

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

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APPEAL FROM LANCASTER COUNTY
Court of Common Pleas

SC Court of Appeals

Eugene C. Griffith, Jr., Circuit Court Judge

Appellate Case No. 2025-002538

MTS CLT, LLC, Appellant,

v.

Jane M. Pettus, Trustee of the Joseph A. Pettus
and Jane M. Pettus Revocable Living Trust
u/i/d April 12, 2005, and Rob Bilbro, Respondents.

**RECORD ON APPEAL
VOLUME 3**

J. Kemper Patton (SC Bar No. 105202)
James C. Adams, II (*Pro hac Vice*, NC Bar No. 18063)
Brooks, Pierce, McLendon, Humphrey & Leonard, LLP
P.O. Box 1800
Raleigh, NC 27602
Telephone: (919) 882-2518
Facsimile: (336) 232-9103
kpatton@brookspierce.com
jadams@brookspierce.com
Attorneys for Appellant

Jeremy D. Melville (SC Bar No. 77473)
W. Mark White (SC Bar No. 7016)
Spencer & Spencer, P.A.
P.O. Box 790
Rock Hill, SC 2731
jdm@spencerfirm.com
markwhite@spencerfirm.com
Attorneys for Respondent Pettus

Lawrence M. Hershon (SC Bar No. 77514)

The Hershon Law Firm, P.A.
1565 Sam Rittenberg Boulevard, Suite 103
Charleston, SC 29407
lawrence@hershonlawfirm.com
Attorney for Respondent Bilbro

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

MTS CLT, LLC,

Plaintiff,

v.

Civil Action No.:

JANE M. PETTUS, TRUSTEE OF THE

2023-CP-2901534

JOSEPH A. PETTUS AND JANE M.

PETTUS REVOCABLE LIVING TRUST

U/I/D APRIL 12, 2005, and

ROB BILBRO,

Defendants.

DEPOSITION OF

ROB BILBRO

DATE: Thursday, June 6, 2024

TIME: 10:04 a.m.

LOCATION: Spencer & Spencer, P.A.

226 East Main Street, Suite 200

Rock Hill, SC 29731

REPORTED BY: Ashley Manini

JOB NO.: 6733616

PAGES 167-169, 173-175 ARE CONFIDENTIAL

1 Q All right. What year did you -- or did you
2 graduate from Wake Forest?

3 A I did.

4 Q And what year did you graduate?

5 A 1983.

6 Q Okay. What did you get your degree in?

7 A Economics.

8 Q All right.

9 MR. ADAMS: Me too. Different school;
10 same certificate.

11 BY MR. PATTON:

12 Q Do you have any additional professional
13 licenses, or trainings, or certificates?

14 A My real estate license.

15 Q Okay. When did you get your real estate
16 license?

17 A 2014, in North Carolina; I think 2015, in
18 South Carolina.

19 Q Okay. So after graduating from Wake Forest,
20 what was your first job?

21 A I went to work in the temporary staffing
22 industry.

23 Q So what was your role working in the
24 temporary staffing agency?

25 A My first role was as a recruiter.

1 Q Okay. So how did you come to -- strike
2 that.

3 Where are you employed now?

4 A I am a real estate agent, so I'm employed by
5 a LLC that I own, that is just me. I work under eXp
6 Realty, but not as an employee.

7 Q Okay. So how did you come to be doing real
8 estate work after working in the temporary staffing
9 industry?

10 A It was a second career after 25 years in the
11 staffing industry. My -- most of my family is in real
12 estate in the Greensboro market, so that was a natural
13 second career for me.

14 Q So what type of a -- strike that.

15 As a realtor, what type of clientele do you
16 work with?

17 A I work with residential clients, and a few
18 commercial small building clients, and commercial land
19 sales; that's residential-commercial -- for
20 residential purposes.

21 Q So doing this work, I mean, do you ever work
22 with developers of real property?

23 A I -- I never represent developers.

24 Q But do you work with them?

25 A They are sometimes buying properties that I

1 have listed.

2 Q Right, okay. So what types of services are
3 you involved with when you are working with developers
4 of real property?

5 MR. MELVILLE: Object to the form.

6 MR. PATTON: I can restate the
7 question.

8 THE WITNESS: Can you repeat the
9 question?

10 MR. PATTON: Yeah, let me try and
11 rephrase that in a better way.

12 BY MR. PATTON:

13 Q When you're providing professional services,
14 what type of work do you do with real property
15 developers?

16 A I represent sellers, so I'm negotiating with
17 sellers on their behalf.

18 Q Okay. Do you ever get involved with the
19 development of the real property in question?

20 A Never.

21 Q Okay. Prior to your work with Eastwood --
22 let me strike that.

23 When you work as a realtor, do you have a
24 particular territory you work in?

25 A The Charlotte Metro area can go from Rock

1 Hill to Mooresville, to Concord, to Gastonia.

2 Q Okay. Do you ever work with -- in Lancaster
3 County, South Carolina?

4 A Yes.

5 Q Okay. Can you tell me about the jobs you've
6 worked on in Lancaster County, South Carolina?

7 A Multiple land deals and some residential
8 homes.

9 Q Okay. And in those land deals and
10 residential -- let me strike that.

11 In those jobs that you just mentioned, do
12 you ever work with Lancaster County Planning
13 Commission?

14 A Can you define working with them?

15 Q Have you ever interacted with the Lancaster
16 County Planning Commission on a professional level?

17 A With the commission, no.

18 Q Okay. Have you ever interacted with the
19 Lancaster County -- or let me take that back.

20 Have you ever interacted with the Lancaster
21 County Water and Sewer District on a professional
22 level before?

23 A I had one conversation with James Hawthorne,
24 in probably 2019 or '20, to ask about the progress of
25 the sewer substation that is -- has been completed

1 a real estate broker; correct?

2 A Correct.

3 Q So was it through your role as a real estate
4 broker that you first met Jane Pettus and Anthony
5 Haltom?

6 A Yes.

7 Q So how did you become acquainted with Jane
8 Pettus?

9 A I know Jane Pettus's son and son-in-law.

10 Q And who is Jane Pettus's son and son-in-law?

11 A Scott Pettus, and his partner TJ.

12 Q Okay. And when did you first become
13 acquainted with Scott Pettus and TJ?

14 A Probably 2017 or '18.

15 Q Okay. Can you tell me how you became
16 acquainted with Scott Pettus and TJ?

17 A Met socially.

18 Q Okay. Did Ms. Pettus ask you to provide
19 professional services on her behalf?

20 A Ms. -- yes. Ms. Pettus asked me to list the
21 property, the Pettus farm property.

22 Q Okay. When did she ask you to do that?

23 A Summer of 2019.

24 Q Okay. This is a copy of -- mark this as
25 Exhibit 1, please.

1 (Exhibit 1 was marked for
2 identification.)

3 Do you recognize this document, Mr. Bilbro?

4 A I do.

5 Q Can you tell me what this document is?

6 A This is the South Carolina Exclusive Right
7 To Sell Agreement, the listing agreement.

8 Q Does this authorize you to list Ms. Pettus's
9 property?

10 A It does.

11 Q Is this the listing agreement you entered
12 into with Ms. Pettus in 2019?

13 A Yes.

14 Q And it authorizes you to sell -- excuse me.
15 Does this listing agreement authorize you to
16 market Ms. Pettus's property?

