff hereby re-raises all arguments related to the first prong so that they can be ruled upon by the Court.

[5] Johnson admits that he is Orange Capital, LLC. See Johnson Affidavit at ¶ 59 ("I have never tried to hide my association with Orange Capital"). Additionally, in *Windsor Properties, Inc. v. Dolphin Head Constr. Co., Inc.*, 498 S.E.2d 858, 861 (S.C. 1998), the South Carolina Supreme Court approved the shifting of the burden of proof where the challenged transfer was made between intrafamily wholly owned companies and family members.

[6] For purposes of the Statue of Elizabeth, Johnson was "indebted" to Plaintiff at the time the initial suit was filed because it is "only necessary that the debt should have been in existence or the **right of action** have accrued at or before the time of the transfer. It may be reduced to judgment at a later date. To determine whether a person is such an existing creditor as can invoke the protection of the statute **the inception of the debt or obligation is the time which controls**; **and not the date of the subsequent entry of judgment**." *Matthews v. Montgomery*, 193 S.C. 118, 133, 7 S.E.2d 841, 848 (1940) (emphasis added); see also *PCS Nitrogen, Inc. v. Ross Dev. Corp.*, 127 F. Supp. 3d 568, 593 (D.S.C. 2015), vacated in part, No. 2:09-CV-03171-MBS, 2018 WL 11424153 (D.S.C. Mar. 8, 2018), and dismissed sub nom. by *PCS Nitrogen Inc. v. Ross Dev. Corp. Rivers, No*. 16-1540 (L), 2018 WL 2111081 (4th Cir.

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of the transfers and (2) the conveyances were voluntary, the only issue possibly in dispute related to the second method of proving a Statute of Elizabeth violation is whether Johnson failed to retain sufficient property to pay the indebtedness to the Plaintiff at the time of the transfers.

48. As outlined in Plaintiff's Verified Complaint, at the time of the filing of the First Lawsuit, Plaintiff sought **at least** the following **actual** damages:

$743,347	Misappropriation of Corporate Opportunities
$2,273,901.79	Related to Improper Conduct at 30 Haul Away, LLC
$2,582,770.32	Related to Improper Conduct at Island Funding, LLC
$310,064.54	Related to Improper Conduct at 6 Shelly Court, LLC
$5,909,735	Actual Damages

49. While Johnson did submit an affidavit asserting that his net worth was "somewhere around $3,000,000," Johnson Affidavit at ¶ 64, Johnson did not provide any information describing how he arrived at his net worth figure, what assets he is considering as part of this figure, in what name those assets are titled, whether or not the assets are encumbered, the metrics he used to value the assets, or what liabilities (if any) he considered or deducted as part of his calculation.[7]

50. As stated in the affidavit of Plaintiff's unchallenged forensic accountant, "Mr. Johnson did not provide ***any*** **information** in his affidavit to allow his assertion to be verified." Durant Affidavit at 17 (emphasis added).

Mar. 19, 2018) ("South Carolina Rule of Civil Procedure 18(b) allow actions for recovery of a debt and fraudulent conveyance to proceed contemporaneously, rather than previously where a creditor was required to obtain a return *nulla bona* before commencing an action to set aside a fraudulent conveyance.") The Court never ruled on this argument, which is hereby re-raised so the Court can rule on it now.

[7] Johnson has been asked in discovery to state his net worth, what is consist of, and how he calculated it, but and at the time of the Conversion Motion hearing, the time of the March 3, 2023 status conference, and even to date, Johnson has not responded. See Outstanding Discovery (Attached as Exhibit B).

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51. The Court failed to consider or otherwise address/rule on any of these factors when it denied Plaintiff's Motion to Stay.

52. The Court also failed to rule on Plaintiff's argument that because the transfers were related party/family transactions, Johnson bears the burden **"to establish both a valuable consideration and the bona fides of the transaction by clear and convincing testimony**. *First Union Nat'l Bank v. Smith*, 314 S.C. 459, 445 S.E.2d 457 (Ct. App. 1994) (emphasis added)."

53. Finally, the Court also failed to consider and rule on Plaintiff's argument that the Court should not consider Johnson's assertion that real property held by the LLCs is valued between $2,500,000 - $3,000,000, (Johnson Affidavit at ¶ 64), and that he owns 50% of the LLCs.

54. This assertion by Johnson should not be considered for two reasons, neither of which the Court ruled on.

55. First, Johnson has not provided any explanation or supporting data to explain how he arrived at his valuation, how it was calculated, or whether he even considered the parties capital accounts, outstanding loans, the clouds on the title of real estate owned by the LLC, or any other factors.[8] This renders his untested valuation assertion unreliable. It is certainly not clear and convincing evidence.

56. Second, even if Johnson were to provide sufficient evidence to support the valuation of his interest in the LLCs, these assets cannot be used to satisfy a **personal judgment** against Johnson because **those assets belong to the LLCs**. See *First Citizens Bank & Trust Co. v. Blue OX, LLC*, 812 S.E.2d 418, 422 S.C. 461 (S.C. App. 2018) (finding that debtor's assertion that assets in an LLC could be used to satisfy a judgment was improper because unless the debtor

[8] Again, Johnson has been asked in discovery in the First Lawsuit to provide a value for property owned by the LLCs, and at the time of the Conversion Hearing, the time of the March 3, 2023 status conference, and even to date, Johnson has not responded. Id.

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"attempts to pierce the corporate veil, the assets of the LLCs are not subject to execution for [debtor's] personal liability." The Court failed to consider and rule upon these arguments.

Conclusion

57. With the highest respect to the Court, the March 8, 2023 order is fundamentally flawed, is directly at odds with South Carolina law, is grossly unfair, and will potentially irreparable harm and extreme prejudice to Plaintiff. The Court should reconsider or amend its decision to explain what legal remedy is now available, and why that remedy is adequate. The Court should reconsider its decision to deny the Motion to Stay and determine the amount of the debt sought by Plaintiff, and further explain why it is appropriate to dissolve the injunction without – at a minimum – requiring Johnson to explain (in a way that can be tested) what assets Johnson retained to satisfy the debt. The Court should all rule on each of the arguments previously raised to the Court but not specifically ruled on.

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Real Estate Asset Protection Plan

Real estate protection strategies can protect real property from lawsuits, judgments and creditors. It involves three main strategies. 1) Correctly tiling property for privacy of ownership. 2) Using LLCs to shield personal assets from a real estate lawsuits. 3) Equity stripping strategies to make the property less attractive to creditors. When one uses a combination of asset protection strategies, a home owner and investor may be in a better position to limit risk of asset forfeiture.

Strategies to protect real estate from lawsuits include forming land trusts for privacy of ownership. They also include the proper use of LLCs for asset protection and lawsuit protection. In addition, they also may include the use of equity stripping liens to make the confiscation of real estate assets less likely.

So, this article discusses various real estate asset protection strategies. We talk about how to protect your home and investment properties. Described below are detailed asset protection strategies for real estate. When you are ready to proceed, call and speak with one our in-house attorneys and consultants. We can help guide you step by step and set up a plan that is right for you. Incorporated in 1906, our company has tens of thousands of clients who have trusted us to structure solid asset protection strategies to safeguard their properties.

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As you will see, each element of the plan protects your assets, provides privacy and/or is a deterrent for a legal opponent. In addition, we have viable strategies on this website that secure liquid assets. Please watch the video below and then read the description of each technique.



Video: Real Estate Asset Protection for Personal Residence and Income Properties

Real Estate Asset Protection Strategies

1. Privacy of Ownership

The first element of this asset protection strategy is **privacy of ownership**. To accomplish this we establish a **land trust** for each property. You are the beneficiary of the trust, or you control the LLC that is the trust beneficiary. As such, you can sell, rent or refinance the property as you wish. Thus, you essentially have as much control as if the property was in your own name.

The land trust holds title to the property. So, first, we draft the land trust. Then we draft the deed that you use to transfer the property into land trust. You keep the land trust, thus the name of its beneficiary, in your filing cabinet at home. You record the deed in the county recorder's office in the county where the property is located. The deed is the document that transfers the property from its current owner, you for example, to your trust.

Again, the first thing you gain here is privacy. That is, the property is titled to a trust, not you. Why do we do this? Here is the answer. Before a law firm makes a plan to pursue an individual, they usually run an asset check to see what is within reach. This is as

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simple as searching public records to see what you own. Thus, with your property titled to properly drafted land trusts, your name won't come up in a routine asset search.

2. Asset & Liability Protection

So, we have addressed how to hide ownership of real estate through the use of land trusts. Next, we address **asset protection** and limiting **internal liability**. That is, liability your asset creates. We do this by establishing limited liability companies, that is, we file **LLCs.** For instance, a tenant or guest slips and falls. A loose wire causes a fire that injures someone. Someone trips on a loose carpet. Someone walking by who needs money intentionally injures themselves on your property. To protect yourself, the LLC is the most common candidate.

So, we make the LLC the beneficiary of the land trust holding the title to your **investment property.** Here we gain lawsuit and asset protection as well as tax and estate planning benefits. For tax purposes, for your **personal residence**, you will usually maintain the beneficiary position yourself, and not utilize a company. So, we use a land trust plus LLC for income property. We use a land trust alone for your personal residence.



3. Equity Stripping

One final measure that acts as a powerful deterrent to creditors is to set up a separate LLC and have it mortgage the equity in your investment property. This is a publicly recorded equity line of credit type of mortgage or deed of trust recorded in the county recorder's office against each property. Doing this strips the equity out of your properties.

Then, when the "bad thing" happens and you are in legal hot water we transition to phase two. Have you ever gotten a letter from a bank saying, in effect, "We just bought your mortgage so start making monthly payments to us now?" It is very common to have one bank buy a mortgage from another bank.

So, here is what we do. We first establish an offshore trust that is beyond the reach of the local courts. We have a lender offshore that will buy the mortgage and place the



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custodians require payments for their services that generally coincides with the value of the assets inside of your IRA in their custody. You agree that you are fully responsible for the payment of the fees to the custodian and nothing that LL collected up front for other services includes fees that the IRA custodian charges.

PUBLISHING REQUIREMENTS

Certain state laws require that a company publish its existence in a designated newspaper. LL may, at its sole option, perform this function for a client, especially if required of the incorporator or organizer of the entity. Statements on our website to the effect that the formation "Price includes publishing fees where required" means where required of the incorporator or organizer. LL will not publish or pay publication fees in certain states, including but not limited to, publication requirements of a New York Limited Liability Company. You are hereby made aware that if you request the formation of a New York LLC that publication requirements may be substantially more costly than the initial formation of the LLC itself and you will be responsible for these fees.

LEGAL or FINANCIAL ADVICE AND REPRESENTATION

LL is an internet publishing service. The materials at this website contain information of general application and are not intended to replace the advice of an attorney. While our staff expends great efforts to maintain and publish accurate information, State, Provincial and Federal laws are dynamic and constantly evolving. In addition, laws are open to different interpretations and greatly vary amongst different jurisdictions.

When using our service, you will be acting as your own attorney. LL completes information on the required forms based on the information you have provided to us in your "Request for Incorporation" or "LLC Formation" submission and files the requisite forms with the appropriate state, provincial or federal agency. By providing you with this service, LL, its advisors, agents, representatives, and employees are not rendering any legal, tax or otherwise professional advice or service, and no representations or warranties, express or implied, are given regarding the legal or other consequences resulting from the use of our services or forms.

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LL, its advisers, agents, representatives, and employees are not engaged in the practice of law and cannot provide you with legal advice. Although LL expends great efforts and respects the confidential nature of the information you are submitting to us, NO SPECIAL RELATIONSHIP or privilege exists between LL and you, including but not limited to any Attorney-Client relationship that might exist had you consulted with a licensed attorney.

If you speak with an attorney affiliated with LL, you agree that nothing should be taken as legal advice for any individual case or situation. LL and/or affiliated attorneys provide general information only, are not tax advisors, and have not and will not provide you with any legal, tax or compliance related advice with respect to our services. You will need to seek independent professional legal and tax advice. Most or all entities created LL are intended to be tax neutral and that any income earned, whether from a domestic or international entity, is reportable in the year earned regardless of whether or not such funds are withdrawn from the entity or repatriated in the case of international entities. Further, any information obtained from LL and/or affiliated companies and/or attorney(s) is not intended to create, and discussion, receipt, viewing or other director or indirect interaction does not constitute, an attorney-client relationship and any fees paid are not to be considered legal fees.

As with all important business matters, LL, its advisers, agents, representatives, and employees strongly recommend that you consult with an attorney licensed to practice law and a licensed CPA in the applicable jurisdiction in regards to the formation of your corporation, LLC, trust or other product or service we provide and its continued operations.

FEES, PAYMENT AND TERM

As consideration for the services you have selected, you agree to pay us the applicable service(s) fees. All fees payable hereunder are nonrefundable unless we provide otherwise. As further consideration for the Services, you agree to: (1) provide certain current, complete and accurate information about you as required by the application process and (2) maintain and update this information as needed to keep it current, complete and accurate. All such information shall be referred to as account information ("Account Information").

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GOVERNING LAW

This Agreement is entered into in the US state of Florida and shall be construed in accordance with the laws of Florida, exclusive of its choice of law rules. Each party to this Agreement submits to the exclusive jurisdiction of the State and Federal Courts having jurisdiction in the County of Broward in the state of Florida, and waives any jurisdictional, venue, or inconvenient forum objections to such courts. In any action to enforce this Agreement, the prevailing party will be entitled to reasonable court costs and attorney fees.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between you and LL and supersedes any prior agreement, whether oral or written, between you and LL.

–Thank you for choosing Lawyers Limited and our affiliated brands as your filing service.

Please feel free to contact us with any questions or concerns you may have.

Lawyers Limited
4699 N. Federal Hwy, Suite 101
Pompano Beach, FL 33064
USA
Toll-Free: +1-888-234-4949
Direct/Int'l:+1-661-310-2930
FAX: 661-259-7727
Electronic contact: Complete inquiry form on this page

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF BEAUFORT	)	CIVIL ACTION NO.: 2021-CP-07-01953
BLUE BELL HOLDINGS, LLC,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	**PLAINTIFF'S STANDARD INTERROGATORIES TO DEFENDANT, GARY C. JOHNSON**
	)	
GARY C. JOHNSON,	)	
	)	
Defendant.	)	
	)	

TO: ELIZABETH J. PALMER, ESQUIRE, ATTORNEY FOR DEFENDANT:

Blue Bell Holdings, LLC, hereinafter "Plaintiff," requests that Gary C. Johnson, hereinafter "Defendant," answer under oath the Standard Interrogatories hereinafter set forth within thirty (30) days after the serving thereof in accordance with Rule 33 of the South Carolina Rules of Civil Procedure.

1. Give the names and addresses of persons known to the parties or counsel to be witnesses concerning the facts of the case and indicate whether or not written or recorded statements have been taken from the witnesses and indicate who has possession of such statements.

2. Set forth a list of photographs, plats, sketches or other prepared documents in possession of the party that relate to the claim or defense in the case.

3. Set forth the names and addresses of all insurance companies which have liability insurance coverage relating to the claim and set forth the number or numbers of the policies involved and the amount or amounts of liability coverage provided in each policy.

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4. Set forth an itemized statement of all damages, exclusive of pain and suffering, claimed to have been sustained by the party.

5. List the names and addresses of any expert witnesses whom the party proposes to use as a witness at the trial of the case.

6. For each person known to the parties or counsel to be a witness concerning the facts of the case, set forth either a summary sufficient to inform the other party of the important facts known to or observed by such witness, or provide a copy of any written or recorded statements taken from such witnesses.

7. If the defendant is improperly identified, give the proper identification and state whether counsel will accept service of an amended summons and pleading reflecting the correct information.

TWENGE + TWOMBLEY LAW FIRM

By: _____

J. ASHLEY TWOMBLEY
S.C. Bar #72916
311 Carteret Street
Beaufort, SC 29902
Attorney for Plaintiff
(843) 982-0100
twombley@twlawfirm.com

Beaufort, South Carolina

December 9, 2022

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CERTIFICATE OF MAILING

The undersigned, Andrea Smith, hereby avers that she is the Paralegal to TWENGE + TWOMBLEY LAW FIRM, Attorneys for Plaintiff, and that on the 9th day of December 2022 a true and accurate copy of the attached was placed in an envelope with first class postage thereon prepaid through the United States Postal Service, and mailed to all counsel of record as follows:

Elizabeth J. Palmer, Esquire
Saxton & Stump
151 Meeting Street, Suite 350
Charleston, SC 29401
(843) 277-8034
ep@saxtonstump.com
Attorney for Defendant, Gary C. Johnson

BY: _____
Andrea Smith, Paralegal to
TWENGE + TWOMBLEY LAW FIRM

ELECTRONICALLY FILED - 2023 Mar 10 9:12 AM - BEAUFORT - COMMON PLEAS - CASE#2022CP0702454

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF BEAUFORT	)	CIVIL ACTION NO.: 2021-CP-07-01953
BLUE BELL HOLDINGS, LLC,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	**PLAINTIFF'S SECOND SET OF INTERROGATORIES TO DEFENDANT, GARY C. JOHNSON**
	)	
GARY C. JOHNSON,	)	
	)	
Defendant.	)	
	)	

TO: ELIZABETH J. PALMER, ESQUIRE, ATTORNEY FOR DEFENDANT:

Blue Bell Holdings, LLC, hereinafter "Plaintiff," requests that Gary C. Johnson, hereinafter "Defendant," answer under oath the Second Set of Interrogatories hereinafter set forth within thirty (30) days after the serving thereof in accordance with Rule 33 of the South Carolina Rules of Civil Procedure.

I. INSTRUCTIONS

A. These Interrogatories shall be deemed continuing so as to require supplemental answers if you or your attorneys obtain further information between the time answers are served and the time of trial.

B. All answers should be made separately, fully, and completely. When an interrogatory calls for an answer in more than one part, each part should be separated so that the answer is clearly understandable.

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C. If any of these interrogatories cannot be answered in full, you must answer to the fullest extent possible, specifying the reasons for your inability to answer the remainder, and stating whatever information, knowledge or belief you do have concerning the unanswered portion.

II. DEFINITIONS

The following terms shall have the meanings stated below:

A. "Document" means every writing or record (whether an original or a copy) of every type and description that is or has been in your possession, custody, or control or of which you have knowledge, including those in electronic form; and every copy of every such writing or record where such copy is not an identical copy of an original or where such copy contains any commentary or notation whatsoever that does not appear on the original. The term "documents" shall also include any summary of a document or documents called for hereinafter.

B. "Plaintiff" means Blue Bell Holdings, LLC, the named Plaintiff in this action.

C. "Defendant" means Gary C. Johnson, the named Defendant in the action.

D. "And" and "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of this request any document that otherwise might be outside the scope of this request.

E. "Referring to," "relating to," "regarding," and "evidencing," as used herein mean in whole or in part discussing, describing, reflecting, memorializing, containing, comprising, analyzing, studying, reporting on, commenting on, evidencing, constituting, embodying, identifying, stating, considering, recommending, setting forth, concerning, dealing with, or in any way pertaining to.

III. INTERROGATORIES

1. Set forth the name of each and every corporate entity, partnership, limited liability company, or other entity or association of any kind in which you have or otherwise own any

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interest, manage in any way, or otherwise have or had a connection or association with during the past thirteen (13) years. Include the name of the entity, the nature of your relationship and position with the entity, when the relationship began and ended, why the relationship began and ended, the purpose of the entity, and all owners, managers, shareholders, stockholders, interest holders, or other agents of the entity.

2. Identify each and every bank, investment or other financial account for which you have or had signature authority at any time during the past thirteen (13) years, including in your response the name of the bank, the name of the account holder, the bank account number, the time period in which you have had signature authority over the account, and if you no longer have signature authority, when and why it ended.

3. From October 26, 2021 until the present time, set forth every asset with a value of over $5,000 that you have sold, assigned, transferred, mortgaged, traded, pledged, gifted, surrendered, or otherwise disposed of or encumbered including in your response a description of the transaction, the names of any other individuals or entities that were parties to the transactions or otherwise participated or had knowledge of the transaction, the purpose the transaction, and the name of any lawyer or law firm who had knowledge of the transaction.

4. For each entity identified in response to Interrogatory Number 1, set forth every asset with a value of over $5,000 that the entity sold, assigned, transferred, mortgaged, traded, pledged, gifted, surrendered, or otherwise disposed of or encumbered including in your response a description of the transaction, the names of any other individuals or entities that were parties to the transaction or otherwise participated in the transaction when it occurred, who approved the transaction, the purpose of the transaction, and the role you played related to the transaction.

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5. Since the time you received notice of this suit, set forth every asset with a value of over $5,000 that the entities identified in response to interrogatory number 1 has sold, transferred, mortgaged, assigned, traded, pledged, surrendered, or otherwise disposed of or encumbered including in your response a description of the transaction, the names of any other individuals or entities that were parties to the transaction or otherwise participated in the transaction, when the transaction occurred, the consideration you (or any entity in which you have an association) provided related to the transaction.

6. Set forth the name and address for any lawyer or law firm that has represented you or provided legal advice to you at any time since 2009 and include a basic non-privileged description of the subject matter of the representation, when the representation began, and when the representation ended.

7. Set forth the name and address for any lawyer or law firm that has represented any entity identified in response to Interrogatory Number 1 and include a basic non-privileged description of the subject matter of the representation, when the representation began, and when the representation ended.

8. If you borrowed money, or attempted to borrow money, from a bank or other financial institution since 2009, or if you signed a personal guarantee in any way related to a loan or potential loan since 2009, set forth the name of the bank or financial institution that you dealt with.

9. Set forth your net worth and include in your response how you calculated your net worth and all documents you consulted or otherwise used to arrive at your net worth and any individuals you consulted to arrive at your net worth.

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10. Set forth a list of all computers, cell phones, laptops, iPads, cell phone numbers, cell phone carriers, email accounts, and social medial accounts, that you have utilized since 2009. For any device (phone, iPad, computer), indicate the current location of the device and whether it is in your possession, custody and control – and if not, who has possession, custody and control of the device at this time.

11. For each piece of parcel of property identified on Exhibit A, set forth the current value of each parcel.

12. If you have previously held any opinion as to the value of any parcel of property identified on Exhibit A, set forth all such opinions.

13. If you believe that you have any financial obligations or owe any debts to Plaintiff, David Brosman (or associated LLCs or entities), 30 Haul Away, LLC, Island Funding, LLC, or 6 Shelley Court, LLC for any reason, set forth the amount you contend you owe/what the financial obligation is, when the debt/obligation arose, and when you plan to pay back the obligation/debt.

14. Provide a list of all gifts made over $5,000 in value over the past 13 years.

TWENGE + TWOMBLEY LAW FIRM

By: _____

J. ASHLEY TWOMBLEY
S.C. Bar #72916
311 Carteret Street
Beaufort, SC 29902
Attorney for Plaintiff
(843) 982-0100
twombley@twlawfirm.com

Beaufort, South Carolina

December 9, 2022

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CERTIFICATE OF MAILING

The undersigned, Andrea Smith, hereby avers that she is the Paralegal to TWENGE + TWOMBLEY LAW FIRM, Attorneys for Plaintiff, and that on the 9th day of December 2022 a true and accurate copy of the attached was placed in an envelope with first class postage thereon prepaid through the United States Postal Service, and mailed to all counsel of record as follows:

Elizabeth J. Palmer, Esquire
Saxton & Stump
151 Meeting Street, Suite 350
Charleston, SC 29401
(843) 277-8034
ep@saxtonstump.com
Attorney for Defendant, Gary C. Johnson

BY: _____
Andrea Smith, Paralegal to
TWENGE + TWOMBLEY LAW FIRM

Owner	Property Address/ Legal Description	County	Property ID
Island Funding, LLC	LT 24 ST HELENA ISLAND	Beaufort	R300 018 000 0209 0000
Island Funding, LLC	20 KATO LN	Beaufort	R100 024 000 0135 0000
Island Funding, LLC	11.96 AC POR of Block W, Rose Hill Plantation	Beaufort	R600 031 000 0101 0000
Island Funding, LLC	713 MAY RIVER RD	Beaufort	R600 038 000 004B 0000
Island Funding, LLC	7 CALLISON LN, Town of Bluffton	Beaufort	R610 038 000 0020 0000
Island Funding, LLC	20 MARTHA BROWN CIR, Town of Bluffton	Beaufort	R610 039 000 0045 0000
Island Funding, LLC	30 MARTINANGEL LN	Beaufort	R800 025 00A 0030 0000
Island Funding, LLC	0 Wilhelmina Dr.	Charleston	2000000084
Island Funding, LLC	1172 HONEY HILL RD	Jasper	029-00-02-080
30 Haul Away, LLC	0 FOLLY RD	Charleston	3341000012
30 Haul Away, LLC	MARY ANN POINT RD	Charleston	2810000246
30 Haul Away, LLC	1061 DUNBAR CT	Aiken	036-09-01-021
30 Haul Away, LLC	383 SHILOH HEIGHTS RD	Aiken	119-13-12-006
30 Haul Away, LLC	80 JOHNSON LANDING	Beaufort	R200 004 000 0367 0000
30 Haul Away, LLC	OLD FISH HAUL PLANT PAR B PB35 P249	Beaufort	R510 004 000 0292 0000
30 Haul Away, LLC	155 DILLION RD Unit 2225	Beaufort	R510 005 000 020B 2225
30 Haul Away, LLC	APT 143 SEA CABIN PHIII 09-04-1980	Beaufort	R552 015 000 0225 0143
30 Haul Away, LLC	160 SIMMONSVILLE RD, Town of Bluffton	Beaufort	R610 031 000 019B 0000

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF BEAUFORT	)	CIVIL ACTION NO.: 2021-CP-07-01953
	)	
BLUE BELL HOLDINGS, LLC,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	**PLAINTIFF'S FIRST SET OF REQUESTS FOR PRODUCTION TO DEFENDANT, GARY C. JOHNSON**
	)	
GARY C. JOHNSON,	)	
	)	
Defendant.	)	
	)	

TO: ELIZABETH J. PALMER, ESQUIRE, ATTORNEY FOR DEFENDANT:

Blue Bell Holdings, LLC, hereinafter "Plaintiff," requests that Gary C. Johnson, hereinafter "Defendant," within thirty (30) days from the date of service hereof, produce for inspection, copying or for any purpose within the scope of Rule 34 of the South Carolina Rules of Civil Procedure, the following documents or things which are in or may be in possession, custody or control of Defendant, Defendant's agents, servants or attorneys:

I. INSTRUCTIONS

Plaintiff incorporates by reference, as if fully set forth herein, the instructions contained in S.C.R.C.P. 34, and in supplement thereof states the following:

A. Possession, Custody, or Control. Defendant is requested to produce all documents requested below that are in its possession, custody, or control, or are otherwise known or available to Defendant, whether located in Defendant's files, or the files of Defendant's employer, agents, managers, supervisors, or co-workers.

B. Manner of Objections and Inability to Respond. If Defendant objects to part of a request, Defendant should state the objection and answer the remaining portion of the request. If any

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of the following requests cannot be responded to in full after exercising due diligence to secure the necessary information, please so state and answer to the extent possible, specifying Defendant's inability to answer the remainder, and stating whatever information Defendant has concerning the unanswered portions. If Defendant's responses are qualified in any particular way, please set forth the details of such qualifications.

C. Documents No Longer In Defendant's Possession, Custody, or Control. Whenever production is requested of a document that is no longer in the possession, custody, or control of Defendant, Defendant's representatives, or agents, Defendant's responses should identify the document by name, number, form or description, and by date made. Defendant should also state when the document was most recently in Defendant's possession, custody, or control, the disposition made of the document, and the identity of the person or persons now in possession, custody, or control of such document. If the document has been destroyed, the response should state the reason for its destruction and the identity of the person or persons who destroyed the document as well as who directed that the document be destroyed.

D. Manner of Production. The documents produced pursuant to these requests shall be separately produced for each paragraph of the request or, in the alternative, shall be identified as complying with the particular paragraph or paragraphs to which they are responsive.

E. Privileged Documents. If Defendant asserts attorney-client, work product, or any other privilege as to a document requested, then he shall provide an identification of each such document, including the nature of the document, the sender, the author, the recipient of each copy, the date, the name of each person to whom the original of any copy was circulated, the basis for assertion of privilege, and a summary statement of the subject matter of the document sufficient to allow the Court to reach a determination as to said privilege.

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F. Singular and Plural Forms. Whenever appropriate, the singular form of a word should be read in the plural so as to bring within the scope of these production requests any information which might otherwise be construed to be outside the scope.

G. Supplementation of Responses. These requests are deemed to be continuing to the extent permitted by S.C.R.C.P. 26. Plaintiff makes the demand upon Defendant that, if at any later date Defendant obtains additional responsive documents different from those produced in response to these requests, Defendant should promptly notify Plaintiff of the existence of such documents and permit their inspection and copying within a reasonable time.

II. DEFINITIONS

The following terms shall have the meanings stated below:

A. "Document" means every writing or record (whether an original or a copy) of every type and description that is or has been in your possession, custody, or control or of which you have knowledge, **including those in electronic form**; and every copy of every such writing or record where such copy is not an identical copy of an original or where such copy contains any commentary or notation whatsoever that does not appear on the original. The term "documents" shall also include any summary of a document or documents called for hereinafter.

B. "Plaintiff" means Blue Bell Holdings, LLC, the named Plaintiff in this action.

C. "Defendant" means Gary C. Johnson, the named Defendant in the action.

D. "And" and "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of this request any document that otherwise might be outside the scope of this request.

E. "Referring to," "relating to," "regarding," and "evidencing," as used herein mean in whole or in part discussing, describing, reflecting, memorializing, containing, comprising, analyzing,

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studying, reporting on, commenting on, evidencing, constituting, embodying, identifying, stating, considering, recommending, setting forth, concerning, dealing with, or in any way pertaining to.

III. REQUESTS FOR PRODUCTION

1. All documents and data you used, consulted, or otherwise viewed when responding to Plaintiff's interrogatories.

2. All emails and text messages with Stephen Halpern during the past 20 years.

3. All emails and text messages to Holly Angel.

4. All financial records and emails, text messages, letters, correspondence, or other form of recordable communications in any way related to the Everglades boat (Hull ID # RJD00881G607) and the attached Honda outboard motor (serial # BAGJ1403759) and the 2014 insurance claim related to the aforementioned boat.

5. All books, records, meeting minutes, emails, text messages, letters, notes, or any other records any of kind in any way related to Dr. David Brosman, Blue Bell, ___Island Funding, LLC; 30 Haul Away, LLC; Ocean Trust, LLC; Shoreline Funding, LLC; 6 Shelley Court LLC; and Johnson Halpern Partnership.

6. All individual tax returns, and supporting documentation, from 2009 until the present.

7. All tax returns for and any entity identified in response to interrogatory number 1 from 2009 through the current time, including all supporting documentation.

8. All loan applications or credit applications you have prepared, submitted or signed to borrow money during the past 13 years.

9. All declarations pages and policies of insurance for any property (real or personal) you have insured during the past 13 years.

10. All declarations pages and policies of insurance for any entity identified in response to interrogatory number 1 that provide any form of insurance coverage during the past 13 years.

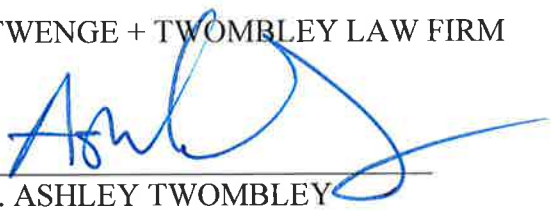
11. All credit reports for you obtained at any time during the past 13 years.

12. Produce a signed copy of Exhibit B, IRS tax return authorization.

13. A privilege log for all documents withheld for any reason.

These Requests for Production continue and must be supplemented until conclusion of case.

TWENGE + TWOMBLEY LAW FIRM

By: 

J. ASHLEY TWOMBLEY
S.C. Bar #72916
311 Carteret Street
Beaufort, SC 29902
Attorney for Plaintiff
(843) 982-0100
twombley@twlawfirm.com

Beaufort, South Carolina

December 9, 2022

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CERTIFICATE OF MAILING

The undersigned, Andrea Smith, hereby avers that she is the Paralegal to TWENGE + TWOMBLEY LAW FIRM, Attorneys for Plaintiff, and that on the 9th day of December 2022 a true and accurate copy of the attached was placed in an envelope with first class postage thereon prepaid through the United States Postal Service, and mailed to all counsel of record as follows:

Elizabeth J. Palmer, Esquire
Saxton & Stump
151 Meeting Street, Suite 350
Charleston, SC 29401
(843) 277-8034
ep@saxtonstump.com
Attorney for Defendant, Gary C. Johnson

BY: 

Andrea Smith, Paralegal to
TWENGE + TWOMBLEY LAW FIRM

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Form **4506**

(Novmeber 2021)

Department of the Treasury
Internal Revenue Service

Request for Copy of Tax Return

▶ **Do not sign this form unless all applicable lines have been completed.**
▶ **Request may be rejected if the form is incomplete or illegible.**
▶ **For more information about Form 4506, visit *www.irs.gov/form4506*.**

OMB No. 1545-0429

Tip: Get faster service: Online at www.irs.gov, **Get Your Tax Record** (Get Transcript) or by calling **1-800-908-9946** for specialized assistance. We have teams available to assist. **Note:** Taxpayers may register to use Get Transcript to view, print, or download the following transcript types: **Tax Return Transcript** (shows most line items including Adjusted Gross Income (AGI) from your original Form 1040-series tax return as filed, along with any forms and schedules), **Tax Account Transcript** (shows basic data such as return type, marital status, AGI, taxable income and all payment types), **Record of Account Transcript** (combines the tax return and tax account transcripts into one complete transcript), **Wage and Income Transcript** (shows data from information returns we receive such as Forms W-2, 1099, 1098 and Form 5498), and **Verification of Non-filing Letter** (provides proof that the IRS has no record of a filed Form 1040-series tax return for the year you request).

1a Name shown on tax return. If a joint return, enter the name shown first.	**1b First social security number on tax return, individual taxpayer identification number, or employer identification number (see instructions)**
Gary C. Johnson	[redacted]
2a If a joint return, enter spouse's name shown on tax return.	**2b Second social security number or individual taxpayer identification number if joint tax return**

3 Current name, address (including apt., room, or suite no.), city, state, and ZIP code (see instructions)

4 Previous address shown on the last return filed if different from line 3 (see instructions)

5 If the tax return is to be mailed to a third party (such as a mortgage company), enter the third party's name, address, and telephone number.
J. Ashley Twombley, Twenge + Twombley Law Firm, 311 Carteret Street, Beaufort, SC 29902 (843) 982-0100

Caution: If the tax return is being sent to the third party, ensure that lines 5 through 7 are completed before signing. (see instructions).

6 **Tax return requested.** Form 1040, 1120, 941, etc. and all attachments as originally submitted to the IRS, including Form(s) W-2, schedules, or amended returns. Copies of Forms 1040, 1040A, and 1040EZ are generally available for 7 years from filing before they are destroyed by law. Other returns may be available for a longer period of time. Enter only one return number. If you need more than one type of return, you must complete another Form 4506. ▶ 1040

Note: If the copies must be certified for court or administrative proceedings, check here . . . . . ☑

7 **Year or period requested.** Enter the ending date of the tax year or period using the mm/dd/yyyy format (see instructions).

12 / 31 / 2009	12 / 31 / 2010	12 / 31 / 2011	12 / 31 / 2012
12 / 31 / 2013	12 / 31 / 2014	12 / 31 / 2015	12 / 31 / 2016

8	**Fee.** There is a $43 fee for each return requested. **Full payment must be included with your request or it will be rejected. Make your check or money order payable to "United States Treasury." Enter your SSN, ITIN, or EIN and "Form 4506 request" on your check or money order.**	
a	Cost for each return	$
b	Number of returns requested on line 7	8
c	Total cost. Multiply line 8a by line 8b	$ 344.00

9 If we cannot find the tax return, we will refund the fee. If the refund should go to the third party listed on line 5, check here . . . . . ☑

Caution: Do not sign this form unless all applicable lines have been completed.

Signature of taxpayer(s). I declare that I am either the taxpayer whose name is shown on line 1a or 2a, or a person authorized to obtain the tax return requested. If the request applies to a joint return, at least one spouse must sign. If signed by a corporate officer, 1 percent or more shareholder, partner, managing member, guardian, tax matters partner, executor, receiver, administrator, trustee, or party other than the taxpayer, I certify that I have the authority to execute Form 4506 on behalf of the taxpayer. **Note:** This form must be received by IRS within 120 days of the signature date.

☐ **Signatory attests that he/she has read the attestation clause and upon so reading declares that he/she has the authority to sign the Form 4506.** See instructions.

Phone number of taxpayer on line 1a or 2a [redacted]

Sign Here

Signature (see instructions) — Date

Gary C. Johnson
Print/Type name — **Title** (if line 1a above is a corporation, partnership, estate, or trust)

Spouse's signature — Date

Print/Type name

For Privacy Act and Paperwork Reduction Act Notice, see page 2. Cat. No. 41721E Form **4506** (Rev. 11-2021)

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Form **4506**

(Novmeber 2021)

Department of the Treasury
Internal Revenue Service

Request for Copy of Tax Return

▶ **Do not sign this form unless all applicable lines have been completed.**
▶ **Request may be rejected if the form is incomplete or illegible.**
▶ **For more information about Form 4506, visit *www.irs.gov/form4506*.**

OMB No. 1545-0429

Tip: Get faster service: Online at www.irs.gov, **Get Your Tax Record** (Get Transcript) or by calling **1-800-908-9946** for specialized assistance. We have teams available to assist. **Note:** Taxpayers may register to use Get Transcript to view, print, or download the following transcript types: **Tax Return Transcript** (shows most line items including Adjusted Gross Income (AGI) from your original Form 1040-series tax return as filed, along with any forms and schedules), **Tax Account Transcript** (shows basic data such as return type, marital status, AGI, taxable income and all payment types), **Record of Account Transcript** (combines the tax return and tax account transcripts into one complete transcript), **Wage and Income Transcript** (shows data from information returns we receive such as Forms W-2, 1099, 1098 and Form 5498), and **Verification of Non-filing Letter** (provides proof that the IRS has no record of a filed Form 1040-series tax return for the year you request).

1a Name shown on tax return. If a joint return, enter the name shown first.	**1b First social security number on tax return, individual taxpayer identification number, or employer identification number (see instructions)**
Gary C. Johnson	[redacted]
2a If a joint return, enter spouse's name shown on tax return.	**2b Second social security number or individual taxpayer identification number if joint tax return**

3 Current name, address (including apt., room, or suite no.), city, state, and ZIP code (see instructions)

4 Previous address shown on the last return filed if different from line 3 (see instructions)

5 If the tax return is to be mailed to a third party (such as a mortgage company), enter the third party's name, address, and telephone number.
J. Ashley Twombley, Twenge + Twombley Law Firm, 311 Carteret Street, Beaufort, SC 29902 (843) 982-0100

Caution: If the tax return is being sent to the third party, ensure that lines 5 through 7 are completed before signing. (see instructions).

6 **Tax return requested.** Form 1040, 1120, 941, etc. and all attachments as originally submitted to the IRS, including Form(s) W-2, schedules, or amended returns. Copies of Forms 1040, 1040A, and 1040EZ are generally available for 7 years from filing before they are destroyed by law. Other returns may be available for a longer period of time. Enter only one return number. If you need more than one type of return, you must complete another Form 4506. ▶ 1040

Note: If the copies must be certified for court or administrative proceedings, check here . . . . . ☑

7 **Year or period requested.** Enter the ending date of the tax year or period using the mm/dd/yyyy format (see instructions).

12 / 31 / 2017	12 / 31 / 2018	12 / 31 / 2019	12 / 31 / 2020
12 / 31 / 2021	12 / 31 / 2022	/ /	/ /

8 **Fee.** There is a $43 fee for each return requested. **Full payment must be included with your request or it will be rejected. Make your check or money order payable to "United States Treasury." Enter your SSN, ITIN, or EIN and "Form 4506 request" on your check or money order.**

a	Cost for each return	$
b	Number of returns requested on line 7	6
c	Total cost. Multiply line 8a by line 8b	$ 258.00

9 If we cannot find the tax return, we will refund the fee. If the refund should go to the third party listed on line 5, check here . . . . . ☑

Caution: Do not sign this form unless all applicable lines have been completed.

Signature of taxpayer(s). I declare that I am either the taxpayer whose name is shown on line 1a or 2a, or a person authorized to obtain the tax return requested. If the request applies to a joint return, at least one spouse must sign. If signed by a corporate officer, 1 percent or more shareholder, partner, managing member, guardian, tax matters partner, executor, receiver, administrator, trustee, or party other than the taxpayer, I certify that I have the authority to execute Form 4506 on behalf of the taxpayer. **Note:** This form must be received by IRS within 120 days of the signature date.

☐ **Signatory attests that he/she has read the attestation clause and upon so reading declares that he/she has the authority to sign the Form 4506.** See instructions.

Phone number of taxpayer on line 1a or 2a [redacted]

Sign Here

▶ **Signature** (see instructions)	Date
▶ Gary C. Johnson Print/Type name	**Title** (if line 1a above is a corporation, partnership, estate, or trust)
▶ **Spouse's signature**	Date
▶ Print/Type name	

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE FOURTEENTH JUDICIAL CIRCUIT
COUNTY OF BEAUFORT	)	CASE NO: 2022-CP-07-02454
	)	
BLUE BELL HOLDINGS, LLC,	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
GARY C. JOHNSON, STEPHEN D. HALPERN, HOLLY A. ANGEL, HOLLY ANN, LLC, BELMONT PROPERTIES, LLC, THE JOHNSON HALPERN PARTNERSHIP, SHORELINE FUNDING, LLC, AND ORANGE CAPITAL, LLC (NEVIS)	)	
	)	
Defendants.	)	
	)	

DEFENDANT GARY C. JOHNSON'S OPPOSITION TO PLAINTIFF'S MOTION TO RECONSIDER AND/OR ALTER OR AMEND JUDGMENT

Plaintiff Blue Bell Holdings, LLC ("BBH") asks the Court to reconsider and/or alter or amend the March 8, 2023 Order, in which the Court denied both BBH's Motion to Stay Potential Decision Lifting Injunctive Relief and BBH's Motion to Convert Temporary Restraining Order into an injunction. The denial of these motions and the subsequent dissolution of the *Ex Parte* Temporary Restraining Order was proper and BBH identifies no compelling basis that would warrant reconsideration of these rulings. Therefore, the Court should deny the Motion to Reconsider and/or Alter or Amend Judgment in its entirety.