17 A It does.

18 Q And would you agree with me that at all
19 times, since you entered into this listing agreement,
20 that you've been subject to a listing agreement with
21 Ms. Pettus?

22 A Correct.

23 Q Okay. Did Ms. Pettus ever mention why she
24 wanted to list the property?

25 A Not that I'm aware of or remember having a

1 receives the commission. I receive a portion of that
2 from them.

3 Q Okay. What is the commission that exp
4 receives from the sale of the property?

5 A 2 percent of the sales price.

6 Q Okay. And what percent of that do you
7 receive?

8 A I can't specifically answer that, 'cause it
9 would depend on what time of the year, where I am. It
10 could be 80 percent of it; it could be almost all of
11 it.

12 Q That 2 percent commission, was that -- let
13 me take that back.

14 At all times since the property has gone on
15 the market, has your commission been 2 percent?

16 A It has.

17 Q Was that 2 percent -- let me take that back.

18 Is that 2 percent higher or lower? How does
19 that compare to your commission on other agreements?

20 A Each agreement is separate. It's negotiated
21 separately, so there's no specific. If I'm looking at
22 averages, it's on the lower end.

23 Q All right. You mentioned you're still
24 subject to a listing agreement today with Ms. Pettus;
25 correct?

1 A I am.

2 Q And that's a 2 percent commission on that as
3 well?

4 A Correct. It is the same original document.

5 Q I understand you work with Mr. Anthony
6 Haltom as well?

7 A Correct.

8 Q When did you first become acquainted with
9 Mr. Haltom?

10 A Sometime in 2020, the latter part of 2020.

11 Q Can you tell me how you became acquainted
12 with Mr. Haltom?

13 A I contacted him because the Pettus property
14 kind of forms a Y, and he owned 5 acres in the middle
15 of that Y. And so, it made logical sense for it to be
16 sold -- the properties to be sold together.

17 Q And was Mr. Haltom amenable to marketing his
18 property?

19 A He was.

20 Q And so, did you enter into a listing
21 agreement as well with Mr. Haltom?

22 A I did.

23 Q Okay. When was that?

24 A I don't know the exact date without seeing
25 the document. I don't -- I don't remember the exact

1 A I don't remember.

2 Q You don't remember?

3 A I couldn't tell you the exact dollars and
4 cents amount.

5 Q That's okay. I understand. I appreciate
6 it.

7 All right. I want to circle back to Ms.
8 Pettus's property now. When was Ms. Pettus's property
9 first placed on the market?

10 A Within a day or two after signing the
11 listing agreement.

12 Q And so, when would that have been?

13 A I have to look to tell you again. It's been
14 five years, so -- 6/16/2019.

15 Q Okay. Before Eastwood, did any potential
16 buyer show any interest in Ms. Pettus's property?

17 A Yes.

18 Q And who was -- let me take that back.

19 Who were the potential buyers that showed
20 interest in the property?

21 A I couldn't possibly list them or tell you
22 who they were at this point since 2019 and 2020.

23 Q I understand. Were any offers ever made on
24 the Pettus property prior to Eastwood?

25 A I believe there were other offers. Honestly

1 home, just last year.

2 Q What is this other home?

3 A This was a home in the Treetops Community.
4 It was a 55-plus -- it's a 55-plus community in Rock
5 Hill. Well, Lancaster, Van Wyck.

6 Q And what was that sold for?

7 A I don't remember. I want to say in the
8 \$500,000-range.

9 Q Did Ms. Pettus's family need the money from
10 the sale?

11 A Not that I'm aware of.

12 Q Do you have any reason to believe they would
13 need money from the sale?

14 A No.

15 Q I want to go to another conversation we had.
16 Have you ever spoken with anybody in the Lancaster
17 County Planning Department about Ms. Pettus's
18 property?

19 A I had two conversations with Ashley. And I
20 don't remember Ashley's last name. One was about the
21 sewer line and whether or not they would move forward
22 with preliminary plat review, without the sewer
23 substation across the creek being finished.

24 Q All right. Can you tell me about this sewer
25 line issue?

1 A For the Pettus property, and multiple
2 properties around, there had to be a sewer substation
3 finished, in order to pump sewer from that area over
4 to a substation that was down Barberville Road, right
5 outside of the Bretagne subdivision.

6 Q Okay. So what were your conversations with
7 Ashley about with regard to the sewer line?

8 A The one conversation I had with Ashley about
9 the sewer line was, as I just said, whether or not
10 they would review a preliminary plat approval -- what
11 the -- what their position was in moving forward with
12 the developments, based on the sewer line.

13 Q And when did you have this conversation?

14 A Probably sometime in 2021. I don't
15 really -- it's been so long ago, I don't really
16 remember.

17 Q You don't -- do you remember when in 2021
18 you had this conversation with her?

19 A No.

20 Q But you remember having the conversation?

21 A I remember having the conversation.

22 Q You mentioned another conversation you had
23 with somebody in Lancaster County Planning Department?

24 A I had a second conversation with Lancaster
25 County Planning Department this past fall. It was

1 with Ashley again. It was to ask a question. That
2 was once -- I think that was either right before or
3 right after the 28th of September, when the contract
4 was due to be closed, to ask -- I think it was right
5 after. To ask her -- no, it was before.

6 Sorry, I take that back. It was before the
7 termination date. It was when we were not knowing
8 whether Eastwood was going to close or not close. And
9 my conversation was if it didn't close, could someone
10 else modify the preliminary plat approval, since that
11 was owned by the seller, and continue to move forward.
12 And she said, "No."

13 Q She being Ashley?

14 A Ashley.

15 Q So Ashley told you that --

16 A Another developer would have to resubmit an
17 application.

18 Q So why were you having conversations with
19 Ashley prior to the closing date?

20 A Because at that time, we didn't know what
21 Eastwood was going to do.

22 Q And had -- did you ever speak with anybody
23 else in the Lancaster County Planning Department --

24 A No.

25 Q -- prior to the closing --

1 A Never.

2 Q Let me -- I just want to finish my question.

3 A Sorry.

4 Q Have you ever spoken with anybody in the
5 Lancaster County Planning Department prior to the
6 closing about Ms. Pettus's property?

7 A The two conversations I've had with anybody
8 at the Lancaster County Planning Department are the
9 two that I just described to you.

10 Q Okay. Going back to your first conversation
11 with Ashley, what did she tell you about the sewer
12 issue?

13 A That until the sewer substation was online,
14 they wouldn't move forward with doing anything.

15 Q You had that conversation in 2021?

16 A Yes.

17 Q Did you have any conversations -- who did
18 you speak with in the Lancaster County Water and Sewer
19 District about Ms. Pettus's property?

20 A James Hawthorne.

21 Q What did you speak with Mr. Hawthorne about?

22 A The sewer substation.

23 Q Can you tell me what you spoke with Mr.
24 Hawthorne about, specifically?

25 A It was a very brief conversation as I

1 remember. I asked the status of the sewer substation,
2 and it -- he gave me a status. And if I remember, it
3 was 2021, so it was long before the sewer substation
4 was being built. He gave me a status, but I don't
5 really remember exactly what he said, other than they
6 were in process with whoever was doing the Sugar Creek
7 development.