BRIEF FACTUAL AND PROCEDURAL HISTORY

On December 22, 2022, on BBH's application, the Court entered an *Ex Parte* Temporary Restraining Order against Defendant Gary C. Johnson ("Johnson"). This lawsuit, which BBH filed the same day the *Ex Parte* Order was entered, asserts claims for injunctive relief, civil conspiracy,

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and for fraudulent conveyances pursuant to the Statute of Elizabeth.[1] It is pending alongside an earlier filed lawsuit, in which BBH has sued to deny Johnson his rightful 50% interest in certain companies that Johnson's professional knowledge and experience and hard work have made profitable over the past 13+ years.

Since 1973, Johnson has been in the real estate industry in one capacity or the other with considerable success. Johnson Aff., ⁋ 2 (attached as Exhibit A to Johnson's Memo. in Opp. to TRO, filed 2/9/23). He and David Brosman, the predecessor in interest to BBH, met in or around 1992 and eventually formed a business partnership. Johnson Aff., ⁋ 5. Per the Verified Complaint, Johnson and Brosman formed three LLCs for the purpose of purchasing undervalued rental properties, placing the properties on the short-term rental market until the real estate market improved, then selling the properties at a profit. See Verified Complaint ("V.C."), ⁋ 15. Those three LLCs are: 30 Haul Away, LLC ("30HA") (formed on June 1, 2009); 6 Shelley Court, LLC ("6SC") (formed on December 11, 2009, now dissolved); and Island Funding, LLC ("IF") (formed on November 16, 2012) (collectively, the "LLCs"). V.C. ⁋⁋ 14, 17.

Throughout the course of their partnership, Johnson researched and identified nearly all of the potential property purchases, attended all of the tax sales and closings, managed the renovations and repairs related to the acquired properties, handled the day-to-day operations of the LLCs, and from time to time assumed management of the rental properties. Johnson Aff., ⁋ 11. For the properties the LLCs purchased out of foreclosure, Johnson was responsible for essentially

[1] BBH also asserts equitable claims for constructive trust, resulting trust, and accounting, all of which hinge on the Statute of Elizabeth claim.

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gutting them, hauling away garbage and debris, and picking up/delivering supplies and materials. Johnson Aff., ⁋ 45.[2]

At some point in 2016, Brosman assigned his interests in IF and 30HA to Nautique Holdings, LLC, a company that he formed in Nevis.[3] Johnson Aff., ⁋ 15. According to his son, Matthew Brosman, Esquire, this assignment was for "estate planning purposes." Johnson Aff., ⁋ 15 (referencing and attaching email from M. Brosman). In May of 2021, Brosman purportedly assigned his interests in IF and 30HA from Nautique Holdings, LLC, to BBH, for "new estate planning purposes." Johnson Aff., ⁋ 15.

At the time Brosman assigned his interests to BBH, he and Johnson had begun discussing the winding up of their business ventures. Johnson Aff., ⁋ 18. Johnson and Brosman's respective capital accounts were unbalanced at the time, and they decided that the properties that IF and 30HA owned would be sold and that the proceeds and other assets would be distributed to BBH until such time as the capital accounts were equal. Johnson Aff., ⁋ 18. Matthew Brosman, Esquire drafted resolutions to memorialize this agreement, which contracts Johnson and Brosman (as manager of BBH) signed in May and August of 2021. Johnson Aff., ⁋ 18 (attaching resolutions). Pursuant to the resolutions, Johnson and Brosman began selling property and distributing the

[2] Indeed, from the time Johnson and Brosman formed the first LLC, Johnson used his own Chevy truck to attend to the LLCs' business activities, which eventually all but destroyed the vehicle. Johnson Aff., ⁋ 45. Johnson and Brosman ultimately agreed that one of the LLCs would purchase a truck, a 2011 Ford F150, for Johnson to use for LLC-related work. Johnson Aff., ¶¶ 45, 46. The men agreed that Johnson would place the title of the truck in his name and be responsible for obtaining insurance. Johnson Aff., ⁋ 46. To the extent the Verified Complaint portrays this transaction as Johnson using company funds without Brosman's knowledge to purchase a car for himself, such allegation is completely false.

[3] It is not currently known whether this assignment was/is valid. Johnson is not in possession of the documentation required by the Operating Agreements of those companies to effectuate an assignment of interest, but has requested the same in discovery.

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proceeds and other assets, which activities resulted in approximately $2,500,000.00 worth of distributions to BBH between May and August of 2021. Johnson Aff., ⁋ 20.

Fewer than two months after the execution of these contracts, which characterized the funds Brosman contributed to the LLCs as "capital contributions," Brosman/BBH filed the separately pending lawsuit (the "First Lawsuit"), in which Brosman/BBH allege that those funds were actually loans, not capital, and therefore, that Johnson owes him millions of dollars in interest. As discussed in greater detail in the Opposition to the Motion for Temporary Restraining Order and in Johnson's attached affidavit, this claim is patently false. Additionally, the First Lawsuit disingenuously alleges that the principal amount owed on these "loans" or "unpaid advances," is approximately $3,000,000.00, which entirely fails to account for the nearly $2,500,000.00 in distributions (classified by the resolutions as returns of capital contributions) made to Brosman/BBH in the months that preceded the filing of the First Lawsuit. *See* First Lawsuit Complaint, pp. 6 & 9 (attached as Exhibit B to Johnson's Memo. in Opp. to TRO, filed 2/9/23); Johnson Aff., ⁋ 27.[4]

Brosman/BBH now allege in this lawsuit that Johnson is engaged in a scheme to conceal his assets by transferring property he owns into other LLCs and placing fraudulent mortgages on those properties. The crux of the allegations relates to "mortgages" that Johnson has given to Orange Capital, LLC, a Nevis company he formed. However, as will bear out through the course of this litigation, Johnson undertook this activity in response to the downturn in the economy and corresponding effects on the real estate market, so as to preserve his ability to raise cash from the

[4] BBH's 2021 K-1s (Ex. 7 to Johnson Affidavit) reflect that at the end of 2021, the total value of his IF and 30HA capital accounts, which include all funds contributed by Brosman (the same funds BBH now claims were advances/loans), was $1,351,262, a far cry from the $3mm claimed to be owed.

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equity in his properties for current and future projects and investments. Johnson Aff., ¶¶ 57, 61. Johnson's intention at all times has been to preserve his ability to raise capital in the face of increasing interest rates and a deflating real estate market. Johnson Aff., ⁋ 60.[5]

Contrary to the allegations set forth in the Verified Complaint, Johnson has taken no illegal action, let alone action "to escape a multimillion-dollar liability." Importantly, and as explained below, there is no "multimillion-dollar liability." The First Lawsuit is *pending* and, critically, BBH's claims are meritless.

Nonetheless, BBH applied *ex parte* for a temporary restraining order on December 22, 2022. Based on its one-sided and misleading presentation of facts, BBH secured the *Ex Parte* Temporary Restraining Order. Upon argument and briefing, however, the Court properly declined to convert the TRO into a preliminary injunction, determining that BBH had failed to demonstrate inadequate remedies at law or that irreparable harm would befall it absent an injunction. BBH now returns to the Court with the Motion to Reconsider and/or Alter or Amend Judgment (the "Motion"). Nothing of substance has changed since the Court issued its March 8 ruling and BBH still cannot meet the requirements necessary for the unfounded and extraordinary relief it seeks.

ARGUMENT

Motions for reconsideration will not be granted absent "highly unusual circumstances." *U.S. ex rel. Becker v. Washington Savanah River Co.*, 305 F.3d 284, 290 (4th Cir. 2002) (stating

[5] Johnson learned of the idea of forming a Nevis-based company from Brosman and Brosman's son. Johnson Aff., ⁋ 56. Johnson then retained Lawyers Limited to assist him in creating Orange Capital, LLC. Johnson Aff., ⁋ 59. Lawyers Limited also prepared the "Mortgages," which Johnson recorded on his properties, and which in fact are lines of credits. Johnson Aff., ⁋ 59. Of note, no equity has been taken out of any of the properties – the balance on each line of equity is $0. Johnson Aff., ⁋ 62.

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that simple disagreements with the court's ruling will not support Rule 59(e) relief); *see also Elam v. S.C. Dep't of Transp.*, 361 S.C. 9, 21, 602 S.E.2d 772, 779 (2004) ("Rule 59(e) in the South Carolina and federal rules of civil procedure is practically identical."). Courts have recognized three circumstances in which a court should grant a Rule 59(e) motion: (1) to accommodate an intervening change in controlling law; (2) to account for new evidence not available at trial; or (3) to correct a clear error of law or prevent manifest injustice." *Hutchinston v. Staton*, 994 F.2d 1076, 1081 (4th Cir. 1993). Importantly, a motion for reconsideration is not a vehicle to re-litigate previously raised issues or "to raise argument or present evidence that could have been presented prior to the entry of judgment." *Dash v. Mayweather*, C/A No. 3:10-1036-JFA, 2010 U.S. Dist. LEXIS 95277, *2 (D.S.C. Sept. 13, 2010) (quoting *Exxon Shipping Co. v. Baker*, 554 U.S. 471, n.5 (2008)).

An injunction is an equitable remedy; as such, it is available only where no remedy at law exists or where the legal remedy would fail to make the party whole. *MailSource, LLC v. M.A. Bailey & Assocs.*, 356 S.C. 363, 369–70, 588 S.E.2d 635, 639 (Ct. App. 2003).

> The general rule is that an injunction should be granted only where some irreparable injury is threatened for which there is no adequate remedy at law. Whether a wrong is irreparable in the sense that equity may intervene, and whether there is an adequate remedy at law for a wrong, are questions that are not decided by narrow and artificial rules.

Id. (quoting *Cartee v. Lesley*, 286 S.C. 249, 256, 333 S.E.2d 341, 345 (Ct. App. 1985) (citations omitted) (holding that a "complaint fails to state a cause of action for injunctive relief unless facts are alleged which show that the plaintiff has no adequate and complete remedy at law").

BBH takes issue with the Court's findings regarding adequate legal remedies and the failure to show irreparable harm. BBH bears the burden of proving both elements. *Poynter Invs., Inc. v. Century Builders of Piedmont, Inc.*, 387 S.C. 583, 586–87, 694 S.E.2d 15, 17 (2010). It

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failed to make the requisite showing in support of its motion to stay and motion to convert and it offers no new evidence in the present Motion. Accordingly, the Court should not disturb its ruling.

BBH also notes the absence of any Court findings with respect to Plaintiff's argument regarding likelihood of success on the merits, and asserts, "[p]resumably, the Court agreed Plaintiff made the required showing necessary to establish the likelihood of success on the merits on its Statute of Elizabeth claim and other elements necessary to establish an injunction." Motion, ¶ 18 n.3. Johnson will address the glaring deficiencies of this argument first. But, as an initial point, it bears emphasizing that BBH has moved for injunctive relief in *this* case, not in the First Lawsuit. Therefore, BBH must make the requisite showings—likelihood of success on the merits, irreparable harm absent the relief, and lack of adequate remedy at law—with respect to this case. As explained in Johnson's prior briefs and again below, this, BBH cannot do.

I. Plaintiff cannot show likelihood of success on the merits of the Verified Complaint's causes of action.

In addition to the claim for injunctive relief, BBH asserts a Statute of Elizabeth claim and a claim for civil conspiracy. The allegations BBH relies on to support these claims range no further than pure speculation that Johnson conspired with the other Defendants to engage in a series of fraudulent conveyances with the intent of avoiding a potential future indebtedness should the First Lawsuit result in a judgment against Johnson and in favor of BBH. Notably, with respect to the claim for civil conspiracy, the Court has already dismissed it, with leave to amend (Order filed 5/17/23), for failure to plead damages. With respect to the fraudulent conveyance cause of action, the Statute of Elizabeth provides:

> Every gift, grant, alienation, bargain, transfer, and conveyance of lands . . . for any intent or purpose to delay, hinder, or defraud creditors and others of their just and lawful actions, suits, debts, accounts, damages, penalties and forfeitures must be deemed and taken . . . to be clearly and utterly void . . . .

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S.C. Code Ann. § 27–23–10(A) (2007). BBH contends that "[b]ecause it was beyond dispute that Johnson was 1) indebted to Plaintiff at the time of the transfers and (2) the conveyances were voluntary, the only issue possibly in dispute related to the second method of proving a Statute of Elizabeth violation is whether Johnson failed to retain sufficient property to pay the indebtedness to the Plaintiff at the time of the transfers." Motion, ¶ 47. To the contrary, Johnson is not indebted to BBH—this is the very issue at the heart of the First Lawsuit—and without creditor status, BBH cannot succeed on a claim against Johnson to set aside fraudulent conveyances.

Under the Statute of Elizabeth, fraudulent conveyances may be set aside for existing creditors as well as for subsequent creditors. *Mathis v. Burton*, 460 S.E.2d 406, 408 (Ct. App. 1995). For an existing creditor, i.e., where the debt arises prior to the time of conveyance, fraudulent conveyances may be set aside in two instances:

> First, where the challenged transfer was made for a valuable consideration, it will be set aside if the plaintiff establishes that (1) the transfer was made by the grantor with the actual intent of defrauding his creditors; (2) the grantor was indebted at the time of the transfer; and (3) the grantor's intent is imputable to the grantee. Second, where the transfer was not made on a valuable consideration, no actual intent to hinder or delay creditors must be proven. Instead, as a matter of equity, the transfer will be set aside if the plaintiff shows that (1) the grantor was indebted to him at the time of the transfer; (2) the conveyance was voluntary; and (3) the grantor failed to retain sufficient property to pay the indebtedness to the plaintiff in full-not merely at the time of the transfer, but in the final analysis when the creditor seeks to collect his debt.

Id. Accord Oskin v. Johnson, 735 S.E.2d 459, 463 (S.C. 2012) ("In interpreting this statute, this Court has held conveyances shall be set aside under two conditions: First, where there was valuable consideration and the transfer is made by the grantor with the actual intent to defraud; and, second, where a transfer is made without actual intent to defraud but without valuable consideration").

For a subsequent creditor, i.e., someone who achieves creditor status subsequent to the time of conveyance, the conveyance may be set aside when "(1) the conveyance was 'voluntary,' that

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is, without consideration, and (2) it was made with a view to future indebtedness or with an actual fraudulent intent on the part of the grantor to defraud creditors." *Mathis*, 460 S.E.2d at 408. *Accord Judy v. Judy*, 742 S.E.2d 672, 675-76 (Ct. App. 2013). To determine whether a person is an existing creditor, the inception of the debt or obligation is the time that controls. *Matthews v. Montgomery*, 7 S.E.2d 841, 848 (1940).

In the First Lawsuit, filed in October 2021, BBH alleges that Johnson converted property from the LLCs, breached the operating agreements for the LLCs, and breached his fiduciary duty with respects to the LLCs. BBH seeks millions of dollars in damages, among other things. This prayer for damages is the only source of "debt" that BBH identifies in the Motion. *See* Motion, ¶ 47 n.6. However, the First Lawsuit is pending, that is, the court has not entered a judgment on behalf of any party. As presently there exists no judgment in favor of BBH against Johnson (nor is judgment likely), there is no debt enforceable by BBH against Johnson. There exist only allegations of wrongdoing, which, suffice to say, are strikingly one-sided. Accordingly, because Johnson is not in debt to BBH, BBH is neither an existing creditor nor a subsequent creditor. [6]

[6] There is no reason for Johnson to expect that the First Lawsuit will result in the entry of judgment against him. The primary claim in the First Lawsuit is that the money that Brosman contributed to the LLCs was debt and not equity and that he/BBH is entitled to interest. To succeed on this claim, BBH would have to establish that its contributions constituted loans, not capital contributions. BBH cannot make this showing because, primarily, in May and August of 2021, just months before the complaint in the First Lawsuit was filed, Brosman on behalf of BBH executed resolutions affirming that the contributions were, in fact, capital contributions. Johnson Aff., ⁋ 18 (attaching resolutions). Moreover, the Operating Agreements for 30HA and IF required the consent of all members before the LLCs could borrow money, see 30HA and IF Op. Agmts., ⁋ 6.1(G) (attached as Exhibit A to Verified Complaint); required that the LLCs lack sufficient funds to pay their obligations as a prerequisite to any member loaning money to the LLCs, Op. Agmts., ⁋ 4.5; and required that the obligation to pay interest on any loans belong to the LLCs—not any member, (Op. Agmts., ¶¶ 3.7, 4.5). Brosman never asked Johnson to consent to Brosman "loaning" money to the LLCs, and Johnson never would have agreed to it. Johnson Aff., ⁋ 28. There is no evidence that the LLCs lacked sufficient funds to pay their obligations at the time Brosman contributed the funds. And, pursuant to the Operating Agreements and state law, Johnson cannot be held liable for interest payments the LLCs owe. See S.C. Code Ann. § 33-44-303(a)

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The Motion bypasses these distinctions and summarily claims that Johnson was "indebted to Plaintiff at the time of the transfers," and quotes the elements of the test used for existing creditors. Motion, pp. 10-11. For support for the apparent contention that BBH is an existing creditor of Johnson's, BBH cites in a footnote the case *Matthews v. Montgomery*, 7 S.E.2d 841, *supra*. Motion, ¶ 47, n.6. *Matthews* involved a plaintiff who, following various unsuccessful efforts to collect her indebtedness from the defendants, sued defendants and, on December 21, 1933, received a verdict and judgment in her favor. Defendants, attempting to evade the plaintiff's efforts to collect on her debt, had conveyed several parcels of land prior to the entry of judgment against them. When the plaintiff was unable to execute on the judgment, she sued the defendants, again, for fraud arising from the conveyance of the parcels of land. The case was dismissed at the pleading stage but, on appeal, the court determined that the complaint clearly set forth a cause of action under the Statute of Elizabeth. *Id.* at 845-46.

The plain difference between the facts in *Matthews* and the facts here is that the defendants in *Matthews* were *indebted* to the plaintiff. At some point during the plaintiff's lengthy efforts to collect on the debt, the defendants caused their land to be conveyed to their son for grossly inadequate consideration through a tax sale and deed; then, when judgment was entered, the plaintiff was unable to execute on it. BBH does not have (and has not pointed to) any debt that Johnson owes it—BBH has identified only the hope of debt, based on allegations raised in the First Lawsuit. Thus, it is very much disputed that Johnson is now, or has ever been, indebted to BBH.

(members not liable for obligations of LLC); S.C. Code Ann. § 33-44-403(b), (c) (loans/advances by members of an LLC are obligations of the LLC). The remaining claims of the First Lawsuit are similarly flawed and, for the most part, are likely to be either waived or dismissed as untimely under the applicable statute of limitations. In short, the First Lawsuit is nothing more than a "money grab" to prevent Johnson from receiving his 50% share of the LLCs' assets.

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Without a presently enforceable debt, BBH cannot prevail on the Statute of Elizabeth claim. Having shown no likelihood of success on the merits of the claims asserted in the Verified Complaint, BBH is not entitled to the injunctive relief it seeks.

II. An Adequate Legal Remedy is Available

As just stated, BBH failed to identify any damages in support of the now dismissed civil conspiracy claim and it has shown no likelihood of success on the Statute of Elizabeth claim. Thus, because the Verified Complaint presents no prima facie showing of wrongdoing, there is no remedy in this case for BBH to ascertain. To the extent BBH's argument is focused instead on the availability of an adequate legal remedy in the First Lawsuit, it bears reminding that the request for injunctive relief (and the associated analysis) is confined to *this* lawsuit.

In any event, addressing BBH's concerns head on, BBH essentially contends that the prospect of a damages award, in either this or the First Lawsuit, is insufficient to make it whole for its alleged losses because Johnson *may*, during the pendency of the suits, become insolvent. This approach asks the Court to assume that (1) BBH will win the First Lawsuit and (2) that Johnson will not have sufficient assets to satisfy a judgment. *See* Motion, ¶ 24 (referencing "any legal remedy Plaintiff ***might*** obtain"), ¶ 30 ("Johnson ***may*** have transferred more assets"), ¶ 31 ("Johnson ***could*** liquidate his holdings"). Pure speculation cannot be used as a basis on which to disregard the plain existence of a legal remedy—damages.

Finally, the requested relief, for the Court to freeze Johnson's assets, poses more than mere inconvenience to Johnson, as BBH so flippantly suggests. It forces Johnson to withdraw from active engagement in a five-decade livelihood, which livelihood demands access to and use of his assets. The balance of harm this presents clearly favors Johnson, considering not only the nature of relief BBH requests but the fact that likelihood of success in both pending cases is so low.

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III. No Irreparable Harm

BBH's assertions regarding the danger of irreparable harm absent injunctive relief are merely extensions of the speculative and presumptive remarks raised in support of the adequacy of legal remedy argument. "An injunction is a drastic remedy issued by the court in its discretion to prevent irreparable harm suffered by the plaintiff." *Scratch Golf Co. v. Dunes W. Residential Golf Props., Inc.*, 361 S.C. 117, 121, 603 S.E.2d 905, 907 (2004). The United States Supreme Court has explained:

> The key word in this consideration is irreparable. Mere injuries, however substantial, in terms of money, time and energy necessarily expended in the absence of a stay, are not enough. The possibility that adequate compensatory or other corrective relief will be available at a later date, in the ordinary course of litigation, weighs heavily against a claim of irreparable harm.

Sampson v. Murray, 415 U.S. 61, 90 (1974). A plaintiff must demonstrate more than the mere possibility of irreparable harm; the plaintiff must demonstrate that irreparable injury is likely in the absence of an injunction. *Winter v. Natural Res. Def. Council, Inc.*, 555 U.S. 7 (2008).

BBH contends that it would be "irreparably harmed if Johnson engages in fraudulent transactions to voluntarily render himself judgment proof . . . ." Motion, ¶ 37. But, by virtue of the very state law that BBH relies on, i.e., the Statute of Elizabeth, Johnson cannot, as a matter of law, be liable for fraudulent conveyances where the entity challenging the conveyances is not a creditor. BBH is not a creditor of Johnson's.[7]

The *high* unlikelihood of BBH's success on the merits of its claims along with the speculative nature of the inadequacy of legal remedies and potential irreparable harm balanced

[7] As to BBH's comment that the speculative "harm" is "final, complete, and uncurable," Motion, ¶ 42, it is not. On the highly unlikely and unexpected occasion that BBH should assume creditor status with respect to Johnson, BBH can move to set aside anything it then wishes to allege is a fraudulent conveyance.

against the need to maintain the status quo and the very real hardship that the requested injunctive relief poses for Johnson leads to only one conclusion, that such extraordinary relief is not appropriate here.

CONCLUSION

For the above reasons, Defendant Gary C. Johnson respectfully requests that Plaintiff's Motion to Reconsider and/or Alter or Amend Judgment be denied.

SAXTON & STUMP, LLC

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May 30, 2023

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BLUE BELL HOLDINGS

vs

GARY C. JOHNSON

MOTION TO RECONSIDER

June 01, 2023

COASTAL COURT
REPORTING
AND VIDEO, INC.

Post Office Box 7349 Hilton Head, South Carolina 29938
Hilton Head - Beaufort - Savannah
843-785-7739 - Fax 843-785-5837

IN THE COURT OF COMMON PLEAS
STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

BLUE BELL HOLDINGS, LLC,

Plaintiff,

vs. CIVIL ACTION NUMBER
2022-CP-07-02454

GARY C. JOHNSON; STEPHEN D. HALPERN; HOLLY A. ANGEL; HOLLY ANN, LLC; BELMONT PROPERTIES, LLC; THE JOHNSON HALPERN PARTNERSHIP, SHORELINE FUNDING, LLC; AND ORANGE CAPITAL, LLC (NEVIS),

Defendants.

----------/

The MOTION TO RECONSIDER HEARING, via WEBEX videoconference, in the above styled case was taken pursuant to Notice and agreement, before Kyle J. Saniga, Certified Court Reporter and Notary Public with all parties at their respective locations, on the 1st day of June 2023, commencing at or about the hour of 2:03 p.m.

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THE COURT: Good afternoon then. We're here in 2022-CP-0702454. This is Blue Bell Holdings LLC versus Johnson et al, and this matter comes before me having to do with my denial of an injunction and a Motion to Reconsider and/or alter or amend judgement filed by the plaintiff March 10th 2023 and Mr. Twombley, I'm happy to hear from you, sir.

MR. TWOMBLEY: Thank you, Judge Dukes.

Yes, there are -- we have filed a Motion to Reconsider asking that Your Honor reconsider two of the orders that it entered.

The first order is the order denying the injunction that we requested.

And the second order is the order that denied our request that the Court withhold any potential decision to deny the injunction until further evidence was developed in discovery and that motion was denied as well.

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We did immediately file an appeal of both of those orders but then we asked for the Court of Appeals to remand the case back down to Your Honor solely for the purpose of allowing Your Honor to consider the motions to reconsider and the Court -- Court of Appeals granted that request, remanded the case and so we are -- that's why we're back before you now.

So, I have outlined, I think, my position in the law and in my motion.

I'm happy to answer any questions that Your Honor might have.

I -- you know, the order that the Court entered was limited to two grounds; the Court found that the original TRO that had been entered by the Court should not be converted into an injunction because the plaintiff, quote, cannot show a lack of an adequate remedy at law or irreparable harm.

And so those were the two grounds that the Court has set forth as to why

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we were not entitled to the injunction.
Now, I will point out that Ms. Palmer did file a response to our Motion to Reconsider and I will point out that she spends a significant amount of time addressing other issues. Issues of whether or not we are a creditor. Issues of whether or not a creditor has to reduce the debt to a judgement before they can succeed on a Statute of Elizabeth claim but those are not the grounds that the Court stated was the basis for the denial of the injunction.
The basis was that we lacked an or not only that we lacked it, I would point out that the Court said we've -- we couldn't show it. The plaintiff cannot show, not that we did not show a lack of adequate legal remedy of law or irreparable harm but that we cannot show it.
And that was quite significant to me because it -- you know, it states that I guess under this, you know,

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factual scenario a litigant would never be entitled to injunctive relief, not simply that dock -- or that Blue Bell had not shown a lack of an adequate legal remedy or irreparable harm.
I don't know any way to really address that other than to say respectfully I just don't understand what that possibly means.
Clearly, if Gary Johnson transfers all of his assets, transfers them to foreign companies and corporations, he encumbers all of his assets in a way that makes it difficult or not impossible for us to ever use them to satisfy a judgement or satisfy the debts that we're owed there is no remedy in the world that he could ever pursue that that would be adequate to him that would allow him to recover on the debt that we allege that he owes.
And I -- it's -- it's why we have a Statute of Elizabeth there. It's why people are not allowed to do this. You know, people engage in these fraudulent

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transactions for a reason.
The reason that they engage in them is because they want to try and render themselves judgement proof.
They want to make themselves perceive as if they're the opposite of a deep pocket. As if they are a shallow pocket or if they have no pocket at all.
And obviously if they -- if Mr. Johnson renders himself essentially judgement proof and we have no way to collect on our debts then we are harmed and we are harmed in a permanent irreversible way.
We will have a tooth tiger in the form of a piece of paper that says we are owed money and we will have no way to collect it.
Some of these transfers, most of these transfers involved Nevis offshore entities and even if the Court was of the opinion that well, you know, you might be able to track that down. Maybe you could go to Nevis. Maybe you

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could undo that stuff.
Even that were a possibility it would be much more difficult. It would take much more time. It would cost much more money for us to do that.
And so that remedy, even if one exists, would in, no way, be adequate and equal to the remedies that we're currently asking for, which is just an injunction.
We argue in our pleadings and I say that if the Court stands by its decision we may have to wait years. We may have to wait until a judgement is obtained. We may have to file an -- return. We may have to wait on supplemental proceedings to take place.
By this time they could be an extended complicated, even more complicated web of financial transactions and clearly that would be much more difficult, take much more time, cost much more money than the equitable remedy which we are requesting now.

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As Your Honor is aware, of course, that, you know, all of the transfers at issue here were voluntary transfers. No consideration was given.

You may recall at the very beginning of the last status conference Beth conceded that there was no consideration given for these transactions.

But of course it's possible that future transactions could be could involve consideration. They could involve innocent purchasers for value that changes the standard that makes it more difficult.

So there is simply just no way that we have a legal remedy that is adequate to the remedy that we are asking for now, which is just a temporary injunction to enjoin future transactions without court approval and I want to make sure I am crystal clear about this because I think it is very significant.

The plaintiff is not asking that

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Gary Johnson be prevented from doing anything he wants to do with his money and we're not asking that.

We're asking that if he wants to engage in a transaction and it is a good faith transaction for value that he disclose it to the Court and that the Court approve it.

And, of course, that would likely not even be necessary because if it was a good faith transaction that we agreed with and it was, you know, buying and selling of something to a good faith purchaser for money or whatever the situation might be we would consent to it.

Those are not the types of transactions that are at issues here and they're not the types of transactions that we are attempting to prevent in the future.

So, you know, number one, if the Court thinks that there's a legal remedy out there that is adequate and provides the same protection, the same

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efficiency of what we're asking for now I would love to know what that remedy is.

The South Carolina Supreme Court has said that the remedy has to be as practical, efficient, prompt, certain and complete to obtain the full end and justice of the case.

Okay, so if there's another remedy out there that we can bring such that three years from now if we get a judgement against Mr. Johnson that will be practical, efficient, prompt, certain, complete, obtain the full end and justice of the case is what we're asking for here I would please ask that -- that it be identified.

On -- again, I address this -- I'll just make one other comment about it.

I mean the Court found that we wouldn't be irreparably harmed. I mean I don't know how more irreparably harmed someone can be than if a defendant in a lawsuit rendered himself

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judgement proof and you can never collect on your judgement if you get one. I mean what is more harmful and irreparable than nothing?

I mean we potentially have a defendant with considerable real estate asset that could be immediately liquidated and sold pursuant to, you know, if a judgement is obtained and on the other hand we potentially may have a defendant with no assets who's transferred everything to Nevis corporations that are outside of our reach and so you get nothing. It's permanent. It's irreparable. It's final. It's complete and it's uncurable.

And so we just think that the Court erred.

We think that the Court also erred in denying the motion to stay and, you know, I'm not sure that -- what factored into Your Honor's decisions but, you know, it occurred to me maybe you thought he had retained sufficient

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assets and that that might be, you know, a way that we could obtain or collect on our judgement, if we get one in the future and then but, you know, all we had was an affidavit from Mr. Johnson saying what his approximate net worth was.

I had an expert affidavit from a forensic accountant who's testified in virtually every court in South Carolina over the past 35 years who said the affidavit was completely worthless and it was unreliable and there's no way you could test the assertions that were made in it without backup information.

So we think if that was what the Court had in mind then, you know, we have addressed that as well.

That is mostly everything I have to say. I don't know if Beth is going to argue other issues, other grounds that are not the grounds that the Court relied on in denying our motion but to the extent that she does argue some of these other legal issues, like we don't

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have a judgement yet and that we're not a creditor at this time and that, you know, our complaint just makes allegations and that that's not enough to invoke the Statute of Elizabeth I am more than happy to address that and, you know, we can cite it again what I understand to be binding South Carolina law that says unequivocally that the protection afforded by the Statute of Elizabeth is not limited to judgement creditors. It says creditors and others.

The requirement in certain cases of a judgement and nulla bona return before entering suit to set aside a deed for the purpose of establishing insolvency of a debtor and exhaustion of legal remedies before resorting to the equitable.

The rule carries with it no requirement that a creditor must be armed with a judgement and nulla bona return at the time of the deed or transfer under attack was made in order

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to render the creditor susceptible of being injured.

It is only necessary that the debt having been in existence and case law is crystal clear that when you -- it is alleged that you owe a debt and a lawsuit is brought to collect on the debt, that is perfectly sufficient to render the plaintiff in this situation a creditor for purposes of the Statute of Elizabeth. He is not required to have a judgement. He is not required to get a null bona return of the judgement and that is sufficient to render him the protections of the Statute of Elizabeth.

And I would point out that the cases on this issue go even further. You see, I'm not asking for the Court to enter summary judgement on our statute of limitations on our Statute of Elizabeth claims but we could.

The case law is clear. You can actually be successful on a Statute Elizabeth claim before you get a

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judgement on your underlying -- in your underlying lawsuit.

And if you think about that, it makes perfect sense these are voluntary transfers. No consideration was given, whatsoever. They were insider transactions, either the entities formed by Mr. Johnson or his girlfriend or others that he -- we contend that he's in cahoots with and that is just simply enough.

I know Beth tries to distinguish Matthews V. Montgomery on this point and the case -- this case is not exactly like Matthews V. Montgomery but the language in Matthews V. Montgomery was not limited to that -- the exact facts of that case. These were pronouncements of the law from the South Carolina Supreme Court that have been in place since 1940.

So with that said I'm happy to answer any questions and would reserve, please, the opportunity to respond to Ms. Palmer. Thank you, Your Honor.

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THE COURT: Thank you so much. No questions right now.
Ms. Palmer, happy to hear from you.
MS. PALMER: Thank you, Judge Dukes.
You know, I think you got it right the first time. I'm going to try to keep this as short and sweet as possible.
He can't show that he will suffer irreparable harm without this injunction.
You can't get there by asking the Court to take this huge inferential leap that a judgement will some day be rendered against Gary and that Gary will lack the assets to satisfy it because of transactions that he may enter into between now and then. That's not showing that harm will occur, let alone irreparable harm.
We cited this in our memo but the Supreme -- U.S. Supreme Court has explained the key word in this

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consideration is irreparable.
Mere injuries, however substantial, in terms of money, time and energy necessarily expended in the absence of a stay are not enough.
The possibility that adequate compensatory or other corrective relief will be available at a later date in the ordinary course of litigation weighs heavily against a claim of irreparable harm.
The standard -- the standard is not maybe we'll be harmed some day in the future if X, Y and Z all occur. The standard is injury will occur and that it will be irreparable.
They have not made that showing and I don't think that they can.
As for the existence of an adequate remedy of law of course there's an adequate remedy and the plaintiff has shown that it's aware of the remedy and capable of utilizing it.
The remedy is the case that they're, right now, trying to put forth

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prematurely, it's what they're trying to do here.
If he gets a judgement, Brosner -- (sic) -- I'm sorry, Blue Bell Holdings, plaintiff, gets a judgement against Gary and if Gary doesn't pay it then the remedy is supplemental proceedings in action to set aside fraudulent conveyances.
The Court is being asked to believe that there's some credible danger that Gary will dispose of all his assets and be unable to pay a judgement, which may or may not ever come to fruition.
I mean as the Court was told that it was such an emergency that an ex parte order was entered three days before Christmas.
You'd think that they would focus on moving that other case forward. The one in which they might get a judgement instead of focusing on this, but no, they're focused on this and this lawsuit is nothing more than an attempt

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to bully and harass and literally litigate Gary into submission. To pull his former business partner and friends into it. To pull his fiance into it, who actually in his pleadings -- referred to as a live-in girlfriend.
You have to ask yourself, if Gary so crooked and so deviant why in the world is he still running those companies to this very day?
To be fair, the plaintiff did request a receiver in the first lawsuit but here's the thing, so did we.
We thought, hey, this will be easy. Let's get a receiver appointed. This is exactly -- you know, we both agreed.
Turns out that's not really what they want. They will not agree to that. No, they prefer for Gary to continue running the companies basically working for free.
While the concern of inability to collect on a potential judgement may be sincere that is a risk that every

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single plaintiff in this world takes when it files a lawsuit.
Is every single lawsuit in this world entitled to freeze the assets of a defendant and prevent him from engaging in his chosen profession? No, that -- that is not what the drastic remedy of an injunction is for and that would certainly make injunctions anything but extraordinary or extraordinary remedies.
Your Honor, the injunction that plaintiff is seeking is absolutely not appropriate and I would respectfully ask that the Court deny the Motion for Reconsideration. Thank you.
THE COURT: Thank you. Mr. Twombley, I'll give you the last brief word.
MR. TWOMBLEY: Yes, sir, Your Honor. 99 percent of what Beth said is, in my respectful opinion, completely irrelevant to the issues before the Court at this time.
You know, she -- she makes

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character attacks. She attacks the potential success in a separate lawsuit. She says we won't agree to a receiver. That's not true. We will agree to receiver. This is on the record. I've said that many times. We've kind of both agreed that we don't want to have a receiver because there's -- it will cost too much and we had a court order in place that limits Mr. Johnson's use of the company funds to only certain approved transactions, so based on that Beth and I, at least I thought, had agreed we don't really need a receiver but if we want -- Beth wants one I will agree to one, full stop.
She says we're seeking to freeze the assets of a person and prevent them from engaging in a chosen profession. Absolutely not true.
We are not seeking to freeze Mr. Johnson's assets. We are not seeking for him to not be able to engage in his chosen profession.

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We are asking the Court to enjoin him from engaging in fraudulent transactions and to -- if he wants to sell an asset, transfer an asset, dispose of an asset he's fully free to do that. He can present it to the Court, say, Your Honor, I want to sell my 2015 Ford pickup truck. Kelly Blue Book says it's worth $25,000 and I want to sell it. That could be done in an e-mail to Beth and it could take place in an instance. If he says, I've got a property I'd like to purchase. This is what -- here's the contract. I'm going to pay five hundred grand for it, good faith purchase, not to his brother, not to his live-in girlfriend, I don't -- I'm happy to call her whatever she is. That's the way I think she says -- explained what her status was with Mr. Johnson but they're not married.
In any event he can do that. No one's trying to prevent him from engaging in his profession.
On the one point that Beth did

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make that I think goes to the issues before the Court is she said, that if we get a judgement that our remedy is supplemental proceedings and actions to set aside fraudulent conveyances, okay. That's what she said our adequate legal remedy is, okay.
So that is important because Your Honor found that we couldn't show that we had an adequate legal remedy.
How is -- if he engages in further fraudulent transfers, he sells things to other people he does this complicated web of additional transactions over the next three years, bringing supplemental proceedings and more and more and more actions to set aside fraudulent transfers it's going to take longer, it's going to cost more money it's -- the result is uncertain.
There may be good faith purchases for value. There may be innocent purchases. There may be other parties that have to be sued. There may be litigation that has to be brought in

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foreign countries.
There is no way that that remedy is full, complete, efficient and everything else the Supreme Court has said as compared to what the remedy is that we're question -- that we're asking the Court for now, which is just simply to prevent him from engaging in future fraudulent transactions and just to come to the Court and ask for permission before he does those so the Court or opposing or his opposing litigant could just have the opportunity to make sure that there's nothing -- there's no funny business going on like we have seen after the first lawsuit was filed where he systematically stripped every piece of property he owned and gave mortgages to the Nevis LLC's that he formed for completely improper and fraudulent purposes.
So I'll just conclude, if the Court believes that we have an adequate legal remedy I would appreciate knowing

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what that remedy is and why it is adequate for the remedy that I am -- that we have requested.
And number two, if the Court stands by its decisions that we would not be irreparably harmed I, you know, would like to know how we could possibly be more permanently and irreversibly harmed if we are unable to collect on our judgement.
And that's -- I don't -- I don't know anything worse than that in a lawsuit, than you'd get a big judgement and someone says, well, that's all great. You've got a shiny piece of paper now that says you're owed three million dollars and it's worth nothing and that's permanent irreparable and complete harm with respect to the lawsuit.
Again, if the Court has any questions I'm happy to answer them. The questions that I asked, I meant those in the most sincere and genuine way to try and understand, you know,

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the basis of the rationale for the Court's decision.
And so hopefully if it's not changed then the Court of Appeals can understand it as well and, you know, tell us more clearly what the law is. Thank you, Your Honor.
THE COURT: Thank y'all so much.
Let me give it some thought and I'll let you know something as soon as I can. Anything else for this record?
MS. PALMER: Not from me, Your Honor.
THE COURT: All right.
MR. TWOMBLEY: I think the only thing is -- I'd have to go back and look -- but I think the Court of Appeals has asked us to update them and, Beth, you may --
MS. PALMER: Plaintiff actually did that yesterday or the day before.
MR. TWOMBLEY: I think we have another one. I think they want one like every 15 days or 30 days until, so they know what's going on.

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So I just wanted to make the Court aware of that. It seemed like an unusual request to me but I think they're basically saying, you know, let us know what happens, so as soon as we -- you know, as soon as there's a ruling they can know that the ball's back in their court.
THE COURT: All right. I will keep an eye on that and certainly have something to you before 15 days.
All right. Thank y'all very much. Madam Court Reporter, thank you. That will conclude the record and I'll let you know something.
(Whereupon, the above entitled hearing was concluded at approximately 2:36 p.m.)

C E R T I F I C A T E

STATE OF GEORGIA:
CHATHAM COUNTY:

I, Kyle J. Saniga, Court Reporter and Notary Public in and for the above county and state, do hereby certify that the foregoing testimony was taken before me at the time and place herein-before set forth; that thereupon the foregoing testimony was later reduced by computer transcription; and I certify that this is a true and correct transcript of my stenographic notes so taken.

I further certify that I am not of counsel to either party, nor interested in the event of this cause.

Kyle J. Saniga

Kyle J. Saniga, CCR
Notary Public, B-2038
Savannah, Georgia

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE FOURTEENTH JUDICIAL CIRCUIT
COUNTY OF BEAUFORT	)	CASE NO: 2022-CP-07-02454
	)	
BLUE BELL HOLDINGS, LLC,	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
GARY C. JOHNSON, STEPHEN D. HALPERN, HOLLY A. ANGEL, HOLLY ANN, LLC, BELMONT PROPERTIES, LLC, THE JOHNSON HALPERN PARTNERSHIP, SHORELINE FUNDING, LLC, AND ORANGE CAPITAL, LLC (NEVIS)	)	
	)	
Defendants.	)	
	)	

AFFIDAVIT OF GARY JOHNSON

1. My name is Gary C. Johnson. I am over the age of 18 and have personal knowledge of and am competent to testify about the matters addressed in this Affidavit.

BACKGROUND

2. I have been in the real estate business for most of my adult life – since 1973 – first as a real estate salesman and later as a real estate broker, builder, and investor.

3. I moved to Hilton Head Island in 1986 after selling a resort motel that I owned and operated on Cape Cod. I purchased and moved into a home at 60 Brams Point in Spanish Wells in 1988.

4. I became a real estate broker in South Carolina in 1987, and in 2006, I formed Boardwalk Properties, LLC. I started a partnership with Stephen Halpern, a defendant in this lawsuit, in 1992. We primarily purchased real estate at auctions. The Johnson-Halpern Partnership was dissolved in 2014.

CREATION OF BROSMAN/JOHNSON LLCs

5. I met David Brosman in or around 1992, when he and his then-wife, Elaine, moved next door to me at 58 Brams Point.

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6. Dave would drop by from time to time to say hello and we would talk about our respective real estate deals and make small talk. Dave was, and is, a practicing physician with his own medical practice, but was also in the real estate business on his own and also with his friend and neighbor, Chris Lindgren. In fact, in 1996, Dave sold a piece of real estate to my partnership with Stephen Halpern (the Johnson-Halpern Partnership). See 8/8/96 Deed, attached as **Exhibit 1**. That wasn't the only real estate transaction between that partnership and Dave.

7. Sometime around 2003, Dave separated from his wife, Elaine, and moved out for a number of years. In 2008, maybe 2009, I ran into Dave next door and he asked me if I knew of any foreclosure houses available in Spanish Wells. I found 40 Widewater Rd. for sale and he put it under contract. He surprised me by asking if I would loan him $600,000 from my line of credit for a few weeks so he could show a large deposit that would allow him to qualify for a preferred interest rate. He said he had the money in cash in a safety deposit box that he could give me as collateral. I told him I couldn't do that.

8. In 2009, Dave began discussing the possibility of buying a rental house together that we could rent on VRBO to offset our holding costs until the market improved. At the time, there wasn't enough margin to make money flipping houses. I made sure Dave understood he was not buying my real estate investment company or my MLS brokerage, Boardwalk Properties, LLC. The partnership was not intended be exclusive and was limited to the properties we purchased together. At the time, I was in several real estate partnerships with different partners, none of which were exclusive. I was also actively investing in the real estate market on my own, as I had done for many, many years prior and still to this day.

9. At no time did I say, or did Dave request, that I cease all other real estate related activities. Had such a request been made, I absolutely would have refused as real estate is how I make my living and I would never have agreed to limit my investment activities solely to those with Dave.

10. I have spent the last 35 years buying, renovating, and improving properties for rental or resale. That, along with my real estate brokerage business, is my primary source of income. I would have never agreed to exclusively go into business with Dave – that would never have worked. For years I worked for our LLCs for free, not receiving any type of compensation despite working 6 days a week. On the other hand, Dave had his medical practice as well as his other real estate investments and partnerships.

11. Mine and Dave's agreement, which is evidenced by our course of dealing over 13 years, was that Dave would provide the majority of the capital and I would essentially do all of the work – provide the "sweat equity". Throughout the course of our business relationship, I researched and identified nearly all of the potential property purchases, attended all of the tax sales and closings, managed the renovations and repairs to the acquired properties (including the extensive repairs necessitated by Hurricane Matthew in 2016), handled the day-to-day operations of the LLCs, and took over the management of the rental properties the LLCs have owned from time to time.

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12. The first LLC we formed was 30 Haul Away, LLC ("30HA"), which was organized on June 1, 2009. Dave and I each held 50% of the membership interests of the company. 30HA was created, at least initially, for the purpose of acquiring and selling the property located at 30 Haul Away Drive on Hilton Head Island. The property was purchased by Dave in May 2009, for $509,000.00, and he deeded it to 30HA for a stated consideration of $10 in early June 2009. The property was rented on VRBO until we sold it for $712,000.00 in November 2010.

13. We formed 6 Shelley Court, LLC ("6SC"), on December 11, 2009, for the purpose of acquiring the property located at 6 Shelley Court on Hilton Head Island. Again, Dave purchased the property and then deeded it to 6SC. I managed the repairs and the furnishing of the house. The house was rented on VRBO and then sold. A second property was purchased by Dave and put into 6SC – 31 Ocean Club on South Forest Beach. It was a total gut job. I spent over 6 months rebuilding and managing the reconstruction of the property and when I finally got it ready for the short-term rental market, Dave allowed his son to rent it for less than fair market value. His son rented it for 1.5 years, after which Dave moved into it for a short time. After Dave moved out, it was sold. It was never rented at fair market value.

14. The third LLC we formed was Island Funding, LLC ("IF"), which was organized on November 16, 2012. Dave and I each held 50% of the membership interests of the company and each are entitled to 50% of the profits. That company was formed to buy distressed real estate.

15. Purportedly, in 2016, Dave assigned his interests in the LLCs to Nautique Holdings, LLC, a Nevis company he formed, according to his son, Matthew, for "estate planning purposes". See 5/13/21 email attached as **Exhibit 2**. In May 2021, Matthew said that Dave needed to assign the interests held by Nautique Holdings, LLC, to BBH for "new estate planning purposes".

16. On September 6, 2017, I received the email attached as **Exhibit 3** from Amy Wood, the accountant at Mims, McDuff & Wood, PA, that has historically prepared tax returns for the LLCs. In that email, which was sent while Amy was preparing the LLCs' 2016 returns, Amy writes:

> In working on all of these, could you please confirm that Dave Brosman wants his money that he input to be reclassed as a loan from him now instead of being shown as capital contributed. He had called at one time and asked about changing that but we never confirmed. It had something to do with a personal issue that he was having.

17. I have no idea what "personal issue" he was having. The following year, and every year since, the returns were corrected to reflect that Dave's contributions to the LLCs were just that – contributions. Not debt. That's how they have been shown in every return filed since.

18. On May 13, 2021, Matthew presented two resolutions that he had drafted, one for 30HA[1] (**Exhibit 4**) and one for IF (**Exhibit 5**). We had been in discussions as to the winding up of our business ventures. I understood that the purpose of these resolutions was to set out how mine and Dave's capital accounts would be balanced through the sale of LLC property and the distribution of LLC assets to Dave. Those resolutions were signed on or about May 14, 2021, and

[1] I don't believe I ever received fully executed copies of all of the resolutions, despite requesting the same. However, I did execute them, and we did take the actions called for in the resolutions.

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a second IF resolution, also prepared by Matthew, was signed on or about August 12, 2021 (**Exhibit 6**).

19. I was thrilled that Dave finally was willing to sell the LLCs' properties, balance the capital accounts, split the profits, and go our separate ways. For years I had been asking Dave to agree to sell some of the LLCs' properties in order to realize some of the profits resulting from my labor and skill. Dave had persistently refused to sell property, or, in most cases, to take any distributions of realized profits. Instead, he offered to allow me to make a monthly withdraw from my capital account until he was ready to sell the properties. On more than one occasion, Dave told me that he could not take distributions because he didn't want to show a profit/collect funds while he was going through various divorces and paternity actions. At times, there was over $1mm in cash just sitting in the accounts.

20. Pursuant to the resolutions, we began selling off property and distributing the proceeds and other LLCs assets solely to Dave in order to balance the capital accounts. The following distributions were made to Dave pursuant to the resolutions:

From Island Funding, LLC:

5/14/2021	Assignment of MB Note:	$680,000.00
5/14/2021	Assignment of DB Note:	$528,250.43
7/23/2021	Proceeds of #A2 Admirals:	$258,908.00

From 30 Haul Away, LLC:

5/14/2021	Counter check/wire	$875,000.00
8/27/2021	2120 Cotton Hope proceeds	$126,511.00

Total: $2,468,669.43

21. The two "notes" distributed from IF to Dave were personal loans that he had insisted on taking from IF, one for he and his wife to buy a piece of investment property in Georgia, and the other for his son (and IF's attorney), Matthew, to purchase his home.

22. As a result of these transactions, the difference in the values of our capital accounts (as reported to the IRS) in 30HA was reduced from $1,657,896.00 to $656,385.00 and in IF from $2,188,496.00 to $820,680.00. The 2021 K-1s are attached as **Exhibit 7**.

23. In late September 2021, I began to grow suspicious. I believe it was around this time that Dave may have come up with his scheme to attempt to deprive me of my 50% interest in the profits of the LLCs by falsely claiming that the capital he contributed was actually debt and that he was entitled to be paid interest on that debt.

24. On September 27, 2021, I emailed Matthew with a proposal that I believed, based on my review of the 2020 tax returns, would fully equalize the capital accounts. A week later, Matthew responded: "My dad said he wants to talk to his CPA about [it] and will get back to you shortly". (Email attached as **Exhibit 8**).

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25. Little did I know that at this point it time, it is likely that the Complaint in the first lawsuit, alleging that the money that had consistently been referred to, categorized as, and treated as capital, was actually debt for which millions of dollars in interest was owed, was already being drafted.

26. We also at this time had a contract for the sale of a piece of property owned by 30HA ("2225 Cotton Hope"). Matthew, Dave's son, was our closing attorney and title agent. Days before the closing, all of a sudden Matthew said that the deal couldn't close because there was a problem with the title. The contract was terminated on October 6, 2021. I believe that the Brosmans tanked this deal on purpose because they were already preparing to bring the lawsuit that was filed on October 26, 2021.

27. The Complaint[2] in that lawsuit, filed in October 2021, alleges that Dave/BBH is owed a total of approximately $3,000,000 in what the Complaint is calling "unpaid advances" from 30HA and IF ($1,550,000 and $1,508,361.37, respectively). However, that money is the same money that Dave, on behalf of BBH, agreed was capital contributions in the Resolutions. Tellingly, the Complaint in that first lawsuit fails to take into account the $2,468,669.43 that was distributed to BBH months earlier pursuant to the Resolutions and conveniently omits any reference to those Resolutions. Likewise, the Complaint in the first lawsuit (p. 9), alleges that Dave/BBH is owed approximately $223,000 in "unpaid advances" from 6SC. However, once again a very pertinent fact is left out – Dave directed that his capital account balance in 6SC, which included the money he now claims was a loan, be added to his capital account in IF. See Dave's 2018 K-1-s for 6SC and IF, collectively attached as **Exhibit 9** (showing a distribution from 6SC of $313,870 and a capital contribution in IF of $313,870).

28. I was never asked and would never have agreed to the LLCs taking interest-bearing "loans" from Dave. Our agreement was that he would provide capital, I would do the actual work, and we would split the profits. This is how we operated for years. It was my knowledge, experience, skill, and labor that made these companies successful. I could have done it on my own with loans from banks at lower interest rates. Moreover, had I ever believed those funds to be "loans", I would have insisted that they be repaid immediately as opposed to allowing them to simply sit in the LLCs' accounts. I believe that discovery will uncover the reasons that Dave left those funds sitting, unused, in the LLCs' accounts for years. There were also reasons he refused to accept distributions, telling me that he couldn't take them, but agreeing that I could given that I was working as hard as I ever had without any form of compensation.

DISTRIBUTIONS TO JOHNSON

29. Dave/BBH have alleged both in the first lawsuit and in this lawsuit that I misappropriated, or stole, money from the LLCs. This is not true. For years, the LLCs were profitable. I had to pay taxes on that profit, even though in many years, the LLCs did not distribute those profits or funds to pay the taxes on those profits. Time and again, when I asked – pleaded – with Dave to distribute from the LLCs, he would refuse, giving one excuse or the other as to why he couldn't accept a distribution or didn't want to show that he had made money

30. Every single penny that the Complaint(s) allege I "misappropriated" was recorded as distributions and my capital accounts in the LLCs reflected this. Dave agreed to these

[2] That Complaint is attached as Exhibit B to my Memo in Opposition to TRO. See pp. 6 & 9.

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distributions and in fact, as to the $12,500 monthly distributions I took from mid-2017 to March 2021[3], Dave instructed me to take those.

31. For Dave to claim that these distributions are a recently uncovered surprise to him is disingenuous. Dave closely monitored the LLCs finances and had access to all financial records and accounts. Moreover, the tax returns clearly showed the distributions. I wasn't hiding anything, I had nothing to hide. That was money that I had earned and was entitled to.

JOHNSON'S OTHER BUSINESS DEALINGS

32. The lawsuits allege that I unfairly competed with the LLCs and misappropriated corporate opportunities. It appears that Dave/BBH believe that ***any*** real estate investment activities constitute unfair competition.

33. There is absolutely no way that Dave did not know that I was investing in real estate on my own outside of the LLCs. I can say this with certainty because, as neighbors, we had routinely discussed our respective and independent real estate deals with one another since 2009.

34. I also have personal knowledge of Dave engaging in numerous real estate deals on his own or with others during the course of our business relationship. In fact, at least once I was instructed by Matthew, on behalf of Dave, to purchase certain properties for Dave at a tax sale. See 10/1/20 Email, attached as **Exhibit 10**.

35. In 2009, 30HA acquired the condo at 31 Ocean Club. As noted above, the unit had to be completely gutted. It ended up in litigation. In fact, during that litigation I gave a deposition on February 21, 2013, in which I discussed Shoreline Funding, LLC, the entity which Dave now claims he was surprised to learn about. Anyhow, after that debacle, Dave and I agreed that our LLCs would no longer invest in properties that needed extensive renovations or that didn't have enough margin to inventory or make it worth our (really, my) time.

36. In its Complaint in the first lawsuit, BBH alleges that the following chart contains transactions that were unfairly competitive with LLCs. I will address each in turn to explain why that is not true. Moreover, BBH's figures don't take into account the improvement/carrying costs expended and the fact that Shoreline Funding, LLC, did not receive 100% of the sales price (it uses the sales price as opposed to net sale proceeds, the amount actually received by the entities below). I have set forth the true costs/proceeds to the best of my knowledge, based on my records, below.

[3] I did not consistently take a monthly distribution in 2018.

Property	TMP #	Purchase Price	Sale Price	Profit	Purchase Date	Sale Date
Shoreline Funding, LLC						
Lot 804 Basket walk	R600 028 000 1698 0000	$ 114,751.00	$ 142,000.00	$ 27,249.00	12/4/2012	1/28/2013
.570 AC HHI	R511 003 000 0147 0000	$ 105,000.00	$ 208,000.00	$ 103,000.00	3/7/2013	1/10/2014
Lot 217 Hampton Lake	R614 037 000 0504 0000	$ 32,726.00	$ 47,500.00	$ 14,774.00	6/14/2013	8/6/2013
Lot 41 Sandcastle*	R511 009 000 1147 0000	$ 28,001.00	$ 150,000.00	$ 121,999.00	7/11/2013	TBD
APT 46 Forest Gardens	R553 018 000 015B 0046	$ 76,000.00	$ 105,000.00	$ 29,000.00	1/2/2014	7/7/2014
APT 3324 SPA at PR	R510 005 000 008B 3324	$ 36,000.00	$ 68,000.00	$ 32,000.00	2/5/2014	9/23/2016
Unit 307 Bldg A-3 P-Bay	R550 010 000 0066 307C	$ 104,475.00	$ 176,000.00	$ 71,525.00	5/21/2014	8/14/2015
				$ 399,547.00		
Johnson Halpern Partnership						
UNT 6A Westwind HPR HHI	R501 006 00B 0019 006A	$ 361,000.00	$ 497,000.00	$ 136,000.00	12/4/2012	2/14/2013
LT 137 Duke of Beaufort Village	R600 020 000 0141 0000	$ 119,000.00	$ 169,900.00	$ 50,900.00	7/11/2013	11/15/2013
LT 135 Cottonwood Lane Dolphin Heac	R510 002 00A 0547 0000	$ 263,000.00	$ 287,000.00	$ 24,000.00	3/17/2014	10/20/2014
				$ 210,900.00		
Gary C. Johnson						
LT 241 Moss Creek PL HHI	R600 040 00A 0180 0000	$ 107,100.00	$ 240,000.00	$ 132,900.00	4/15/2013	12/5/2013
			Total Profit	$ 743,347.00		

See First Lawsuit Complaint, p. 5.

37. **Shoreline Funding, LLC:** I formed this company in 2012 for the purpose of making investments for my mother with her funds. When my father passed away in 2007, my mother sold her house in Rock Hill and moved to be closer to me. The proceeds from the sale of her house were used to fund Shoreline Funding, LLC.

a. Lot 804 Basket Walk: this house was a few doors down from the house my mother was renting, and she decided she would like to buy it and make it her residence. However, once she realized how much work it would need, she changed her mind. The property had been vacant for several years with the utilities off. It was not an appropriate investment for the Brosman-Johnson LLCs because of the extensive renovations required and the narrow profit margin. The net sale proceeds were $133,060.35, costs (carrying/improvement) were $7,116.15, making the "profit" (before taxes) $11,193.20 (as opposed to the $27,249.00 claimed by BBH).

b. .570 ACC HHI (aka 20 Cobia Court): this property was another that required so much work that it was not a fit for the Brosman-Johnson LLCs. It was trashed and had extensive fire damage. It took almost a year to rehabilitate it. The net sale proceeds were $190,646.80, costs (carrying/improvement) were $39,796.17, making the "profit" (before taxes) $50,190.90 (as opposed to the $103,000.00 claimed by BBH).

c. Lot 217 Hampton Lake (aka 295 Hampton Lake): this property was purchased at full retail value. The Brosman-Johnson LLCs were not in the business of paying full retail value. The net sale proceeds were $41,452.99, costs (carrying/improvement) were $139.47, making the "profit" (before taxes) $8,587.52 (as opposed to the $14,774.00 claimed by BBH).

d. Lot 41 Sandcastle (aka 109 Sandcastle): this property was purchased on 7/11/13 to be a long-term investment to help my mother, who is now 89 years old, offset future

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living expenses. There were multiple lots in this development on the market at the time this lot was purchased, and there really was not a resale market, which made it unattractive for the Brosman-Johnson LLCs. In fact, 30HA had previously purchased a lot in the development, 30 Sandcastle, for $18,000 on 8/3/12 and sold it for $34,500 on 12/7/12. This lot is still owned by Shoreline Funding, LLC, because, again, it was intended to be a long-term investment (something that the Brosman-Johnson LLC's were not intended to do).

e. Apt 46 Forest Gardens: this property was another that required too much work and had too small of a profit margin to be a fit for the Brosman-Johnson LLCs. The net sale proceeds were $95,408.85, costs (carrying/improvement) were $6,509.35, making the "profit" (before taxes) $12,899.50 (as opposed to the $29,000.00 claimed by BBH).

f. Apt 3324 SPA at PR: this property was another foreclosure and the type of high cost/high effort deal that Dave and I had agreed we weren't going to do in our LLCs. It had termites, leaks, and polybutylene pipes, just to name a few of its ailments. The net sale proceeds were $62,863.10, costs (carrying/improvement) were $27,820.87, resulting in a loss of $953.77 (as opposed to the $32,000.00 claimed by BBH).

g. Unit 307 Bldg A-3 P-Bay: this property was purchased through an online auction, which was not a method that had ever been used by the Brosman-Johnson LLCs. It required extensive repairs and renovations. The net sale proceeds were $163,406.03, costs (carrying/improvement) were $24,927.80, making the "profit" (before taxes) $34,003.23 (as opposed to the $71,525.00 claimed by BBH).

h. **Gary C. Johnson:** this property in Moss Creek was bought by Johnson individually and required extensive repairs. The net sale proceeds were $222,158.88, costs (carrying/improvement) were $62,527.16, making the "profit" (before taxes) $51,831.72 (as opposed to the $132,900.00 claimed by BBH).

38. **Johnson-Halpern Partnership:** This is a partnership I formed with Steve Halpern in 1992. It was dissolved in 2016. Dave was well-aware of this partnership and its activities both because I frequently discussed it with him and because we had done some real estate transactions with Dave through the partnership. The three properties listed by BBH in its chart were all birddogged (identified, researched and vetted) by Halpern who brought the investment opportunities to our partnership. Moreover, the "profit" figure given by BBH of $210,900 is inaccurate because, again, it is using gross sales proceeds instead of net proceeds and it fails to account for carrying/improvements costs.

DAVE BROSMAN MISAPPROPRIATION OF LLC ASSETS

39. Dave has consistently used the LLCs' bank accounts as his personal piggy bank and has misappropriated company assets, or allowed the misappropriation of company assets by his family, without paying the fair value.

40. For example, in 2016, he directed me to pay for pile installation at the dock at his personal residence. That cost $2,200.00 and was paid out of IF. The invoice and the email from

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Dave directing me to pay it is attached as **Exhibit 11**. This amount was not recorded or categorized as a distribution to Dave.

41. In 2017, Dave demanded that IF pay for a dock to be built at another one of his personal properties, 58 Brams Point Road. That construction took place from late 2017 to mid-2018 and ended up costing IF a total of $16,770.74. This amount was not recorded or categorized as a distribution to Dave.

42. Dave also demanded that 30HA pay for repairs to the kitchen floor at his personal residence. That cost $1,325.00 and was not counted as a distribution to Dave.

43. Dave demanded on more than one occasion that his sons, Adam and Matthew, be permitted to stay in rental properties owned by the LLCs for free or at a rate that was significantly less than what the properties would have rented for on the open market.

44. In March 2020, Dave caused IF to loan Matthew $680,000.00. In June 2020, a mysterious deposit of $750,000.00 was made into IF's bank account. The Brosmans later claimed that this was a "loan" to IF by "MPS Solutions, Inc.", even though IF was not in need of funds, and I had not agreed to the loan as required by the Operating Agreement. It's my understanding that MPS Solutions, Inc. is owned and/or controlled by Dave (given that he directed that the repayment of the "loan" from MPS be categorized as a distribution to him/Blue Bell Holdings). Then, in July 2020, Dave caused IF to loan he and his wife $528,250.43 which was used to purchase an investment property in Georgia. Documents evidencing these loans are exhibits to the first IF Resolution (which is attached hereto as **Exhibit 5**)

2011 FORD F150 TRUCK

45. From the time we formed the first LLC in 2009, I had used my own vehicle, a Chevy truck, to conduct the business of the LLCs, including trashing out the homes, going on runs to the dump, picking up materials, allowing workers to use it, etc. As a result, the vehicle was all but destroyed. When it started to have transmission issues in early 2014, I told Dave that we needed another truck. Dave agreed that IF should buy it because it would be used by me for LLC-related business.

46. I found a used 2011 Ford F150, and drove it to Dave's house at 40 Widewater to get his approval for the purchase. The truck was, at least initially, titled in my name (see **Exhibit 12**). This was known by Dave and was due to insurance issues. Specifically, the LLCs did not carry a commercial auto policy. I got the truck insured in my name, and at all times have paid for the insurance and some other expenses myself, although Island Funding, LLC, has paid for most (but not all) of the fuel and maintenance. This was all specifically discussed with, and agreed to, by Dave, who occasionally used the truck himself. Additionally, the truck has been listed and depreciated on Island Funding, LLC's tax returns from 2014 to present time.

47. I had my own cars that were significantly nicer than the 2011 Ford Truck, including a Land Rover, a Mercedes SUV, and a Spider. I would have liked to drive my cars more often, but I always had building supplies or equipment to pick up for the LLCs. I was frequently the last customer in Home Depot or Lowe's at closing time.

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48. Any allegation that I used the truck for my own personal purposes, or for anything other than LLC-related business, is simply untrue. The truck has been sitting at the Hilton Head airport for over a year now, waiting for these lawsuits Dave has filed to be resolved. I have continued to insure it.

EVERGLADES BOAT

49. In 2012 I purchased an Everglades boat. Dave wanted to have access to the boat and suggested that IF buy it from me. On or about August 12, 2013, I accepted $ 27,500.00 from IF for the boat.

50. I was unable to immediately transfer title of the boat to IF because of an issue with a prior owner's lien (two owners before me) in Maryland still showing up. I cannot explain why DNR allowed me to take title in my name but then rejected the transfer of title to IF, but that's what happened. During this time period, I continued to maintain insurance on the boat given that it was still titled in my name.

51. Title was transferred to IF in October 2014, where it has remained since. A copy of the title is attached as **Exhibit 13.**

52. In 2014, while it was still titled in my name, the boat sank after Matthew used it. I was out of town at the time. I received the insurance check for the boat on or about August 29, 2014, in the amount of $25,767.51. It was in my name, because the policy was in my name, so I deposited it into my personal account. I had already paid over $1,000.00 on repairs out of my own account at the time I received the insurance check.

53. I started searching for a motor in 2015 and learned there was a shortage. Hurricane Matthew in 2016 further hindered my search, both because of the shortage and the tremendous amount of repair work to the LLCs' properties that fell on my shoulders. Admittedly, there were a few years that I dropped the ball in my search for a motor. I finally was able to find a replacement motor in late 2021.

54. I used all of the insurance proceeds and more (out of my personal funds) to repair and restore the boat. Attached as **Exhibit 14** is a report showing the expenditures (from my personal Quickbooks) as well as copies of the receipts.

55. Admittedly, with all of the work I was doing for the LLCs, the repair and restoration of the boat was not a priority and took a backseat for a while. However, to accuse me of misappropriating any of the insurance proceeds, which I realize I was essentially holding in trust for IF, is absurd.

ALLEGEDLY FRAUDULENT TRANSACTIONS

56. In March 2021, I decided to put my house in Spanish Wells, where I had lived for 35 years, on the market. I anticipated having substantial capital gains and was looking for some advice both about taxes and estate planning. I remembered that in 2016, Matthew had me sign something that transferred his dad's interests in the LLCs to Nautique Holdings, LLC, a Nevis

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company. He told me it was for estate-planning purposes (see 5/13/21 email attached as **Exhibit 2**). Up until these lawsuits were filed, I trusted Matthew and understood him to be the LLCs' attorney, so I thought it was worth looking into.

57. Additionally, given the downturn in the economy and the corresponding effects that has on the real estate market, I wanted to be able to raise cash out of the equity in my properties for my own projects/investments and to start a short-term loan business. Specifically, I was planning to make short-term loans to investors who might need financing at foreclosure and tax sales as a bridge between the flip or time to get their permanent financing. They would be bridge loans in the form of a line of credit secured by the equity in my real estate.

58. My belief was, and is, that having a Nevis LLC holding the security (and issuing the line of credit) would protect my interests as well as my future clients' interests.

59. In researching the formation of Nevis companies, I found a firm/company called Lawyers Limited. I retained Lawyers Limited to assist me in creating Orange Capital, LLC, a Nevis company. They also prepared the "Mortgages" that I recorded that were the lines of credits. I have not made any effort hide my affiliation with Orange Capital.

60. My intention in doing all of this was not to defraud anyone or anything, my intention was to preserve my ability to raise capital should I desire to do so in view of increasing interest rates and a deflating real estate market. In other words, I wanted to be able to raise funds and understood that this was a way of accomplishing that.

61. Additionally, I was concerned about my ability to get a loan/mortgage on any of my properties from traditional financing sources due to the fact that this lawsuit is pending.

62. No equity has been taken out of any of my properties – the balance on each line of credit is $0

63. I do not feel as if my personal assets are at stake in the lawsuits Dave has filed against me. The value of my interests in the LLCs, which I estimate to be worth $2,500,000-$3,000,000, far exceeds any judgment Dave could possibly be awarded against me.

64. Additionally, I have sufficient other assets to satisfy any judgment that could be rendered against me. Exclusive of my interests in the LLCs at issue in this lawsuit, I estimate that my net worth is somewhere around $ 3,000,000.00.

FURTHER AFFIANT SAYETH NOT.

Gary C. Johnson

SWORN to before me this
9 day of February, 2023

Notary Public for South Carolina
My commission expires: 9-23-23

32537

STATE OF SOUTH CAROLINA) **DEED TO REAL E**
)
COUNTY OF BEAUFORT) **QUIT-CLAIM**

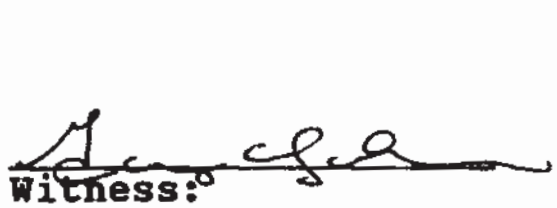
KNOW ALL MEN BY THESE PRESENTS, THAT I, David A
the state aforesaid for and in consideration of th
DOLLAR AND NO CENTS (1.00), to me in hand paid at a
sealing of these presents by Johnson/Halpern Partners
22534 , Hilton Head, South Carolina, 29925 in the sta
the reciept of which is hereby acknowledged, have remi
and forever quit-claimed, and by these presents do rem
and forever quit-claim unto the said Johnson/Halpren
the following described real property, to wit:

> An undivided One and Ninety-nine Hundredths
> percent interest in all that certain Apartment l
> being on Hilton Head Island, Beaufort County
> Carolina, and being known as Apartment 144 of The
> at Palmetto Dunes Horizontal Property Regime ar
> more particularly shown and described by refere
> the Master Deed of MacDonald Corporation-
> Contractors, establishing said Horizontal
> Regime, said Master Deed being dated the 21st
> January, 1981, and recorded in the Office of the
> Court for Beaufort County, South Carolina, in De
> 314 at Page 1115, and to the First Amendment to
> Deed dated June 2, 1981, recorded in said Clerk's
> in Deed Book 324 at Page 1847, re-recorded in De
> 326 at Page 1255.

THIS BEING the same property conveyed to Grant
Deed from Thomas Kemmerlin, Jr., Master in Equity, Dat
1994.

WITNESS my Hand and Seal this 8th day of Au
year of our Lord one thousand nine hundred and n

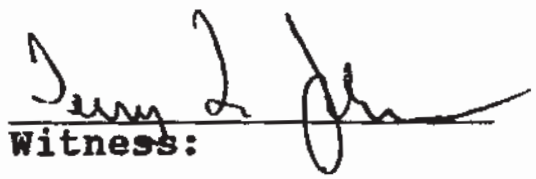
WITNESSES:



Witness:



David A. Brosman



Witness:

Address of Grantee:

Johnson/Halpern Partnership
P.O. Box 22534
Hilton Head, South Carolina 29925

STATE OF SOUTH CAROLINA)
) **PROBATE**
COUNTY OF BEAUFORT)

PERSONALLY appeared before me Gary C. Johnson
oath that s/he saw the within named David A. Bros
sign, seal, and as his/her act and deed, deliver the w
agreement for the uses and purposes therein mentio
s/he, with witnessed the executi

2596 FILED Mr. & Mrs. Johnson
JOHN A. SULLIVAN, JR.
R.M.C.
BEAUFORT COUNTY, S.C.
96 AUG 15 PM 1:13 /MH
BK 881 PG 1000
FOLDER #

RECORDED THIS 29th DAY
OF August 1996
IN BOOK AC PAGE 1020
Mary A. Laughlin
...ITOR, BEAUFORT CO... S.C.

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From: Matthew W. Brosman, Esq.
mbrosman@brosmanlegal.com
Subject: Island Funding and 30 Haul Away - Resolutions
Date: May 13, 2021 at 4:48:35 PM
To: Gary Johnson
boardwalkhiltonhead@gmail.com

See attached:

1) Resolution of Island Funding

2) Resolution of 30 Haul Away

NOTE- back in 2016 my dad and yourself executed an assignment so he could transfer his 50% interest to Nautique Holdings, LLC for estate planning purposes. He now needs to transfer his 50% interest to a new LLC for new estate planning purposes. The new LLC is called Blue Bell Holdings, LLC ("Blue Bell"). I have prepared those assignments to be executed today and that is why the Resolutions say "Blue Bell Holdings, LLC" as the other 50% member.

I can send you the assignments to look at but they are simple documents.

Please meet at my dad's office at 6:30 tonight.

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Thanks,

pdf

30 Haul Aw...of cap).pdf
158 KB

pdf

Island Fund...repay).pdf
18.9 MB

Matthew W. Brosman, J.D., LL.M.
Attorney at Law
Brosman Legal, LLC
P.O. Box 21129

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Hilton Head Island, SC 29925
e. mbrosman@brosmanlegal.com
p. 843-422-2121

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From: Amy Wood amyw@mimsmcduffwood.com
Subject: 6 shelley, 30 haul away, and island funding
Date: Sep 6, 2017 at 1:18:16 PM
To: Gary Johnson gjohnson1@sc.rr.com

In working on all of these, could you please confirm that David Brosman wants his money that he input to be reclassed as a loan from him now instead of being shown as capital contributed. He had called at one time and asked about changing that but we never confirmed. It had *something to* do with a personal issue that he was having.
Thanks

Amy L. Wood, CPA
Mims, McDuff & Wood, PA
PO Box 806
Beaufort, SC 29901
843-524-7503
Fax 843-521-1022

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RESOLUTION
OF
30 HAUL AWAY, LLC

a South Carolina Limited Liability Company

THIS RESOLUTION, executed by the parties as set forth below and intended to be, effective as of the _____day of May, 2021, is entered into by the Members (as defined herein). Unless otherwise noted, any code section referenced in this Resolution refers to the South Carolina Limited Liability Company Act (the "Act"), §33-44-101, et. Seq. Code of Laws of South Carolina (1996 as amended).

WHEREAS, Gary C. Johnson ("Mr. Johnson") and Blue Bell Holdings, LLC ("Blue Bell"), collectively referred to as (the "Members") each hold fifty-percent (50%) of the membership interest in 30 Haul Away, LLC (the "Company"); and

WHEREAS, the Company is a member-managed Limited Liability Company ("LLC") as defined in § 33-44-101(12); and

WHEREAS, the Members of the Company entered into a certain operating agreement effective as of May 21, 2009; and

WHEREAS, Article 6.1 of the operating agreement provides that "(i) the powers of the company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the joint direction of all of the Members; and (ii) upon the agreement and consent of all of the Members, the Members may make all decisions and take all actions for the Company not otherwise provided for in this Operating Agreement..."; and

WHEREAS, the Members desire to make transfer(s) of cash and/ or property, classified as a return of capital, to Blue Bell as outlined in Exhibit A attached hereto; and

WHEREAS, the Company is actively liquidating real estate and such transfers mentioned immediately above shall occur until Blue Bell's Capital Account, as such Capital Account has been established and maintained pursuant to Article 4.6 of the operating agreement, is equal to the capital account of the other fifty-percent (50%) member of the Company; and

WHEREAS, the Members acknowledge that the capital account of Blue Bell (or its predecessor in interest) was $1,631,511.00 at the close of tax year 2019. However, the Members further acknowledge and agree to supplement this Resolution to reflect Blue Bell's current capital account, as determined by the Company's CPA, as soon as reasonably practicable.

BE IT RESOLVED, that the Company shall make the transfers outlined in Exhibit A as soon as reasonably practicable; and

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BE IT FURTHER RESOLVED, that completion of the transaction(s) contemplated herein and attached hereto will result in a return of capital to Blue Bell in the amount of $875,000.00; and

BE IT FURTHER RESOLVED, that after the transaction(s) contemplated herein and attached hereto are completed, Blue Bell's outstanding capital account, based on the 2019 tax return for the Company will be $756,511.00; and

BE IT FURTHER RESOLVED, that the Members agree to work with the Company CPA to update Blue Bell's current capital account in order to determine the exact amount of capital to be returned and will also supplement this Resolution as necessary.

[signature page to follow]

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The undersigned hereby certify that the above Resolution was adopted by the Members of 30 Haul Away, LLC as of the _____ day of May, 2021.

MEMBERS:

_____
Gary C. Johnson

Blue Bell Holdings, LLC

_____
Name: David A. Brosman, M.D.
Title: Manager

[remainder of this page intentionally left blank]

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Exhibit A

1) Transfer via wire or make a check payable from the account in the name of 30 Haul Away, LLC (acct # 1000051936408) at SunTrust Bank to Blue Bell Holdings, LLC or its legal representative.

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RESOLUTION
OF
ISLAND FUNDING, LLC
a South Carolina Limited Liability Company

THIS RESOLUTION, executed by the parties as set forth below and intended to be, effective as of the 14th day of May, 2021, is entered into by the Members (as defined herein). Unless otherwise noted, any code section referenced in this Resolution refers to the South Carolina Limited Liability Company Act (the "Act"), §33-44-101, et. Seq. Code of Laws of South Carolina (1996 as amended).

WHEREAS, Gary C. Johnson ("Mr. Johnson") and Blue Bell Holdings, LLC ("Blue Bell"), collectively referred to as (the "Members") each hold fifty-percent (50%) of the membership interest in Island Funding, LLC (the "Company"); and

WHEREAS, the Company is a member-managed Limited Liability Company ("LLC") as defined in § 33-44-101(12); and

WHEREAS, the Members of the Company entered into a certain operating agreement effective as of November 21, 2012; and

WHEREAS, Article 6.1 of the operating agreement provides that "(i) the powers of the company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the joint direction of all of the Members; and (ii) upon the agreement and consent of all of the Members, the Members may make all decisions and take all actions for the Company not otherwise provided for in this Operating Agreement..."; and

WHEREAS, the Members desire to make transfers of cash and/ or property, classified as a return of capital, to Blue Bell (or its wholly owned subsidiary) as outlined in Exhibit A attached hereto; and

WHEREAS, the Company is actively liquidating real estate and such transfers mentioned immediately above shall occur until Blue Bell's Capital Account, as such Capital Account has been established and maintained pursuant to Article 4.6 of the operating agreement, is equal to the capital account of the other fifty-percent (50%) member of the Company; and

WHEREAS, MPS Solutions, Inc. ("MPS") loaned the Company $750,000.00 on June 26th, 2020 as evidenced by a SunTrust deposit slip (attached as Exhibit B) numbered 021 2850103 0003, of which $628,908.00 is outstanding, and the Members desire to repay such outstanding amount to MPS in cash as outlined in Exhibit A; and

WHEREAS, the Members acknowledge that the capital account of Blue Bell (or its predecessor in interest) was $1,830,931.00 at the close of tax year 2019. However, the

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Members further acknowledge and agree to supplement this Resolution to reflect Blue Bell's capital account at the close of tax year 2020, as determined by the Company's CPA, as soon as reasonably practicable.

BE IT RESOLVED, that the Company shall make the transfers outlined in Exhibit A.

BE IT FURTHER RESOLVED, that the Company will specifically assign Blue Bell the Note and Mortgage attached hereto as Exhibit C.

BE IT FURTHER RESOLVED, that the Company will specifically assign Blue Bell the Note and Security Deed attached hereto as Exhibit D.

BE IT FURTHER RESOLVED, that completion of the transactions contemplated herein and attached hereto will result in complete satisfaction of the June 26th, 2020 loan from MPS to the Company and also result in a return of capital to Blue Bell in the amount of $1,208,250.43.

BE IT FURTHER RESOLVED, that after the transactions contemplated herein and attached hereto are Blue Bell's outstanding capital account, based on the 2019 tax return for the Company is $622,680.57

BE IT FURTHER RESOLVED, that the Members agree to work with the Company CPA to update Blue Bell's current capital account in order to determine the exact amount of capital to be returned and will also supplement this Resolution as necessary.

[signature page to follow]

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The undersigned hereby certify that the above Resolution was adopted by the Members of Island Funding, LLC as of the 14th day of May, 2021.

MEMBERS:

Gary C. Johnson

Blue Bell Holdings, LLC

Name: David A. Brosman, M.D.
Title: Manager

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Exhibit A

1) Repayment of $750,000.00 loan to MPS Solutions, Inc.:
    a. Outstanding balance $628,908.00
        i. $100,000.00 transferred from Island Funding, LLC to MPS Solutions, Inc. on October 15th, 2020
        ii. $21,092.00 advanced to Chloe, LLC on behalf of MPS Solutions, Inc. on October 5th, 2020
        iii. $500,000.00 is to be transferred from an account in the name of Island Funding, LLC at TD Ameritrade (acct # 4[redacted])
        iv. The remaining balance of $128,908.00 is to be transferred from Island Funding, LLC to MPS Solutions, Inc.
2) Assignment of Mortgage and Note held by Island Funding, LLC in the amount of $680,000.00 of which Matthew Brosman is the Borrower and Maker, respectively:
    a. Mortgage recorded in the Beaufort County, SC Register of Deeds Office in Book 3859 at Page 0441.
        i. Island Funding, LLC to execute a Mortgage Assignment to Blue Bell Holdings, LLC and such assignment shall be recorded with the Beaufort County Register of Deeds
        ii. Island Funding, LLC to endorse the corresponding note to Blue Bell Holdings, LLC
3) Assignment of Security Deed and Note held by Island Funding, LLC in the amount of $528,250.43 of which David Brosman and Dana Brosman are the Grantor and Borrower, respectively:
    a. Security Deed recorded in the Clerk of Court Office in Effingham County, GA in Book 2605 at Page 873.
        i. Island Funding, LLC to execute an assignment of the Security Deed to Blue Bell Holdings, LLC (or its wholly owned subsidiary yet to be formed) and such assignment shall be recorded with the Clerk of Court for the Superior Court in Effingham County, GA
        ii. Island Funding, LLC to endorse the corresponding note to Blue Bell Holdings, LLC (or its wholly owned subsidiary yet to be formed)

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Exhibit B

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SUNTRUST

Thank you for banking with SunTrust

Access your account information using Online and Mobile banking or by calling us at 800.SunTrust (800.786.8787)

PD 06/26/2020 15:13 # 208
CD 06/26/2020 021 2850103 0003

Deposit

$750,000.00

Chk/Sav/MMA

XXXXXX0073

All deposits are subject to verification and collection from the issuing bank.

Use alerts and Online or Mobile Banking to check your Available Balance so that you have the freedom to spend with confidence.

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Exhibit C

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PROMISSORY NOTE

U.S. $ 680,000.00

Beaufort County, South Carolina
Effective: March 17, 2020

FOR VALUE RECEIVED, Matthew W. Brosman ("Brosman"), an individual of Hilton Head Island, South Carolina, hereinafter the (**"Maker"**), with an address of 45 Harbour Passage E, Hilton Head Island, South Caroline, promise to pay on or before March 31, 2030 to the order of the **Island Funding, LLC**, a South Carolina Limited Liability Company, having an address c/o Gary Johnson, 60 Brams Point Road, Hilton Head Island, South Carolina 29926 (the **"Payee"**), or at such other place as may be designated in writing by the holder of this Note, the principal sum of $680,000.00, together with interest from the date hereof to the payment date at the rate of 4 % until default and at the rate of 10 % after default and until payment is made.