8 Q Were you aware that this sewer substation
9 wasn't -- let me --

10 When did you become aware that the sewer
11 substation was an issue?

12 A I don't remember.

13 Q When did you become aware that Ms. Pettus's
14 property would have to have an additional sewer line?

15 A I was always aware that there would have to
16 be a sewer line run to the property. There was no
17 sewer line on the property.

18 Q And you mentioned that you began marketing
19 this property in 2019?

20 A Yes.

21 Q So you were aware during contract
22 negotiations that there had to be an additional sewer
23 line run to the property?

24 A Yes.

25 Q Did you speak with anybody with Eastwood

1 Q I'm asking you about what the application
2 is.

3 A The application is an application that, as
4 far as I know, a developer fills out and turns into
5 the planning department to apply for a preliminary
6 plat approval.

7 Q And what was your role in submitting that
8 application?

9 MR. MELVILLE: Object to the form.

10 A I had no role, other than getting a
11 signature on the application.

12 Q Was it necessary to have that signature in
13 order to submit the application?

14 A I assume so, but do I know that to be fact?
15 No, I don't know the inner workings of the planning
16 department or planning commission and how applications
17 are done, because that's all done by developers, so I
18 don't get involved in that.

19 Q But you've worked with developers in
20 Lancaster County before; correct?

21 A This was actually the first time I have had
22 a contract with a developer. Since then, there have
23 been others, but --

24 Q You'd never worked with a developer
25 professionally, prior to --

1 a point of being able to resubmit, or officially
2 submit the application. I'm not even sure what the
3 wording was. That was in -- probably, February or
4 March of '23.

5 Q So you never followed up with Kathy Garner
6 about the preliminary plat application after September
7 of 2021?

8 A At some point -- and again, I can't tell you
9 when. At some point she told me -- that's the reason
10 I went and asked Water and Sewer, and Ashley at
11 Planning, that they couldn't officially -- they
12 wouldn't -- it wouldn't officially be accepted until
13 the sewer substation was up and running.

14 Q So Kathy Garner told you this concerning the
15 sewer as well?

16 A Uh-huh.

17 Q I just want to make sure I understand what
18 you just said.

19 A Yes, I believe that information came from
20 Kathy Garner.

21 Q Okay. Do you remember when that occurred?

22 A No.

23 Q When did you speak with Ashley about the
24 sewer system?

25 A We already discussed that. It was sometime

1 in 2021. I assume based on these documents, it was
2 probably '21.

3 Q Okay. What else -- I believe my original
4 question was who else did you speak with after the
5 preliminary plat was approved, about the preliminary
6 plat?

7 A Repeat the question. Who else did I speak
8 to about the preliminary plat, after the preliminary
9 plat was approved?

10 Q Correct, in September of 2020 -- no,
11 submitted. Excuse me.

12 Who did you speak to after the preliminary
13 plat was signed in September of 2021?

14 A After it was signed?

15 Q After it was signed.

16 A Until what period?

17 Q Until, let's say 2023.

18 A I would've had conversations with Scott
19 Pettus, Allison Pettus, Jane Pettus, Kathy Garner.
20 I'm assuming that it was after that, but I don't
21 remember when I had the conversation with James
22 Hawthorne and Ashley. Because my purpose of having
23 that conversation with them, I do remember, was to
24 follow up on information that I'd gotten from Kathy
25 Garner that the sewer substation had to be up and

1 running, and was verifying that before that they --
2 before they could move forward with the plat
3 application.

4 Q What were the contents of your conversation
5 with the Pettus family about the preliminary plat
6 application after it was submitted?

7 A Things that I specifically remember?

8 Q Let me rephrase.

9 You mentioned that you spoke with the Pettus
10 family about the preliminary plat application after it
11 was signed?

12 A I said I would have spoken with them during
13 that two- to three-year period.

14 Q And what would you have spoken with them
15 about?

16 A Likely, it would have been about any
17 updates, anything -- which always tended to be the
18 same, of no news.

19 Q Just give me a moment.

20 A Okay.

21 Q So you learned that the sewer issue was
22 going to prevent the preliminary plat from being
23 approved?

24 A Until the sewer substation was up and
25 running.

1 A No.

2 Q Were you told anything else about the
3 preliminary plat application after it was submitted,
4 other than what you learned about the sewer issue?

5 A Not specifically.

6 Q So who else -- was anybody speaking with Ms.
7 Pettus about the status of the preliminary plat?

8 A There was a long period of time where really
9 nothing -- as far as we knew, nothing was happening.
10 If there was anything being done by Eastwood during
11 that 2022 period, I don't remember being aware of it.

12 Q Did you ask any questions about what was
13 occurring during that time?

14 A Kathy Garner and I would have, during those
15 downtimes, touch-base-calls every month, two, or
16 three. I don't really remember there being much to
17 discuss or much information that I got from those.

18 Q So was there anything you did during that
19 time to proceed to assist with the development?

20 A I can't -- other than getting signatures, I
21 never did anything to assist with the development.

22 Q So once you learned of the sewer issue, you
23 understood that the preliminary plat application would
24 be delayed indefinitely, until the sewer issue was
25 resolved?

1 A Until the sewer substation came online.

2 Q Okay. What did you know about when that
3 would occur?

4 A Now, thinking back, there were -- some of
5 the updates from Kathy were about timing for the sewer
6 substation. And there were several dates given, and
7 they were always missed, and it kept going for a good
8 year.

9 It -- it depended on Sugar Creek
10 development, some company out of Arizona that was
11 doing the development over there, to build. And they
12 waited a long time, as I understand it, to start. And
13 then, they took a long time to finish it.

14 Q And how did you learn about the Sugar Creek
15 development?

16 A How did I learn that the Sugar Creek
17 development existed?

18 Q Yes.

19 A The general news, and it's a huge -- it was
20 a huge deal in Lancaster County, 'cause it was, I
21 think 200 to 300 townhomes, 500 homes in one --
22 single-family homes in one section, and another 150,
23 maybe, in another section.

24 Q Do you recall when -- or when did you learn
25 about the Sugar Creek development?

1 onto the Pettus property.

2 Q Okay. So you knew early on that the
3 substation was required --

4 A Yes.

5 Q For Lancaster County to approve the
6 preliminary plat?

7 MR. MELVILLE: Object to the form.

8 A I knew the sewer substation was being built
9 before I knew that the preliminary plat application
10 depended on that sewer substation coming online.

11 Q But you -- I don't think that's quite my
12 question.

13 My question is when did you learn that the
14 preliminary plat would only be approved once the sewer
15 substation was online?

16 A I don't remember exactly. It was after the
17 application was signed.

18 Q Did you speak with Ms. Pettus about that?

19 A I would've been the one to give her the
20 information to tell her about that.

21 Q And what did Ms. Pettus tell you about that?

22 A Ms. Pettus wouldn't have told me anything
23 about it.

24 Q Did she express her thoughts about the need
25 for the substation to be online prior to the

1 then, I would've let the Pettus family know.

2 Q Did you speak with anybody affiliated with
3 Lancaster County concerning the preliminary plat
4 resubmission?

5 A No.

6 Q So was the preliminary plat eventually
7 resubmitted then?

8 A The preliminary --

9 Q The preliminary plat application.

10 A -- application, I believe was resubmitted in
11 March, tabled in March, and came back up for
12 discussion in April.