Until default or the due date, Maker shall pay interest monthly in arrears to Payee, the first such payment being due April 1, 2020.

All payments hereunder shall be made in such lawful money of the United States of America which, as of the time of payments, shall be legal tender for the payment of public and private debts.

The happening of any of the following events shall constitute a default hereunder:

1. Any time when there are two (2) monthly interest payments past due.

2. Failure of Maker to pay in full all amounts due on or before March 31, 2030.

3. If Brosman becomes bankrupt, insolvent or if any bankruptcy (voluntary or involuntary) or insolvency proceedings (as said terms "insolvent" and "insolvency proceedings" are defined in the Uniform Commercial Code of South Carolina) are instituted or made by or against Brosman or if application is made for the appointment for a receiver for Brosman or for any of the assets of Brosman, or an assignment is made for the benefit of any of Brosman's creditors.; or

4. Reserved.

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5. If there is a default in the terms of the mortgage securing this Promissory Note.

Upon the happening of any event of default as defined herein, the entire amount of this Note remaining unpaid, shall become due and payable forthwith or thereafter at the option of the Payee and without notice or demand. Upon such acceleration election by Payee in the event of default, the then unpaid principal balance hereof shall bear interest from the time of such default at the post-demand (10 %) rate.

This Note may be prepaid in whole or in part at any time without penalty, with all payments being first applied to accrued interest. It is agreed that the granting to the Maker of this Note, or any other party, of an extension or extensions of time for payment of any sum or sums due hereunder, or for the performance of any covenant or stipulation thereof, or the taking of other or additional security shall not in any way release or affect the liability of the Maker and the endorsers and guarantors, if any, of this Note.

If this Note is not paid according to the tenor hereof and strictly as above provided, it may be placed in the hands of an attorney at law for collection. In such event, each party liable for payment thereof, as obligor, maker, endorser, guarantor or otherwise, hereby agrees to pay the holder hereof, in addition to the sums above stated, a reasonable attorneys' fee, whether or not suit be initiated, which fee shall include attorneys' fees at the trial level and on appeal, together with all costs incurred.

Maker covenants and agrees to pay or, if Maker fails to pay, to reimburse, Payee upon receipt of written notice from Payee for all reasonable costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Payee in connection with (i) the negotiation, preparation, execution, delivery and administration of any consents, amendments, waivers or other modifications to this Promissory Note and/or the Security therefore and any other documents or matters requested by Maker in connection with this Promissory Note; and
(ii) enforcing any obligations of or collecting any payments due from Borrower under this Promissory Note and/or the Guaranty.

Notwithstanding anything to the contrary, in no event, whether by reason of advancement of the proceeds hereof, acceleration of maturity of the unpaid balance hereof, or otherwise, shall the amount taken, reserved or paid, charged or agreed to be paid, for the use, forbearance or detention of money advanced pursuant hereto or pursuant to any other document executed in connection herewith, exceed the maximum rate allowed by South Carolina law.

MAKER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE AND/OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF MAKER.

This Note is deemed made and delivered in Beaufort County, South Carolina. The Maker agrees that this Note shall be construed in accordance with and governed by the laws of said State. In the event any litigation or other formal legal or equitable proceeding (collectively,

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"**Litigation**") between or among any of the parties hereto (or their affiliates, heirs, agents, successors, or assigns) is instituted in connection with the construction, interpretation, or enforcement of this Note, the party commencing such Litigation shall be required to institute the same in federal or state courts with jurisdiction in Beaufort County, South Carolina. Each party hereto hereby consents to the exclusive personal jurisdiction and venue in the federal and state courts with jurisdiction in Beaufort County, South Carolina, for a resolution of all disputes arising out of the construction, interpretation, or enforcement of any term or provision of this Note, and each party hereby waives the claim or defense that any such court in which any such Litigation is properly commenced as provided for herein constitutes an inconvenient forum.

This Note may not be changed or terminated orally.

Matthew W. Brosman

[Remainder of this page intentionally left blank.]

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Prepared by and return to:
Matthew W. Brosman, Esq.
Brosman Legal, LLC
PO Box 21129
Hilton Head Island, SC 29925

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

MORTGAGE

THIS MORTGAGE ("Mortgage") is made this 17th day of March, 2020 between **Matthew W. Brosman** whose address is 45 Harbour Passage E, Hilton Head Island, SC 29926 (the "Borrower") and **Island Funding, LLC** whose address is 60 Brams Point Road, Hilton Head Island, South Carolina 29926 (the "Lender").

WITNESSETH:

WHEREAS, this Security Instrument is given in connection with a loan in the principal sum of SIX HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS ($680,000.00) (the "Loan") made by Lender to Borrower and which indebtedness is evidenced by Borrower's note of even date herewith (the "Note"), providing for monthly installments of interest, with the balance of the indebtedness, if not sooner paid, due and payable on March 31, 2030.

TO SECURE to Lender the repayment of the Loan evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

TO HAVE AND TO HOLD unto Lender and Lender's heirs, successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) is herein referred to as the "Property."

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy or certificate of title insuring Lender's interest in the Property.

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SECTION 1. GENERAL COVENANTS: Borrower and Lender covenant and agree as follows:

1.1 Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the Loan evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any future advances secured by this Mortgage.

1.2 Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and Paragraph 1 above shall be applied by Lender first to interest payable on the Note, then to the principal of the Note.

1.3 Charges; Liens. Borrower shall pay prior to delinquency all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts due under this Paragraph 3, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender upon request receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

1.4 Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards, including flood, as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage. All premiums on insurance policies shall be paid by Borrower, when due, directly to the insurance carrier. All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within thirty (30) days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage. Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in Paragraph 1 hereof or change the amount of such installments. If under Paragraph 10 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the

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Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

1.5 Preservation and Maintenance of Property. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. Borrower (a) will not remove or demolish nor alter the design or structural character of any building now or hereafter erected upon the premises unless Lender shall first consent thereto in writing; and (b) will comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the premises, and will not suffer or permit any violation thereof.

1.6 Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable legal fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this Paragraph 1.6, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate of the prevailing average New York City prime rate until paid, payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this Paragraph 6 shall require Lender to incur any expense or take any action hereunder.

1.7 Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

1.8 Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within thirty (30) days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage. Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in Paragraph 1.1 hereof or change the amount of such installments.

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1.9 Transfer of the Property; Assumption. If the Property is sold or transferred by Borrower or if possession is given to the Property by Borrower to a third party via a land contract, or agreement for deed or other similar instrument, without Lender's prior written consent, excluding: (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b he creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant; or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable.

1.10 Acceleration; Remedies. Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable legal fees, and costs of documentary evidence, abstracts and title reports, all of which shall be additional sums secured by this Mortgage.

1.11 Reserved.

1.12 Release. Upon payment of all sums secured by this Mortgage, this Mortgage shall become null and void, and Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

1.13 Reserved.

SECTION 2. MISCELLANEOUS PROVISIONS.

2.1 Any extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to Borrower or any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

2.2 Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

2.3 All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and maybe exercised concurrently, independently or successively.

2.4 The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define

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the provisions hereof.

2.5 Except for any notice required under applicable law to be given in another manner,(a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the address of Borrower as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

2.6. This Mortgage shall be governed by the law of South Carolina. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

2.7. Borrower shall be furnished a copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

2.8. This Mortgage was prepared in the office of Brosman Legal, LLC, P.O. Box 21129, Hilton Head Island, SC 29925.

IN WITNESS WHEREOF. Borrower has executed this Mortgage effective the date first above written.

Matthew W. Brosman

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGEMENT

I, the undersigned Notary, do hereby certify **Matthew W. Brosman** personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 17th day of March, 2020.

Notary Public for South Carolina
My Commission Expires: 9-23

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EXHIBIT "A"

ALL THAT CERTAIN piece, parcel or lot of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, being shown and described as Lot 45 on a plat entitled "A Plat of Harbour Passage East Owned by Windmill Harbour Company", dated January 23, 1985, as prepared by Gifford, Nielson and Williams, and certified by Matthew M. Crawford, SCRLS #9756, and recorded in the ROD Office for Beaufort County, South Carolina in Plat Book 33 at Page 16.

THIS BEING the same property conveyed to MCM Capital Partners, LLC, its trustee for Ventures Trust 2013-I-H-R from Marvin H. Dukes, Beaufort County Master in Equity, by a Master In Equity's Deed dated April 23, 2015, and recorded on October 23, 2015 in Book 3438, Page 451.

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Exhibit D

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REAL ESTATE PROMISSORY NOTE WITH BALLOON PAYMENT

FOR VALUE RECEIVED, **DAVID BROSMAN and DANA BROSMAN** (hereinafter referred to as "Borrower") promises to pay to the order of **ISLAND FUNDING, LLC** (hereinafter referred to as "Lender") the principal sum of FIVE HUNDRED TWENTY-EIGHT THOUSAND TWO HUNDRED FIFTY AND 43/100ths DOLLARS **($528,250.43)**, or so much thereof as has been advanced hereunder, together with interest thereon at the rate of 4% per annum, payments of **interest only** to be paid in monthly installments with first payment in the amount of $1,291.28 on August 1, 2020, and continuing each and every month thereafter on the first (1st) day of each month for fifty-nine (59) months in the amount of $1,760.83, with a final balloon payment of $530,011.26 being due on or before July 1, 2025.

All sums payable under this Note shall be paid in legal tender, for public and private purposes, of the United States of America at the time of such payment.

If any payment is not made within ten (10) days of when due, as herein provided, Borrower will pay Lender a "late charge" of Ten Percent (10%) of the delinquent payment which shall be for the purpose of reimbursing Lender for expenses incurred by reason of said late payment.

Borrower shall have the right to prepay the principal amount outstanding in whole or in part, without penalty, provided Lender may require that any partial prepayments shall be made on the date monthly installments are due and shall be in the amount of that part of one or more installments which would be applicable to principal. Any partial prepayment shall be applied against the principal amount outstanding and shall not extend or postpone the due date of any subsequent monthly installments or change the amount of such installments, unless Lender shall otherwise agree in writing.

Lender shall have the optional right to declare the amount of the total unpaid balance hereof to be due and forthwith payable in advance of the maturity date of any installment, as fixed herein, upon the failure of Borrower to pay, when due, any one of the installments hereon, or any other assessment, imposition, or item by reason of ownership or use of the security, or upon the occurrence of any event of default in the deed to secure debt and/or security agreement securing this Note. Further, a default under this Note shall be considered a default on all outstanding notes with Lender. Upon exercise of this option by Lender, the entire unpaid principal shall bear interest until paid at the above stated rate applicable to a delinquent payment. Forbearance to exercise this option with respect to any failure or breach of Borrower shall not constitute a waiver of the right as to that obligation or any subsequent failure or breach.

Time is of the essence of this contract. Lender may hire or pay someone else to help collect this Note if Borrower does not pay, and Borrower shall pay Lender that amount. This includes, subject to any limits under applicable law, Lender's costs of collection, including court costs and fifteen percent (15%) of the principal plus accrued interest as attorney's fees, if any sums owing under this Note are collected by or through an attorney at law, whether or not there is a lawsuit, and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also shall pay any court costs, in addition to all other sums provided by law.

Borrower and all endorsers or other parties to this Note who may possess the following rights, severally waive, each for himself and family, any and all homestead and exemption rights which any of them or the family of any of them have under or by virtue of the Constitution or laws of the Untied States of America or of any state as against this Note, any renewal thereof, or any indebtedness represented thereby. Furthermore, Borrower and all endorsers or other parties to this Note jointly and severally transfer, convey and assign to Lender a sufficient amount of such homestead or exemption as may be allowed, including such

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homestead or exemption as may be set apart in bankruptcy, to pay this Note in full, with all costs of collection, and do hereby direct any trustee in bankruptcy having possession of such homestead or exemption to deliver to Lender a sufficient amount of property or money set apart as exempt to pay the indebtedness evidenced hereby, or any renewal thereof, and do hereby jointly and severally, appoint Lender the attorney in fact for each of them, to claim any and all homestead exemptions allowed by law.

Borrower hereby waives presentment, demand for payment, protest and notice of non-payment. This Note shall be construed and enforced according to the laws of the State of Georgia. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

Given under the hands and seals of the undersigned this 10th day of July, 2020.

BORROWER:

(L.S.)
DAVID BROSMAN

(L.S.)
DANA BROSMAN

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BK:2605 PG:873-884
D2020006776

FILED IN OFFICE
CLERK OF COURT
07/13/2020 04:45 PM
ELIZABETH Z. HURSEY, CLERK
SUPERIOR COURT
EFFINGHAM COUNTY, GA

Elizabeth Z. Hursey

INTANGIBLE TAX
PAID: $1,585.50

8914712675
7067927936
PARTICIPANT ID

RECORD AND RETURN TO
THE NEWBERRY LAW FIRM, P.C.
POST OFFICE BOX 790
SPRINGFIELD, GA 31329

STATE OF GEORGIA
COUNTY OF EFFINGHAM

SECURITY DEED AND AGREEMENT

THIS INDENTURE is made this 10th day of July, 2020 by and between party of the first part, DAVID BROSMAN AND DANA BROSMAN, hereinafter referred to as "Grantor" and party of the second part, ISLAND FUNDING, LLC, hereinafter referred to as "Grantee":

WITNESSETH:

FOR AND IN CONSIDERATION of the financial accommodations to Grantor by Grantee resulting in the obligation which is hereinafter more particularly described, and in order to secure the obligation, Grantor hereby grants, bargains, conveys, assigns and sells unto Grantee the following described land:

SEE EXHIBIT "A" WHICH IS ATTACHED HERETO AND MADE A PART HEREOF

TOGETHER WITH ANY AND ALL of the following: (i) all building, structures and other improvements now or hereafter located thereon or on any part or parcel thereof and all fixtures affixed or attached, actually or constructively, thereto; (ii) all and singular the tenements, hereditaments, easements and appurtenances belonging thereunto or in any wise appertaining thereto and the reversion and reversions, remainder or remainders thereof; (iii) all rents, issues, income, revenues and profits accruing therefrom, whether now or hereafter due; (iv) all accounts and contract rights now or hereafter arising in connection with any part or parcel thereof or any buildings, structures or improvements now or hereafter located thereon, including without limitation all accounts and contract rights in and to all leases or undertakings to lease now or hereafter affecting the land or any building structures or improvements thereon, and used in connection with the operation and maintenance thereof, and additions thereto and replacements thereof, and (viii) all building material, supplies, goods and equipment delivered thereto and placed thereon for the purpose of being affixed to or installed or incorporated or otherwise used in the buildings, structures or other improvements now or hereafter located thereon or any part or parcel thereof. All of the foregoing are hereinafter sometimes referred to collectively as the "Premises."

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TO HAVE AND HOLD the Premises to the only proper use, benefit and behoof of Grantee, forever, in fee simple.

GRANTOR WARRANTS that Grantor has good title to the Premises, that Grantor is lawfully seized and possessed of the Premises, that Grantor has the right to convey the Premises, that the Premises are unencumbered, and that Grantor shall forever warrant and defend the title to the Premises unto Grantee against the claim of all persons whomsoever.

THIS INSTRUMENT IS A DEED passing legal title pursuant to the laws of the State of Georgia governing deeds to secure debt and a security agreement granting a security interest pursuant to the Uniform Commercial Code of the State of Georgia, and it is not a mortgage. This deed and security agreement is made and intended to secure (i) an obligation of Grantor to Grantee evidenced as follows:

A promissory note in the principal amount of $528,250.43 due and payable on or before July 1, 2025.

(ii) any and all renewal or renewals, extension or extensions, modification or modifications thereof, and substitution or substitutions, therefor, either in whole or in part; and (iii) all indebtedness now or hereafter owing by Grantor to Grantee, however or whenever created, incurred, arising or evidenced, whether direct or indirect, joint or several, absolute or contingent, or due or to become due, and any and all renewal or renewals, extensions or extensions of modification or modifications of and substitutions for, said indebtedness, either in whole or in part. The obligations which this deed and security agreement is given to secure are hereinafter sometimes referred to collectively as the "Indebtedness." This security deed and agreement is hereinafter sometimes referred to as this "Security Deed."

GRANTOR COVENANTS AND AGREES: (1) Junior Encumbrances: Grantor shall not create or permit to exist any liens or encumbrances on the Premise which are junior and inferior in terms of priority to this Security Deed. (2) *Payments by Grantor:* Grantor shall pay, when due and payable: (i) the Indebtedness in accordance with the terms and conditions of the instruments evidencing the same; (ii) all taxes, all assessments, general or special, and all other charges levied on or assessed or placed or made against the Premises, this Security Deed, the Indebtedness or any interest of Grantee in the Premises, this Security Deed or other Indebtedness; (iii) premiums on policies of fire and casualty insurance covering the Premises as required by this Security Deed; (iv) premiums on all life insurance policies now or hereafter pledged as collateral for the Indebtedness or any part thereof; (v) premiums for all liability, rental, mortgage and flood insurance policies required by this Security Deed now or hereafter required by Grantee in connections with the Premises or the Indebtedness or any part of either; and (vi) all ground rents, lease rentals and other payments respecting the Premises payable by Grantor. Grantor shall promptly deliver to Grantee, upon request by Grantee, receipts showing payments in full of all the foregoing items; provided, however, that Grantee shall not require a receipt showing payment in full of the Indebtedness. In the event any state, federal, municipal or other governmental law, order, rule or regulation becomes effective subsequent to the date hereof and in any manner changes or modifies the laws in force on the date hereof, then, in such event, Grantor agrees to comply fully and timely with any such law, order, rule or regulation so as to protect Grantee's interest under this Security Deed or the Indebtedness. Grantor shall promptly pay any amounts required on or before the date the same are due and take any other action required on or before the date any such action must be taken. (3) *Grantee's Acts on Behalf of Grantor:* In the event Grantor shall either fail or refuse to pay or cause to be paid, as the same shall become due and payable, any item (including all items specified at Paragraph (2) immediately above) which Grantor is required to pay hereunder or which Grantor may pay to cure an event of default hereunder, then Grantee, at Grantee's options, may make such payment

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or do or perform such act on behalf of Grantor. All such payments made by the Grantee and all costs and expenses incurred by Grantee in doing or performing all such acts shall be and shall become part of the indebtedness secured hereby and shall bear interest at the highest rate per annum then being charged with respect to any part of the indebtedness secured hereby from date paid or incurred by Grantee, and such interest thereof shall also be part of the Indebtedness secured hereby. (4) *Further Assurances:* Grantor shall, at any time and from time to time upon request by Grantee, make, execute and deliver or cause to be made, executed and delivered, any and all other further instruments, documents, certificates, agreements, letters, representations and other writings which may be necessary or desirable, in the opinion of Grantee in order to effectuate, complete, correct, prefect or continue and preserve the obligations of Grantor under the Indebtedness and the lien and security interest of Grantee hereunder. Grantor shall upon request by Grantee certify in writing to Grantee, or any proposed assignee of this Security Deed, the amount of principal and interest then owing on the Indebtedness and whether or not any set-offs or defenses exist against all or any part of the Indebtedness. (5) *Rents and Leases:* Grantor hereby transfers, assigns and conveys unto Grantee all of Grantor's right, title and interest in and to all leases or undertakings to lease now or hereafter existing or made, and all other agreements for use or occupancy, with respect to the Premises or any part thereof, and grants to Grantee a security interest in all rents, issues, income, revenues, profits accounts and contract rights due or to become due thereunder or otherwise deriving from the use and occupancy of the Premises. Grantor shall faithfully preform the COVENANTS of Grantor as lessor under all present and future leases of all or any portion of the Premises and shall not do, neglect to do, or permit to be done, anything which may cause the terminating of such lease or any of them, or which may diminish or impair their value or the rent provided for therein or the interest of Grantor or Grantee therein or thereunder. Grantor, without first obtaining the written consent of Grantee, shall not further assign the rents, issues, income, revenues, profits, accounts or contract right from the Premises or any part thereof, shall not consent to the cancellations or surrender of any lease of the Premises or any part thereof now existing or hereafter to be made, shall not modify any such lease so as to shorten the unexpired term thereof or so as to decrease the amount of the rent payable thereunder and shall not collect rents from the Premises or any part thereof for more than one month in advance. Grantor shall procure and deliver to Grantee upon request estoppel letters or certificates from each lessee, tenant, occupant in possession and other user of the premises or any part thereof, as required by and in form and substance satisfactory to Grantee, and shall deliver to Grantee a recordable assignment of all of Grantor's interest in all leases now or hereafter existing or made with respect to the Premises or any part thereof, which assignment shall be in form and substance satisfactory to Grantee, together with proof of due service of a copy of such assignment on each lessee, tenant, occupant in possession or other user of the Premises or any part thereof. (6) *Maintenance and Repair:* Grantor shall maintain the Premises in good condition and repair, shall not commit or suffer any waste to the Premises, and shall comply with, or cause to be complied with all statutes, ordinances, rules, regulations and directives of any governmental authority relating to the Premises or any part thereof or the use to occupancy of the Premises or any part thereof. No part of the Premises, including but not limited to any buildings, structures, parking lots, driveways or other improvements now or hereafter constructed on the land which is part of the Premises, shall be removed, demolished or materially altered without the prior written consent of Grantee. If at any time during the continuance of the Indebtedness any addition, alteration, change, repair, reconstruction or other work on the Premises of any nature, structural or otherwise, becomes necessary or desirable because of damage to or destruction of the Premises or any part thereof, the entire expense thereof, regardless of when the same shall be incurred or became due, shall be the sole obligation and

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responsibility of Grantor, and Grantor shall pay the entire expenses thereof promptly when due. (7) *Hazard and Liability Insurance:* Grantor shall keep the Premises insured against loss or damage by fire and such other casualties and risks as the Grantee may require from time to time, with such companies, in such amounts and under such forms of policies as Grantee may approve. Such policies shall inure to the benefit of and insure Grantee's interest in the Premises; shall name Grantee as an insured party thereunder; shall provide that losses thereunder shall be payable to Grantee pursuant to such forms of loss payable clauses as Grantee may approve and shall provide that no cancellation or reduction in coverage shall be effective unless the insurer first gives Grantee thirty (30) days prior written notice and, irrespective of the insurance required and approved by Grantee, Grantor shall assign and deliver to Grantee, as additional collateral for the payment on the indebtedness, all policies of insurance which insure against loss or damage to the Premises, and Grantor hereby grants to Grantee a security interest in the proceeds from any and all such policies. Grantor shall also procure and maintain public liability insurance coverage with such companies, in such amounts and under such forms of policies as Grantee may approve, naming Grantee as an additional insured thereunder and providing that no cancellation or reduction in coverage thereunder shall be effective unless the insurer first gives Grantee thirty (30) days prior written notice. Forthwith upon the issuance of all such policies, Grantor shall deliver the same to Grantee together with evidence satisfactory to Grantee that the premiums therefor have been paid, within fifteen (15) days prior to the expiration date of each such policy, Grantor shall deliver to Grantee a renewal policy together with evidence satisfactory to Grantee that the premium therefor has been paid. In the event of a foreclosure and sale by Grantee of the Premises, the purchaser of the Premises shall succeed to all rights of Grantor in and to such policies, including the right to the refund of unearned premiums and to dividends thereunder and Grantee may, at Grantee's election, assign and deliver the policies to such purchaser without any warranty or representation, express or implied, and without recourse. In the event of damage to or destruction of the Premises or any part thereof, Grantee may adjust, settle or compromise claims under such policies, and the proceeds therefrom shall be paid to Grantee. Grantee at Grantee's option and in Grantee's sole discretion, may either (i) apply the proceeds or any part thereof to the Indebtedness or (ii) require Grantor to repair, replace or reconstruct the Premises or any part thereof and disburse the proceeds to Grantor to be applied against the costs and expenses thereof as incurred or paid by Grantor. (8) *Flood Insurance:* Grantor represents and has certified to Grantee that no part of the Premises lies within a "special flood hazard area" as defined and specified by the United States Department of Housing and Urban Development pursuant to the Flood Disaster Protection Act of 1973. In the event Grantee determines that the rules or regulations of the Federal Reserve Board, the Comptroller of the Currency or any other governing agency licensing or regulating the operations of Grantee requires that flood insurance coverage be obtained for the Premises or any part thereof in order for Grantee to comply with such rules or regulations or with the Flood Disaster Protection Act of 1973 as then in effect, then Grantor, upon receiving written notice from Grantee of such determination, (i) shall promptly purchase and pay the premiums for such flood insurance policies as Grantee deems required by such agency or agencies so that Grantee shall be deemed in compliance with the rules and regulations of such agency or agencies and with the Flood Disaster Protection Act of 1973 as then in effect; and (ii) shall deliver such policies to Grantee together with evidence satisfactory to Grantee that the premiums therefor have been paid. Such policies of flood insurance shall be in a form satisfactory to Grantee, shall name Grantee as an insured thereunder, shall provide that loses thereunder be payable to Grantee pursuant to such forms of loss payable clauses as Grantee may approve, shall be for an amount at least equal to the Indebtedness or the maximum limit of coverage made available with respect to the Premises under the National flood Insurance Act of

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1968 as amended, whichever is less, and shall be noncancellable as to Grantee except upon thirty (30) days prior written notice given by the insurer to Grantee. Within ten (10) days prior to the expiration date of each such flood insurance policy, Grantor shall deliver to Grantee a renewal policy or endorsement together with evidence satisfactory to Grantee that the premium therefore has been paid. (9) *Condemnation:* To the extent of the Indebtedness, Grantor grants to Grantee a security interest in any and all payments, awards, judgments or settlements, including interest thereon, to which Grantor may be or may become entitled or which Grantee may receive by reason of injury or damage to, or loss of, the Premises or any part thereof as a result of the exercise of the right of eminent domain. Notwithstanding any injury or damage to, or loss of, the Premises or any part thereof as a result of the exercise of the right of eminent domain, Grantor shall continue to pay the Indebtedness. All sums paid or payable to Grantor by reason of any injury or damage to, or loss of, the Premises or any part thereof as a result of the exercise of the right of eminent domain shall be delivered to Grantee and Grantee, at Grantee's option and at Grantee's sole discretion, may either (i) apply the sums or any part hereof to the Indebtedness or (ii) require Grantor to repair, replace or reconstruct the Premises or any part thereof or disburse such sums to Grantor to be applied against the costs and expenses thereof as incurred or paid by Grantor. (10) *Inspection:* Grantor shall permit any person designated by Grantee to visit and inspect the Premises, to examine the books of account and other records of Grantor with respect to the Premises, and to discuss the affairs, finances and accounts of Grantor with and to be advised as to the same by Grantor or a knowledgeable and duly authorized representative of Grantor, all at such reasonable times and intervals as Grantee may desire. (11) *Restriction on Transfer:* Except as otherwise provided herein, unless GRANTEE gives its written consent thereto and such consent is recorded in the public deed records of the Clerk of the Superior Court of the county in which the Security Deed is recorded, Grantor shall not grant, bargain, convey, transfer, assign, exchange or sell all or any portion of Grantor's interest in the Premises prior to the satisfaction and release by Grantee of this Security Deed.

EVENTS OF DEFAULT hereunder shall be the occurrence of any one or more of the following: (1) *Payment of Indebtedness:* Failure of Grantor to pay the Indebtedness or any part thereof when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment or at a date fixed by reason of acceleration of the due date thereof or otherwise; (2) *Other Payments and Terms:* Failure of Grantor to make any payment (other than on the Indebtedness) required hereunder or to observe, perform, or comply with any of the covenants, terms and conditions set forth herein, or in any other instrument, document, agreement, letter or other writing heretofore, concurrently herewith or in the future executed by Grantor in favor of Grantee in connection with any transaction which resulted in the Indebtedness or any part thereof; provided; however, that Grantee shall provide Grantor with written notice as to any non-monetary default, and Grantor shall have thirty (30) days from receipt of such notice in which to cure such default; (3) *False Statements:* If any certificate, representation, warranty, statement or other writing made herein or heretofore, now or hereafter furnished to Grantee by or on behalf of Grantor in connection with any transaction which resulted in the Indebtedness or any part thereof be false, untrue, incomplete or misleading in any respect as of the date made; (4) *Waste:* If the Premises or any part thereof should be subject to actual or threatened waste, or any part thereof be removed demolished, or materially damaged or altered as a result of which the value of the Premises shall be diminished; (5) *Seizure or Levy:* If the premises or any part thereof be seized or levied upon under legal process or a receiver be appointed for the Premises or any part thereof or for Grantor; (6) *Lien:* If any Federal Tax lien or any claim for labor, material or architectural or engineering services furnished or alleged to have been furnished in the improvements of or with respect to the Premises if filed of record against

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Grantor or the Premises and is not removed from record by payment or both within thirty (30) days from the date of such filing; (7) *Priority Claim:* If any person shall assert any claim or priority over this Security Deed in any legal or equitable proceeding, and such claim shall not have been dismissed with prejudice within sixty (60) days after the filing thereof: (8) *Insolvency or Bankruptcy:* If Grantor shall become insolvent or make an assignment for benefit or creditors, or if Grantor should file a petition for bankruptcy or an arrangement pursuant to the Federal Bankruptcy Act or any similar statute, or if Grantor be adjudicated a bankrupt or an insolvent; or if any proceeding is instituted against or on behalf of Grantor alleging that Grantor is insolvent or unable to pay Grantor's debts as they mature; or if a petition for the bankruptcy or arrangement of Grantor, pursuant to the Federal Bankruptcy Act or any similar statute is filed: (9) *Receiver*: If there should be appointed a receiver, liquidator or trustee for Grantor or for any property of Grantor; (10) *Judgment:* If any Judgment is rendered against Grantor which is not paid in full and satisfied or is not appealed from within the time allowed for appeals and paid in full and satisfied when it becomes final; (11) *Liquidation or Dissolution:* Should Grantor, if a corporation, be liquidated or dissolved or its articles of incorporation expire to be revoked, or, if a partnership or business association, be dissolved or partitioned, or if a trust, be terminated or expired.

GRANTEE'S REMEDIES AND POWER OF SALE upon the occurrence of an event of default shall be that, at Grantee's option and election without notice to Grantor, Grantee may declare all or any portion of the Indebtedness to be immediately due and payable, whereupon the same shall be and shall become due and payable forthwith without presentment, demand, protest or notice of any kind, all of which are expressly waived by Grantor, and Grantee, at Grantee's option and election, may do any one or more of the following: (1) *Entry and Possession:* Grantee may enter upon the Premises or any part thereof and take possession thereof, excluding therefrom Grantor and all agents, employees and representative of Grantor; employ a manager of the Premises or any part thereof; hold, store, use, operate, manage, control, maintain and lease the Premises or any part thereof; conduct business thereon; make all necessary and appropriate repairs, renewals, and replacements; keep the Premises insured; or carry out or enter into agreement of any kind with respect to the Premises. (2) *Collection of Rents:* Grantee may collect and receive all rents, issues, income, revenues, profits, accounts and contract rights from the Premises and apply the same to the Indebtedness, after deducting therefrom all costs, charges, and expenses of taking, holding, managing, and operating the premises, including the fees and expenses of Grantee's attorneys, and agents. (3) *Payment:* Grantee may pay any sum or sums deemed necessary or appropriate by Grantee to protect the Premises or any part thereof or Grantee's interest therein. (4) *Other Remedies:* Grantee may exercise all rights and remedies contained in any other instrument, document, agreement or other writing, heretofore, concurrently, herewith or in the future executed by Grantor in favor of Grantee in connection with the transactions resulting in the Indebtedness or any part thereof. (5) *Appointment of Receiver:* Grantee may make application to any court and be entitled to the appointment of a receiver to take charge of the Premises or any part thereof without alleging or proving, or having any consideration given to, the insolvency of Grantor, the value of the Premises as security for the Indebtedness or any other matter usually incident to the appointment of a receiver. (6) *U.C.C. Remedies:* With respect to the personal property in which a security interest is herein granted, Grantee may exercise any or all of the rights accruing to a secured party under this Security Deed, the Uniform Commercial Code – Secured Transactions in Georgia (O.C.G.A. §11-9-101 et.seq.) and any other applicable law. Grantor shall, if Grantee requests, assemble all such personal property and make it available to Grantee at a place or places to be designated by Grantee, which shall be reasonably convenient to Grantor and Grantee. Any notice required to be

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given by Grantee of a public or private sale, lease or other disposition of the personal property or any other intended action by Grantee may be personally delivered to Grantor or may be deposited in the United States mail with postage prepaid duly addressed to Grantor at the address of Grantor last known to Grantee at least five (5) business days prior to such proposed action, and shall constitute reasonable and fair notice to Grantor of any such action (7) *Power of Sale:* Grantee may sell the Premises, or any part thereof or any part interest therein separately, at Grantee's discretion, with or without taking possession thereof, at public sale before the courthouse door of the county in which the Premises, or a part thereof is located, to the highest bidder for cash, after first giving notice of the time, place and terms of such sale by advertisement published once a week for four weeks (without regard for the number of days) in a newspaper in which advertisements of sheriffs sales are published in such county. The advertisement so published shall be notice to Grantor, and Grantor hereby waives all other notices. Grantee may bid and purchase at any such sale, and Grantee may execute and deliver to the purchaser or purchasers at any such sale a sufficient conveyance of the Premises, or the part thereof or interest therein sold. Grantee's conveyance may contain recitals as to the occurrence of any event of default under this Security Deed, which recitals shall be presumptive evidence that all preliminary acts prerequisite to such sale and conveyance were in all things duly complied with. The recitals made by Grantee shall be binding and conclusive upon Grantor, and the sale and conveyance made by Grantee shall divest Grantor of all right, title, interest and equity the Grantor may have had in, to and under the Premises, or the part thereof or interest therein sold, and shall vest the same in the purchaser or purchasers at such sale. Grantee may hold one or more sales hereunder until the Indebtedness has been satisfied in full. Grantor hereby constitutes and appoints Grantee as Grantor's agent and attorney-in-fact to make such sale, to execute and deliver such conveyance and to make such recitals, and Grantor hereby ratifies and confirms all of the acts and doings of Grantee as Grantor's agent and attorney-in-fact hereunder. Grantee's agency and power as attorney-in-fact hereunder are coupled with an interest, cannot be revoked by insolvency, incompetency, death or otherwise, and shall not be exhausted until the Indebtedness has been satisfied in full. The proceeds of each sale by Grantee hereunder shall be applied first to the costs and expenses of the sale and on all proceedings in connection therewith, including attorney's fees if applicable, then to the payments of the Indebtedness, and the remainder if any, shall be paid to Grantor. If the proceeds of any sale are not sufficient to pay the Indebtedness in full, Grantee shall determine, at Grantee's option and in Grantee's discretion, the portions of the Indebtedness to which the proceeds (after deducting therefrom the costs and expenses of the sale and at proceedings in connection therewith) shall be applied and in what order the proceeds shall be so applied. Grantor covenants and agrees that, in the event of any sale pursuant to the agency and power herein granted. Grantor shall be and become a tenant holding over and shall deliver possession of the Premises or the part thereof or interest therein sold, to the purchaser or purchasers at the sale or be summarily dispossessed in accordance with provisions by law applicable to tenants holding over.

All rights and remedies set forth above are cumulative and in addition to any right or remedy provided for by statute, or hereafter existing at law or in equity, including without limitation the right of Grantee to collect or enforce the Indebtedness with or without taking any action with respect to the Premises. Grantee may, at Grantee's election and at Grantee's discretion, exercise each and every such right with remedy concurrently or separately.

ADDITIONAL PROVISIONS of this Security Deed, constituting additional covenants and agreements by Grantor, are as follows: (1) *Applicable Law:* This Security Deed shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Georgia (2) *Forbearance:* Grantee shall not be deemed to waive any of Grantee's rights or

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remedies hereunder unless such waiver be in writing and signed by or on behalf of Grantee. No delay, omission or Forbearance by Grantee in exercising any of Grantee's right or remedies shall operate as a waiver of such rights or remedies, and a waiver in writing on one occasion shall not be construed as a consent to or a wavier of any right or remedy on any future occasion. (3) *Time:* Time is and shall be of the essence of this Security Deed and the Covenants and agreements by Grantor. (4) *Captions:* Any captions or heading preceding the text of separate sections, paragraphs and subparagraphs hereof are solely for reference purposes and shall not affect the meaning, construction, interpretation or effect of the text. (5) *Notices:* All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given to Grantor if personally delivered or if mailed in the United States mail, by certified mail with a return receipt requested and postage prepaid. (6) *Severability* In the event that any of the terms, provisions or covenants of this Security Deed are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter modify or impair in any manner whatsoever any of the other terms, provisions or covenants hereof not held to be partially or wholly invalid or unenforceable. (7) *Definitions:* The word "Grantor" as used herein shall include the plural should more than one Grantor execute this document; shall include the masculine and feminine gender, regardless of the sex of Grantor or any of them; shall include individuals, partnership, joint ventures, corporations and other legal entities should such an entity execute this document; and shall include the heirs, legal representatives, successors and assigns of Grantor. If more than one party shall execute this Security Deed, the word "Grantor" shall mean all parties signing, and each of them, and each and every agreement and obligation of Grantor shall be and mean the joint and several undertakings of each of them. The word "Grantee" as used herein shall include the transferees, successors, legal representatives and assigns of Grantee, and all rights of Grantee hereunder shall inure to the benefit of its transferees, successors, legal representatives and assigns. (8) *Other Provisions:* The terms and conditions set forth in Exhibit "B", if any, attached hereto are incorporated herein and made a part hereof by reference.

GRANTOR EXPRESSLY WAIVES the following: (1) *Notice and Hearing:* Any right Grantor may have under the Constitution of the State of Georgia or the Constitution of the United States of America to notice or to a judicial hearing prior to the exercise of any right or remedy provided to Grantee by this Security Deed, Grantor waives Grantor's rights, if any, to set aside or invalidate any sale under power duly consummated in accordance with the provisions of this Security Deed on the grounds (if such be the case) that the sale was consummated without prior notice or judicial hearing or both and (2) all homestead exemption rights, if any, which Grantor or Grantor's family may have pursuant to the constitution and laws of the United States, the State of Georgia or any other State of the United States, in and to the Premises as against the collections of the Indebtedness, or any part thereof. All waivers by Grantor in this paragraph have been made voluntarily, intelligently and knowingly by Grantor, after Grantor has been afforded an opportunity to be informed by counsel of Grantor's choice as to possible alternative rights. Grantor's executions of this Security Deed shall be conclusive evidence of the making of such waivers and that such waivers have been voluntarily, intelligently and knowingly made.

"PERPETUAL SECURITY INTEREST CREATED: It is the affirmative intention of the Grantor and Grantee to create and establish a perpetual or indefinite security interest in favor of the Grantee in the land or real property conveyed hereby, pursuant to O.C.G.A. Sec. 44-14-80(a) and specifically to agree that the title to the land or real property conveyed hereby shall not revert to grantor for a period of the later of: (i) 20 years from the date of this conveyance or seven years from the maturity of the indebtedness secured hereby or (ii) the date determined in accordance of O.C.G.A. Sec. 44-14-80(b) or Sec. 44-14-80(c), as applicable, if any portion or all

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of the indebtedness secured hereby is extended or renewed beyond the original maturity date thereof. In addition to all other covenants set forth herein, Grantor hereby agrees that the perpetual or indefinite security interest hereby established also secures all loans, whatever made and in whatever form made, incident to the open end or other indebtedness provisions of this indenture.

IN WITNESS WHEREOF, this Security Deed has been executed and sealed by Grantor the day and year first above written.

BORROWER:

DAVID BROSMAN

DANA BROSMAN

Signed, sealed and delivered this
10th day of July, 2020,
in the presence of:

Unofficial Witness

Notary Public

EDWARD L NEWBERRY JR
Notary Public, Ellington County, GA
My Commission Expires June 21, 2024

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EXHIBIT "A"

All that certain lot, tract or parcel of land situate, lying and being in the 9th G.M. District, Effingham County, Georgia, being known as **Parcel 2 (5.00 acres, more or less),** as shown and more particularly described on that certain map or plat made by Donald W. Marsh, R.L.S. #2371, dated June 9, 2020, and recorded in **Plat Book 28, Page 826** in the records of the Clerk of Superior Court of Effingham County, Georgia. For a more particular description reference is hereby made to the aforesaid plat, which is specifically incorporated herein and made a part hereof.

Grantor hereby grants and conveys a perpetual easement for and in favor of Grantees and their successors and assigns for the purpose of vehicular and pedestrian ingress and egress to and from Parcel 2, which is designated as the "80' Access & Utility Easement" on the plat recorded in Plat Book 28, Page 826, in the records of the Clerk of Superior Court of Effingham County, Georgia.

Also included herewith is all of Grantor's interest in that non-exclusive perpetual right-of-way easement for a road and for utility purposes over and across that certain 60-foot wide road easement shown on said plat extending from Rahn Station County Public Road over and across other lands of Rahn to a point extending along the Southwesterly boundary line of the above described parcel of land.

Also included herewith is all of Grantor's interest in that non-exclusive perpetual right-of-way easement for ingress and egress for a road and for utility purposes over and across that certain 80-foot wide access and utility easement shown on said plat extending from the Northerly boundary line of said 60-foot wide easement above described over and across Tract 3 and Tract 4 to a point where it intersects with Tract 2 above referred to. Said easement being 40-feet wide on Tract 3 and 40-feet wide on Tract 1.

Subject, however, to all valid restrictions, easements, and rights of way of record.

This being a portion of the property conveyed by Warranty Deed from Darwin Louis Perkins and Regina Lynne Perkins to Christopher J. Shea, dated February 23, 2007, recorded in Deed Book 1591, Page 393, aforesaid records.

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STATE OF GEORGIA
COUNTY OF EFFINGHAM

GRANTOR: David Brosman and Dana Brosman

LENDER: Island Funding, LLC

DATE OF SECURITY DEED: July 10, 2020

WAIVER OF BORROWER'S RIGHTS

BY EXECUTION OF THIS PARAGRAPH, GRANTOR EXPRESSLY: (1) ACKNOWLEDGES THE RIGHT TO ACCELERATE THE DEBT AND THE POWER OF ATTORNEY GIVEN HEREIN TO LENDER TO SELL THE PREMISES BY NONJUDICIAL FORECLOSURE UPON DEFAULT BY GRANTOR WITHOUT ANY JUDICIAL HEARING AND WITHOUT ANY NOTICE OTHER THAN SUCH NOTICE AS IS REQUIRED TO BE GIVEN UNDER THE PROVISIONS HEREOF; (2) WAIVES ANY AND ALL RIGHTS WHICH GRANTOR MAY HAVE UNDER THE FIFTH AND FOURTEENTH AMENDMENTS TO THE CONSTITUTION OF THE UNITED STATES, THE VARIOUS PROVISIONS OF THE CONSTITUTION FOR THE SEVERAL STATES, OR BY REASON OF ANY OTHER APPLICABLE LAW TO NOTICE AND TO JUDICIAL HEARING PRIOR TO THE EXERCISE BY LENDER OF ANY RIGHT OR REMEDY HEREIN PROVIDED TO LENDER, EXCEPT SUCH NOTICE AS IS SPECIFICALLY REQUIRED TO BE PROVIDED HEREOF; (3) ACKNOWLEDGES THAT GRANTOR HAS READ THIS DEED AND SPECIFICALLY THIS PARAGRAPH AND ANY AND ALL QUESTIONS REGARDING THE LEGAL EFFECT OF SAID DEED AND ITS PROVISIONS HAVE BEEN EXPLAINED FULLY TO GRANTOR AND GRANTOR HAS BEEN AFFORDED AN OPPORTUNITY TO CONSULT WITH COUNSEL OF GRANTOR'S CHOICE PRIOR TO EXECUTING THIS DEED; (4) ACKNOWLEDGES THAT ALL WAIVERS OF THE AFORESAID RIGHTS OF GRANTOR HAVE BEEN MADE KNOWINGLY, INTENTIONALLY AND WILLINGLY BY GRANTOR AS PART OF A BARGAINED-FOR LOAN TRANSACTION; AND (5) AGREES THAT THE PROVISIONS HEREOF ARE INCORPORATED INTO AND MADE A PART OF THE SECURITY DEED.

READ AND AGREED BY GRANTOR:

Signed, sealed and delivered
in the presence of

Lisa C Newberry

Notary Public

EDWARD L NEWBERRY JR
Notary Public, Effingham County, GA
My Commission Expires June 21, 2024

David Brosman - Grantor (SEAL)

Dana Brosman - Grantor (SEAL)

(SEAL)

(SEAL)

CLOSING ATTORNEY'S AFFIDAVIT

Before the undersigned attesting officer personally appeared the undersigned closing attorney, who having been first duly sworn according to law, states under oath as follows:

In closing the above loan, but prior to the execution of the Deed to Secure Debt and "Waiver of Borrower's Rights" by the Borrowers, I reviewed with and explained to the Borrowers the terms and provisions of the Deed to Secure Debt and particularly the provisions thereof authorizing the Lender to sell the secured property by a nonjudicial foreclosure under a power of sale, together with the "Waiver of Borrower's Rights" and informed the Borrowers of Borrower's rights under the Constitution of the State of Georgia and the Constitution of the United States to notice and a judicial hearing prior to such foreclosure in the absence of a knowing, intentional and willing contractual waiver by Borrowers of Borrower's rights. After said review with and explanation to Borrowers, Borrowers executed the Deed to Secure Debt and "Waiver of Borrower's Rights."

Based on said review with and explanation to the Borrowers, it is my opinion that Borrowers knowingly, intentionally and willingly executed the waiver of Borrower's constitutional rights to notice and judicial hearing prior to any such nonjudicial foreclosure.

Sworn to and subscribed before me on the date set forth above.

Notary Public

Closing Attorney

FORECLOSURE CLOSING DISCLOSURE

O.C.G.A Section 7-1-1014(3) requires that we inform you that if you fail to meet any condition or term of the documents that you sign in connection with obtaining a mortgage loan you may lose the property that serves as collateral for the mortgage loan through foreclosure.

David Brosman

Dana Brosman

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RESOLUTION
OF
ISLAND FUNDING, LLC

a South Carolina Limited Liability Company

THIS RESOLUTION, executed by the parties as set forth below as of the 12th day of August, 2021, is entered into by the Members (as defined herein). Unless otherwise noted, any code section referenced in this Resolution refers to the South Carolina Limited Liability Company Act (the "Act"), §33-44-101, et. Seq. Code of Laws of South Carolina (1996 as amended).

WHEREAS, Gary C. Johnson ("Mr. Johnson") and Blue Bell Holdings, LLC ("Blue Bell"), collectively referred to as (the "Members") each hold fifty-percent (50%) of the membership interest in Island Funding, LLC (the "Company"); and

WHEREAS, the Company is a member-managed Limited Liability Company ("LLC") as defined in § 33-44-101(12); and

WHEREAS, the Members of the Company entered into a certain operating agreement effective as of November 21, 2012; and

WHEREAS, Article 6.1 of the operating agreement provides that "(i) the powers of the company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the joint direction of all of the Members; and (ii) upon the agreement and consent of all of the Members, the Members may make all decisions and take all actions for the Company not otherwise provided for in this Operating Agreement..."; and

WHEREAS, the Members executed a company resolution on May 14th, 2021 incorporated by reference and attached hereto as Exhibit I; and

WHEREAS, the Company is bound by and has been abiding by the terms of the company resolution mentioned immediately above; and

WHEREAS, the Company made a return of capital to Blue Bell on July 23rd, 2021 in the amount of $258,908.00 as evidenced by Company check number 2288; and

WHEREAS, the Members acknowledge that the capital account of Blue Bell (or its predecessor in interest) has not yet been updated since the close of tax year 2019. However, the Members further acknowledge and agree to continue supplement the May 14th, 2021 company resolution to reflect Blue Bell's capital account at the close of tax year 2020, as determined by the Company's CPA, as soon as reasonably practicable.

BE IT RESOLVED, that this Resolution is being made to supplement the company resolution of May 14th, 2021; and

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BE IT FURTHER RESOLVED, that the Company will continue to bound by the terms contained in the May 14th, 2021 company resolution and this Resolution shall not contradict any terms contained therein; and

BE IT FURTHER RESOLVED, that immediately after the transaction mentioned herein was completed, Blue Bell's outstanding capital account, based on the 2019 tax return for the Company is $363,772.57; and

BE IT FURTHER RESOLVED, that the Members agree to work with the Company CPA to update Blue Bell's current capital account in order to determine the exact amount of capital to be returned and will also supplement this Resolution and/ or the May 14th, 2021 company resolution as necessary.

[signature page to follow]

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The undersigned hereby certify that the above Resolution was adopted by the Members of Island Funding, LLC as of the _____ day of August, 2021.

MEMBERS:

_____
Gary C. Johnson

Blue Bell Holdings, LLC

_____
Name: David A. Brosman, M.D.
Title: Manager

[remainder of this page intentionally left blank]

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Exhibit I

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Schedule K-1 (Form 1065)
Department of the Treasury
Internal Revenue Service

2021

For calendar year 2021, or tax year beginning / / 2021 ending / /

☐ Final K-1 ☐ Amended K-1 OMB No. 1545-0123

Partner's Share of Income, Deductions, Credits, etc.

► See separate instructions.

Part I Information About the Partnership

A Partnership's employer identification number
27-0220224

B Partnership's name, address, city, state, and ZIP code

30 HAUL AWAY, LLC
301 CENTRAL AVE STE 305
HILTON HEAD, SC 29926

C IRS center where partnership filed return ►e-file

D ☐ Check if this is a publicly traded partnership (PTP)

Part II Information About the Partner

E Partner's SSN or TIN (Do not use TIN of a disregarded entity. See instructions.)
[redacted]

F Name, address, city, state, and ZIP code for partner entered in E. See instructions.

GARY JOHNSON
301 CENTRAL AVE STE 305
HILTON HEAD, SC 29926

G ☒ General partner or LLC member-manager ☐ Limited partner or other LLC member

H1 ☒ Domestic partner ☐ Foreign partner

H2 ☐ If the partner is a disregarded entity (DE), enter the partner's: TIN _____ Name _____

I1 What type of entity is this partner? Individual

I2 If this partner is a retirement plan (IRA/SEP/Keogh/etc.), check here . . . ► ☐

J Partner's share of profit, loss, and capital (see instructions):

	Beginning	Ending
Profit	50 %	50 %
Loss	50 %	50 %
Capital	50 %	50 %

Check if decrease is due to sale or exchange of partnership interest . . . . . ► ☐

K Partner's share of liabilities:

	Beginning	Ending
Nonrecourse	$	$
Qualified nonrecourse financing	$	$
Recourse	$	$

Check this box if Item K includes liability amounts from lower tier partnerships. . . . . ► ☐

L Partner's Capital Account Analysis

Beginning capital account	$ 29,429.
Capital contributed during the year	$
Current year net income (loss)	$ 110,920.
Other increase (decrease) (attach explanation)	$
Withdrawals and distributions	$ (40,000.)
Ending capital account	$ 100,349.

M Did the partner contribute property with a built-in gain (loss)?
☐ Yes ☒ No If "Yes," attach statement. See instructions.

N Partner's Share of Net Unrecognized Section 704(c) Gain or (Loss)
Beginning $ _____
Ending $ _____

Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items

1	Ordinary business income (loss) 56,275.	14 A	Self-employment earnings (loss) 56,275.
2 *	Net rental real estate income (loss) 3,402.		
3	Other net rental income (loss)	15	Credits
4a	Guaranteed payments for services		
4b	Guaranteed payments for capital	16	Schedule K-3 is attached if checked . . . ► ☐
4c	Total guaranteed payments	17 A	Alternative minimum tax (AMT) items -11.
5	Interest income	B	-84.
6a	Ordinary dividends		
6b	Qualified dividends	18	Tax-exempt income and nondeductible expenses
6c	Dividend equivalents		
7	Royalties		
8	Net short-term capital gain (loss)	19	Distributions
9a	Net long-term capital gain (loss)	A	40,000.
9b	Collectibles (28%) gain (loss)		
9c	Unrecaptured section 1250 gain 4,202.	20 Z*	Other information STMT
10	Net section 1231 gain (loss) 51,243.		
11	Other income (loss)		
12	Section 179 deduction	21	Foreign taxes paid or accrued
13	Other deductions		

22 ☐ More than one activity for at-risk purposes*
23 ☐ More than one activity for passive activity purposes*

*See attached statement for additional information.

For IRS Use Only

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Schedule K-1 (Form 1065)
Department of the Treasury
Internal Revenue Service

2021

For calendar year 2021, or tax year
beginning / / 2021 ending / /

☐ Final K-1 ☐ Amended K-1 OMB No. 1545-0123

Partner's Share of Income, Deductions, Credits, etc.

► See separate instructions.

Part I Information About the Partnership

A Partnership's employer identification number
27-0220224

B Partnership's name, address, city, state, and ZIP code

30 HAUL AWAY, LLC
301 CENTRAL AVE STE 305
HILTON HEAD, SC 29926

C IRS center where partnership filed return ►e-file

D ☐ Check if this is a publicly traded partnership (PTP)

Part II Information About the Partner

E Partner's SSN or TIN (Do not use TIN of a disregarded entity. See instructions.)
[redacted]

F Name, address, city, state, and ZIP code for partner entered in E. See instructions.

BLUE BELL HOLDINGS, LLC
PO BOX 21060
HILTON HEAD, SC 29925

G ☐ General partner or LLC member-manager ☒ Limited partner or other LLC member

H1 ☒ Domestic partner ☐ Foreign partner

H2 ☐ If the partner is a disregarded entity (DE), enter the partner's: TIN _____ Name _____

I1 What type of entity is this partner? Partnership

I2 If this partner is a retirement plan (IRA/SEP/Keogh/etc.), check here . . . ► ☐

J Partner's share of profit, loss, and capital (see instructions):

	Beginning	Ending
Profit	50 %	50 %
Loss	50 %	50 %
Capital	50 %	50 %

Check if decrease is due to sale or exchange of partnership interest . . . . . ► ☐

K Partner's share of liabilities:

	Beginning	Ending
Nonrecourse	$	$
Qualified nonrecourse financing	$	$
Recourse	$	$

Check this box if Item K includes liability amounts from lower tier partnerships. . . . . ► ☐

L Partner's Capital Account Analysis

Beginning capital account	$ 1,687,325.
Capital contributed during the year	$
Current year net income (loss)	$ 110,920.
Other increase (decrease) (attach explanation)	$
Withdrawals and distributions	$(1,041,511.)
Ending capital account	$ 756,734.

M Did the partner contribute property with a built-in gain (loss)?
☐ Yes ☒ No If "Yes," attach statement. See instructions.

N Partner's Share of Net Unrecognized Section 704(c) Gain or (Loss)
Beginning $
Ending $

Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items

1	Ordinary business income (loss) 56,275.	14	Self-employment earnings (loss)
2 *	Net rental real estate income (loss) 3,402.		
3	Other net rental income (loss)	15	Credits
4a	Guaranteed payments for services		
4b	Guaranteed payments for capital	16	Schedule K-3 is attached if checked. . . . . ► ☐
4c	Total guaranteed payments	17 A	Alternative minimum tax (AMT) items -11.
5	Interest income	B	-85.
6a	Ordinary dividends		
6b	Qualified dividends	18	Tax-exempt income and nondeductible expenses
6c	Dividend equivalents		
7	Royalties		
8	Net short-term capital gain (loss)	19	Distributions
9a	Net long-term capital gain (loss)	A	1,041,511.
9b	Collectibles (28%) gain (loss)		
9c	Unrecaptured section 1250 gain 4,202.	20 Z*	Other information STMT
10	Net section 1231 gain (loss) 51,243.		
11	Other income (loss)		
12	Section 179 deduction	21	Foreign taxes paid or accrued
13	Other deductions		

22 ☐ More than one activity for at-risk purposes*
23 ☐ More than one activity for passive activity purposes*

*See attached statement for additional information.

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Schedule K-1 (Form 1065)
Department of the Treasury
Internal Revenue Service

2021

For calendar year 2021, or tax year beginning / / 2021 ending / /

☐ Final K-1 ☐ Amended K-1 OMB No. 1545-0123

Partner's Share of Income, Deductions, Credits, etc.

► See separate instructions.

Part I Information About the Partnership

A Partnership's employer identification number
46-1755657

B Partnership's name, address, city, state, and ZIP code

ISLAND FUNDING, LLC
301 CENTRAL AVE STE 305
HILTON HEAD, SC 29926

C IRS center where partnership filed return ►e-file

D ☐ Check if this is a publicly traded partnership (PTP)

Part II Information About the Partner

E Partner's SSN or TIN (Do not use TIN of a disregarded entity. See instructions.)
[redacted]

F Name, address, city, state, and ZIP code for partner entered in E. See instructions.

GARY JOHNSON
301 CENTRAL AVE STE 305
HILTON HEAD, SC 29926

G ☒ General partner or LLC member-manager ☐ Limited partner or other LLC member

H1 ☒ Domestic partner ☐ Foreign partner

H2 ☐ If the partner is a disregarded entity (DE), enter the partner's:
TIN _____ Name _____

I1 What type of entity is this partner? Individual

I2 If this partner is a retirement plan (IRA/SEP/Keogh/etc.), check here . . . ► ☐

J Partner's share of profit, loss, and capital (see instructions):

	Beginning	Ending
Profit	50 %	50 %
Loss	50 %	50 %
Capital	50 %	50 %

Check if decrease is due to sale or exchange of partnership interest . . . . . ► ☐

K Partner's share of liabilities:

	Beginning	Ending
Nonrecourse	$ 685,207.	$ 361,805.
Qualified nonrecourse financing	$	$
Recourse	$	$

Check this box if Item K includes liability amounts from lower tier partnerships. . . . . ► ☐

L Partner's Capital Account Analysis

Beginning capital account	$ -328,933.
Capital contributed during the year	$
Current year net income (loss)	$ 202,781.
Other increase (decrease) (attach explanation)	$
Withdrawals and distributions	$(100,000.)
Ending capital account	$ -226,152.

M Did the partner contribute property with a built-in gain (loss)?
☐ Yes ☒ No If "Yes," attach statement. See instructions.

N Partner's Share of Net Unrecognized Section 704(c) Gain or (Loss)
Beginning $
Ending $

Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items

1	Ordinary business income (loss) 145,278.	14	Self-employment earnings (loss) A 131,062.
2 *	Net rental real estate income (loss) 7,123.		
3	Other net rental income (loss)	15	Credits
4a	Guaranteed payments for services		
4b	Guaranteed payments for capital	16	Schedule K-3 is attached if checked . . . ► ☐
4c	Total guaranteed payments	17	Alternative minimum tax (AMT) items
5	Interest income 25.		
6a	Ordinary dividends		
6b	Qualified dividends	18	Tax-exempt income and nondeductible expenses
6c	Dividend equivalents		
7	Royalties		
8	Net short-term capital gain (loss)	19	Distributions A 100,000.
9a	Net long-term capital gain (loss)		
9b	Collectibles (28%) gain (loss)		
9c	Unrecaptured section 1250 gain	20	Other information A 25.
10	Net section 1231 gain (loss) 50,355.	Z*	STMT
11	Other income (loss)		
12	Section 179 deduction	21	Foreign taxes paid or accrued
13	Other deductions		

22 ☐ More than one activity for at-risk purposes*
23 ☐ More than one activity for passive activity purposes*

*See attached statement for additional information.

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Schedule K-1 (Form 1065)
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Partner's Share of Income, Deductions, Credits, etc.

► See separate instructions.

Part I Information About the Partnership

A Partnership's employer identification number
46-1755657

B Partnership's name, address, city, state, and ZIP code

ISLAND FUNDING, LLC
301 CENTRAL AVE STE 305
HILTON HEAD, SC 29926

C IRS center where partnership filed return ►e-file

D ☐ Check if this is a publicly traded partnership (PTP)

Part II Information About the Partner

E Partner's SSN or TIN (Do not use TIN of a disregarded entity. See instructions.)
[redacted]

F Name, address, city, state, and ZIP code for partner entered in E. See instructions.

BLUE BELL HOLDINGS, LLC
PO BOX 21060
HILTON HEAD, SC 29925

G ☐ General partner or LLC member-manager ☒ Limited partner or other LLC member

H1 ☒ Domestic partner ☐ Foreign partner

H2 ☐ If the partner is a disregarded entity (DE), enter the partner's:
TIN _____ Name _____

I1 What type of entity is this partner? Partnership

I2 If this partner is a retirement plan (IRA/SEP/Keogh/etc.), check here . . . ► ☐

J Partner's share of profit, loss, and capital (see instructions):

	Beginning	Ending
Profit	50 %	50 %
Loss	50 %	50 %
Capital	50 %	50 %

Check if decrease is due to sale or exchange of partnership interest . . . . . ► ☐

K Partner's share of liabilities:

	Beginning	Ending
Nonrecourse	$ 685,207.	$ 361,805.
Qualified nonrecourse financing	$	$
Recourse	$	$

Check this box if Item K includes liability amounts from lower tier partnerships. . . . . ► ☐

L Partner's Capital Account Analysis

Beginning capital account	$ 1,859,563.
Capital contributed during the year	$
Current year net income (loss)	$ 202,781.
Other increase (decrease) (attach explanation)	$
Withdrawals and distributions	$(1,467,816.)
Ending capital account	$ 594,528.

M Did the partner contribute property with a built-in gain (loss)?
☐ Yes ☒ No If "Yes," attach statement. See instructions.

N Partner's Share of Net Unrecognized Section 704(c) Gain or (Loss)
Beginning $
Ending $

For IRS Use Only

Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items

1	Ordinary business income (loss) 145,278.	14	Self-employment earnings (loss)
2 *	Net rental real estate income (loss) 7,123.		
3	Other net rental income (loss)	15	Credits
4a	Guaranteed payments for services		
4b	Guaranteed payments for capital	16	Schedule K-3 is attached if checked. . . . . ► ☐
4c	Total guaranteed payments	17	Alternative minimum tax (AMT) items
5	Interest income 25.		
6a	Ordinary dividends		
6b	Qualified dividends	18	Tax-exempt income and nondeductible expenses
6c	Dividend equivalents		
7	Royalties		
8	Net short-term capital gain (loss)	19	Distributions A 1,467,816.
9a	Net long-term capital gain (loss)		
9b	Collectibles (28%) gain (loss)		
9c	Unrecaptured section 1250 gain	20	Other information A 25.
10	Net section 1231 gain (loss) 50,355.	Z*	STMT
11	Other income (loss)		
12	Section 179 deduction	21	Foreign taxes paid or accrued
13	Other deductions		

22 ☐ More than one activity for at-risk purposes*
23 ☐ More than one activity for passive activity purposes*
*See attached statement for additional information.

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Gmail

Gary Johnson <boardwalkhiltonhead@gmail.com>

Capital Equalization

2 messages

Gary Johnson <boardwalkhiltonhead@gmail.com>
To: "Matthew W. Brosman, Esq." <mbrosman@brosmanlegal.com>
Mon, Sep 27, 2021 at 11:42 AM

Matthew,

After analyzing the 2020 tax returns, I would like to propose the following:

Based on the Distribution Agreement we signed, which was based on the 2019 tax return, BlueBell had a positive capital balance of $ 622,680.57.

In July, following the sale of Admirals Row, Island Funding distributed to BlueBell an additional $258, 908.00, leaving a balance of $363,772.57.

Net income to each partner in 2020 was $30,738.00 per the K-1s. Adding the 2020 income to the BlueBell capital account brings it to a total of $394,510.57.

After crediting me with my half of the 2020 net income, my balance per the K-1 was -$328,933.00. I propose to make a capital contribution from me to Island Funding in the amount of $361,721.79 .Further, I propose that Island Funding make a distribution to BlueBell in the amount of $361,721.79. That would bring each partner's capital to a positive amount of $32,788.79, before consideration of any other 2021 transactions.

Matthew, please check the mathon this and get back to me.

Regards,

Gary

Matthew W. Brosman, Esq. <mbrosman@brosmanlegal.com>
To: Gary Johnson <boardwalkhiltonhead@gmail.com>
Mon, Oct 4, 2021 at 12:51 PM

My dad said he wants to talk to his CPA about and will get back to you shortly.

Thanks,

Matthew W. Brosman, J.D., LL.M.
Attorney at Law
Brosman Legal, LLC
P.O. Box 21129
Hilton Head Island, SC 29925
e. mbrosman@brosmanlegal.com
p. 843-422-2121

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651118

Schedule K-1 (Form 1065)
Department of the Treasury
Internal Revenue Service

2018
For calendar year 2018, or tax year

beginning / / 2018 ending / /

[X] Final K-1 [ ] Amended K-1 OMB No. 1545-0123

Partner's Share of Income, Deductions, Credits, etc.

► See separate instructions.

Part I Information About the Partnership

A Partnership's employer identification number
27-1218329

B Partnership's name, address, city, state, and ZIP code

6 SHELLEY COURT, LLC
60 BRAMS POINT ROAD
HILTON HEAD, SC 29926

C IRS Center where partnership filed return
e-file

D [ ] Check if this is a publicly traded partnership (PTP)

Part II Information About the Partner

E Partner's identifying number
[redacted]

F Partner's name, address, city, state, and ZIP code

DAVID A. BROSMAN
40 WIDEWATER ROAD
HILTON HEAD, SC 29926

G [X] General partner or LLC member-manager [ ] Limited partner or other LLC member

H [X] Domestic partner [ ] Foreign partner

I1 What type of entity is this partner? Disregarded Entity

I2 If this partner is a retirement plan (IRA/SEP/Keogh/etc.), check here [ ]

J Partner's share of profit, loss, and capital (see instructions):

	Beginning	Ending
Profit	50 %	50 %
Loss	50 %	50 %
Capital	50 %	50 %

K Partner's share of liabilities:

	Beginning	Ending
Nonrecourse	$ 72,369.	$
Qualified nonrecourse financing	$	$
Recourse	$	$

L Partner's capital account analysis:

Beginning capital account	$ 188,631.
Capital contributed during the year	$ 51,023.
Current year increase (decrease)	$ 74,216.
Withdrawals & distributions	$ (313,870.)
Ending capital account	$ 0.

[X] Tax basis [ ] GAAP [ ] Section 704(b) book [ ] Other (explain)

M Did the partner contribute property with a built-in gain or loss?
[ ] Yes [X] No
If "Yes," attach statement (see instructions)

Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items

1	Ordinary business income (loss)	15	Credits
2 *	Net rental real estate income (loss) -4,447.		
3	Other net rental income (loss)	16	Foreign transactions
4	Guaranteed payments		
5	Interest income		
6a	Ordinary dividends		
6b	Qualified dividends		
6c	Dividend equivalents		
7	Royalties		
8	Net short-term capital gain (loss)	17 A	Alternative minimum tax (AMT) items 20.
9a	Net long-term capital gain (loss)	B	3,709.
9b	Collectibles (28%) gain (loss)		
9c	Unrecaptured section 1250 gain 20,719.	18	Tax-exempt income and nondeductible expenses
10	Net section 1231 gain (loss) 78,663.		
11	Other income (loss)		
12	Section 179 deduction	19 A	Distributions 313,870.
13	Other deductions	20 Z	Other information -4,447.
14	Self-employment earnings (loss)		

*See attached statement for additional information.

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651118

Schedule K-1 (Form 1065)

Department of the Treasury
Internal Revenue Service

2018

For calendar year 2018, or tax year

beginning / / 2018 ending / /

☐ Final K-1 ☐ Amended K-1

OMB No. 1545-0123

Partner's Share of Income, Deductions, Credits, etc.

► See separate instructions.

Part I Information About the Partnership

A Partnership's employer identification number
46-1755657

B Partnership's name, address, city, state, and ZIP code

ISLAND FUNDING, LLC
60 BRAMS POINT RD
HILTON HEAD, SC 29926

C IRS Center where partnership filed return
e-file

D ☐ Check if this is a publicly traded partnership (PTP)

Part II Information About the Partner

E Partner's identifying number
[redacted]

F Partner's name, address, city, state, and ZIP code

DAVID A BROSMAN
40 WIDEWATER ROAD
HILTON HEAD, SC 29926

G ☐ General partner or LLC member-manager ☒ Limited partner or other LLC member

H ☒ Domestic partner ☐ Foreign partner

I1 What type of entity is this partner? Disregarded Entity

I2 If this partner is a retirement plan (IRA/SEP/Keogh/etc.), check here ☐

J Partner's share of profit, loss, and capital (see instructions):

	Beginning	Ending
Profit	50 %	50 %
Loss	50 %	50 %
Capital	50 %	50 %

K Partner's share of liabilities:

	Beginning	Ending
Nonrecourse	$ 626,594.	$ 643,820.
Qualified nonrecourse financing	$	$
Recourse	$	$

L Partner's capital account analysis:

Beginning capital account	$ 1,530,850.
Capital contributed during the year	$ 313,870.
Current year increase (decrease)	$ 106,112.
Withdrawals & distributions	$ (147,296.)
Ending capital account	$ 1,803,536.

☒ Tax basis ☐ GAAP ☐ Section 704(b) book ☐ Other (explain)

M Did the partner contribute property with a built-in gain or loss?
☐ Yes ☒ No
If "Yes," attach statement (see instructions)

Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items

1	Ordinary business income (loss) -17,232.	15	Credits
2 *	Net rental real estate income (loss) -12,669.		
3	Other net rental income (loss)	16	Foreign transactions
4	Guaranteed payments		
5	Interest income 230.		
6a	Ordinary dividends		
6b	Qualified dividends		
6c	Dividend equivalents		
7	Royalties		
8	Net short-term capital gain (loss)	17 A	Alternative minimum tax (AMT) items -6,155.
9a	Net long-term capital gain (loss)	B	-1,758.
9b	Collectibles (28%) gain (loss)		
9c	Unrecaptured section 1250 gain 49,052.	18	Tax-exempt income and nondeductible expenses
10	Net section 1231 gain (loss) 135,783.		
11	Other income (loss)		
		19 A	Distributions 147,296.
12	Section 179 deduction		
13	Other deductions	20 A	Other information 230.
		AB	272,809.
		Z	-29,901.
14	Self-employment earnings (loss)		

*See attached statement for additional information.

For IRS Use Only

BAA For Paperwork Reduction Act Notice, see Instructions for Form 1065. Schedule K-1 (Form 1065) 2018

Partner 2

PTPA0312L 08/31/18

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From: Boardwalk properties
To: Elizabeth Palmer
Subject: Fwd: Tax Sale Highlights
Date: Wednesday, November 10, 2021 5:35:31 PM
Attachments: Tax Sale 2020 Highlights.pdf
We sent you safe versions of your files.msg

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

Sent from my iPhone

Thanks
Gary Johnson

Begin forwarded message:

From: "Matthew W. Brosman, Esq." <mbrosman@brosmanlegal.com>
Date: October 1, 2020 at 10:32:21 AM EDT
To: Boardwalk properties <boardwalkhiltonhead@gmail.com>
Subject: Tax Sale Highlights

See attached. Yellow highlights are ones that look like good potential and the two green highlights are the ones my dad wants to bid on with Bella B, LLC that attach to his property from a previous dealing with Lindgren.

Matthew W. Brosman, J.D., LL.M.
Attorney at Law
Brosman Legal, LLC
P.O. Box 21129
Hilton Head Island, SC 29925
e. mbrosman@brosmanlegal.com
p. 843-422-2121

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From: jujmf@aol.com
Subject: Re: 40 Wide Water - Hit Read Receipt
Date: Aug 9, 2016 at 9:49:12 AM
To: gjohnson1@aol.com

gary

I sent the signed contract to atlantic marine via email.
If you could arrange payment I would much appreciate it.

thanks,

david

-----Original Message-----
From: Gary Johnson <gjohnson1@aol.com>
To: Dave B <jujmf@aol.com>
Sent: Mon, Aug 8, 2016 11:06 am
Subject: Fwd: 40 Wide Water - Hit Read Receipt

Gary Johnson
Boardwalk Properties
843-681-4002

Begin forwarded message:

From: "Atlantic Marine Construction" <jjmarinebft@hargray.com>
Date: August 8, 2016 at 10:53:55 AM EDT
To: <GJohnson1@aol.com>
Subject: 40 Wide Water - Hit Read Receipt

Dear Mr. Johnson and Mr. Broseman,

Attached find our work order for the piles on the pier head. Please sign and return with the 50% deposit so we may complete this project as soon as possible.

Any question please call.

Sincerely,

Darlene Connelly
Office Manager/Bookkeeper
Atlantic Marine Construction Co., Inc
843-846-8114

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ATLANTIC MARINE CONSTRUCTION CO. INC.
372 COUNTY SHED RD
BEAUFORT, SC 29906
PHONE 843-846-8114 FAX: 843-846-8115
ProDocksbyAMC.com

August 8, 2016

Mr. Gary Johnson
Re: David Brosman

Email: gjohnson1@aol.com

Per Dave Charge IP

Dave's Personal dock AT 40 Wide Water paid ATV Islanding funding ACCOUNT
CK 1803 $1,100 8/8/2016
CK 1819 $1,100 8/7/2016

Re: 40 Wide Water, Tee Head Sister Pile

WORK ORDER ACKNOWLEDGEMENT

Atlantic Marine Construction shall supply all materials, labor, and equipment to complete the following scope of work:

- Mobilize barge to site while in Broad Creek and install 2 each sister pile on channel side corners of pier head and level back up as best as we can.
- Any handrail or repair needed other than sister piles shall be invoiced as an extra.

APPROXIMATE COST----------$2,200.00*

***Approximate cost based on utilizing 2 – 30' timber pile. If not long enough or don't have proper size of barge and longer needs to be used, additional costs shall also be invoiced.**
****AMC is NOT to be held liable for any damage to structure during the sister pile installation and leveling.**

Construction Notes:

- Timber grade shall be #2 or better, except decking to be #1 grade and unless otherwise specified handrail system, which shall be #1 KDAT, air dried or equivalent. All lumber to be treated as required by AWPA, C-2 & C-18
- All piles are marine treated 2.5 lb. cca and/or as required by AWPA, C-3 & C-18 and to conform to ASTM-D25 as a minimum.
- All hardware shall be hot dipped galvanized. Nails to be Maze brand, double hot dipped galvanized, ptl - ring shanked unless otherwise specified.
- Attachment B forms a binding part of this proposal/contract.
- Any city or local permits necessary for construction is the responsibility of the owner, unless owner desires Atlantic Marine to apply for them as a contract extra.

Brosman Property Benefits	IF	HA			
Dock restoration 40 Wide Water			2,200.00	Atlantic Marine	
Kitchen floor at 40 Wide Water		#1435	1,325.00	Alemka Paining	
Total 40 Wide Water			3,525.00		
				Inv #s	
Lowcountry Dock Builders	#2083		2,983.10	1053	5/17/2
Lowcountry Deck Builders	#1997		4,440.00		12/28/
Espy Lumber	#1956		1734.37	75242	10/2/2
Espy Lumber	#1956		2,139.63	5237305	10/2/2
Espy Lumber	#5482		3,473.64	5243693+5243969	01/08-1
Estimated parts & supplies			2,000.00		
Total #58 Dock Repair & Renov			16,770.74		
Grand total			20,295.74		

Exhibit 12
Johnson Aff.

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038368

STATE OF SOUTH CAROLINA
CERTIFICATE OF TITLE
OF A VEHICLE

VEHICLE ID NUMBER	YEAR	MAKE	MODEL	NEW/USED
1FTFW1C6XBFA55120	2011	FORD	F150	USED

BODY STYLE	DATE ISSUED	ODOMETER	WEIGHT	TITLE NUMBER
PK	03-13-2014	27,300	5557	770580276083194B

VEHICLE BRAND(S)
ACTUAL MILEAGE

FULL NAME OF OWNER(S)
JOHNSON, GARY C
60 BRAMS POINT RD
HILTON HEAD ISLAND SC 299262003

CUSTOMER NUMBER: 024023439

THE SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES HEREBY CERTIFIES THAT THE PERSON HEREIN IS REGISTERED BY THIS DEPARTMENT AS THE LAWFUL OWNER OF THE VEHICLE DESCRIBED SUBJECT TO THE LIENS, IF ANY, HEREIN SET FORTH.

KEVIN A. SHWEDO
EXECUTIVE DIRECTOR

NIKKI R. HALEY
GOVERNOR

ANY ALTERATION OR ERASURE VOIDS THIS TITLE

045426502

0005 0003197

SEE REVERSE SIDE FOR OPENING INSTRUCTIONS

South Carolina
Department of Motor Vehicles
P.O. Box 1498
Columbia, SC 29216-0024

IMPORTANT
This Envelope Contains Your
CERTIFICATE OF TITLE
"OPEN CAREFULLY"

Automated Presort

PRESORTED
FIRST-CLASS MAIL
U.S. POSTAGE PAID
COLUMBIA, S.C.
PERMIT NO. 543

JOHNSON, GARY C
60 BRAMS POINT RD

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THIS DOCUMENT PROTECTED BY VOID PANTOGRAPH, MICROPRINT LINES, PSEUDO WATERMARK ON BACK, PLUS OTHER SAFETY FEATURES

The State of South Carolina
Department of Natural Resources
CERTIFICATE OF TITLE

FOR A WATERCRAFT

TITLE NUMBER	REGISTRATION NUMBER: SC-5538-DB	COUNTY	DATE OF ISSUE
WAD0012933		7	10/30/2014

IDENTIFICATION NUMBER	MAKE	MODEL	YEAR
RJD00881G607	EVERGLADES	211CC	2007

LENGTH
20 ' 11"

CONSTRUCTION:
FIBERGLASS

OWNER

ISLAND FUNDING LLC
60 BRAMS POINT RD
HILTON HEAD ISLAND SC 29926

CO-OWNERS

ERASURES OR ALTERATIONS VOID THIS TITLE

First Lien Holder

Second Lien Holder

The above named lien holder(s) hereby affirm that the lien on this property has been fully satisfied, and the above named lien holder releases any and all interest in the property.

FIRST LIEN HOLDER

Signature

Official Title

Day Month Year

SECOND LIEN HOLDER

Signature

Official Title

Day Month Year

Notice to lien holder:
When a lien is discharged, the lienholder shall note that fact on the face of the certificate of title. Within thirty days of discharging the lien, the holder shall present it to the department. Section 50-23-140(b)

www.dnr.sc.gov

Gary C Johnson
Everglades Boat Expenditures
All Transactions

Type	Date	Num	Name	Memo	Account	Class	Origin
Proceeds							
Deposit 1	08/29/2014		aig	Insurance Check ...	Proceeds	Everglades	
Total Proceeds							
Repairs (Repairs & Maintenance)							
Check 2	06/02/2014	9994	Broad Creek Marina	drain water from e...	Repairs (Repairs ...	Everglades	
Check 3	06/25/2014	2712	Mark Riberro	Flushed engine, c...	Repairs (Repairs ...	Everglades	
Check 4	12/29/2014		American Expres...	Everglades Messe...	Repairs (Repairs ...	Everglades	
Check 5	12/29/2014		American Expres...	Everglades Messex	Repairs (Repairs ...	Everglades	
Check 6	11/08/2016		American Expres...	Butler Marine	Repairs (Repairs ...	Everglades	
Check 7	01/19/2017	9995	Whiz Marine Serv...	re-wire switches, h...	Repairs (Repairs ...	Everglades	
Check 8	05/14/2018	9996	Boats.net	Honda Parts	Repairs (Repairs ...	Everglades	
Check 9	05/22/2018		American Expres...	boats.net	Repairs (Repairs ...	Everglades	
Check 10	09/05/2018		Barclaycard	Butler Marine	Repairs (Repairs ...	Everglades	
Check 11	10/22/2018		American Expres...	boats.net	Repairs (Repairs ...	Everglades	
Check 12	11/21/2018		American Expres...	Roy Newsom Trail...	Repairs (Repairs ...	Everglades	
Check 13	11/21/2018		American Expres...	Boats.net Evergla...	Repairs (Repairs ...	Everglades	
Check 14	07/19/2021	pos	Broad Creek Marina	Clean paint Bottom	Repairs (Repairs ...	Everglades	
Deposit 15	10/05/2021		Island Funding LLC	Boat repairs reimb...	Repairs (Repairs ...	Everglades	
Check 16	11/02/2021	2805	American Expres...	UShip Everglades ...	Repairs (Repairs ...	Everglades	
Check 17	12/14/2021	9997	Diamond Motors ...	225 HP upgrade	Repairs (Repairs ...	Everglades	
Check 18	12/14/2021	9999	Diamond Motors ...	Suzuki 200HP	Repairs (Repairs ...	Everglades	
Check 19	03/22/2022	9998	Diamond Motors ...	Steering system re...	Repairs (Repairs ...	Everglades	
Total Repairs (Repairs & Maintenance)							
Taxes							
Check	01/18/2022	2735	Beaufort County ...	WC210050849	Taxes	Everglades	
Check	03/22/2022	2756	Beaufort County ...	WC210050849	Taxes	Everglades	
Check	03/22/2022	2756	Beaufort County ...	WC210050849	Taxes	Everglades	
Total Taxes							
TOTAL							

Gary C Johnson
Everglades Boat Expenditures
All Transactions

1.	The insurance deposit. If you remember when the boat sunk on May 17th, I was the owner of record. Island Funding was in the process of buying it pendin me having to file a claim with my insurance company.
2.	Broad Creek Marina attempted to salvage the engine. See attached invoice.
3.	A month later Mark with more experience flushed the engine properly, took the starter and altenator off to have them rebuit. Installed new batteries and ter
4.	Trailer parts see attached invoice.
5.	Trailer parts see attached invoice.
6.	The boat was taken to Butler Marine to see if they could fix it. The motor ran but would overheat and quit. See attached invoice
7.	Whiz marine replaced the switches, terminals, the lights, VHF radio, Fuel gauge, GPS, Horn and other electronics. See attached invoice.
8.	Most of the outboard parts were purchased from boats.net the online discount Honda dealer. See attached invoice
9.	Honda Parts See attached invoice
10.	I took the boat back to Butler Marine to have it hooked up to a honda computer to find out the issue of the motor. It would Idle but if you put in power it wou invoice.
11.	Honda parts. I tried to buy a new 200HP motor but they were hard to get in this horsepower. I put my name on the list with several dealers. See attached i
12.	Trailer parts see attached invoice.
13.	Honda Parts see attached invoice
14.	Diamond Marine said they had a 200HP motor comming in so I sent the boat over to Broad creek to get the bottom and transom cleaned to get ready for th attached invoice.
15.	This is a reimbursement check to me for the Broad Creek Marina service. See attached invoice.
16.	This is the Uship charge to deliver to Diamond and returned to storage at Matthews Marine. The boat was at Diamond Marine for 7 months. See attached i
17.	The 200HP motor was damanged so I bought the only other motor in the range 225HP. The 225HP motor was a 2,544.00 up grade. See attached invoice.

Gary C Johnson
Everglades Boat Expenditures
All Transactions

18. The origional 200HP motor I purchased. See attached invoice.

19. I had Diamond Marine do a river test on the boat to see if it checked out before I had it picked up. The boat had been sitting for years before it was delivere locked, the batteries were dead, water in the fuel. See attached invoice. The boat is stored at Matthew's Marine at a cost of $135 a month billed to my Ame this report. This report is subject to change when I finnish the Island Funding side of the report. Also note our 2015 credit card expences are missing from t storage send an update with the Island Funding report.

Exhibit 14
Johnson Aff.