13 Q Okay. Did Ms. Pettus provide her signature
14 for the application?

15 A I don't remember. The application, yes.
16 She signed the application, like, two years prior.

17 Q Okay. Now, remind me. Did you say, I
18 think, it came up for hearing in April?

19 A It came up in front of the Planning -- the
20 full Planning Commission in April.

21 Q Okay. Did you attend that hearing?

22 A I did.

23 Q And did you speak on behalf of Ms. Pettus or
24 anybody else?

25 A I did not.

1 BY MR. PATTON:

2 Q Okay. Now, am I correct in saying that the
3 parties eventually began discussing a second amendment
4 to the contract?

5 A Correct.

6 Q When did that occur? Or, excuse me. When
7 did you first learn about that?

8 A I'm the one who made the suggestion in early
9 July to say, we are coming up on the end of the
10 drop-dead period. And I assume they're -- Eastwood is
11 not going to be able to meet all the requirements by
12 September -- well, actually August 28th. That was
13 including -- September 28th included, I think, a
14 30-day period, vice versa.

15 Anyway, and had a conversation with Kathy
16 Garner, and said, "If we're going" -- you know, "If
17 Eastwood wants an extension, we need to go ahead and
18 get to work on it, so that we're not doing it with
19 four days left to accomplish it."

20 Q Had you spoken, prior to that, with Ms.
21 Pettus, regarding the status of the contract?

22 A Yes. That the period was coming to an end.
23 And before I had that conversation with Kathy Garner,
24 I had a conversation with the family to say, "Is it
25 okay for me to go and suggest that that process gets

1 started?"

2 Q And what was their response to that
3 suggestion?

4 A "Yes, please."

5 Q Okay. Were you involved in the negotiations
6 for the second contract amendments?

7 A Yes.

8 Q And what was your role in those
9 negotiations?

10 A Same as in the original contract, listening
11 to what the family wanted, talking to Heath Myers, the
12 attorney, making sure with them -- to ensure that he
13 understood what they wanted, and they understood what
14 was in the contract.

15 Q And what was it that the Pettus family
16 wanted with the contract?

17 A The time period was determined by Eastwood,
18 and the -- I don't remember what number -- if that was
19 the original number or not, but it was -- without
20 seeing it -- I'd have to see the number. It was 200
21 or \$250,000 for the 14 months, and that there was a
22 drop-dead date at the end of that 14 months.

23 Q And that's -- that was the Pettuses, what
24 the Pettuses wanted with regard to the second amended
25 contract?

1 A Ms. Pettus had ownership rights to any of
2 the plans, approvals, and entitlements that Eastwood
3 got during their development process, and was prepared
4 to turn them over at closing.

5 Q By August 28, 2023, had the Lancaster County
6 Planning Department issued final development plan
7 approvals?

8 A Not that I'm aware.

9 Q By September 28, 2023, had Lancaster County
10 Planning Department issued all final development plan
11 approvals?

12 A Not that I'm aware.

13 Q By August 28, 2023, had the Lancaster County
14 Planning Department issued all final construction plan
15 approvals?

16 A Not that I'm aware.

17 Q And by September 28, 2023, had the Lancaster
18 County Planning Department issued all final
19 construction plan approvals?

20 A Not that I'm aware.

21 Q Okay. Would you agree with me then, that by
22 September 28, 2023 -- let me take that back. Just a
23 moment.

24 All right. We're going to move on now.
25 Just give me a moment, please.

1 So what was your interpretation of the
2 contractual relationship between Ms. Pettus and
3 Eastwood after September 28, 2023?

4 A That it did not exist anymore.

5 Q Am I correct that you began to market the
6 property at that time? Excuse me. Am I correct that
7 you began to market Ms. Pettus's property at that
8 time?

9 A I don't have the date in front of me. It
10 was at whatever the final date was, plus 30 days for a
11 period to cure.

12 Q Why did you believe that there was no longer
13 a contract between Ms. Pettus and Eastwood?

14 A Heath Myers told me there wasn't.

15 MR. MELVILLE: Object to the form.

16 THE WITNESS: Sorry.

17 BY MR. PATTON:

18 Q When did Heath Myers tell you that?

19 A I can't give you the exact date.

20 Q To the best of your knowledge, when did
21 Heath Myers give you that information?

22 A Sometime in September.

23 Q And who was available for that conversation?
24 Or who -- excuse me. Who was present for that
25 conversation?

1 the meeting with Heath Myers and the Pettus family?

2 A Listening to Heath's interpretation of the
3 situation.

4 Q And what was the Pettus family's response
5 when learning that there was -- let me take that back.

6 How did the Pettus family respond to the
7 information that Heath shared?

8 A I'm going to assume since that was on a call
9 with the attorney --

10 MR. HERSHON: Is that -- the question's
11 still dealing with that?

12 THE WITNESS: Yes -- yes.

13 MR. HERSHON: As long as it's
14 dealing -- requesting something about the call where
15 you were jointly on the phone with the -- their
16 attorney and the Pettuses, I'm instructing you not to
17 answer that question.

18 THE WITNESS: Okay.

19 BY MR. PATTON:

20 Q Was it after Mr. Myers shared this
21 information with you that you began to market the
22 property, Ms. Pettus's property, that is?

23 A Well after.

24 Q Did you ever speak with anybody prior to
25 your conversation with Mr. Myers about the potential

1 (Confidential portion of transcript
2 begins.)

3 BY MR. PATTON:

4 Q Mr. Bilbro, have you had a chance to review?

5 A I have.

6 Q Okay. Mr. Bilbro, I'd like to direct
7 your -- excuse me. Can you tell me what Exhibit 12
8 is?

9 A E-mails between someone at [REDACTED] and
10 myself.

11 Q Okay. I'd like to direct you to Bates No.
12 210 [sic].

13 MR. HERSHON: 1210?

14 MR. PATTON: Excuse me; 1210. Thank
15 you, Lawrence.

16 MR. HERSHON: Sure.

17 BY MR. PATTON:

18 Q Am I correct that there's an e-mail at the
19 bottom of that page sent on August 10th, from you to
20 [REDACTED], of [REDACTED]?

21 A August 10th, yes.

22 Q Can you read the second paragraph of that
23 e-mail, please?

24 A Yeah. "There is a chance that I will have
25 another piece of land nearby that already has

1 preliminary plat approval in the next two weeks for
2 around 100 homes. The developer involved us asking
3 for a six-month extension and does not seem to want to
4 pay for that. And the sellers are pretty adamant
5 about being compensated fairly for a third extension."

6 Q So you did speak with somebody prior to
7 September 28, 2023, about the Pettus property
8 potentially coming back on the market?

9 A I did. I don't remember, but I did, without
10 getting the exact notation of what property it was.

11 Q Had you spoken to [REDACTED] prior to this
12 set of e-mails, about the Pettus property?

13 A No, I don't think so. This -- the rest of
14 these were about another property. Patterson Preserve
15 was the adjoining property.

16 Q Outside of this chain of e-mails, do you
17 recall speaking with [REDACTED] about the Pettus
18 property?

19 A I do not.

20 MR. PATTON: Just give me a moment;
21 excuse me.

22 This'll be, I believe Exhibit 13; is
23 that right?

24 THE REPORTER: Yes.

25 //

1 (Confidential portion of transcript
2 begins.)