AIG

CONFIRMATION OF RECREATIONAL MARINE COVERAGE

POLICY NUMBER: 015919883

ASSURED:

Johnson, Gary
Boardwalk Properties LLC
60 Brams Point Rd
Hilton Head, South Carolina, 29926

POLICY INFORMATION:

COVERAGES	LIMITS	DEDUCTIBLES	PREMIUM
Hull and Machinery	**$ 24,000.00**	**2 %**	**$ 159.12**
Windstorm Deductible	**-**	**5 %**	**-**
Towing & Assistance	**$ 5,000.00**	**None**	**Included**
Tender(s)	**$ 10,000.00**	**$250.00**	**Included**
Personal Watercraft	**NA**	**NA**	**NA**
Liability	**$ 300,000.00**	**None**	**$ 175.00**
Medical Payments	**$ 30,000.00**	**None**	**Included**
Uninsured Boater	**$ 300,000.00**	**None**	**Included**
Trailer	**$ 1,000.00**	**$250.00**	**Included**
Personal Effects	**$ 25,000.00**	**$250.00**	**Included**
Loss Free Credit			**$ (33.41)**
Underwriting Credit			**$ 0.00**

ADDITIONAL PREMIUM FACTORS:

TOTAL PREMIUM: **$300.71**

SUBJECT MATTER: **2007, 20 ft - Everglades**

EFFECTIVE: **July 09, 2013**

CONDITIONS: **AIG Global Marine "All Risk" Yacht Form**

EXCLUSIONS: **Per Form**

NAVIGATIONAL AREA/WARRANTY: **East Coast**

SECURITY: **National Union Fire Insurance Co of Pittsburgh, PA (A.M.Best: A) Admitted**

SUBJECT TO: **Receipt of complete, accurate signed application within 30 days of effective date**

July 09, 2013

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Exhibit 14
Johnson Aff.

QTY.	MATERIAL	PRICE	AMOUNT
6qt	10W-40		51 00
1	oil [illegible]		35 00
40	Gallons Fuel	4.00	160 00

Broad Creek
MARINA
Hilton Head Island
Hilton Head's Premier Boating Facility
P.O. Box 21584 18 Simmons Rd. Hilton Head, SC 29925
(843) 681-3625

INVO

JOB PHONE

JOB NAME / LO

TO: Gary Johnson
21' Everglades

TERMS:

DESCRIPTION OF WORK

Drain water from Ga
Pull Plugs Spray with
O.C. Drain water from
Thru.
Install Spark Plugs & W
Get Engine To Run for
Track To Restart W
To get The Engine Pro

LABOR	HOURS	RATE	AMOUNT	TO
Ryan	5			

WORK ORDERED BY

DATE COMPLETED

SIGNATURE (I hereby acknowledge the satisfactory completion of the above described work).

Tha
PAY TH

Exhibit 14
Johnson Aff.

MESSEX ONE STOP SERVICE, INC.
P.O. BOX 1991
BLUFFTON, SC. 29910
Phone - 843-757-2010 Fax - 843-757-6101

INVOICE
74324

ELECTRONICALLY FILED - 2023 Feb 12 2:45 PM - BEAUFORT - COMMON PLEAS - CASE#2022CP0702454

INVOICE

Print Date : 11/21/2014

BOARD WALK PRO

2014 BOAT TRAILER -

Lic # : .
Unit # :
Vin # :
Hat # :

Odometer In : 1

CELL 843-681-4002
Cust ID : 4360
Ref # :

Part Description / Number	Qty	Sale	Extended	Labor Description	Extended
1 1/16 X 1 3/8 HUB 5 BOLT 4545G	2.00	45.95	91.90		
PAL NUT 5/8 ZINC 25 PAK 4108	4.00	0.59	2.36		
STOLTZ 10 KEEL ROLLER RP-10 3076	2.00	33.95	67.90		
JACK-1.5-SW -BLT-SVL-8"WH XP15L 30746	1.00	107.70	107.70		

Org. Estimate $286.05 Revisions $0.00 Current Estimate $ 286.05 Additional Cost Revised Estimate

Labor:	**0.00**
Parts:	**269.86**
Sublet:	**0.00**
Sub:	**269.86**
Tax:	**16.19**
Total:	**286.05**
Bal Due:	**$286.05**

[Payments -]

M-F 7-6, SAT. 8-1 / C-STORE DAILY 6AM-8PM

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the car or truck herein described on street, highways or elsewhere for the purpose to testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs thereto. Warranty on parts and labor is one years or 12,000 miles whichever comes first. Warranty work has to be performed in our shop & cannot exceed the original cost of repair.

SIGNATURE..... Date..... Time.....

'en By <none>

01.17.07 Copyright Mitchell 1 Invoic1

Exhibit 14
Johnson Aff.

MESSEX ONE STOP SERVICE, INC.
P.O. BOX 1991
BLUFFTON, SC. 29910
Phone - 843-757-2010 Fax - 843-757-6101

INVOICE
74326

ELECTRONICALLY FILED - 2023 Feb 12 2:45 PM - BEAUFORT - COMMON PLEAS - CASE#2022CP0702454

INVOICE

Print Date : 11/21/2014

BOARD WALK PRO

2014 BOAT TRAILER -

Lic # :
Unit # :
Vin # :
Hat # :

Odometer In : 1

CELL 843-681-4002
Cust ID : 4360

Ref # :

Part Description / Number	Qty	Sale	Extended	Labor Description	Extended
GREASE					
211402	1.00	8.95	8.95		

PD Amt 11/21/2014

Org. Estimate $9.49 Revisions $0.00 Current Estimate $ 9.49 Additional Cost Revised Estimate

Labor:	**0.00**
Parts:	**8.95**
Sublet:	**0.00**
Sub:	**8.95**
Tax:	**0.54**
Total:	**9.49**
Bal Due:	**$9.49**

[Payments -]

M-F 7-6, SAT. 8-1 / C-STORE DAILY 6AM-8PM

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the car or truck herein described on street, highways or elsewhere for the purpose to testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs thereto. Warranty on parts and labor is one years or 12,000 miles whichever comes first. Warranty work has to be performed in our shop & cannot exceed the original cost of repair.

SIGNATURE..... Date..... Time.....

Written By: <none>

01.17.07 Copyright Mitchell 1 Invoic1

ELECTRONICALLY FILED - 2023 Feb 12 12:45 PM - BEAUFORT - COMMON PLEAS - CASE#: 2023CP0702454

American Airlines AAdvantage | MasterCard

AAdvantage Aviator Red MasterCard Reward Summary

Miles earned on American Airlines purchases (2X miles for every dollar spent on eligible purchases)	+	0
Miles earned on all other purchases (1X mile for every dollar spent)	+	1,068
Bonus or promotional miles earned this period	+	0
Adjustments	+	0
Total miles sent to your frequent flyer program	=	**1,068**

YOU'RE READY TO TAKE FLIGHT

You and up to 4 companions on your reservation may each check one eligible bag free of charge when traveling on domestic itineraries operated by American Airlines.

Enjoy Group 1 boarding on domestic American Airlines operated flights

Receive 10% of your miles back when you redeem them for travel (10,000 miles maximum per calendar year)

Activity for GARY C JOHNSON - card ending in 2460

Payments

Trans Date	Posting Date	Transaction Description	Amount
07/19	07/19	Payment Received BANK OF AMERI	-$1,256.91
		Total Payment Activity	-$1,256.91

Purchases

07/03	07/05	COLUMBIA SPORTSWEAR 45 BLUFFTON SC	$148.23
07/06	07/07	PARKER'S # 53 HILTON HEAD SC	$18.99
07/12	07/13	PAYPAL *CHRISTIANBO 4029357733 CA	$124.00
07/13	07/14	NETFLIX.COM NETFLIX.COM CA	$8.47
07/21	07/21	UBER US JUL20 DMHPO 8665761039 CA	$9.61
07/22	07/25	BUTLER MARINE OF BEAUF BEAUFORT SC	$31.31
07/24	07/25	SAMS CLUB #6582 HILTON HEAD SC	$208.48
08/01	08/02	DICKS SPORTING GOODS BLUFFTON SC	$135.78
08/01	08/02	DICKS SPORTING GOODS BLUFFTON SC	$80.02
08/01	08/03	WEST MARINE #567 HILTON HEAD ISC	$22.58
		Total Purchase Activity	$1,068.47

Summary of Fees and Interest

Fees Charged

Trans Date	Posting Date	Transaction Description	Amount
		Total Fees for this Period	$0.00

Interest Charged

Trans Date	Posting Date	Transaction Description	Amount
		Total Interest for this Period	$0.00

Year-to-Date Summary of Fees and Interest Charged*

Total Fees charged in 2016	$79.00	**Total Interest charged in 2016**	$91.87

*This Year-to-Date Summary reflects the Fees and Interest charged on billing statements with closing dates in 2016. The Summary does not reflect any fees or interest adjustments and/or credits that have been made.

ELECTRONICALLY FILED - 2023 Feb 12 12:45 PM - BEAUFORT - CLERK OF COURT - CPP070254

American Airlines AAdvantage

AAdvantage Aviator Red MasterCard Reward Summary

Miles earned on American Airlines purchases (2X miles for every dollar spent on eligible purchases)	+	0
Miles earned on all other purchases (1X mile for every dollar spent)	+	1,033
Bonus or promotional miles earned this period	+	51
Adjustments	+	0
Total miles sent to your frequent flyer program	=	**1,084**

YOU'RE READY TO TAKE FLIGHT

You and up to 4 companions on your reservation may each check one eligible bag free of charge when traveling on domestic itineraries operated by American Airlines.

Enjoy Group 1 boarding on domestic American Airlines operated flights

Receive 10% of your miles back when you redeem them for travel (10,000 miles maximum per calendar year)

Activity for GARY C JOHNSON - card ending in 2460

Payments

Trans Date	Posting Date	Transaction Description	Amount
08/04	08/04	PAYMENT RECV'D CHECKFREE	-$250.00
08/04	08/04	Payment Received BANK OF AMERI	-$1,068.47
09/02	09/02	PAYMENT RECV'D CHECKFREE	-$250.00
		Total Payment Activity	**-$1,568.47**

Purchases

Trans Date	Posting Date	Transaction Description	Amount
08/03	08/04	DICKS SPORTING GOODS BLUFFTON SC	$47.69
08/12	08/15	BUTLER MARINE OF BEAUF BEAUFORT SC	$386.70
08/13	08/15	NETFLIX.COM NETFLIX.COM CA	$10.59
08/20	08/22	HILTON HEAD HARBOR OPE HILTON HEAD ISC	$44.27
08/24	08/25	UBER US AUG24 D3I6Q 8665761039 CA	$12.55
08/26	08/29	SAMSCLUB #6582 HILTON HEAD SC	$185.23
08/29	08/31	AUNT CHILADAS HILTON HEAD ISC	$90.00
09/01	09/02	UBER US SEP01 HUZZI 8665761039 CA	$29.63
		Total Purchase Activity	**$1,032.28**

Everglades invoice 98840

Summary of Fees and Interest

Fees Charged

Trans Date	Posting Date	Transaction Description	Amount
		Total Fees for this Period	**$0.00**

Interest Charged

Trans Date	Posting Date	Transaction Description	Amount
		Total Interest for this Period	**$0.00**

Year-to-Date Summary of Fees and Interest Charged*

Total Fees charged in 2016	**$79.00**	**Total Interest charged in 2016**	**$91.87**

*This Year-to-Date Summary reflects the Fees and Interest charged on billing statements with closing dates in 2016. The Summary does not reflect any fees or interest adjustments and/or credits that have been made.

Butler - 714.01 8/12

ELECTRONICALLY FILED - 2023 Feb 12 12:45 PM - BEAUFORT - COMMON PLEAS - CASE#2022CP0702454

Butler Marine, Inc.
70 Sea Island Parkway
Beaufort, SC 29907
(843) 522-9461

Customer Charge Activity Statement
Charge Activity From 8/01/16 thru 11/30/16

Account No 8438163175
GARY JOHNSON
60 BRAMS PT RD
HILTON HEAD, SC 29926

December 7, 2016

Date	Description	Amount
7/31/16	Balance Forward As Of 7/31/2016	-327.31 Pd by John
8/12/16	Payment - CASH REVISED WAS MC	-386.70 Pd by Jo
8/15/16	CHARGE Inv No 98884 - Work Order 14234	900.13

Invoice Items

8/15/16 289353	06064 CARB & CHOKE CLEANE	1	7.98	7.98
8/15/16 SHIPPING	SHIPPING & HANDLING	1	6.00	6.00
8/15/16 710-54-816311T	CABLE TIE @100	2	0.44	0.88
8/15/16 50-14131	TIE STRAP 4" UV @100	1	0.07	0.07
8/15/16 91404-ZY3-000	TUBE, WATER CHECK	1	3.00	3.00
8/15/16 35655-ZY3-C01	SENSOR, OXYGEN	1	286.04	286.04
8/15/16 ACC-RNGFR-PL-12	RING FREE PLUS 12 OZ	2	22.50	45.00
8/15/16 19259-ZY3-000	TUBE, WATER OUTLET	1	17.90	17.90
8/15/16 T18010101	WINCH 1800 LB	1	88.46	88.46
8/15/16 WS25	ROD SAVER WINCH STRAP 25'	1	15.63	15.63
8/15/16 028632171509	BERKLEY GSSHR3-PW GULP	3	3.70	11.10
8/15/16 081478112075	COTEE 1/4 OZ CHT 6PK	1	2.65	2.65
8/15/16 985J	LOCK NUT 1/4-20 SS	1	0.20	0.20
8/15/16 76-1030	-LIFE CALK TUBE WHITE	1	18.87	18.87
Items Tota				503.78
Total Labor				337.50
Shop Supplies				27.00
Total Sales Taxes				31.85

Current Balance 186.12 Pd by JF

No Returns on Electrical or Special Orders!

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Butler Marine, Inc.
70 Sea Island Parkway
Beaufort, SC 29907
(843) 522-9461

Invoice

8438163175
GARY JOHNSON
60 BRAMS PT RD
HILTON HEAD, SC 29926

Sales Code: AP

Invoice No	98840
Invoice Date	8/12/16
Work Order No	14223
Date In	8/11/16

HOME (843) 816-3175

Unit Information:
Reg No: GA 6626 UU
Year: 2007 Make: EVERGLADES Model: 211 CC Color: WHITE Length: 21'1" Boat Name: WHITE SMOKE Serial No: RJD0081G607
Motor1:
Make: HONDA Model: BF225A6XA HP: 225 Serial No: BAGJ-1403759
Trailer:
Make: VENTURE
Boat Name: WHITE SMOKE

Job No 1 — Job Description

INSTALL 02 SENSOR

Correction

REPLACED 02 SENSOR - CRANKED ENGINE WITH COMPUTER HOOKED UP - NO CODES - CLEARED OLD CODES - FOUND MISFIRE AT CYL #4 - FUEL INJECTOR INOP AT IDLE - CUSTOMER CHOSE TO RUN RING FREE THROUGH ENGINE - PUT SECOND BOTTLE IN COMPARTMENT WITH BATT SWITCH.

Payable By Customer

Part No	Make	Dept	Description	Qty	Price Each	Total
ACC-RNGFR-PL-1	YAM	12	RING FREE PLUS 12 OZ	2.00	22.50	45.00
				Parts Sub Total		45.00

Code	Tech	Description	
R	34	RETAIL	
			Labor Sub Total 312.50

Job No 2 — Job Description

INSTALL WATER CHECK TUBE

Trip To Repair Motor No Go!

Correction

INSTALLED WATER TUBE

************Internal Work Order********** Stock No**

Code	Tech	Description	
I	34	INTERNAL LABOR RATE	
			Labor Sub Total 85.00

Invoice Summary

No Returns on Electrical or Special Orders!
Payment Due On Receipt

Pd by Gary AA MasterCard See attached MC Statement $386.70

Parts Total	45.00
Labor Total	397.50
Shop Supplies	25.00
Sales Tax	4.20
Grand Total	471.70
Internal Paid By Dealer	85.00
Amount Due By Customer	386.70
Paid MC	386.70
Balance Due	0.00

Page: 1

ELECTRONICALLY FILED - 2023 Feb 12 12:45 PM - BEAUFORT - COMMON PLEAS - CASE#2022CP0702454

Butler Marine, Inc.

70 Sea Island Parkway
Beaufort, SC 29907
(843) 522-9461

Terms

STRICTLY CASH UNLESS ARRANGEMENTS MADE. I HEREBY AUTHORIZE THE BELOW REPAIR WORK TO BE DONE ALONG WITH NECESSARY MATERIALS. YOU AND YOU EMPLOYEES MAY OPERATE WATERCRAFT FOR PURPOSES OF TESTING, INSPECTION OR DELIVERY AT MY RISK. AN EXPRESS MECHANICS LIEN IS ACKNOWLEDGED ON WATERCRAFT TO SECURE THE AMOUNT OF REPAIRS THERETO. CUSTOMER WILL BE RESPONSIBLE FOR LOSS OR DAMAGE TO WATERCRAFT OR ARTICLES LEFT IN WATERCRAFT IN CASE OF FIRE, THEFT, ACCIDENT OR ANY OTHER CAUSE BEYOND OUR CONTROL.

X _____

Disclaimer Of Warranties

THE ONLY WARRANTY APPLYING TO THE PARTS AND SERVICE PROVIOED AS PER THIS REPAIR ORDER ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURERS OF THE PARTS USED. BUTLER MARINE, INC. HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURCHASE, AND BUTLER MARINE, INC. NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF PART AND/OR SERVICE. THE CUSTOMER IS NOT ENTITLED TO RECOVER FROM BUTLER MARINE, INC. ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME OR ANY OTHER INCIDENTAL DAMAGES. STORAGE: IF WATERCRAFT IS NOT PICKED UP FOR

Customer No 8438163175
GARY JOHNSON
60 BRAMS PT RD
HILTON HEAD, SC 29926

HOME (843) 816-3175

Date In 8/11/16 Work Order No 14234
Service Writer: AP Miles/Hrs
Estimated Completion Date In Service Date 3/29/07
Service Contract

Unit Information

Reg No: GA 6626 UU
Year: 2007 Make: EVERGLADES Model: 211 CC Color: WHITE Length: 21'1" Boat Name: WHITE SMOKE Serial No: RJD0081G607
Motor1:
Make: HONDA Model: BF225A6XA HP: 225 Serial No: BAGJ-1403759
Trailer:
Make: VENTURE
Boat Name: WHITE SMOKE

Motor Covered Pd by Carey A Mark Trailer

Job No 1 Job Description *01423401*

ENGINE OVERHEAT - LOW IDLE AND HIGH TEMP ALARMS ARE GOING OFF - WATER COMING OUT OF MOTOR **ASK AP** - APPROVED 1 HOUR INSPECT AND ADVISE

Correction

PERFORMED HONDA DAG - DIAG SHOWS THAT THE O2 SENSOR IS FAILING - O2 SENSOR NEEDS TO BE REPLACED - O2 SENSOR IS ON BACK ORDER UNTIL 7/25 - DISSABLED ALARM PER CUST REQUEST - O2 SENSOR NOT REPLACED AT TIME OF SERVICE

Payable By Customer

Part No	Make	Dept	Description	BIN	Date	Qty	Price Each	Total
289353	DON	12	06064 CARB & CHOKE CLEAN	400A	8/15/16	1.00	7.98	7.98
19259-ZY3-000	HON	26	TUBE, WATER OUTLET		8/15/16	1.00	17.90	17.90
SHIPPING	NS	S	SHIPPING & HANDLING		8/15/16	1.00	6.00	6.00
710-54-816311T	LAN	11	CABLE TIE @100	CURT1	8/15/16	2.00	0.44	0.88
50-14131	LAN	11	TIE STRAP 4" UV @100	CURT1	8/15/16	1.00	0.07	0.07
91404-ZY3-000	HON	11	TUBE, WATER CHECK		8/15/16	1.00	3.00	3.00
35655-ZY3-C01	HON	S	SENSOR, OXYGEN	CABC4B1	8/15/16	1.00	286.04	286.04
ACC-RNGFR-PL-1	YAM	12	RING FREE PLUS 12 OZ	YAMLUBC	8/15/16	2.00	22.50	45.00

Parts Sub Total 366.87

Code	Tech	Description	Date	Total
R	21	RETAIL	8/15/16	125.00

Labor Sub Total 125.00

Tech Notes:

Date:_____ Technician:_____ Hours:_____

Job No 2 Job Description *01423402*

REPLACE PORT TRIM ACTUATOR WITH NEW ACTUATOR - **KEEP THE OLD TRIM TAB IT HAS TO BE SENT BACK IN**

Correction

REMOVED PORT ACTUATOR AND INSTALLED NEW ONE - TEST FUNCTION - TEST GOOD.

**********Internal Work Order********** Stock No

Page: 1 Work Order No 14234 - JOHNSON GARY

ELECTRONICALLY FILED - 2023-Feb-12 12:45 PM - BEAUFORT - COMMON PLEAS - CASE#2022CP0702454

Code	Tech	Description	Date		Total
I	21	INTERNAL LABOR RATE	8/15/16		80.00
I	34	WATER TUBE REPLACE	8/15/16		80.00
				Labor Sub Total	160.00

Tech Notes:

Date: _____ Technician: _____ Hours: _____

Job No 3 — Job Description — *01423403*

STORE PURCHASE

Payable By Customer

Part No	Make	Dept	Description	BIN	Date	Qty	Price Each	Total
081478112075	HEN	30	COTEE 1/4 OZ CHT 6PK	2004	8/15/16	1.00	2.65	2.65
028632171509	HEN	30	BERKLEY GSSHR3-PW GULP	2001	8/15/16	3.00	3.70	11.10
							Parts Sub Total	13.75

Tech Notes:

Date: _____ Technician: _____ Hours: _____

Job No 4 — Job Description — *01423404*

REPLACE WINCH AND WINCH STRAP

Correction

REPLACED WINCH AND STRAP - PUT ROPE THAT WAS HOLDING OLD WINCH IN BOAT

Payable By Customer

Part No	Make	Dept	Description	BIN	Date	Qty	Price Each	Total
T18010101	PAX	23	WINCH 1800 LB	610	8/15/16	1.00	88.46	88.46
WS25	PAX	23	ROD SAVER WINCH STRAP 2		8/15/16	1.00	15.63	15.63
							Parts Sub Total	104.09

Code	Tech	Description	Date		Total
R	34	RETAIL	8/15/16		62.50
				Labor Sub Total	62.50

Tech Notes:

Date: _____ Technician: _____ Hours: _____

Job No 5 — Job Description — *01423405*

INSTALL O2 SENSOR AND WATER CHECK TUBE

Correction

Bad cylinder

INSTALLED O2 SENSOR - CRANKED ENGINE WITH COMPUTER HOOKED UP - NO CODES - CLEARED OLD CODES - FOUND MISFIRE AT CYL #4 - FUEL INJECTOR INOP AT IDLE - CUSTOMER CHOSE TO RUN RING FREE THROUGH ENGINE - PUT SECOND BOTTLE IN COMPARTMENT WITH BATT SWITCH

Payable By Customer

Code	Tech	Description	Date		Total
R	34	RETAIL	8/15/16		150.00
				Labor Sub Total	150.00

Tech Notes:

Date: _____ Technician: _____ Hours: _____

Job No 6 — Job Description — *01423406*

RETAIL PARTS FOR INTERNAL TRIM ACTUATOR JOB

Payable By Customer

Part No	Make	Dept	Description	BIN	Date	Qty	Price Each	Total

ELECTRONICALLY FILED – 2023-Feb-12 12:45 PM – BEAUFORT – COMMON PLEAS – CASE#2022CP0702454

76-1030	LAN	20	-LIFE CALK TUBE WHITE	804	8/15/16	1.00	18.87	18.87
985J	PAX	18	LOCK NUT 1/4-20 SS	206	8/15/16	1.00	0.20	0.20
						Parts Sub Total		19.07

Tech Notes: _____

Date: _____ Technician: _____ Hours: _____

Order Summary

Parts Total	503.78
Labor Total	497.50
Shop Supplies	27.00
Sales Tax	31.85
Grand Total	1,060.13
Internal Paid By Dealer	160.00
Amount Due By Customer	900.13

Pd by Gary

Exhibit 14
Johnson Aff.

Statement

BUTLER MARINE, INC.
70 SEA ISLAND PARKWAY
BEAUFORT, SC 29907

Date
11/30/2016

To:
GARY JOHNSON
60 BRAMS POINT ROAD
HILTON HEAD ISLAND, SC 29926-2003

Amount Due	Amount Enc.
$186.12	

Date	Transaction	Amount	Balance
10/31/2016	Balance forward		513.43
11/22/2016	PMT #CH. Paid by Gary —	-327.31	186.12

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	0.00	0.00	0.00	186.12	$186.12

(843) 522-9461
FAX (843) 522-3526

Pd by EF
Ck 1910

ELECTRONICALLY FILED - 2023 Feb 12 12:45 PM - BEAUFORT - COMMON PLEAS - CASE#2022CP0702454

ELECTRONICALLY FILED - 2023 Feb 12 12:45 PM - BEAUFORT - COMMON PLEAS - CASE#2022CP0702454

INVOICE

WHIZ MARINE SERVICE LLC
Reg. No: 47-4963446
100 Lakeview Drive
Suite 312
Fort Lauderdale
FL - 33326
Phone: (954)300-4075
Mobile: (954)292-9931
Service@whizmarineelectric.com

Invoice #	481
Date	Jan 19, 2017
Due Date	Jan 19, 2017

Invoice To:
Gary Johnson
Gary Johnson

Pd by Gary
1/19/2017
$841.10 Excludes

Pay Now

Tasks	Hours	Rate	Amount
Radio installation - Cut out slot for radio, installed radio and Bluetooth device BT-100, repaired wiring issues related to source power. Test radio and Bluetooth device for proper operation.	2.00	$75.00	$150.00
MFD installation - Removed Garmin from existing location, cut out slot for mfd above head unit, ran transducer cable and power cable up to overhead unit. Rewired power cable, added heat shrink ring terminals and butt connectors. Installed mfd test for proper operation, still need to test transducer.	2.50	$75.00	$187.50
VHF radio install - Removed existing vhf bracket mount. Installed new bracket mount, installed and wired vhf radio. Repaired source power issue.	1.50	$75.00	$112.50
Repair short in overhead electrical switch panel - Short in overhead lights. Cut existing butt connectors and replaced with heat shrink connectors replaced accessory switch, short discovered in spreader light circuit.	1.50	$75.00	$112.50
anchor light installation - 1/19/17 Remove existing anchor light, wire new anchor light, drill new screw holes, install light, light not lighting due to short circuit, found anchor light tied into ground wire. Test light, operational.	2.00	$75.00	$150.00
Navigation light installation - 1/19/17 Short circuit in nav light circuit, found wire tied to ground, removed short, replaced nav light, drilled screw holes nav light installed, moved light wire connector to proper pin on switch to operate at all times when in on position.	2.00	$75.00	$150.00
Stereo antenna installation - 1/19/17 Drilled hole on Tee-top, ran wire and antenna through hole, locked antenna onto hole, test radio for reception.	1.00	$75.00	$75.00
find open in bilge manual mode circuit - 1/20/17 Repaired open in bilge curcuit. Repaired secondary bilge wiring.	1.50	$75.00	$112.50

ELECTRONICALLY FILED - 2023 Feb 12 12:45 PM - BEAUFORT - COMMON PLEAS - CASE#2022CP0702454

Repair horn circuit wiring - 1/20/17 Removed and replaced wiring for horn.	1.00	$75.00	$75.00
replace batteries - 1/20/17 Replaced existing batteries with new batteries	0.50	$75.00	$37.50
fuel sending unit check - 1/20/17 Replaced connectors on sending unit, ohm check shows 1.5 meg ohms	0.75	$75.00	$56.25
Repair overhead wiring - 1/20/17 Removed 16g source and ground wiring to overhead panel, added 12g wiring.	1.00	$75.00	$75.00
Repair trailer light wiring - 1/20/17 Repaired wiring on trailer, found blown 20amp fuse on pickup	1.00	$75.00	$75.00
fuel gauge service - 1/21/17 Extend fuel gauge wire, repair ground disconnect, removed Honda gauge clean contacts, test gauge for operation, gauge not operating. Temporarily install fuel gauge, fuel shows 1/2 tank of	1.50	$75.00	$112.50
install outlets - 1/21/17 Replace and installed 9 outlets NOT CULPABLE	1.50	$35.00	– $52.50
Tv service - 1/21/17 On suite 48 Trying to Resolving tv reception. NOT CULPABLE	2.00	$75.00	– $150.00
tap genset heat - 1/21/157 Tapped heat exchange mount. 1/4 NOT CULPABLES	2.00	$75.00	– $150.00
Products	**Quantity**	**Unit Price**	**Amount**
14mm tap kit	1.00	$45.00	– $45.00
illuminated switch	1.00	$13.00	– $13.00
fuel for travel	5.00	$24.00	– $120.00
materials - Terminal block, LED lights	1.00	$24.00	$24.00

Terms and Conditions
All work performed carry a 30 day warranty.
Unpaid invoices are subject to mechanics lien.

Notes
Thank you for your business!
We accept all major credit cards.

Sub Total:	**$1,570.75**
Discount - 20.00 %:	$-314.15
Total USD:	**$1,256.60**
Amount Paid USD:	**$-0.00**
Amount Due USD:	**$1,256.60**

Henry J Garcia
Manager

Remove the boat with all new electronics upd by Gary
1,256.60 – 410.50 Excludes = $846.10

ELECTRONICALLY FILED - 2023 Feb 12 12:45 PM - BEAUFORT - COMMON PLEAS - CASE#2022CP0702454

From: **AOL** gjohnson1@aol.com
Subject: **Re: Your Boats.net Order (10-5280)**
Date: **May 17, 2018 at 7:10:26 AM**
To: **orders@support.boats.net**

Good morning,

Can you tell me why it's going to take five days to ship this to Hilton head 200 miles away? It's usually a one day shipping from your company to me. Is there anything you can do to speed this up? I should have this package today or tomorrow? Not Saturday

Sent from my iPhone

On May 17, 2018, at 4:30 AM, orders@support.boats.net wrote:

Boats.Net The Alternative to Retail Prices

Dear Gary,
Thank you for your recent order at Boats.net! Your order summary is below.

Your order has shipped

Shipments:
Shipped Wednesday, May 16, 2018 1Z1YF720YW19410863

Order #: 10-5280
Date Ordered: 05/14/2018
Payment Method: AMEX
UPSSPP

Shipping To:
60 Brams Point Road
Hilton Head, SC 29926, United States

Order Details	Ordered	Shipped	Ext. Price
06400-ZY3-000 KIT,WATER PUMP HS (American Honda) $47.86	1	1	$47.86
Shipped Wednesday, May 16, 2018 1Z1YF720YW19410863			

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24343-ZW1-B02 HOLDER, SHIFT ROD (American Honda) $10.70 Shipped Wednesday, May 16, 2018 1Z1YF720YW19410863	1	1	$10.70
40210-ZY3-610 BUSH, VERTICAL SHAFT (American Honda) $21.00 Shipped Wednesday, May 16, 2018 1Z1YF720YW19410863	3	3	$63.00
41109-ZW1-B00 METAL, ANODE (American Honda) $12.06 Shipped Wednesday, May 16, 2018 1Z1YF720YW19410863	2	2	$24.12
90756-ZV5-000 PIN, DOWEL (6X10) (American Honda) $1.72 Shipped Wednesday, May 16, 2018 1Z1YF720YW19410863	2	2	$3.44
91151-ZY3-003 ROLLER (4X13.8) (American Honda) $1.41 Shipped Wednesday, May 16, 2018 1Z1YF720YW19410863	2	2	$2.82
91252-ZY3-003 SEAL (30X45X7) (American Honda) $4.43 Shipped Wednesday, May 16, 2018 1Z1YF720YW19410863	4	4	$17.72
91358-ZY3-003 O-RING (American Honda) $4.91 Shipped Wednesday, May 16, 2018 1Z1YF720YW19410863	1	1	$4.91
91359-ZY3-003 O-RING (69.1X2.4) (American Honda) $4.91 Shipped Wednesday, May 16, 2018 1Z1YF720YW19410863	1	1	$4.91
91551-ZY3-000 COLLAR, DISTANCE (American Honda) $1.41 Shipped Wednesday, May 16, 2018 1Z1YF720YW19410863	1	1	$1.41

Subtotal:	$180.89
Shipping & Handling:	$0.00
Tax:	$0.00
Order Total:	$180.89

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Order Details

View Original Order (/account/order/MTEzNTY)

Your order details are below.

Shipments

Shipped: Monday, May 21, 2018 (http://wwwapps.ups.com/etracking/tracking.cgi?tracknums_displayed=1&TypeOfInquiryNumber=T&HTMLVersion=4.0&InquiryNumber1=1ZY763771351421942) · UPS Next Day Air Saver · Tracking ID: 1ZY763771351421942 (http://wwwapps.ups.com/etracking/tracking.cgi?tracknums_displayed=1&TypeOfInquiryNumber=T&HTMLVersion=4.0&InquiryNumber1=1ZY763771351421942)

Track Shipment → (http://wwwapps.ups.com/etracking/tracking.cgi?tracknums_displayed=1&TypeOfInquiryNumber=T&HTMLVersion=4.0&InquiryNumber1=1ZY763771351421942)

Order #: **10-11356**

Order Status: Shipped
Date Ordered: 05/19/2018
Payment Method: AMEX

Shipping Address

Johnson, Gary
60 Brams Point Road
Hilton Head, SC 29926 US

Order Items

	Ordered	Shipped	Total Price
91251-ZY3-003 - SEAL (26X42X7)	1	1	$4.43

Subtotal:	$4.43
Shipping & Handling:	$9.95
Tax:	$0.00
Total:	$14.38

View Original Order (/account/order/MTEzNTY)

Why Boats.net?

Lowest Prices
Find a lower price and we'll match.
(/info/price-match)

Elite Distributor
Over 5 million orders shipped!
(/info/about-us)

FREE Shipping
* Restrictions apply. Click here for details (/info/shipping#free-shipping)

Commercial Discounts

Special discounts for companies in the marine industry

CHAT NOW

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Details (/info/commercial-discount)

Government Sales

Discounts for federal and most state and municipal agencies

Details (/info/government-sales)

Get The Latest Deals & Promotions

Enter your email address

Sign Up

Questions? Call Us Toll Free **877-408-1587** (tel:8774081587)

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CHAT NOW

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MENU

Boats.net(/)

Your Account (/account) > Order History (/account/order) > Order Details

Order Details

View Original Order (/account/order/MTQ3NzA5)

Your order details are below.

Shipments

Shipped: Thursday, October 25, 2018 (http://wwwapps.ups.com/etracking/tracking.cgi?tracknums_displayed=1&TypeOfInquiryNumber=T&HTMLVersion=4.0&InquiryNumber1=1Z1YF720YN21269109) · UPS SurePost Less than 1 lb · Tracking ID: 1Z1YF720YN21269109 (http://wwwapps.ups.com/etracking/tracking.cgi?tracknums_displayed=1&TypeOfInquiryNumber=T&HTMLVersion=4.0&InquiryNumber1=1Z1YF720YN21269109)

Track Shipment → (http://wwwapps.ups.com/etracking/tracking.cgi?tracknums_displayed=1&TypeOfInquiryNumber=T&HTMLVersion=4.0&InquiryNumber1=1Z1YF720YN21269109)

Order #: **10-147709**

Order Status: Shipped
Date Ordered: 10/24/2018
Payment Method: AMEX

Shipping Address

Johnson, Gary
60 Brams Point Road
Hilton Head, SC 29926 US

Order Items

	Ordered	Shipped	Total Price
91301-ZY3-003 - O-RING (66.4X3.1)	2	2	$11.78

Subtotal: $11.78
Shipping & Handling: $7.95
Tax: $0.00
Total: $19.73

View Original Order (/account/order/MTQ3NzA5)

Why Boats.net?

Lowest Prices
Find a lower price and we'll match.
(/info/price-match)

Elite Distributor
Over 5 million orders shipped!
(/info/about-us)

FREE Shipping
* Restrictions apply. Click here for details (/info/shipping#free-shipping)

Commercial Discounts

Special discounts for companies in the marine industry

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Order Details

View Original Order (/account/order/MTQZNjk3)

Your order details are below.

Shipments

Shipped: Tuesday, October 23, 2018 (http://wwwapps.ups.com/etracking/tracking.cgi?tracknums_displayed=1&TypeOfInquiryNumber=T&HTMLVersion=4.0&InquiryNumber1=1ZY763771351633437) · UPS Next Day Air Saver · Tracking ID: 1ZY763771351633437 (http://wwwapps.ups.com/etracking/tracking.cgi?tracknums_displayed=1&TypeOfInquiryNumber=T&HTMLVersion=4.0&InquiryNumber1=1ZY763771351633437)

Track Shipment → (http://wwwapps.ups.com/etracking/tracking.cgi?tracknums_displayed=1&TypeOfInquiryNumber=T&HTMLVersion=4.0&InquiryNumber1=1ZY763771351633437)

Order #: **10-146697**

Order Status: Shipped
Date Ordered: 10/23/2018
Payment Method: AMEX

Shipping Address

Johnson, Gary
60 Brams Point Road
Hilton Head, SC 29926 US

Order Items

	Ordered	Shipped	Total Price
90019-ZW9-000 - BOLT, FLANGE (6X35)	3	3	15.07
91356-SD4-952 - O-RING (31.5X2.4)	4	4	9.64

Subtotal: $24.71
Shipping & Handling: 10.95
Tax: 0.00
Total: $34.66

View Original Order (/account/order/MTQ2Njk3)

Why Boats.net?

Lowest Prices
Find a lower price and we'll match.
(/info/price-match)

Elite Distributor
Over 5 million orders shipped!
(/info/about-us)

FREE Shipping
* Restrictions apply. Click here for details (/info/shipping#free-shipping)

Commercial Discounts

Special discounts for companies in the marine industry

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...rve for Business Credit Card
...TE INVESTME
...HNSON
... 11/06/18

DELTA

Account Ending 7-94004

...redits

Evergladcs $133.29
60 $707.93
48 ocean yacht 8

	Total
Payments	-$2,121.11
Credits	-$32.76
Total Payments and Credits	-$2,153.87

Detail

*Indicates posting date

Payments

		Amount
10/22/18*	AUTOPAY PAYMENT RECEIVED - THANK YOU BANK OF AMERICA, NA	-$2,121.11

Credits

		Amount
11/02/18	PAYPAL *HOMEIMPROVE 4029357733 TN 4029357733	-$32.76

New Charges

Summary

	Total
Total New Charges	$1,836.08

Detail

GARY C JOHNSON
Card Ending 7-94004

					Amount
10/08/18	WAL-MART SUPERCENTER 728 0728 DISCOUNT STORE	HILTON HEAD ISLAND	SC	P 60 Brams	$53.81
10/10/18	P2 MARINE 0276 410-643-1081	STEVENVILLE	MD	R 48 Ocean	$277.50
10/11/18	USPS PO 4505200659 001354344 8002758777	BEAUFORT	SC	P 60 Brams	$11.42
10/11/18	BEST BUY 888-BESTBUY	BLUFFTON	SC	P 60 Brams	$130.89
10/13/18	WEST MARINE 00001 BOAT DEALER	HILTON ISLAND	SC	R 48 Ocean	$77.85
10/16/18	ROY NEWSOME ENTERPRISES 46168200049675 CAROL1277@HOTMAIL.COM Trailer Parts	SAVANNAH	GA	P R Evergladcs	$620.07
10/22/18	ATLANTIC UNDERWATER 899000003219035 LJM1010@COMCAST.NET	PALM BCH GDNS	FL	P 48 ocean	$100.00
10/23/18	ELA'S BLU WATER GRILLE 0051 843-785-3030	HILTON HEAD	SC	P Dinning	$66.00
10/23/18	BOATS NET CALL CNTR 8774081587 Honda	8774081587	GA	R Evergladcs	$88.90
10/24/18	BOATS.NET 0258 863-465-6669 Honda	LAKE PLACID	FL	R evergladcs	$24.66
10/25/18	BOATS.NET 0258 863-465-6669 Honda	LAKE PLACID	FL	R evergladcs	$19.73
10/26/18	PAYPAL *HOMEIMPROVE 4029357733	4029357733	TN	60 Brams	$32.76
10/29/18	P2 MARINE 0276 410-643-1081	STEVENVILLE	MD	P evergladcs 48 ocean	$148.70

Continued on reverse

				Amount
	SHELL OIL 57543663108 AUTO FUEL DISPENSER	RIVIERA BEACH	FL	$80.00
	BOBBY SOLES PROPELLER 084870020474865 ALLISON.PEREIRA@BOBBYSOLE	WEST PALM BEA	FL	$87.48
/18/18	WALGREENS 8002892273	OKATIE	SC	$80.85
04/18/18	PUBLIX 8636881188	HARDEEVILLE	SC	$82.95
04/19/18	COLUMBIA SPORTSWEAR CO 503-985-4000	BLUFFTON	SC	$42.32
04/19/18	BR FACTORY US 6275 FAMILY CLOTHING	BLUFFTON	SC	$21.96
05/03/18	PUBLIX 8438422632	HILTON HEAD ISLAND	SC	$86.94
05/04/18	SMITH TURF & IRRIGATION L 000000001 S/4/2018 299263	HILTON HEAD	SC	$24.66
05/05/18	BOATS.NET 0258 863-465-6669	LAKE PLACID	FL	$310.77
05/07/18	LOWE'S 843-837-8887	BLUFFTON	SC	$19.08

Fees

		Amount
05/07/18	ANNUAL MEMBERSHIP FEE	$450.00
Total Fees for this Period		**$450.00**

Interest Charged

	Amount
Total Interest Charged for this Period	**$0.00**

About Trailing Interest

You may see interest on your next statement even if you pay the new balance in full and on time and make no new charges. This is called "trailing interest." Trailing interest is the interest charged when, for example, you didn't pay your previous balance in full. When that happens we charge interest from the first day of the billing period until we receive your payment in full. You can avoid paying interest on purchases by paying your balance in full and on time each month. Please see the "When we charge interest" sub-section in your Cardmember Agreement for details.

2018 Fees and Interest Totals Year-to-Date

	Amount
Total Fees in 2018	$450.00
Total Interest in 2018	$0.00

Repairs 60 83.74
Repairs 48 310.77
Everglades 506.04 − 80.58 = 425.46 Boats.Net

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ELECTRONICALLY FILED - 2023 Feb 12 12:45 PM - BEAUFORT - COMMON PLEAS - CASE#2022CP0702454

...e for Business Credit Card
... INVESTME
...HNSON
...ate 06/06/18

DELTA

Account Ending 7-94004

See Page 13 for important information regarding benefits underwritten by AMEX Assurance Company.