3 THE WITNESS: Yes.

4 BY MR. PATTON:

5 Q Okay. Have any of these -- well, let me
6 take that back.

7 Have you received any letters of intent for
8 the property?

9 A Many.

10 Q And what has the price range been for these
11 letters on intent?

12 A Anywhere from [REDACTED] to [REDACTED].

13 Q Okay. And you say "many." I mean, can you
14 provide something more specific?

15 A Ten, eleven, probably. Could be eight or
16 nine. I haven't looked in a while, so -- they keep
17 coming in every few weeks.

18 Q Okay. Have you prepared any contracts?

19 A Absolutely not.

20 Q Have you spoken with any -- let me take that
21 back.

22 Have you spoken with any potential
23 purchasers about drafting any contracts?

24 A Absolutely not.

25 Q Have you spoken with Mr. Pettus or the

1 Pettus family about contracts with any of these
2 potential purchasers?

3 A No, we agreed early-on that people could --
4 buyers could send letters of intent. And until this
5 litigation was finished, that's as far as it would go.
6 They could send letters of intent that would just sit
7 during that time.

8 Q Did you speak with -- with regard to the
9 people who have reached out concerning Ms. Pettus's
10 property, have you spoken with any of them about this
11 lawsuit?

12 A They have all asked me what happened, and I
13 have explained that there was litigation involved.
14 And that's why we would be okay to -- they could send
15 a letter of intent, but nothing further could happen
16 until the litigation was done.

17 Q Was that the extent of your communications
18 with people -- let me take that back.

19 Was that the extent of your communications
20 with potential purchasers about the status of this
21 litigation?

22 A I think so. Many of them have called me
23 several times, 'cause this has gone on for months, and
24 just said, "Is there any update?"

25 "No, we're still waiting for next steps."

1 Q Have you provided any of those potential
2 purchasers with an update concerning this litigation?

3 A Just that we were still in litigation. We
4 hope within, you know, a few months, it would be done.

5 MR. PATTON: Give me a moment, please.

6 14; is that right? Yeah.

7 (Exhibit 14 was marked for
8 identification.)

9 MR. HERSHON: You're off that set of
10 questions, Kemper, or are you still -- just in terms
11 of whether to let the court reporter know to remove
12 the designation.

13 MR. PATTON: I mean, there's a good
14 chance I'm going to be bouncing back and forth, so --

15 MR. HERSHON: Okay.

16 MR. PATTON: -- we can go off for now.

17 MR. HERSHON: You want to go off, and
18 then we can put it back?

19 MR. PATTON: Yeah, that's fine.

20 (Confidential portion of transcript
21 ends.)

22 //

23 //

24 //

25 //

1 your name appeared on the lis pendens, or not?

2 A I honestly don't. I honestly really don't.
3 I was so concerned about the Pettuses.

4 Q Okay. And the last one. When y'all were
5 talking earlier about when you started to market the
6 property after, is the only reason -- you had
7 referenced that because Heath Myers had said
8 something; that's what brought up the issue there. Is
9 your understanding that the contract -- what was the
10 date that you understand the contract -- the end of
11 the road of the contract was? What was that date?

12 A I think it was September -- I think
13 September 28th was the date. And then, there was a
14 30-day cure period.

15 Q Did you develop your understanding that the
16 contract was terminated or expired, based solely on
17 Heath Myers saying something to you?

18 A Well, the contract said -- the contract
19 specifically said, as I -- the -- the exact wording.
20 But it said that the closing date would occur within
21 30 days after approval of -- after getting all
22 approvals and conditions met, or September 28, 2023,
23 that -- whichever one was earlier.

24 Q So is it accurate to say that you had an
25 understanding of the termination date of the contract

1 without any input from any third party?

2 A Sure, absolutely.

3 MR. MELVILLE: No further questions.

4 MR. PATTON: I have a few follow-up
5 questions. I promise, gentlemen, just a few.

6 Before I get to follow-up questions, I
7 do want to say on the record to the extent that it has
8 not been said that, to the extent that I've spoken
9 about the closing date, the drop-dead date, something
10 like that, as either August 28th or September 28th of
11 2023, we just preserve our position that that was not
12 the case. So --

13 Okay. A few additional questions, Mr.
14 Bilbro.

15 EXAMINATION

16 BY MR. PATTON:

17 Q Was there a meeting for the closing for Ms.
18 Pettus's property?

19 A A closing meeting?

20 Q Correct.

21 A Not necessary. The closing documents, I
22 think, were sent to her in Kentucky. She's in
23 Kentucky, and she executed them in Kentucky, and sent
24 them back, which is how she would have -- anyway.

25 Q So did anybody -- did you attend any closing



EXCLUSIVE RIGHT TO SELL AGREEMENT LISTING AGREEMENT

**PLAINTIFF'S
EXHIBIT**

Bilbro 1
6-6-24

In consideration of the covenants herein contained,
Sole Property Owner(s) (hereinafter called "**OWNER**") and
Real Estate Company (hereinafter called "**BROKER**"), agree as follows:

Jane M Pettus

eXp Realty

For the period of time beginning on June 15, 2019, and ending at midnight on June 30, 2020.

Owner hereby grants to Broker the sole and exclusive right to sell the real property known as:

10822 Pettus Farm Rd

Block _____ Section _____ Subdivision _____

Address 10822 Pettus Farm Rd

Tax Map # 0003 0005206 City Indian Land Zip 29707-9177

County of Lancaster, State of South Carolina.

The real estate described herein includes all improvements, fixtures, appurtenances, and the additional property, if any, described here.

1. CONSENT TO DISCLOSED DUAL AGENCY/DESIGNATED AGENCY: (INITIAL APPLICABLE CHOICES)

Seller acknowledges receiving an explanation of the types of agency relationships that are offered by the brokerage and a South Carolina Disclosure of Real Estate Brokerage Relationships form at the first practical opportunity at which substantive contact occurred between the agent and the seller.

Owner acknowledges that after entering into this written agency contract, Broker might request a modification in order to act as a **dual agent** or a **designated agent** in a specific transaction.

If asked:

Permission to act as a dual agent will not be considered.

Permission to act as a dual agent may be considered at the time I am provided with information about the other party to a transaction. If Owner agrees, Owner will execute a separate written **Dual Agency Agreement**.

Permission to act as a designated agent will not be considered.

Permission to act as a designated agent may be considered at the time I am provided with information about the other party to a transaction. If Owner agrees, Owner will execute a separate written **Designated Agency Agreement**.

2. COMPENSATION TO OTHER BROKERAGES:

Owner acknowledges Broker has advised Owner of Broker's general company policy regarding cooperating with and compensating other Brokerages. Owner authorizes listing Broker to compensate other Brokerages as legally required in the following amounts of U.S. dollars and or percentage of gross sales price:

Buyer Agency 3.000 % and or \$ _____; Transaction Brokerage (Non Agency) 3.000 % and or \$ _____;

Sub Agency _____ % and or \$ _____; Other _____.

3. TERMS: As follows:

Six Million Dollars

Broker agrees to employ Broker's best efforts to sell or to secure a contract for the sale of the property for a price of \$6,000,000 Dollars.

(\$ 6,000,000) and in return Owner agrees to pay Broker a fee of \$ _____ or a commission of 5.000 % of gross sales price if Broker, Owner, another broker, or any other person or company produces a

Buyer who is ready, willing, and able to purchase the property on the terms described above or on any terms acceptable to Owner. Owner understands that Broker shall pay cooperating brokers a fee of \$ _____ or a commission of 3.000 % of gross sales price. Owner and Broker agree that there shall be no variation or exception in the

amount of the fee or commission to be paid, unless specified under Paragraph 27. The brokerage fee shall be earned, due and payable when an agreement to purchase, option, exchange, lease or trade is signed by Owner. However, if Owner shall fail or refuse to sell the described property for the price and terms set forth herein, or if Owner shall fail or refuse to complete the sale of such property under any written Agreement to Buy and Sell Real Estate to which Owner has agreed, Broker's full fee shall be due and payable by Owner.

JP] OWNER, [_____] OWNER, AND JP] BROKER HAVE READ THIS PAGE.

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Owner agrees to pay all costs, including reasonable attorney's fees, which may be incurred by Broker in the collection of a fee due by Owner under this Agreement.

Broker agrees to defer the commission until the closing date or extension thereof stated in the agreement or until default by Owner. Deferral is agreed to solely as an accommodation to Owner and such deferral shall in no way be construed as a waiver of the brokerage fee. Closing Attorney is hereby irrevocably directed to deduct and pay said Broker's fee from the proceeds of the sale.

If the property is sold within 180 days of the expiration or termination of this Agreement (which shall be the "protection period") to a Buyer to whom the property was shown by Owner, Broker, another broker, or any other person or firm during the term of this Agreement, Broker's full fee shall be payable by Owner. The protection period shall be terminated if Owner enters into a listing agreement with another broker during the protection period.

B. For purposes of this Agreement, a sale shall be defined as any transfer of a legal, equitable or beneficial interest in the subject property, whether for money or in exchange of other property, and shall include, but not be limited to, any transfer of the ownership interest in any corporation, limited partnership, partnership, or other entity.

4. **EARNEST MONEY:** Owner authorizes and designates Escrow Agent, as designated by the sales agreement, to accept and hold on behalf of Owner any earnest money or escrow deposit made in accordance with the terms of any agreement to buy and sell real estate for the property. In the event of default or forfeiture by a prospective buyer, Owner will reimburse Escrow Agent any costs incurred by Escrow Agent including attorney's fees as a result of the release of payment to Owner of any of the earnest money deposited, and such reimbursement may be made by Broker from the earnest money deposit. All earnest money will be deposited in Escrow Agent's escrow account.

OWNER UNDERSTANDS THAT, UNDER ALL CIRCUMSTANCES, INCLUDING DEFAULT, BROKER WILL NOT DISBURSE EARNEST MONEY TO EITHER PARTY UNTIL BOTH PARTIES HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED A DISBURSEMENT.

5. **SIGNS:** Owner grants to Broker the exclusive right to display "For Sale," "Under Contract," "Sale Pending," (or other similar) signs on the property and to remove other such signs.

6. **BROKER'S DUTY:** Broker agrees to employ the best efforts of Broker and Broker's agents and staff to secure a contract of sale for the described property upon such terms as may be agreeable to Owner. Broker's efforts shall include directing the efforts of Broker's organization to bring about the sale, advertising the described property as Broker deems advisable in those advertising media of merit customarily used in the area, furnishing such additional information as is necessary to cooperating real estate brokers and assisting such brokers in effecting a sale of property, and keeping Owner informed as to the progress of Broker's efforts in finding a Buyer for the described property. Owner understands the Broker makes no representation or guarantee as to the sale of the property. Upon the termination or completion of this Agreement, Broker shall keep confidential all information received during the course of this Agreement which was made confidential by written request or instructions from the client, except as provided for under South Carolina law.

7. **BROKER LIABILITY LIMITATION:** Owner agrees Broker provided Owner with benefits, services, assistance, and value in bringing about this Contract. In consideration and recognition of the risks, rewards, compensation and benefits arising from this transaction to Broker, Owner agrees that he shall pay Broker's attorney fees and that Broker, shall not be liable to Owner, in an amount exceeding that Broker's Compensation by reason of any act or omission, including negligence, misrepresentation, errors and omission, or breach of undertaking, except for intentional or willful acts. This limitation shall apply regardless of the cause of action or legal theory asserted against Broker, unless the claim is for an intentional or willful act. This limitation of liability shall apply to all claims, losses, costs, damages or claimed expenses of any nature from any cause(s), except intentional or willful acts, so that the total liability of Broker shall not exceed the amount set forth herein. Owner will indemnify and hold harmless and pay attorneys fees for Broker from breach of contract, any negligent or intentional acts or omissions by any Parties, Inspectors, Professionals, Service Providers, Contractors, etc. including any introduced or recommended by Broker. Owner agrees that there is valid and sufficient consideration for this limitation of liability and that Broker is the intended third-party beneficiary of this provision.

8. **OWNER'S DUTY:** Owner agrees as follows:

- A. To furnish Broker with complete and reliable information concerning ownership and the operation of the property, and any encumbrances or liens affecting the property; and
- B. To inform Broker of any inquiries (including inquiries from other brokers) or negotiations concerning the sale of the property; and
- C. To permit inspection and showing of the property by Broker, Broker's Agents, Subagents, Buyer's Agent, and by such agents, subagents and prospective buyers as deemed reasonably necessary by Broker, and to cooperate in the scheduling and carrying out of such showings and inspections as is necessary; and
- D. To permit the offering for sale of the property to prospective buyers without regard to age, sex, race, creed, color, religion, national origin, handicap or familial status; and
- E. To permit Broker to incur, or pay on behalf of Owner reasonable expenses for repairs, inspection, utilities, maintenance, or similar expenses not to exceed \$ _____ for each separate expense, and to reimburse Broker, as necessary, upon receipt of the statement of expenses; and

] OWNER, [] OWNER, AND [] BROKER HAVE READ THIS PAGE.

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- F. To allow closing attorney to pay Broker's compensation in an amount equal to the compensation provided above from Owner's proceeds at time of closing; and
- G. To grant to Broker the authority and approval to list and publish all sales data pertaining to the sale and closing of the hereinabove described property. Owner understands and acknowledges that sales data are published for the use and information of the members of all the Boards/Associations of REALTORS® and the Multiple Listing Services (MLS) of which Broker is a member; for their use of same in marketing and selling of all properties listed in said publication; and
- H. To permit Broker to take photographs of the Owner's property described herein for advertising and marketing purposes in any advertising medium of the Broker's choice. Owner understands and acknowledges that all marketing materials, including but not limited to photographs, brochures, and websites, developed for the sale of the subject property shall remain the property of the Broker; and
- I. To convey marketable title to the buyer in fee simple free from all liens except those stipulated herein, subject to existing zoning and government restrictions, applicable owner's association assessments and restrictive conditions and covenants of record which do not materially affect the present use of the property; and
- J. To authorize Owner's attorneys and the settlement agent to furnish to Broker copies of the final HUD-1 settlement statement for the transaction prior to the closing date; and
- K. Not to deal directly with prospective buyers of this property during the period of this agency and shall refer any inquiries received directly and immediately to the Broker; and
- L. To authorize the Broker, in response to inquiries from buyers or cooperating brokers, to divulge the existence of offers on the property; and
- M. To furnish Broker with written instructions regarding the confidentiality of information upon termination or completion of this Agreement which was received during the course of this Agreement in accordance with South Carolina law.