We will debit your bank account for your payment of $1,821.14 on 06/21/18. This date may not be the same date your bank will debit your bank account. Any inquiry to American Express concerning this debit should be made before 06/19/18. If your AutoPay payment is less than your Minimum Payment Due, we must receive an additional payment for at least the difference by 07/01/18.

002354 288

Payments and Credits

Summary

	Total
Payments	-$2,008.35
Credits	-$413.38
Total Payments and Credits	-$2,421.73

Detail

*Indicates posting date

Payments		Amount
05/22/18*	AUTOPAY PAYMENT RECEIVED - THANK YOU BANK OF AMERICA, NA	-$2,008.35

Credits		Amount
05/11/18	BOATS.NET 0258 LAKE PLACID FL 863-465-6669 R 480 Everglades	-$80.58
05/17/18	SIRIUS XM RADIO INC. 888-635-5144 NY CABLE & PAY TV R 480 Ocean	-$332.80

New Charges

Summary

	Total
Total New Charges	$1,821.14

Detail

GARY C JOHNSON
Card Ending 7-94004

					Amount
05/07/18	Amazon Prime SHIPPINGCLUB	Amazon.com	WA	P	$13.77
05/12/18	SIRIUS XM RADIO INC. RADIO SERVICE	888-635-5144	NY	P	$20.19
05/15/18	BOATS.NET 0258 863-465-6669 Everglades	LAKE PLACID	FL	R 480 Ocean	$180.89
05/15/18	THE HOME DEPOT 800-654-0688	BLUFFTON	SC	R 20 Boats	$237.00
05/19/18	WEST MARINE 00001 BOAT DEALER	HILTON ISLAND	SC	R 49 Ocean	$12.17
05/20/18	BOATS.NET 0258 863-465-6669 Everglades	LAKE PLACID	FL	R 480 Ocean	$14.38

Continued

ELECTRONICALLY FILED - 2023Feb12 12:45PM - BEAUFORT - COMMON PLEAS - CASE#2022CP0702454

MASTERCARD

Amount: $ 78.54
Tax: $ 6.85
Total: $ 85.39

10/24/2018 9:51 AM Sales Receipt #24598
Store: 1 Workstation: 2

ROY NEWSOME ENTERPRISES, INC.
3928 OGEECHEE ROAD
SAVANNAH, GEORGIA 31405
(912) 232-1689
www.tramptrailers.com

Bill To:
Roddy King
Cashier:

Item #	Qty	Price	Ext Price
2229	4	$4.95	$19.80 T
Axle Tie Plate 4 x 4			
1303	8	$5.95	$47.60 T
Square U-Bolt 2x5-1/2x1/2 Galv			
3047	16	$0.95	$15.20 T
1/2" Galvanized Nuts			
3046	16	$0.95	$15.20 T
1/2" Lock Washer Galv			

Subtotal: $97.80
Local Sales Tax 7 % Tax + $6.85
RECEIPT TOTAL: $104.65

Account: $19.26

Pd Roddy Cash
Motor expense
Report
Vote 1 Paid Labor

Signature _____
I agree to pay above amount according to card issuer agreement (merchant agreement if credit voucher).

Credit Card: $85.39
MasterCard Expiry Date: XX/XX

Previous Account Balance: ($19.26)
Account Balance: $0.00

15% Restocking Fee on ALL Return Items
No Returns without Authorization
BSOLUTELY NO REFUNDS
Thanks For Shopping with Us!

24598

2:53 PM Sales Receipt #24514
Workstation: 2

EWSOME ENTERPRISES, INC.
3928 OGEECHEE ROAD
SAVANNAH, GEORGIA 31405
(912) 232-1689
www.tramptrailers.com

nier:

.em #	Qty	Price	Ext Price
3808	4	$52.95	$211.80 T
Double Eye 4 Leaf Spring 25.25"			
1280	8	$5.95	$47.60 T
Square U-Bolt 3x4-1/4x1/2 Galv			
3046	16	$0.95	$15.20 T
1/2" Lock Washer Galv			
3047	16	$0.95	$15.20 T
1/2" Galvanized Nuts			
1360	14	$1.95	$27.30 T
Shackle Bolt 9/16-18x3 Black			
4186	14	$1.95	$27.30 T
9/16 Nylock Nut			
2955	2	$18.95	$37.90 T
Spring Equalizer 6 1/8" Galv			
3018	8	$3.95	$31.60 T
Shackle Strap 3.75" (OD) Galv			
6149	8	$14.95	$119.60 T
Vertical Bunk Brackets 5x6 Alum			
3320	8	$2.95	$23.60 T
HEX CAP SCREW GR-8 ZINC			
3316	8	$0.35	$2.80 T
USS FLATWASHER GR-8			
4202	8	$0.50	$4.00 T
3/4 LOCK WASHER			
5303	8	$1.95	$15.60 T
HEX NUT 5/8 GOLD			

Subtotal: $579.50
Local Sales Tax 7 % Tax + $40.57
RECEIPT TOTAL: $620.07

Credit Card: $620.07
American Express Expiry Date: XX/XX

15% Restocking Fee on ALL Return Items
No Returns without Authorization
ABSO! UTELY NO REFUNDS
Thanks For Shopping with Us!

24514

490 by Grey Bank

620.07
104.65
724.72

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Invoice

BROAD CREEK MARINA OPERATIONS, LLC

P.O. BOX 21584
HILTON HEAD ISLAND, SC 29925

Date	Invoice #
7/8/2021	34742

Bill To
Gary Johnson

P.O. No.	Terms	Project

Quantity	Description	U/M	Rate	Amount
21	Bottom Painting		50.00	1,050.00
1	Blue Sea Battery Switch		56.00	56.00T
4	Feet #4 battery wire		4.00	16.00T
2	#4 battery lugs		4.50	9.00T
1	Heat Shrink		3.50	3.50T
12	Pieces of stainless		0.75	9.00T
8	Zip Ties		0.50	4.00T
1	Shop Supplies		25.00	25.00T
4	Mechanic Labor - Mike G		130.00	520.00
	SC Sales Tax		7.00%	8.58

pd by Gary Reimbursed by IF
pd ck 2286 CARD
7/16/21 #4468
CLRD 7/19/21
REIMB BY IF
#2289 7/27/21

Clean & Painted Bottom so the boat could be Shipped to Diamond Marine for New motor & Repairs

	Total	$1,701.08

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MESSEX ONE STOP SERVICE, INC.
P.O. BOX 1991
BLUFFTON, SC. 29910
Phone: 843-757-2010 Fax: 843-757-6101

INVOICE
106415

ELECTRONICALLY FILED - 2023 Feb 12 12:45 PM - BEAUFORT - COMMON PLEAS - CASE#2022CP0702454

Printed Date: 09/21/2021 **Work Completed: 09/21/2021**

2021 TRAILER -
Lic # :
VIN# :
Odometer In : 1

Qty	Sale	Ext	Labor Description	Ext
1.00	9.95	9.95	WHEEL FOR JACK-CHECK OVER	
			CHECK OVER, REPLACED WHEEL ON JACK	120.00
18.00	1.00	18.00	Could not locate parts to Repair Sent To Savannah Gate Repairs	
		5.40		

Pd 9/21/21
Amx by Mary
$ 155.68

CREDIT CARD
Sale

Total: $ 155.68

Org. Estimate 155.68 Revisions 0.00 Current Estimate 155.68

[Payments -]

Labor:	120.00
Parts:	33.35
SubTotal:	153.35
Tax:	2.33
Total:	155.68
Bal Due:	$155.68

M-F 7-6, SAT. 8-1 / C-STORE DAILY 6AM-8PM

Vehicle Received: 9/21/2021 Customer Number : 7145

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the car or truck herein described on street, highways or elsewhere for the purpose to testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs thereto. Warranty on parts and labor is one years or 12,000 miles whichever comes first. Warranty work has to be performed in our shop & cannot exceed the original cost of repair.

Signature _____ Date _____

Email Address: ***messex@hargray.com***

Copyright (c) 2021 Mitchell Repair Information Company, LLC invhrs 5.12.2 kr

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uShip

gary J.

MY SHIPMENTS

SHIP

ACCOUNT

INBOX

PAYMENTS

SETTINGS

HELP

SIGN OUT

21-foot center console with a T-top

DELIVERED ID #514345208

TRACKING TRACK SHIPMENT

PICKUP

B&B Trailers111 Kicklighter Way
Garden City, Ga 31408
Thunderbolt, GA 31410
United States

Business (without loading dock or forklift)

B&B Trailers
912-966-5054
843-816-3175

DELIVERY

911 Dixie Hywy
New Smyrna Beach, FL 32168
United States

Business (without loading dock or forklift)

Diamond Motors and ma
3868662991
3866903354
gmeiring@diamondnsb.c

ELECTRONICALLY FILED - 2023 Feb 12 12:45 PM - BEAUFORT - COMMON PLEAS - CASE#2022CP0702454

SERVICE PROVIDER

Lillybug Enterprises

PAYMENT

QUOTE AMOUNT $500.00
SERVICE CHARGE $50.00
TOTAL PAID **$550.00**
PAYMENT METHOD ****4004

Rd by Gary Amex

Pd 550 Down
2nd ⇒ 450 Back
$1,000.00

HOW PAYMENT WORKS

1. Pay in full at booking
2. Communicate pickup and delivery details with your service provider
3. At delivery, **Release Payment** to the service provider

Learn More

WHEN DO I USE THE PAYMENT CODE?

If you need it, grab your code from the uShip inbox or the booking confirmation email

Don't share the code until the delivery has been confirmed

Learn More

ELECTRONICALLY FILED - 2023 Feb 12 12:45 PM - BEAUFORT - COMMON PLEAS - CASE#2022CP0702454

DIAMOND MOTORS AND MARINE

MARINE RETAIL BUYER'S ORDER

911 N. Dixie Freeway New Smyrna Beach,FL 32168
(386) 424-9000 FAX (386) 424-5633

Cust. No.
Date:12/14/2021
SALESPERSON NAME: Grant Meiring

Buyer: Gary C Johnson D.O.B: LIC.#
Co-Buyer: D.O.B. LIC.#
Phone: 843-816-3175 gjohnson1@aol.com
Address: 60 Brams Point Rd, Hilton Head Island SC 29926

hereby agrees to purchase from DIAMOND MOTORS hereinafter referred to as Seller, subject to all terms, conditions and agreements contained herein, the following: ☐ NEW ☐ USED

YEAR	MAKE	MODEL	SERIAL or VIN.#
2022	Suzuki	DF200ATXW4	
YEAR	MAKE	MODEL	SERIAL or VIN.#
YEAR	MAKE	MODEL	SERIAL or VIN.#

PL AMK 12/14/21
GMJ

Diamond Marine Price	**$17,880.00**	Special Requests		
Full Rig with Parts and Labor, Controls				
Propeller, And Tachometer				
Total Sales Price	**$17,880.00**			
Trade In Allowance	**$**			
Sub Total	**$**	DESCRIPTION OF TRADE-IN IF APPLICALABLE **†Trade allowance quoted subject to mechanical inspection**		
Florida Sales Tax/ Volusia County Tax	**$1,097.80**			
License, Title & Reg/ Fl. Doc Stamp	**$**	YEAR	MAKE	MODEL
Amount Total	**$18,977.80**	SERIAL OR VIN.#		
DEPOSIT Received	**$**	YEAR	MAKE	MODEL
Balance Due	**$**	SERIAL OR VIN.#		

DISCLAIMER OF WARRANTIES

NEW or Used OUTBOARD MOTOR: All warranties on this new outboard motor are those offered by the manufacturer. The seller hereby expressly disclaim s all warranties either expressed or implied including any implied warranty of Merchantability or FITNESS FOR PARTICULAR PURPOSE and the Seller neither assumes nor authorizes any person to assume for it any liability in connection with the sale of the outboard motor, boat or boat trailer. This disclaimer by the Seller in no way affects the terms of the Manufacturer's warranty. Buyer shall not be entitled to recover from the Selling Dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profit or income or any other incidental damages.
Purchaser hereby acknowledges that he/she has read and understands the above and that Seller has made available to him/her prior to the purchase, the factory warranty which purchaser understands constitutes all of the warranties with respect to the sale of this new outboard motor, boat or boat trailer.
USED OUTBOARD MOTOR: In the event that the outboard motor being purchased is a used outboard motor, boat or boat trailer, Purchaser hereby acknowledges that the above disclaimer will also apply to said used outboard motor, boat or boat trailer, EXCEPT AS MAY BE EXPRESSED COMPLETELY IN WRITING BY THE SELLER ON SEPARATE INSTRUMENT DELIVERED TO THE PURCHASER. ALL USED OUTBOARD MOTORS, BOATS OR BOAT TRAILERS ARE SOLD "AS IS – WITH NO WARRANTY". Purchaser hereby acknowledges that Seller has made available to him/her and Purchaser had read any limited warranty delivered to him/her by separate instrument and that said limited warranty constitutes all of the warranties with respect to the sale of the used outboard motor, boat or boat trailer and that any implied warranty that may not be waived by law is limited to the duration of said limited warranty. Purchaser understands that any new or remaining Manufacture's warranties in used outboard motor, boat or boat trailer are not the responsibility of the Seller.

ADDITIONAL TERMS AND CONDITIONS

This Order shall not become binding upon either the Purchaser or the Seller until the outboard motor described above is physically delivered and Purchaser has received the Disclosures required under Federal Law, if applicable. In the case of a credit sale, the Seller shall not be obligated to sell until the financial source approves this Order and agrees to purchase a retail installment contract between the Purchaser and the Seller based on this Order.
The trade-in allowance shown in this Order is the amount that the Seller agrees to allow at the time the Purchaser accepts delivery and completes this Order. In the event of any disagreement over the value of the outboard motor, boat or boat trailer traded in, Seller will not be liable for any more than the wholesale market value as determined by the loan value of the outboard motor, boat or boat trailer as shown in the Black Book less the estimated cost of reconditioning same. The Purchaser agrees that all provisions stated herein are part of this Order supersedes any prior agreement and is the complete and exclusive agreement on the subject matters covered by this Order. Further, Purchaser and Seller agree that no person is authorized to make any representations beyond those expressed in this Order. Verbal promises by salesmen are not valid and any provisions or understandings not herein specified in writing are hereby expressly waived by the Purchaser. The Purchaser warrants that he/she is of majority age and further warrants that all statements made by him/her are true and correct, and that the Seller may accept them as being true representations of existing facts. You certify that the above information is complete and accurate. You authorize an investigation of your credit and employment history and the release of information about your credit experience. Purchaser has read all the provisions of this order including the Disclaimer of Warranties. Purchaser acknowledges that he/she has received a true copy of this Order and that this Order had been completely filled in and signed. If any legal action is brought regarding this outboard motor, boat or boat trailer or this transaction, venue and jurisdiction shall be exclusively in Volusia County, FL. The undersigned hereby knowingly, voluntarily, intentionally and irrevocably waives the right to a trial by jury in respect of any litigation based hereon or arising out of this agreement. [This charge represents costs and profit to the Seller/Dealer for items such as preparation of documents, affidavits, notary service, temporary tag (if applicable), and all other handling services) connected with the sale, financing, licensing and titling of the outboard motor, boat or boat trailer.

*Fully Installed and/or Rigging to Include for single engine Install: New Suzuki Throttle Control Box w/cables. Key switch w/ EMG Kill & harness. Multifunction Monitoring Tach w/harness. Prep. All labor to install & Water Test. – Paired or triple Install: New Suzuki Dual Throttle Control Box w/new trim tilt/cables. Key switches w/ EMG Kill & harness. Multifunction Monitoring Tach w/harness. Adapter harness's. Stainless Steel Tie bar w/brackets(if req'd). Cable & Wiring Harness Tubes w/Thru Hull Collars (if applicable). Preps. All labor to install & Water Test.

*All other equipment including Non-essential Gauges, battery cables, fuel lines, water separators, jack plates, steering parts and/or optional accessories are with additional charges and will be billed by the service dept. on separate service tickets per customer approval.

*Storage Charges: No storage charges shall accrue to be due and payable for a period of 5 working days from the date you are notified that the work on your vessel has been completed. After that date, the daily charge for storage of your vessel will be $ 10.00
Used/or take-off, or disposed of Motors not picked up or collected within 30 days from new motor delivery are considered abandoned and will be a wholesale unit and property of Diamond Motors and Marine
DEALER RETAINS ALL MANUFACTURERS REBATES

X _____ Date 12/15/21 Accepted By _____
Purchasers Acceptance of Aforementioned Notes Above

CAUTION – IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT

THIS ORDER NOT VALID UNLESS ACCEPTED BY AN AUTHORIZED OFFICER OF THE COMPANY.

Exhibit 14
Johnson Aff.

DIAMOND MOTORS AND MARINE

MARINE RETAIL BUYER'S ORDER

911 N. Dixie Freeway New Smyrna Beach,FL 32168
(386) 424-9000 FAX (386) 424-5633

Cust. No.
Date: 12/14/2021
SALESPERSON NAME: Grant Meiring

Buyer: Gary C Johnson D.O.B: LIC.#
Co-Buyer: D.O.B. LIC.#
Phone: 843-816-3175 gjohnson1@aol.com
Address: 60 Brams Point Rd, Hilton Head Island SC 29926

pl by Cust
AMK

hereby agrees to purchase from DIAMOND MOTORS hereinafter referred to as Seller, subject to all terms, conditions and agreements contained herein, the following: NEW USED

YEAR	MAKE	MODEL	SERIAL or VIN.#
2022	Suzuki	DF225TXW4	240214
YEAR	MAKE	MODEL	SERIAL or VIN.#
YEAR	MAKE	MODEL	SERIAL or VIN.#

Diamond Marine Price	**$17,880.00**	Special Requests		
Full Rig with Parts and Labor, Controls		Everglades		
Propeller, And Tachometer				
UPGRADE to 225	**$2,400.00**			
Total Sales Price	**$20,280.00**			
Trade In Allowance	**$**			
Sub Total	**$**	DESCRIPTION OF TRADE-IN IF APPLICALABLE		
Florida Sales Tax/ Volusia County Tax	**$1,241.80**	**†Trade allowance quoted subject to mechanical inspection**		
License, Title & Reg/ Fl. Doc Stamp	**$**	YEAR	MAKE	MODEL
Amount Total	**$21,521.80**	SERIAL OR VIN.#		
[redacted] Pl 200 HP →	**$18,977.80**	YEAR	MAKE	MODEL
Balance Due 225 HP	**$2,544.00**	SERIAL OR VIN.#		

DISCLAIMER OF WARRANTIES

NEW or Used OUTBOARD MOTOR: All warranties on this new outboard motor are those offered by the manufacturer. The seller hereby expressly disclaims all warranties either expressed or implied including any implied warranty of Merchantability or FITNESS FOR PARTICULAR PURPOSE and the Seller neither assumes nor authorizes any person to assume for it any liability in connection with the sale of the outboard motor, boat or boat trailer. This disclaimer by the Seller in no way affects the terms of the Manufacturer's warranty. Buyer shall not be entitled to recover from the Selling Dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits or income or any other incidental damages. Purchaser hereby acknowledges that he/she has read and understands the above and that Seller has made available to him/her prior to the purchase, the factory warranty which purchaser understands constitutes all of the warranties with respect to the sale of this new outboard motor, boat or boat trailer.

USED OUTBOARD MOTOR: In the event that the outboard motor being purchased is a used outboard motor, boat or boat trailer, Purchaser hereby acknowledges that the above disclaimer will also apply to said used outboard motor, boat or boat trailer, EXCEPT AS MAY BE EXPRESSED COMPLETELY IN WRITING BY THE SELLER ON SEPARATE INSTRUMENT DELIVERED TO THE PURCHASER. ALL USED OUTBOARD MOTORS, BOATS OR BOAT TRAILERS ARE SOLD "AS IS - WITH NO WARRANTY". Purchaser hereby acknowledges that Seller has made available to him/her and Purchaser had read any limited warranty delivered to him/her by separate instrument and that said limited warranty constitutes all of the warranties with respect to the sale of this used outboard motor, boat or boat trailer and that any implied warranty that may not be waived by law is limited to the duration of said limited warranty. Purchaser understands that any new or remaining Manufacture's warranties in used outboard motor, boat or boat trailer are not the responsibility of the Seller.

ADDITIONAL TERMS AND CONDITIONS

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The trade-in allowance shown in this Order is the amount that the Seller agrees to allow at the time the Purchaser accepts delivery and completes the Order. In the event of any disagreement over the value of the outboard motor, boat or boat trailer traded in, Seller will not be liable for any more than the wholesale market value as determined by the loan value of the outboard motor, boat or boat trailer as shown in the Black Book less the estimated cost of reconditioning same. The Purchaser agrees that all provisions stated hereon are part of this Order supersedes any prior agreement and is the complete and exclusive agreement on the subject matters covered by this Order. Further, Purchaser and Seller agree that no person is authorized to make any representations beyond those expressed in this Order. Verbal promises by salesman are not valid and any promises or understandings not herein specified in writing are hereby expressly waived by the Purchaser. The Purchaser warrants that he/she is of majority age and further warrants that all statements made by him/her are true and correct, and that the Seller may accept them as being true representations of existing facts. You certify that the above information is complete and accurate. You authorize an investigation of your credit and employment history and the release of information about your credit experience. Purchaser has read all the provisions of this Order including the Disclaimer of Warranties. Purchaser acknowledges that he/she has received a true copy of this Order and that the Order had been completely filled in and signed. If any legal action is brought regarding this outboard motor, boat or boat trailer or this transaction, venue and jurisdiction shall lie exclusively in Volusia County, FL.. The undersigned herby knowingly, voluntarily, intentionally and irrevocably waives the right to a trial by jury in respect of any litigation based hereon or arising out of this agreement. † This charge represents costs and profit to the Seller/Dealer for items such as preparation of documents, affidavits, notary service, temporary tag (if applicable), and all other handling services connected with the sale, financing, licensing and fitting of the outboard motor, boat or boat trailer.

***Fully Installed and/or Rigging to Include for single engine install: New Suzuki Throttle Control Box w/cables, Key switch w/ EMG Kill & harness, Multifunction Monitoring Tach w/harness, Prop, All labor to install & Water Test. – Paired or triple install: New Suzuki Dual Throttle Control Box w/Power trim-diversion, Key switches w/ EMG Kill & harness, Multifunction Monitoring Tach w/harness, Adapter harness's, Stainless Steel Tie bar w/brackets(if regd), Cable & Wiring Harness Tubes w/Trim Hall Collars (if applicable), Props, All labor to install & Water Test.**

***All other equipment including Non-essential Gauges, battery cables, fuel lines, water separators, jack plates, steering parts and/or optional accessories are with additional charges and will be billed by the service dept. on separate service tickets per customer approval.**

Storage Charges: No storage charges shall accrue to be due and payable for a period of 5 working days from the date you are notified that the work on your vessel has been completed. After that date, the daily charge for storage of your vessel will be $10.00.

Used/or take-off, or disposed of Motors not picked up or collected within 30 days from new motor delivery are considered abandoned and will be a wholesale unit and property of Diamond Motors and Marine

DEALER RETAINS ALL MANUFACTURERS REBATES

X _____ Date 6/3/22 Accepted By _____
Purchasers Acceptance of Aforementioned Notes Above

CAUTION - IT IS IMPORTANT THAT YOU THROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT

THIS ORDER NOT VALID UNLESS ACCEPTED BY AN AUTHORIZED OFFICER OF THE COMPANY.

ELECTRONICALLY FILED - 2023 Feb 12 12:45 PM - BEAUFORT - COMMON PLEAS - CASE#2022CP0702672

ELECTRONICALLY FILED - 2023 Feb 12 12:45 PM - BEAUFORT - COMMON PLEAS - CASE#2022CP0702454

GARY C JOHNSON
60 BRAMS POINT RD

HILTON HEAD SC 29926

DIAMOND MOTORS AND MARINE
911 N. DIXIE FREEWAY · NEW SMYRNA BEACH, FL 32168
(386) 424-9000 FAX (386) 424-5633
STATE OF FLORIDA REGISTRATION # MV-40806

CUSTOMER COPY PAGE 1

DATE	YEAR	MAKE	MODEL	VIN	STK/CUS	MILES IN	MILES OUT	TAG
03/22/22	22	SUZUKI	DF225TXW4	22503F-240214	10953	1	1	

SERVICE DATE	NOTIFIED	SVC ADV	PROMISED DATE/TIME	LICENSE	RATE	PAYMENT	INV. DATE
	03/22/22	64	00:00			01	06/02/22

R.O. NUMBER	TAX ID	HOME PHONE	BUSINESS PHONE	
11726		843-816-3175		2

========== REPAIR LINE 001 ==========
CUSTOMER REQUESTS NEW STEERING CYL INSTALLED AND BLEED SYSTEM
Bill Code - C

LABOR	LABOR		50 M A		123.75
			Total Labor		123.75
YY	8033305	HYDR UFLE	1		802.39
			Total Parts		802.39
			Total Line		926.14

pd pxmk 6/1/1

========== REPAIR LINE 002 ==========
CUSTOMER REQUESTS NEW RIG TUBE
Bill Code - C

LABOR	LABOR		50 M A		49.50
			Total Labor		49.50
YY	RFH-2-DP	WHT RIG H	6		32.94
			Total Parts		32.94
			Total Line		82.44

========== REPAIR LINE 003 ==========
CUSTOMER REQUESTS NEW ANL BLOCK FOR BATTERY CONNECTIONS
Bill Code - C

LABOR	LABOR		50 M A		99.00
			Total Labor		99.00
YY	5005	FUSE BLOC	1		29.29
			Total Parts		29.29
			Total Line		128.29

========== REPAIR LINE 004 ==========
CUSTOMER REQUESTSNEW POS AND NEG BUS BARS
Bill Code - C

LABOR	LABOR		50 M A		198.00
			Total Labor		198.00
YY	2302	BUSS BAR	2		60.28
			Total Parts		60.28
			Total Line		258.28

========== REPAIR LINE 005 ==========
CUSTOMER REQUESTS NEW FUEL WATER FILTER AND FITTINGS WITH NEW FUEL LINE FRO FILTER TO

SHOP SUPPLIES AND HAZARDOUS WASTE CHARGES: This charge represents costs and profits to the motor vehicle repair facility for items such as miscellaneous shop supplies and/or waste disposal.

AUTO GUARANTEE: 12 MONTHS ON PARTS AND LABOR OR 12,000 MILES WHICHEVER OCCURS FIRST ON INSTALLED PARTS AND LABOR. DAMAGE OR ABUSE AFFECTING THESE REPAIRS VOIDS THIS WARRANTY. (A COPY OF THIS REPAIR ORDER INVOICE MUST BE PRESENTED)

MARINE GUARANTEE: 3 MONTHS ON PARTS AND LABOR ON INSTALLED PARTS AND LABOR. DAMAGE OR ABUSE AFFECTING THESE REPAIRS VOIDS THIS WARRANTY. (A COPY OF THIS REPAIR ORDER INVOICE MUST BE PRESENTED).

DISCLAIMER OF WARRANTIES: Any warranties of the products sold hereby are those made by the manufacturer. The Seller, DIAMOND MOTORS AND MARINE, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and DIAMOND MOTORS AND MARINE neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

STORAGE CHARGES: No storage charges shall accrue to be due and payable for a period of 5 working days from the date you are notified that the work on your vehicle has been completed. After that date, the daily charge for storage of your vehicle will be $10.00.

LABOR AMOUNT	
PARTS AMOUNT	
MISC. SALES	
MATERIALS	
TOTAL CHARGE	
DEDUCTIBLE	
SALES TAX	
OTHER PAY	
CUSTOMER PAY	

ELECTRONICALLY FILED - 2023 Feb 12 12:45 PM - BEAUFORT - COMMON PLEAS - CASE#2022CP0702454

GARY C JOHNSON
60 BRAMS POINT RD

HILTON HEAD SC 29926

DIAMOND MOTORS AND MARINE
911 N. DIXIE FREEWAY · NEW SMYRNA BEACH, FL 32168
(386) 424-9000 FAX (386) 424-5633
STATE OF FLORIDA REGISTRATION # MV-40806

CUSTOMER COPY PAGE 2

DATE	YEAR	MAKE	MODEL	VIN	STK/CUS	MILES IN	MILES OUT	TAG
03/22/22	22	SUZUKI	DF225TXW4	22503F-240214	10953	1	1	

SERVICE DATE	NOTIFIED	SVC ADV	PROMISED DATE/TIME	LICENSE	RATE	PAYMENT	INV. DATE
	03/22/22	64	00:00			01	06/02/22

R.O. NUMBER	TAX ID	HOME PHONE	BUSINESS PHONE	
11726		843-816-3175		2

ENGINE
Bill Code - C

LABOR	LABOR	50 M A		99.00
		Total Labor		99.00
YY	2001351	3/8X1/4 9	2	9.98
YY	350-0386	3/8 FUEL	8	29.44
SZ	99105-20005-ASY	FUEL FILT	1	151.11
		Total Parts		190.53
		Total Line		289.53

========== REPAIR LINE 006 ==========
CUSTOMER REQUESTS NEW BATTERYS
Bill Code - C

LABOR	LABOR	50 M A		89.00
		Total Labor		89.00
YY	24M-XHD	24 CRANKI	2	279.98
		Total Parts		279.98

MISCELLANEOUS:
BATTERY DISPOSAL
Bill Code - C PO Number -

		3.00
Total Misc		3.00
Total Line		371.98

Payment Type - 01 CASH 2222.29

NEW MOTOR INSTALLED IN DECEMBER. DIAMOND SAID BATTERIES WERE TESTED & NEEDED REPLACEMENT.
STEERING FROZEN NEW STEERING SYSTEM.
WATER IN FUEL TANK

LABOR AMOUNT	658.25
PARTS AMOUNT	1395.41
MISC. SALES	3.00
MATERIALS	30.00
TOTAL CHARGE	2086.66
DEDUCTIBLE	
SALES TAX	135.63
OTHER PAY	
CUSTOMER PAY	2222.29

SHOP SUPPLIES AND HAZARDOUS WASTE CHARGES: This charge represents costs and profits to the motor vehicle repair facility for items such as miscellaneous shop supplies and/or waste disposal.

AUTO GUARANTEE: 12 MONTHS ON PARTS AND LABOR OR 12,000 MILES WHICHEVER OCCURS FIRST ON INSTALLED PARTS AND LABOR. DAMAGE OR ABUSE AFFECTING THESE REPAIRS VOIDS THIS WARRANTY. (A COPY OF THIS REPAIR ORDER INVOICE MUST BE PRESENTED)

MARINE GUARANTEE: 3 MONTHS ON PARTS AND LABOR ON INSTALLED PARTS AND LABOR. DAMAGE OR ABUSE AFFECTING THESE REPAIRS VOIDS THIS WARRANTY. (A COPY OF THIS REPAIR ORDER INVOICE MUST BE PRESENTED).

DISCLAIMER OF WARRANTIES: Any warranties of the products sold hereby are those made by the manufacturer. The Seller, DIAMOND MOTORS AND MARINE, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and DIAMOND MOTORS AND MARINE neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF BEAUFORT	)	CIVIL ACTION NO: 2022-CP-07-2454
	)	
BLUE BELL HOLDINGS, LLC	)	
Plaintiff,	)	
v.	)	**AFFIDAVIT OF GEORGE W. DURANT, CPA**
GARY JOHNSON; STEPHEN D. HALPERN; HOLLY A. ANGEL; HOLLY ANN, LLC; THE JOHNSON HALPERN PARTNERSHIP; SHORELINE FUNDING, LLC; AND ORANGE CAPITAL, LLC (NEVIS)	)	
Defendants	)	

The undersigned, George W. DuRant, being duly sworn, hereby deposes and states as follows:

1. The information contained herein is true and correct to the best of my knowledge, information, and belief.

2. I am 70 years old and I am a resident of the State of South Carolina. I have no legal disabilities. I am licensed by the South Carolina Board of Accountancy as a certified public accountant (CPA) and have been in public accounting practice continuously since December 1973. I am a member of the South Carolina Association of Certified Public Accountants

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(SCACPA), the Central Chapter of SCACPA, and the American Institute of Certified Public Accountants (AICPA). I have been certified in financial forensics by the AICPA since 2009 and have been actively involved in conducting financial forensic investigations for litigation since that time.

3. I have actual professional knowledge and experience in forensic accounting, the area of practice in which this affidavit is being given. I have been admitted as an expert witness on matters involving forensic accounting in federal and state courts numerous times, all of which are listed in my Curriculum Vitae, a true and correct copy of which is attached hereto and incorporated herein to this affidavit.

4. I was retained by Twenge & Twombley Law Firm on behalf of Dr. David Brosman and the Plaintiff Blue Bell Holdings, LLC to read and comment on Mr. Gary Johnson's Affidavit dated February 9, 2023 in conjunction with my prior analyses of general ledgers, income tax returns, and other information pertaining to 30 Haul Away, LLC; Island Funding, LLC; and 6 Shelley Court, LLC conducted for the purposes of this and an earlier lawsuit filed against Gary C. Johnson on October 26, 2021 in Beaufort County, South Carolina, Civil Action Number 2021-CP-70-01953.

5. This Affidavit primarily addresses four issues:

- whether working capital provided by LLC Members constitutes interest-bearing debt or interest-free equity capital contributions, and whether Gary Johnson (or individuals under his direction) consistently recorded the working capital as loans of capital in the books and records of the LLCs,
- whether forbearance in the receipt of capital distributions is an effective way to show lack of profits from a pass-through entity,

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- whether Orange Capital, LLC was formed to evade creditor claims, and
- whether Mr. Johnson's representation of his current net worth is reliable and sufficient for its purpose.

Working Capital Provided by Members

6. Mr. Johnson asserts that he "was never asked and would never have agreed to the LLCs taking interest-bearing 'loans' from Dave [Dr. Brosman]. Our agreement was that he would provide capital, I would do the actual work, and we would split the profits. This is how we operated for years." (Johnson Affidavit ¶28)

7. Article IV of the Operating Agreements for 30 Haul Away, LLC; Island Funding, LLC; and 6 Shelley Court, LLC requires working capital provided by the Members to be accounted for either as an equity capital contribution or as an interest-bearing loan. My review of company general ledgers and tax returns indicates the accounting for working capital contributions provided by Dr. Brosman (or his affiliated entities) has varied, and even flip-flopped, between years.

8. For example, the general ledger for 30 Haul Away, LLC includes a loan account for Dr. Brosman showing a balance due of $1,550,000 as of March 16, 2021 as shown below:

David Brosman		Repayment	Loan	Balance Owed
04/16/2009	Deposit		17,500.00	(17,500.00)
05/21/2009	second mortgage 5% closing		70,000.00	(87,500.00)
05/27/2009	second mortgage 5%		100,000.00	(187,500.00)
10/21/2010	Deposit		15,000.00	(202,500.00)
12/01/2010	Principle return	17,500.00		(185,000.00)
12/01/2010	Principle Return	70,000.00		(115,000.00)
12/01/2010	Principle Return	100,000.00		(15,000.00)
02/11/2011	Owner's loan interest		14,124.66	(29,124.66)
03/15/2011		15,000.00		(14,124.66)
03/15/2011		14,124.66		0.00
10/03/2011	Advance for Tax Receipts Purchase		750,000.00	(750,000.00)
11/30/2011	Advance for tax receipts purchase		800,000.00	(1,550,000.00)
		216,624.66	1,766,624.66	(1,550,000.00)

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9. As shown above, interest in the amount of $14,124.66 was accrued and added to Dr. Brosman's loan balance on February 11, 2011.

10. From November 30, 2011 and until July 19, 2021, the balance in Dr. Brosman's loan account on 30 Haul Away, LLC's general ledger stood constant at $1,550,000. Since July 19, 2021, the loan balance was fully *reclassified* as an equity capital contribution by someone through a series of flip-flopping journal entries summarized as follows:

a. On July 19, 2021, General Journal Entry 123111-A, effective as of December 31, 2011, was made to reclassify the $1,550,000 balance from the loan account for debt owed to Dr. Brosman (as shown above in ¶8) to Dr. Brosman's equity capital account.

b. On January 1, 2022, the July 19, 2021 entry described in the preceding paragraph was deleted thereby reclassifying the $1,550,000 balance back to the loan account for debt owed to Dr. Brosman.

c. On January 19, 2022, General Journal Entry 2013-01, effective as of December 13, 2013, was made to reclassify $1,535,000 from the loan account for debt owed to Dr. Brosman to his equity capital account.

d. On January 20, 2022, General Journal Entry 2016-02, effective as of December 31, 2016, was made to reclassify $1,535,000 from Dr. Brosman's equity capital account to the loan account for debt owed to MLP Services, LLC.

e. On January 20, 2022, General Journal Entry 2017-02, effective as of December 31, 2017, was made to reclassify $1,535,000 from the loan account for debt owed to MLP Services, LLC to Dr. Brosman's equity capital account.

11. Although 30 Haul Away, LLC's general ledger reflected a constant debt balance

ELECTRONICALLY FILED - 2023 Feb 21 11:53 AM - BEAUFORT - COMMON PLEAS - CASE#2022CP0702454

of $1,550,000 owed to Dr. Brosman from November 30, 2011 until July 19, 2021, the company reported various amounts or no amount owed on its federal income tax returns as summarized below.

Member loan balances per income tax returns:			
	Brosman	**Johnson**	**Member Not Specifically Identified on Return**
2009	187,500	10,000	
2010			0
2011			1,736,900
2012			1,535,000
2013			0
2014			0
2015			0
2016			1,535,000
2017			0
2018			0
2019			0
2020			0
2021			0

12. Caution should be exercised to not put too much weight on what and how Mr. Johnson has recorded/reclassified transactions in the general ledgers and reported results on the income tax returns. The Court may take notice that many substantive allegations made in the earlier lawsuit filed during October 2021 were based on general ledgers compiled as of March 16, 2021. During February 2022, after the first lawsuit was filed, Mr. Johnson produced updated and revised general ledgers which include numerous revisions to the March 16, 2021 general ledgers.

13. For example, 30 Haul Away, LLC's general ledger produced during February 2022 includes a retroactive entry dated February 16, **2021** to record sales proceeds of $80,000 received from Eugenio Cervantes on that date. The entry further purports to record distribution of those proceeds $40,000 each to Mr. Johnson and Dr. Brosman on February 16, 2021. Upon

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information, none of the $80,000 has ever been distributed to Dr. Brosman, and Dr. Brosman was unaware of the $80,000 payment by Mr. Cervantes until it was discovered in the February 2022 general ledger a year later.

Forbearance in the Receipt of Capital Distributions

14. Mr. Johnson asserts that Dr. Brosman told him that "he could not take distributions because he didn't want to show a profit/collect funds while he was going through various divorces and paternity actions" (Johnson Affidavit ¶19). Mr. Johnson also asserts: "For years, the LLCs were profitable. I had to pay taxes on that profit, even though in many years, the LLCs did not distribute those profits or funds to pay the taxes on those profits" (Johnson Affidavit ¶29).

15. Each of the subject LLCs have elected to be taxed as partnerships. As such, the LLCs do not pay income taxes on their profits or taxable income; rather, each Member is issued a K-1 from the LLCs and reports their share of LLC profits on the Member's respective income tax return each year regardless of whether the profits are distributed from the LLCs to the members. Thus, Dr. Brosman did not have the option to not "show a profit" for his share of an LLC's profit or loss, regardless of whether those profits were distributed from the LLCs to the members each year.

Orange Capital, LLC

16. With respect to Orange Capital, LLC's economic substance, Mr. Johnson has asserted that his purpose in forming the company was to "protect my interests …" (Johnson Affidavit ¶58) "preserve my ability to raise capital" (Johnson Affidavit ¶60) and concern over

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future borrowing capacity due to this lawsuit (Johnson Affidavit ¶61). Based on the limited information in Mr. Johnson's Affidavit and the allegations set forth in paragraphs 27 and 58-80 of the Complaint in this lawsuit, I am unable to imagine how Orange Capital, LLC's structure could aid in: (a) raising cash from equity in his properties, (b) creating capital to start a "short-term loan business (Johnson Affidavit ¶57), or (c) obtaining future financing (Johnson Affidavit ¶61). In my opinion, Mr. Johnson's reasons for forming Orange Capital, LLC signal a clear attempt to evade creditor claims, specifically including an unfavorable judgment in this litigation (Johnson Affidavit ¶¶58-64).

Mr. Johnson's Net Worth

17. With respect to Mr. Johnson's net worth and ability to respond to a damage award of the magnitude sought here, Mr. Johnson has asserted his net worth as of February 9, 2023 to have been "somewhere around $3,000,000" exclusive of "his interests in the LLCs at issue in this lawsuit" (Johnson Affidavit ¶64). Mr. Johnson did not provide any information in his affidavit to allow his assertion to be verified. Moreover, I understand that Mr. Johnson has been asked in past due discovery to state his net worth and describe how he calculated his net worth. I understand that thus far, Mr. Johnson has not responded.

18. In any event, Mr. Johnson was significantly in debt to Island Funding, LLC and 30 Haul Away, LLC as of December 31, 2021 as summarized below:

	Island Funding	30 Haul Away	Combined
Outstanding loan principal balance 12/31/21	567,150	201,246	768,395
Outstanding accrued interest balance 12/31/21	66,217	57,678	123,894
Total owed by Mr. Johnson as of 12/31/21	633,366	258,923	892,290

19. Assuming Mr. Johnson could repay the two LLCs $892,290 and further assuming

the entirety of his repayment would be used to partially repay Dr. Brosman, the LLCs would still owe $757,669 to Dr. Brosman as follows:

	Island Funding	30 Haul Away	Combined
Outstanding loan principal balance 12/31/21	253,533	455,139	708,672
Outstanding accrued interest balance 12/31/21	443,576	497,711	941,287
Subtotal	697,108	952,850	1,649,959
Assumed payment by Mr. Johnson	(633,366)	(258,923)	(892,290)
Remaining indebtedness to Dr. Brosman	63,742	693,927	757,669

(Note: interest is accrued through December 31, 2021 only)

20. I am uninformed of the fair market value of assets currently held by Island Funding, LLC and 30 Haul Away, LLC. Thus, I am unable to determine the reasonableness of Mr. Johnson's estimate that his 50% interests the companies are worth between $2,500,000 and $3,000,000 combined (Johnson Affidavit ¶63). Further, Mr. Johnson does not provide any explanation of how he arrived at the fair market value of these assets.