9. PROPERTY INFORMATION/SELLER'S PROPERTY DISCLOSURE STATEMENT: Owner warrants that, to Owner's knowledge, there are no material defects, hidden or obvious, in or on the property, which have not been disclosed to Broker in writing. Owner further warrants that Owner has reviewed and completed a Seller's Property Disclosure Statement, as required by South Carolina Code of Laws, as amended, Section 27-50-10, et. seq., attached to and made a part of this Agreement, and that all such information is accurate to the best of Owner's knowledge. If the Owner discovers, after his delivery of a disclosure statement to a Buyer, a material inaccuracy in the disclosure statement or the disclosure is rendered inaccurate in a material way by the occurrence of some event or circumstance, the owner shall correct promptly the inaccuracy by delivering a corrected disclosure statement to the Buyer or make reasonable repairs necessitated by the occurrence before closing. An owner who knowingly violates or fails to perform any duty prescribed by any provision of this article or who discloses any material information on the disclosure statement that he knows to be false, incomplete, or misleading is liable for actual damages proximately caused to the Buyer and court costs. Owner agrees to defend, indemnify, and hold harmless the Broker, Broker's agents, or subagents, including indemnification for attorney's fees and court costs, from any and all claims arising out of any information or omission of information presented to Broker by Owner. Owner agrees to disclose to the Broker any known latent defects of the herein described property which are not readily ascertainable upon view including land, improvements, and personal property to be conveyed, and to hold said Broker harmless for any liabilities or damages arising from such defects. Owner will not hold Broker liable for the Owner's refusal or failure to provide a prospective purchaser with a disclosure statement. Owner agrees to allow Broker to provide copies of the disclosure statement to prospective buyers. The Owner understands and agrees that Broker has fully met the requirements of Section 27-50-70 of the South Carolina Code of Laws, as amended.

10. DISCLOSURE: Owner authorizes Broker to disclose information about the property to Broker's agents, subagents, prospective buyers, and all inquiring parties. Such disclosure shall be in accordance with Broker's company policy. Owner hereby authorizes anyone having a lien against the property including the mortgage holder, to disclose complete information about the lien to Broker and Closing Attorney or Agent.

11. TAXES: Owner covenants and agrees to comply with the provisions of the South Carolina Code Section 12-8-580 (as amended) regarding withholding requirements of owners who are not residents of South Carolina as defined in the said statute. The payment of rollback taxes, if applicable, and past personal property taxes, if applicable, shall be negotiated between the Owner and any prospective buyer.

12. COASTAL TIDELANDS & WETLANDS ACT: In the event the property is affected by the provisions of the South Carolina Coastal Tidelands & Wetlands Act (Section 48-39-10, et. seq., South Carolina Code of Laws), an addendum will be attached to the sales agreement incorporating the required disclosures. The payment of any necessary surveys shall be negotiated between the Owner and any prospective buyer.

13. MULTIPLE LISTING SERVICE: The property ☒ shall be ☐ shall not be entered into the Multiple Listing Services of which Broker is a member, which shall constitute an offer of cooperating brokerage to all members of the listing service. Owner agrees that Broker may compensate an agent representing the buyer from the fee described above.

14. LOCKBOX: Owner ☐ agrees ☒ does not agree for a MLS lock box to be installed on the property to facilitate showing and inspection of the property. Owner acknowledges and agrees that neither Broker, nor Broker's agents, subagents, or anyone showing the property through the MLS, shall be responsible for any damage to, or loss of personal property, or to the realty, except such damage or loss as may be caused by the negligence of such party.

] OWNER, [] OWNER, AND [] BROKER HAVE READ THIS PAGE.

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Owner further acknowledges that Broker nor MLS is an insurer against the loss of personal property and agrees to release Broker and MLS from any responsibility therefore.

- 15. INTERNET MARKETING:** Owner ☒ agrees ☐ does not agree that the listing may be placed in electronic marketing mediums including, but not limited to, the internet, MLS Internet Data Exchange (IDX) program or other similar on-line computer services and to share listing data, including the property address, with other members of MLS for marketing and advertising purposes only. Owner further agrees to permit other real estate firms who belong to any listing service of which Broker is a member to advertise the listing on the internet in accordance with the listing service rules and regulations.
- 16. OTHER OFFERS:** Owner understands that the Broker's responsibility to present offers to purchase to the Owner for Owner's consideration terminates at the closing of the subject property or expiration of this Agreement, whichever occurs first.
- 17. MARKETING THE PROPERTY:** The Broker shall not continue marketing the property after an offer has been accepted, unless requested in writing by the Owner to do so.
- 18. NO CONTROL OF COMMISSION RATES OR FEES:** The Broker's compensation for services rendered in respect to any listing is solely a matter of negotiation between the Broker and the Owner and is not fixed, controlled, suggested, recommended, or maintained by the board/association, the MLS, or by any persons not a party to the listing agreement. The subagency compensation paid by the Listing Broker to a Cooperating Broker or Buyer's Broker in respect to any listing is established by the Listing Broker in Broker's offer of subagency, and is not fixed, controlled, suggested, recommended or maintained by the board/association, the MLS or by any persons other than the Listing Broker.
- 19. MAINTENANCE:** Owner agrees to maintain the property, including lawn, shrubbery, and grounds until the day of closing or possession, whichever occurs first. Owner also warrants that all heating, air conditioning, electrical, and plumbing systems as well as built-in or appurtenant equipment or appliances shall be in operative condition on the day of closing or possession, whichever occurs first. Unless otherwise agreed herein, Owner shall deliver the premises to the Buyer with no broken panes; no torn or missing door screens or window screens; and with no missing or broken hardware, lighting, or plumbing fixtures.
- 20. AGREEMENT TO SELL:** When a Buyer is found for said property, the Owner shall enter into a written sales agreement which will contain the terms and conditions of sale, the customary provisions as to the examination of the title, the curing of any defects in title, the prorations of taxes, rents, and applicable property expenses.
- 21. LEAD-BASED PAINT:** For dwellings built before 1978, and as required by applicable law, a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (the "Disclosure" must be signed by Owner and attached to this Agreement. Owner represents that either (1) the improvements on the property were all constructed after December 31, 1977, or (2) the Disclosure has been fully completed and is attached to this Agreement. Owner agrees to provide Broker with any such additional information or reports as may come to Owner's possession during the term of this Agreement. Owner acknowledges that Broker has informed Owner of the Owner's obligations to provide a buyer of the property with the pamphlet "Protect Your Family from Lead in Your Home," to provide information to a buyer of the property with copies of available records and reports with respect to the property and lead-based paint and lead-based paint hazards, all pursuant to 42USC4582(d), as amended.
- 22. MEDIATION CLAUSE:** Any dispute or claim arising out of or relating to this Agreement, the breach of this Agreement or the services provided in relation to this Agreement, shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS®. Disputes shall include representations made by Owner or Broker in connection with the services to which this Agreement pertains, including without limitation, allegations of concealment, misrepresentation, negligence and/or fraud. Any agreement signed by the parties pursuant to the mediation conference shall be binding. This mediation clause shall survive for a period of 120 days after the date of the closing.
- 23. FAIR HOUSING:** Owner and Broker agree that this property is offered without regard to race, color, religion, sex, handicap, familial status, or national origin and is listed in full compliance with local, state, and federal fair housing laws.
- 24. FACSIMILE:** The parties agree that this Agreement may be communicated by use of a fax, or other secure electronic means, including but not limited to the internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.
- 25. ENFORCEMENT:** The parties agree that Broker may take action to enforce this Agreement or collect any associated costs, fees, and damages. Owner agrees to reimburse or indemnify or pay all Broker costs in enforcing this Agreement or collecting costs, fees, and damages including any incidental expenses or attorneys fees.