21. In addition to not knowing the value of real estate held by the companies and not having the benefit of any explanation from Mr. Johnson at how he arrived at his valuation estimate, it is not clear how or if Mr. Johnson has taken into consideration or not taken into consideration the debt and accrued interest owed by him to the companies and the debt and accrued interest owed to Dr. Brosman by the companies.

FURTHER, AFFIANT SAYETH NAUGHT.

George W. DuRant

George W. DuRant, CPA/ABV, CFF, ASA

SWORN TO AND SUBSCRIBED BEFORE ME

This 21 day of February 2023.

Notary Public for South Carolina
My Commission Expires: 07/28/2032

SARAH BOYKIN NOTARY PUBLIC SOUTH CAROLINA

SARAH BOYKIN
Notary Public-State of South Carolina
My Commission Expires
July 28, 2032

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George W. DuRant, CPA/ABV, ASA, CFF

Curriculum Vitae

CONTACT

Business address: 1 Holliday Court, Columbia, South Carolina 29223 (home office); P.O. Box 2746, Columbia, South Carolina 29202 (mailing address)

Telephone: (803) 212-8974

EDUCATION

Bachelor of Science in Business Administration, Accounting, Cum Laude, University of South Carolina, 1973.

EMPLOYMENT

December 1973 - December 1977 staff accountant with Derrick, Stubbs & Stith, CPAs, Columbia, South Carolina. January 1978 – December 2007, partner DuRant, Schraibman & Lindsay, CPAs (formerly DuRant & Company and Flynt, DuRant & Company). January 2008 – December 31, 2008 member, Sellars, DuRant, Schraibman, Lindsay & Cole, LLC. January 1, 2009 – December 31, 2017 member, DuRant, Schraibman & Lindsay, LLC. January 1, 2018 – sole practitioner practicing under the firm name George DuRant, LLC.

PROFESSIONAL INVOLVEMENT

CPA, Certified Public Accountant (1975); member of the American Institute of Certified Public Accountants, the South Carolina Association of Certified Public Accountants, and the Central Chapter of the South Carolina Association of Certified Public Accountants. Past president, vice president, secretary and treasurer of the Central Chapter of the South Carolina Association of Certified Public Accountants.

ABV, Accredited in Business Valuation, American Institute of Certified Public Accountants (1998). Past member and past chairman Business Valuation and Forensic & Litigation Services Task Forces (or its predecessor), South Carolina Association of Certified Public Accountants. Past Member Behavioral Standards Committee, South Carolina Association of Certified Public Accountants.

ASA, Accredited Senior Appraiser (Business Valuation) American Society of Appraisers. (1998). President South Carolina Chapter of American Society of Appraisers (2001-2003). Secretary South Carolina Chapter of American Society of Appraisers (2000-2001).

CFF, Certified in Financial Forensics, American Institute of Certified Public Accountants (2009).

Past Chairman Columbia Tax Study Group; Past treasurer, NAMI Mid-Carolina (2004-2008)

Member of AICPA's Joint Trial Board – October 2013 – May 2020. The AICPA's Joint Trial Board is responsible for adjudicating alleged violations of the AICPA's bylaws and Code of Professional Conduct.

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George W. DuRant, CPA/ABV, ASA, CFF

AUTHOR

George W. DuRant and Robert F. Anderson, Esq., *Look Before You Leap: Bankruptcy Tax Planning*, South Carolina Lawyer, Volume 4, Number 1, July/August 1992, pp. 32-35.

George W. DuRant and Frederick A. Crawford, Esq., *Appeals Court Weighs in on Stock Valuation"* South Carolina Lawyer, Volume 11, Number 5, March/April 2000, pp. 14-18.

George W. DuRant and John O. McDougall, Esq., *Business Valuation in Family Court*, South Carolina Lawyer, Volume 13, Number 2, September/October 2001, pp. 15-17.

George W. DuRant and Robert E. Faulkner, *Family Limited Partnerships, Valuation Discounts, Is 30% About Right?* The CPA Report, published by the SC Association of CPAs, October 2001, page 12.

Author of *Business Value*, a quarterly newsletter published by DuRant, Schraibman & Lindsay, CPAs focused upon business valuation issues (publication discontinued).

George W. DuRant, *Credibility*, The CPA Report, published by the SC Association of CPAs, April 2002, page 11.

George W. DuRant, *Deadlock*, The CPA Report, published by the SC Association of CPAs, August 2003, page 9.

George W. DuRant, *Goodwill at Divorce* included in course materials for the South Carolina Bar and South Carolina Association of CPAs, Litigation Conference, September 21-22, 2007, Kiawah Island, S.C.

George W. DuRant, *Professional Ethics for the CPA Expert Witness* included in course materials for the South Carolina Bar and South Carolina Association of CPAs, Litigation Conference, September 21-22, 2007, Kiawah Island, S.C.

George W. DuRant, *Calculating Lost Profits* included in course materials for the South Carolina Bar and South Carolina Association of CPAs, Litigation Conference, September 21-22, 2007, Kiawah Island, S.C.

Goodwill in Divorce, *Family Law: Helping your Clients Through Difficult Cases*, National Business Institute (NBI), December 3, 2007, Columbia, South Carolina.

Business Valuation and Forensic Accounting, National Business Institute (NBI), May 4, 2009, Columbia, South Carolina.

Thornwell F. Sowell and George W. DuRant, *Oppression of Minority Shareholders and Court Ordered Fair Value*, South Carolina Lawyer, November 2010, Vol. 22, Issue 3, pp. 31- 35.

George W. DuRant, *Things You May Not Know About CPAs*, National Business Institute (NBI), November 16, 17, & 18, 2010; Greenville, Charleston, Columbia, South Carolina.

George W. DuRant, *SCACPA & AICPA's Joint Ethics Enforcement Process*, CPA Report, Second Edition 2014, South Carolina Association of Certified Public Accountants.

George W. DuRant, *Ethically Speaking:* Quarterly column in *CPA Report* 2015 through 2018; South Carolina Association of Certified Public Accountants. Articles have included: "What Should You Do" 1st Quarter 2015; "Let's Not Forget Who Brought Us to the Dance" 2nd Quarter 2015; "Looking Back,

Looking Forward Take the Red Pill" 4th Quarter 2015; "The Times They Are Changing – Will You Rent or Own?" 1st Quarter 2016; "Holding Out as a CPA" 2nd Quarter 2016; When Analyzing Your Ethics, Be Careful of the Cheers" 3rd Quarter 2018; "When it Comes to Trust… Good Enough, Isn't" 4th Quarter 2018.

SPEAKING

Valuation of Business Interests in South Carolina Family Courts; CLE program delivered November 30, 1995, Columbia, South Carolina.

Discount for Lack of Marketability - Bernard Mandlebaum et al v. Commissioner T.C. Memo 1995-255; Presented to the Columbia Tax Study Group, May 21, 1996

Welfare-to-work Income Tax Credit; Representing Small Businesses - Keys for Success, South Carolina Bar's continuing legal education seminar, August 14, 1998.

FLP Valuations, Columbia Tax Study Group, December 8, 1998.

Income Tax & Divorce, Family Court Civil Mediation Training, June 28, 1999.

Facing the Daubert Challenge, American Society of Appraisers, Chapter 112, May 10, 2000.

Income Tax & Divorce, Family Court Civil Mediation Training, May 26, 2000.

Selected Income Tax Rules Applicable to Alimony, Child Support & Property Tax Settlement Payments, Family Court Mediation Training, November 16, 2000.

Valuation Discounts – Is 30% About Right? Columbia Tax Study Group, November 21, 2000.

Income Tax & Divorce, Family Court Civil Mediation Training, April 13, 2001.

IRC §2036 FLP Sins of Omission and Commission, Columbia Tax Study Group. January 21, 2003.

Understanding Business Valuation in South Carolina: Just the Basics, Lorman Education Services, July 8, 2004.

Panel, South Carolina Association of CPAs Litigation Conference, Columbia, South Carolina. September 16, 2004.

Lawyer Trust Accounts, with Desa Ballard, Esq. and S. Harrison Saunders, Esq., South Carolina Bar, Sidebar Video Presentation, November 6, 2006.

Preparing the Expert Witness Panel Discussion, South Carolina Bar / South Carolina Association of CPAs, Litigation Conference, *The Truth About Opinions: What CPA's and Attorneys Need to Know About Expert Witnesses,* November 21, 2006.

Successful Financial Settlements for Your Divorce Clients, Forensic Accounting and Valuation in Divorce, National Business Institute. May 11, 2007.

Business Valuation Panel Discussion, with the Honorable Timothy Brown, the Honorable Mikell Scarborough, Jim Joyner, III, CPA, Jim Ewart, CPA, and Catherine Stoddard, CPA, South Carolina Bar

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and South Carolina Association of CPAs, Litigation Conference, September 21, 2007, Kiawah Island, S.C.

Professional Ethics for the CPA Expert Witness, panel discussion with Professor John Freeman, A. Camden Lewis, Esquire, Patrice Viton, CPA, and Catherine Stoddard, CPA, South Carolina Bar and South Carolina Association of CPAs, Litigation Conference, September 21, 2007, Kiawah Island, S.C.

Calculating Lost Profits, co-presenter with A. Camden Lewis, Esquire, South Carolina Bar and South Carolina Association of CPAs, Litigation Conference, September 21, 2007, Kiawah Island, S.C.

Goodwill in Divorce, *Family Law: Helping your Clients through Difficult Cases*, National Business Institute (NBI), December 3, 2007, Columbia, South Carolina.

Business Valuation and Forensic Accounting, National Business Institute (NBI), May 4, 2009, Columbia, South Carolina.

Shareholder Disputes – Minority Buyouts, Panel discussion with Thornwell F. Sowell, Esq., Gus Dixon, Esq., Mark Hobbs, CPA, and the Honorable Knox McMahon, sponsored by the SC Association of CPAs and the South Carolina Bar, Columbia, SC, September 17, 2009.

The Practical and Ethical Sides of Standards: Advocacy vs. Objectivity. Panel discussion with Thornwell F. Sowell, Esq., Henry McKellar, Esq., Mark Hobbs, CPA, and James F. Joyner III, CPA, sponsored by the SC Association of CPAs and the South Carolina Bar, Columbia, SC, September 16, 2010.

George W. DuRant, Accounting & Accountants: *What Lawyers Need to Know About Both*, National Business Institute (NBI), November 16, 17, & 18, 2010; Greenville, Charleston, Columbia, South Carolina.

The Role of the Expert Witness, January 31, 2013, presentation to Professor James F. Flanagan's Remedies class, University of South Carolina School of Law, Columbia, South Carolina.

Santee Analysis, February 15, 2016, February 13, 2017, October 26, 2017, and February 18, 2019 co-presenter with Thornwell F. Sowell, Esq. to Professor Benjamin Means' Family Business Law Class at the University of South Carolina School of Law. (Santee Oil Company v. Cox; 1975 S.C. LEXIS 264)

Known Unknowns in Family Business Valuation, February 5, 2018 presented to the Hilton Head Island Bar Association's Super CLE Weekend, Hilton Head Island, SC.

Forensic Accounting, October 24, 2018, presentation to Professor James R. Burkhard accounting class at University of South Carolina School of Law, Columbia, South Carolina

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TRIAL TESTIMONY

In re Rochele Banks. 1998 United States Bankruptcy Court, Columbia, South Carolina. Issue: Concealment of Assets.

In re Southern Textile Knitters. Case No. 98-07203 W. January 2000. United States Bankruptcy Court, Columbia, South Carolina. Issues: Misappropriation of assets, insolvency, preferential transfers, fraudulent transfers.

In re Paul V. Fitch and Southern Nurseries, Inc., United States Bankruptcy Court, Columbia, South Carolina Issue: insolvency and adequacy of records.

Anna Newsom v. South Carolina Department of Highways & Public Transportation. Richland County Court of Common Pleas, Case No. 92-CP-40-4850. Issue: Personal injury damage valuation.

Melvin H. Maynard v. Ben Arnold-Heritage Beverage Co. et al, Horry County Civil Action No. 95-CP-26-1217. Issue: Personal injury damage valuation.

In re Plantation Ford Tractor, Inc. United States District Court, Charleston, South Carolina. Issue: Insolvency and under capitalization of corporate debtor.

William P. Hatfield, Individually and on Behalf of the Hyman Law Firm v. Susan F. Van Epps, 99-CP-21-11, Florence County Court of Common Pleas, October 2001. Issue: Valuation of an interest in a medical professional association.

Young v. Roger Pack, Copier Masters, Inc. and Little Bucks, Inc. Civil Action No. 00-CP-40-3171. Richland County Court of Common Pleas, July 16, 2002. Issue: Valuation of 40% interest in S corporation.

Bryce N. Brown et al v. Woodside Development Limited Partnership et al. Civil Action No. 1:01-2568-22. United States District Court for the District of South Carolina, Aiken Division. August 29, 2002. Forensic Accounting. Testimony on behalf of the plaintiff, represented by Richard A. Harpootlian, Esquire. Carl Epps, Esquire for the defense.

W. James Kitchens, W. James Kitchens, Jr. and Weathers Family Investments, LLC, f/k/a Weathers Family Investment Partnership v. Matthew Iovanna and Crescent Capital, Inc. Arbitration before the Honorable Henry McKellar, Richland County, South Carolina. December 2002. Accounting for partnership allocations and distributions.

Shelley v. Shelley. Richland County Family Court. Forensic Accounting. May 2003.

Lenny Ivans v. WPSH, Inc., Don Corey, John Grue, and Golden Eagle Trading Company, S.A. County of Chesterfield in the Court of Common Pleas #01-CP-13-130. Issue: Lost Profits arising from breach of supply contract; March 26, 2003. Testimony on behalf of the plaintiff, represented by Keith M. Babcock, Esquire. Harry A. Swagart, III, Esquire on behalf of the defendant. Judge James E. Lockemy. December 2004.

Martha Ward, on behalf of herself and all others similarly situated v. Dixie National Life Insurance Company, National Foundation Life Insurance Company, United States District Court for the District of South Carolina, Columbia Division, December 8, 2008 in front of the Honorable Joseph Anderson.

Accounting and audit sampling testimony on behalf of the plaintiff class, represented by Richard A. Harpootlian. Opposing counsel: J. Calhoun Watson, Sowell, Gray, Stepp & Laffitte, LLC.

William F. Tomz and Frances W. Tomz individually and as Class Representatives v. Capital Investment Funding, LLC and Arthur M. Field, Case No. 2008-CP-23-03665, Greenville Court of Common Pleas; December 30, 2008. Insolvency and conflicts of interest considerations in appointment of a receiver for an LLC on behalf of the plaintiff class, represented by Gene Connell, Esquire.

Arnold S. Goodstein and the Summerville Companies, LLC v. M. Stephen Hill and Wilem, LLC, Case No. 07-CP-18-00666, Dorchester County Court of Common Pleas, Arbitration on January 7, 2010. Case involved representations and warranties regarding fair presentation of financial statements, business valuation and forensic accounting; testimony for the defendant, represented by Edward D. Sullivan, Esq. and Joel Collins, Esq. of Collins & Lacy, PC; plaintiff represented by Richard S. Rosen, Esq., of Rosen, Rosen & Hagood.

Fort Mill Telephone Company v. Edwin L. Barnes, Jr. et al., Civil Action No. 09-CP-46-03298, in the York County, South Carolina Court of Common Pleas. March 1, 2011 and April 1, 2011. Business valuation opinion on behalf of the defendants regarding fair value under South Carolina's Dissenter's Rights Statute. Attorney for plaintiff was Robert Y. Knowlton, Esq., Haynsworth, Sinkler & Boyd, P.A., Columbia, S.C.; attorneys for defendants were Frank H. Gibbes, III, Esq., Gibbes, Burton, LLC, Spartanburg, S.C.; C. Richard Rayburn, Esq. and Ross R. Fulton, Esq. Rayburn, Cooper & Durham, Charlotte, N.C.

T. Alexander Beard v. Christa M. Dunn and Dixon Hughes, PLLC, Berkeley County C/A No.: 2010-CP-08-0776. Testimony on behalf of the plaintiff, represented by James M. Griffin, Esquire, Griffin, LLC Columbia, South Carolina and Badge Humphries, Esquire, Motley, Rice, Charleston, SC, testimony regarding Attestation Standards and Code of Professional Conduct, accountant's standard of care. July 26, 2011. Defendant's counsel Frederick K. Sharpless, Esquire, Greensboro, N.C. and H. Brewton Hagood, Esquire, Rosen, Rosen & Hagood, LLC, Charleston, S.C.

In re: Congaree Triton Acquisitions, LLC. United States Bankruptcy Court for the District of South Carolina, Case No. 12-00456-JW. Testimony re Examination as Examiner June 21, 2012.

DWC 3, INC., RYFO, LLC, Paul Miller, and Kathleen Miller, v. Kissell Enterprises, Inc. f/k/a Analytical Testing Consultants, Inc. and Diane L. Kissell. Arbitration July 9, 2013. Testimony on behalf of plaintiffs, including opinion that certain financial statements did not *fairly present* the defendant's financial condition, results of operations, and changes in financial position and valuation implications related thereto. Attorney for plaintiff was Ross Fulton, Esq. of Rayburn, Cooper & Durham, Charlotte, N.C.

Robert F. Anderson, as Ch. 7 Trustee for IBG, Inc. v. Wade Cordell, et al; Adv. Proc. No. 12-80208-jw. Testimony on behalf of the Chapter 7 Trustee as to damages caused by breach of fiduciary duty and violation of the standard of care expected of CPAs. Mitchell Willoughby, Esq., R. Walker Humphrey, Esq., Elizabeth Zeck, Esq., of Willoughby & Hoefer, PA and Marilyn Gartley, Esq. of Columbia, SC represented the Trustee; opposing counsel S. Lawrence Polk, Esquire of Eversheds-Sutherland, Atlanta, Georgia representing defendants Morgan Keegan & Company, Inc. and Keith E. Meyers. May 1, 2018.

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IN THE MATTER OF: The Janet B. Brooker Trust (C.A. No. 2015 – ES40 – 00662) Julia B. Brooker, Petitioner, v. Beacham O. Brooker, Jr., in his official capacity as Trustee and individually as a Beneficiary of the Janet B. Brooker Trust; and Ellen B. Corontzes individually as a Beneficiary of the Janet B. Brooker Trust, Respondents. In the Richland County Probate Court C.A. 2017-GC-40-0036. Forensic accounting testimony on February 5, 2019 on behalf of Petitioner, represented by James. M. Griffin, Esq. and Maggie Fox, Esq.; Griffin Davis, LLC, Columbia, SC. Respondents represented by Thornwell F. Sowell, Esq. and Bess J. DuRant, Esq. of Sowell & DuRant, LLC.

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DEPOSITION TESTIMONY

Pulliam Investment Company, Inc. v Cameo Properties, Banner Equites, Inc. et al United States District Court, Spartanburg Division, CA 7-85-683-3. Issue: residential real estate proforma; May 8, 1987. Testimony on behalf of the defendant, represented by Manton M. Grier, Esquire. Deposition taken by James C. Cothran, Jr. Esquire on behalf of the plaintiff.

East Richland Public Service Authority v. Wildewood Utilities. Issue: Valuation of 100% control interest in private water and sewer treatment plant (condemnation).

City of Columbia v. Midlands Utility, Inc., Richland County Court of Common Pleas # 87-CP-40-6364. Issue: value of 100% control interest in private water and sewer treatment plant (condemnation); November 11, 1988. Testimony on behalf of the defendant, represented by Mollie K. Dupriest, Esquire. Deposition taken by James S. Meggs, Esquire on behalf of the plaintiff.

FDIC v. Conco/Brinkcraft JV, et al. Evaluation of reorganization plan and valuation of proposed securities regarding residential rental condominiums located in Dallas, Texas.

Lexington State Bank v. Ralph Wasson, Sr. Richland County Civil Action No. 93-CP-32-1569 Wasson Pontiac-GMC, Inc. Valuation of automobile dealership as of December 31, 1988. Testimony on behalf of the defendant, represented by Harry M. Swagart, Esquire.

Cousins v. Cousins, Newberry County Case No. 89-CP-36-322. Opinion as to fair market value of grain/farm products business and business segments located in Newberry, South Carolina.

In re Southco, Inc., U.S. Bankruptcy Court. Issue: insolvency.

Gaines W. Hammond, M.D. v. Butler, Means, Evins & Browne et al County of Spartanburg in the Court of Common Pleas #92-CP-42-574. Issue: value of minority interest in startup medical technology venture, May 12, 1992. Testimony on behalf of the plaintiff, represented by A. Camden Lewis, Esquire. Deposition taken by Ellis M. Johnson, II, Esquire on behalf of the defendants.

Pen Pals, Inc. v. James H. Farrow, Jr., Crouch Construction Company & M.A. Robitsky Construction Co., Inc., Richland County Court of Common Pleas No. 91-CP-32-3054. Issue: lost profits; July 29, 1993. Testimony on behalf of the plaintiff, represented by Edward D. Barnhill, Jr., Esquire. Deposition taken by James L. Bruner, Esquire.

Thomas Hearon v. Widewater Square Associates – 84, Richland County Court of Common Please #92-CP-40-2232. Issue: partnership accounting, September 15, 1993. Testimony on behalf of the plaintiff, represented by William R. Calhoun, Jr., Esquire. Deposition taken by Harry M. Swagart, Esquire and John P. Freeman, Esquire.

Carl H. Almond v. Arthur M. Swanson et al. Richland County Court of Common Pleas No. 94-CP-40-0164. Issue: Business Valuation; June 6, 1996. Testimony on behalf of the plaintiff, represented by Anne D. Zuckerman, Esquire. Deposition taken by Robert Y. Knowlton, Esquire on behalf of the defendants.

Della McElveen v.Leland J. McElveen, Richland County Family Court C.A. No.: 94-DR-40-5024. Issue: Valuation of a one-ninth interest in a medical professional association; June 13, 1996. Testimony on behalf of the defendant, represented by J. Mark Taylor, Esquire. Deposition taken by James T. McLaren, Esquire on behalf of the plaintiff.

TLC Home Health v. Medshares Management Services, Inc. United States Bankruptcy Court for the District of South Carolina, Case No. 97-11095-W. Issue: valuation of a home health company, July 27, 1999. Testimony on behalf of the plaintiff, represented by Barry L. Johnson, Esquire. Deposition taken by Julio E. Mendoza, Jr. Esquire on behalf of the defendant.

In re Southern Textile Knitters. Robert F. Anderson, Trustee v. Simchon et al United States Bankruptcy Court for the District of South Carolina, Case No. 98-07203 W. Issues: Preferential and fraudulent transfers, May 25, 1999; October 4-5, 1999. Testimony on behalf of the plaintiff, represented by H. Flynn Griffin, Esquire. Deposition taken by Richard R. Gleissner, Esquire and Michael M. Beal, Esquire on behalf of the defendants.

John L. Linnerud v. Timmothy L. Cantrell, and Royce D. Camp and R. Ray Dennis. County of Spartanburg in the Court of Common Pleas #2000-CP-42-1982. Issue: Valuation of a 20% membership interest. August 15, 2001. Testimony on behalf of the plaintiff, represented by Thomas H. Pope, III, Esquire. Deposition taken by Steven E. Farrar, Esquire and Michael S. Pitts, Esquire representing the defendants.

Michael Derrick Shelley v.Judy Butler Shelley. Richland County Court of Common Pleas #C/A No. 01-DR-40-4247. Forensic Accounting relating to husband's continuing ability to pay alimony; February 26, 2003. Testimony on behalf of wife, represented by Kathryne Ann Shelton, Esquire. Deposition taken by Yulee E. Harrelson, Esquire on behalf of the husband.

Lenny Ivans v. WPSH, Inc., Don Corey, John Grue, and Golden Eagle Trading Company, S.A. County of Chesterfield in the Court of Common Pleas #01-CP-13-130. Issue: Lost Profits arising from breach of supply contract; March 26, 2003. Testimony on behalf of the plaintiff, represented by Keith M. Babcock, Esquire. Deposition taken by Harry A. Swagart, III, Esquire on behalf of the defendant.

Anonymous Taxpayers v. South Carolina Department of Revenue, Administrative Law Judge Division, Docket No. 01-ALJ-17-0227-CC. Issue: economic impact of 1989 change in taxability of South Carolina Retirement System benefits; April 29, 2003. Testimony on behalf of petitioner, represented by A. Camden Lewis, Esquire. Deposition taken by Vance J. Bettis, Esquire on behalf of the respondent.

NSN Machining Co., Inc. v. Meritor Heavy Vehicle Systems, LLC., Arvin Meritor, Inc. United States District Court, SC Case No.: 7:02-3238. January 23, 2004. Lost Profits arising from breach of supply agreement.

Nicole Ohrin v. Scott Middleton and Agape Assisted Living, Inc. et. al. Case No. 03-CP-32-2938. November 2004. Insolvency.

Carter v. Steedley Cynthia A. Carter and Melissa Carter Coursen, as beneficiaries of the Testamentary Trust U/W Robert W. Carter Dated 7/3/78, Testamentary Trust U/W Dorothy A. Carter Dated 2/26/98, v. W. Mark Steedley, McLain, Moise & Associates, PC; Robert Moise; Edisto Beach Land Development, L.L.C.; The Retreat at Edisto, L.L.C.; The Southeastern Trust Company and Branch Banking and Trust Company of South Carolina, Successor in Interest by Merger to Southeastern Trust Company, as personal representatives of the Estate of Dorothy A. Carter, deceased, and as trustees of the Testamentary Trust U/W Robert W. Carter Dated 7/3/78, and John T. Black, Jr., individually and as personal representative of the Estate of Dorothy A. Carter, deceased, and as Trustee of the Testamentary Trust U/W Robert W. Carter Dated 7/3/78; The Atwood Agency, Inc.; James K. Kuyk; and Grant, Kuyk & Rogers, P.C.,

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Colleton County Court of Common Pleas; Civil Action No. 02-CP-15-494; Civil Action No. 02-CP-15-471. Testimony on behalf of plaintiffs regarding accounting malpractice, valuation of interest in LLC owning resort real estate. Plaintiffs represented by L. Henry McKellar, Esq., Charles W. Whetstone, Jr., Esq., and John Eric Fulda, Esq. Deposition taken on August 17, 2005 by John C. Moylan, III, Esq.

In re: HomeGold Financial, Inc. (Case No.: 03-03865-B), HomeGold, Inc. (Case No.: 03-03864-B), Carolina Investors, Inc. (Case No.: 03-04409-B) Debtors, Ralph C. McCullough, II As Trustee for the Estate of HomeGold Financial, Inc. HomeGold, Inc. and Carolina Investors, Inc. vs. USA Digital Communications, Inc. Adv. Pro. No: 05-80065-B. Testimony on behalf of the defendant regarding ordinary course of business and new value defense in preferential and fraudulent transfer recovery action. Plaintiff represented by Richard R. Gleissner, Esq. and Michael Brown, Esq. of Finkel & Altman; defendant represented by Robert F. Anderson, Esq. October 3, 2005.

Georgetown Steel Company, LLC, Debtor, David O. Shelley as Liquidating Trustee for the Georgetown Steel Company, LLC Liquidating Trust, Plaintiff v. Stahl, Inc. Case No. 03-13156-W; Adversary No. 05-80218-W. Testimony on behalf of the defendant regarding ordinary course of business and contemporaneous exchange for new value defenses in preferential transfer recovery action. Plaintiff represented by Michael Beale, Esq. of McNair Law Firm; defendant represented by Robert F. Anderson, Esq. May 3, 2006.

QZO, Inc. d/b/a Palmetto Ambulance Service v. Cherry Bekaert & Holland, LLP, Larson Allen - Cherry Bekaert, LLP, Elizabeth Menger, and Mickey Smith Case No. 05-CP-02-40. Testimony on behalf of the plaintiff regarding accounting malpractice, breach of CPAs' duty to avoid conflicts of interest and duty to maintain confidentiality. Plaintiff represented by Blaney Coskrey. Defendant represented by Paul Childers and Steve Farrar. June 9, 2006.

Caterpillar, Inc. v. J. Garner Scott, Individually and as Trustee for the Jacqueline Marie Scott Trust, the James Garner Scott Trust, the Stephen Matthew Scott Trust, the Christine Ann Scott Trust, and Robert Young, as Trustee for the Manhattan Trust Civil Action No. 3:04-21789-17 United States District Court, District of South Carolina, Columbia Division. Testimony on behalf of the plaintiff regarding generally accepted accounting principles, breach of contract, damages related to breach. Counsel for plaintiff: W. Francis Marion, Esq., Haynesworth, Sinkler & Boyd, P.A., Greenville, South Carolina. Counsel for defendants: Keith M. Babcock, Esq. Lewis & Babcock, LLP, Columbia, South Carolina. October 5, 2006.

Harris Teeter, Inc. v. Moore & Van Allen, PLLC. Civil Action No. 05-CP-10-2902. Testimony on behalf of the plaintiff, represented by Mary G. Lewis, Esq., Lewis & Babcock, LLP. Damage calculation based on economic difference between real estate leases, discounted rent differential. Counsel for defendant: Clayton B. McCullough, Esq., Pratt-Thomas, Epting & Walker, P.A. February 12, 2007.

Harris Teeter, Inc. v. McNair Law Firm, P.A. Civil Action No. 2006-CP-10-1169. Testimony on behalf of the plaintiff, represented by Mary G. Lewis, Esq., Lewis & Babcock, LLP. Damage calculation based on economic difference between real estate leases, discounted rent differential. Counsel for defendant: Robert Stepp, Esq., Sowell Gray Stepp & Laffitte, LLC. June 14, 2007.

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Stephen Anvar, M.D. v. Greenville Hospital System, et al, Greenville County Civil Action 2003-CP-23-3706. Testimony on behalf of the plaintiff, represented by L. Henry McKellar, Esquire. Calculation of lost earnings. Counsel for defendants, Matthew P. Utecht, Esquire. February 24, 2009.

T. Alexander Beard v. Christa M. Dunn and Dixon Hughes, PLLC, Berkeley County C/A No.: 2007-CP-08-2271. Testimony on behalf of the plaintiff, pro se. Accountant's Standard of Care. May 5, 2009. Defendant's counsel Frederick K. Sharpless, Esquire, Greensboro, N.C.

Tubular Technologies, LLC a/k/a PMI Technologies, LLC, v. Todd Boudreaux, Esquire; the law firm of Shepard, Plunkett, Hamilton, Boudreaux & Tisdale, LLP; Tucker Player, Esquire; and the law firm of Player Law Firm, LLC. Civil Action No.: 03:08-CV-3425-CMC. November 2, 2009. Testimony on behalf of the defendants Todd Boudreaux, Esquire and the law firm of Shepard, Plunkett, Hamilton, Boudreaux & Tisdale, LLP, represented by L. Henry McKellar, Esq. Feasibility of Chapter 11 Plan of Reorganization. Plaintiff's counsel: Keith M. Babcock.

Fort Mill Telephone Company v. Edwin L. Barnes, Jr. et al., Civil Action No. 09-CP-46-03298, in the York County, South Carolina Court of Common Pleas. December 9, 2010. Business valuation opinion on behalf of the defendants regarding fair value under South Carolina's Dissenter's Rights Statute. Attorney for plaintiff was Robert Y. Knowlton, Esq., Haynsworth, Sinkler & Boyd, P.A., Columbia, S.C.; attorneys for defendants were Frank H. Gibbes, III, Esq., Gibbes, Burton, LLC, Spartanburg, S.C.; C. Richard Rayburn, Esq. and Ross R. Fulton, Esq. Rayburn, Cooper & Durham, Charlotte, N.C.

In re: The Estate of Jacquelin K. Stevenson, Deceased and the Estate Of Thomas C. Stevenson, Deceased, Jacquelin S. Bennett, Genevieve S. Felder and Kathleen S. Turner, individually, as Co-Trustees and beneficiaries of the Marital Trust and the Qualified Terminable Interest Trust Created by the Thomas Stevenson Will, and Jacquelin S. Bennett, and Kathleen S. Turner, as Co-Personal Representatives on behalf of the Estate of Jacquelin K. Stevenson, v. T. Heyward Carter, Jr.; Evans, Carter, Kunes & Bennett, P.A.; Douglas Capital Management, Inc.; Dixon-Hughes, LLP f/k/a Pratt-Thomas Gumb & Co., P.A.; and Lynne L. Kerrison. Charleston County Probate Court, Case No. 2007-ES10-1437. (Accounting malpractice and damages). Testimony on behalf of the Plaintiffs March 8, 2012. Plaintiffs were represented by A. Cam Lewis, Esq.; Defendants were represented by Susan Wall, Esq. and Frederick K. Sharpless, Esq.

Smith & Jones Janitorial Supplies and Equipment, Inc. v. Ultra Chem USA Inc., and Micro Chemical Manufacturing and Supplies USA, Inc., John Shieh and Chris Shieh C/A No: 3:13-cv-01486-JFA, US District Court for District of South Carolina. Lost profits testimony on behalf of Defendants on July 23, 2014. Plaintiffs represented by James Corbett, Esq. of Holler, Garner, Corbett, Ormond, Plante & Dunn, Columbia, S.C.; Defendants represented by Thomas Salane, Esq. of Turner Padgett Graham & Laney PA, Columbia, S.C.

IN RE: Infinity Business Group, Inc., Debtor. vs. Wade Cordell et al. Adversary proceeding case No. 12-80208 in the United States Bankruptcy Court for the District of South Carolina. Testimony on behalf of the Chapter 7 Trustee as to damages for failing to disclose material financial facts measured by increase in indebtedness. James M. Griffin, Esq. of Griffin Davis, Columbia, S.C. and Marilyn Gartley, Esq. of Anderson & Associates, Columbia, S.C. counsel for the Trustee. Lawrence Polk, Esq. of Sutherland,

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Asbill & Brennan, LLP, counsel for Morgan Keegan & Company, Inc., and Keith E. Meyers. February 29, 2016.

Robert F. Anderson, Trustee for Chapter 7 Estate of Medical Management Group, LLC v. Bajaj, M.D. et al. Case No. 13-01264; Adversary Proceeding No. 15-80029. Testimony on behalf of the Chapter 7 Trustee as to Insolvency and damages arising due to payment of dividends while insolvent. Thornwell F. Sowell, Esquire and Bess DuRant of Columbia, SC represented the Trustee; Gregory Brown, Esquire of Raleigh, N.C. represented the Defendants. July 19, 2016.

Robert F. Anderson, as Ch. 7 Trustee for IBG, Inc. v. Wade Cordell, et al; Adv. Proc. No. 12-80208-jw. Testimony on behalf of the Chapter 7 Trustee as to damages caused by breach of fiduciary duty and violation of the standard of care expected of CPAs. Clarence Davis, Esquire of Griffin Davis, Columbia, SC represented the Trustee; deposition taken by S. Lawrence Polk, Esquire of Eversheds-Sutherland, Atlanta, Georgia representing defendants Morgan Keegan & Company, Inc. and Keith E. Meyers. April 27, 2017.

Cumberland v. City of Columbia; Richland County, SC; 2011-CP-40-06705. Testimony for the Plaintiff as to the City's compliance with the South Carolina Revenue Bond Act's requirements as to surplus amounts in the water and sewer fund and establishment of water and sewer reserve funds for bond and interest payments, operation and maintenance, depreciation, and contingencies. Gene M. Connell, Jr. Esq. and C. Dixon Lee, III, Esq. for the Plaintiffs; Peter M. Balthazor, Esq. and M. McMullen Taylor, Esq. for the Defendant City of Columbia. August 30, 2017.

In re: The Estate of Jacquelin K. Stevenson, Deceased and the Estate Of Thomas C. Stevenson, Deceased, Jacquelin S. Bennett, Genevieve S. Felder and Kathleen S. Turner, individually, as Co-Trustees and beneficiaries of the Marital Trust and the Qualified Terminable Interest Trust Created by the Thomas Stevenson Will, and Jacquelin S. Bennett, and Kathleen S. Turner, as Co-Personal Representatives on behalf of the Estate of Jacquelin K. Stevenson, v. T. Heyward Carter, Jr.; Evans, Carter, Kunes & Bennett, P.A.; Douglas Capital Management, Inc.; Dixon-Hughes, LLP f/k/a Pratt-Thomas Gumb & Co., P.A.; and Lynne L. Kerrison. Charleston County Probate Court, Case No. 2007-ES10-1437. (Aiding and abetting breach of fiduciary duty and damages). Testimony on behalf of the Plaintiffs March 22, 2018. Plaintiffs were represented by Keith M. Babcock, Esq.; Defendant Accountants were represented by Frederick K. Sharpless, Esq.

IN THE MATTER OF: The Janet B. Brooker Trust (C.A. No. 2015 – ES40 – 00662) Julia B. Brooker, Petitioner, v. Beacham O. Brooker, Jr., in his official capacity as Trustee and individually as a Beneficiary of the Janet B. Brooker Trust; and Ellen B. Corontzes individually as a Beneficiary of the Janet B. Brooker Trust, Respondents. In the Richland County Probate Court C.A. 2017-GC-40-0036. Forensic accounting testimony on August 2, 2018 on behalf of Petitioner, represented by James. M. Griffin, Esq. and Maggie Fox, Esq.; Griffin Davis, LLC, Columbia, SC. Respondents represented by Thornwell F. Sowell, Esq. and Bess J. DuRant, Esq. of Sowell & DuRant, LLC.

In re: Dozier Financial, Inc., Debtor. Janet B. Haigler, Chapter 7 Trustee v. Michael A. Dozier, Sequence Financial Specialists, LLC, WebsterRogers, LLP, WebsterRogers Financial Advisors, LLC, Shilson, Goldberg, Cheung & Associates, LLP and Wilcox Buyck and Williams, P.A. US District Court for SC; C/A No.: 4:18-1888-MGL-SVH; February 20, 2020. Testimony on behalf of the Chapter 7 Trustee,

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represented by Richard R. Gleissner and Luke Gleissner, as to accounting malpractice and damages. Opposing counsel: Hope K. Everett, Esquire; Charles E. Ipock, Esquire; Robert Y. Knowlton, Esquire; Frederick A. Crawford, Esquire; Anthony E. Rebollo, Esquire; Charles J. Webb, Esquire; D. Jay Davis, Jr., Esquire; Stephanie N. Ramia, Esquire.

Brenda Lee Burns and E. Zachary Horton, as trustee of the Brenda Lee Burns Irrevocable Trust v. Victoria J. Ballentine, W. David Roe, and Elliott Davis, LLC (Accounting malpractice, failure to supervise and control staff) Greenville County, South Carolina. 2018CP2300939. Testimony on behalf of the Plaintiffs represented by Clay L. Jennings, Esq., Jennings Law Firm, LLC, Greenville, SC. Defendant's Counsel: William Brown, Esq. Nelson Mullins, Greenville, SC; July 29, 2022.

Julia B. Brooker v. Beacham O. Brooker, Jr., and Ellen B. Corontzes. Richland County, SC Case Number: 2022-CP-40-06529. Forensic accounting for unaccounted for shares in a public company. Testimony on behalf of the Plaintiff, represented by William G. Newsome, III, Esq., Meagan L. MacBean, Esq., and James M. Griffin, Esq. Defendants represented by Thornwell F. Sowell, III, Esq. and Bess J. DuRant, Esq. January 24, 2023.

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Affidavits Pursuant to S.C. Code Ann. §15-36-100(excluding cases listed above)

Earline Gorchyca, individually and on behalf of all those similarly situated, Ex Rel. Moncks Corner Finance. Inc. v. CFS Business Services, Inc., and Kenneth M. O'Connell, CPA. York County, South Carolina, Case No.: 2009-CP-46. (Accounting malpractice). July 8, 2010.

Michael Reidmayer and Susan Reidmayer v. Dixon Hughes, PLLC, Jan Waring-Woods, Christa M. Dunn, and Benjamin Newton. Charleston County, South Carolina, Civil Action 2010-CP-10-2773. (Accounting malpractice). April 2, 2010.

Thomas P. Stathakis v. Henry A. Dorn, CPA and Greene & Company, LLP, Greenwood County, South Carolina Case No. 2010-CP-2401145 (Accounting malpractice) June 24, 2010.

Herbert Anderson, Jr. v. Henry A. Dorn, CPA and Greene & Company, LLP, Greenwood County, South Carolina Case No. 11-CP-24-00001 (Accounting malpractice). November 3, 2011.

Thomas Wingard v. Greene & Company, LLP et al, Greenwood County, South Carolina (Accounting malpractice). March 13, 2012.

Rickenbacker et al v. Summers et al (Accounting malpractice) Orangeburg County, SC Civil Action No. 2019-CP-38-00106. March 2019.

Brenda Lee Burns and E. Zachary Horton, as trustee of the Brenda Lee Burns Irrevocable Trust v. Victoria J. Ballentine, W. David Roe, and Elliott Davis, LLC (Accounting malpractice) Greenville County, South Carolina. 2018CP2300939 July 2020.

Truslow & Truslow, P.A., and Barre Columbia, LLC, v. Margaret Riley Creech and J.W. Hunt and Company, LLP (Accounting malpractice), Richland County, SC. August 24, 2022.

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Bankruptcy Examiner Reports Pursuant to 11 U.S.C. §1106

In re: Harold H. Pavilack. United States Bankruptcy Court for the District of South Carolina, Case No. 10-06503-JW. Examiner Report filed on October 26, 2010.

In re: Congaree Triton Acquisitions, LLC. United States Bankruptcy Court for the District of South Carolina, Case No. 12-00456-JW. Examiner Report filed on May 24, 2012.

In re: Rickenbaker Gin, Inc. United States Bankruptcy Court for the District of South Carolina, Case No. 21-02276-DD. Examiner Report filed on January 4, 2022.