] OWNER, [] OWNER, AND [] BROKER HAVE READ THIS PAGE.

Form 220
PAGE 4 OF 5

26. SEX OFFENDER/CRIMINAL INFORMATION: Seller agrees that Broker is not responsible for obtaining or disclosing information in the SC Sex Offender Registry and no course of action may be brought against the Broker for failure to obtain or disclose sex offender or criminal information. Seller agrees that they have sole responsibility to obtain their own sex offender, death, psychological stigma, clandestine laboratory, and crime information from sources (e.g. law enforcement, P.I., web). The Seller may obtain information about the Sex Offender Registry and persons registered with the Registry by contacting the local county Sheriff or other appropriate law enforcement officials.

27. OTHER TERMS AND CONDITIONS: _____

THE UNDERSIGNED HEREBY WARRANT THAT THEY OWN THE PROPERTY AND/OR HAVE THE AUTHORITY TO EXECUTE THIS AGREEMENT. THIS IS A LEGALLY BINDING AGREEMENT. OWNER SHALL SEEK FURTHER ASSISTANCE IF THE CONTENTS ARE NOT UNDERSTOOD. OWNER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT AND COPY OF THE SC DISCLOSURE OF REAL ESTATE BROKERAGE RELATIONSHIPS FORM. OWNER AGREES TO RECEIVE COMMUNICATIONS FROM BROKER AT THE EMAIL ADDRESS, PHONE AND FAX NUMBER LISTED BELOW.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties.

Owner: Jane M. Pettus Date 6/16/19 Time 12:30 P.m
Jane M Pettus

Email: _____ Phone: 803-942-4121 Fax: _____

Witness: _____ Date _____ Time _____

Owner: _____ Date _____ Time _____

Email: _____ Phone: _____ Fax: _____

Witness: _____ Date _____ Time _____

Owner's Mailing Address: _____

Real Estate Firm: eXp Realty Phone: (704)402-4503

By: Rob Bilbro Date 6/16/19 Time 12:35 p
Rob Bilbro

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Form 220
PAGE 5 OF 5



built with care.

Wednesday, October 14, 2020

Jane M. Pettus, Trustee
1606 Tranquility Blvd
Lancaster, SC 29720

Eastwood Homes
2857 Westport Road
Charlotte, NC 28208
Phone: (704) 421-6541, Fax: (704) 399-4673



RE: Approximately +/- 57 acres comprising Parcel IDs: 0003-00-052.00 and 0003-00-052.06 in Lancaster County, South Carolina.

Dear Ms. Pettus,

This Letter of Intent ("LOI") sets forth the general terms and conditions upon which MTS CLT, LLC ("Purchaser") may purchase approximately +/-57 acres from Jane M. Pettus, Trustee. ("Seller"). This LOI is subject to the drafting and execution of a mutually acceptable contract of purchase and sale ("Contract"), which shall be prepared by Purchaser, embodying, among others, the following terms:

1. Purchase Price:

The Purchase Price shall be **\$3,350,000.00** for approximately +/-57 acres, to build +/-113 fully approved, single-family lots.

The Purchase Price shall be paid so long as the preconditions of Purchaser being able to obtain all government authorizations and permits to construct detached residential dwellings are satisfied. This necessarily includes active cooperation of Seller with Purchaser to make whatever applications are necessary to obtain entitlement to include obtaining all approvals for municipal water and sewer services, zoning, and Construction Drawings ("CD's") for single-family product.

2. Purchaser and Seller Expectations:

- a. **Inspection Period:** Purchaser will deliver a **\$25,000.00** Initial Deposit within five (5) business days after the Effective Date to be deposited into an escrow account. Within five (5) business days after the Purchaser has received the results of a Geotech study of the property and the project has not been terminated, Purchaser agrees to release **\$5,000.00** to Seller as a sign of good faith to move forward with this project. Purchaser will have one hundred twenty (120) days after the Effective Date to conduct other studies and due diligence. The Initial Deposit will be returned to Purchaser if the Contract is terminated during the Inspection Period, minus the **\$5,000.00**, if the project has not been terminated within the five-day Geotech period. Purchaser agrees to update Seller or Seller's agent on a monthly basis of the Inspection Period. Should Purchaser terminate the contract during the Inspection Period, Seller will be given all due diligence materials generated by Purchaser during this time.
- b. **Entitlement Period:** Following the Inspection Period, Purchaser will use its best efforts (with active agreed cooperation from Seller) to obtain approved entitlements for an appropriate detached single-family product (typical entitlement needs include: rezoning (if needed), site plan approvals, various municipal approvals, water, sewer, easements, & right-of-way's, etc.). An additional **(\$75,000.00)** Deposit (total deposits of **\$100,000.00**) will be tendered into the escrow account (as an additional show of interest and good faith in moving towards closing). Within forty-five (45) days of the expiration of the Inspection Period, Purchaser will release an additional **ten thousand dollars (\$10,000.00)** of the Deposit to Seller. Also, within five (5) business days of Purchaser being notified by governing agency of site plan approval, an additional **\$25,000.00** of the Deposit shall be released to the Seller (total deposits released to Seller: **\$40,000.00**). Should the rezoning request (if applied for) or site plan approval be denied, all Deposit money will be returned to the Purchaser minus the **\$15,000.00** that was released to the Seller. Otherwise, all remaining deposit money shall be non-refundable but credited against purchase price at closing.



built with care.

Eastwood Homes

2857 Westport Road

Charlotte, NC 28208

Phone: (704) 421-6541, Fax: (704) 399-4673

- c. **Permitting Period:** Following the Entitlement Period, Purchaser will use its best efforts (with active agreed cooperation from Seller) to obtain approved Construction Drawings and all permits to begin construction from applicable government authority in a timely manner. Within five (5) business days of notification of site plan approval by governing authority, an additional **twenty-five thousand dollars (\$25,000.00)** Deposit (total deposits of **\$125,000.00**) will be tendered by Purchaser to the escrow account (as an additional show of interest and good faith in moving towards closing). Should Purchaser unable to get the Construction Drawings approved, the additional Deposit money (**\$25,000.00**), shall be returned to the Purchaser. When Purchaser is notified by governing agency that Construction Drawings have been approved, the additional **\$25,000.00** will be non-refundable to the Purchaser but credited against the purchase price at closing.
- d. **Closing:** The Closing shall take place thirty (30) days following the issuance of a final grading permit by the appropriate governing authority but not to exceed five hundred and forty (540) days following the expiration of the Inspection Period. If Purchaser has used its best efforts to work towards obtaining a grading permit to begin construction of the project and is still unable to obtain said permits, Seller shall grant Purchaser up to two (2), thirty (30) day extensions by notifying Seller or Seller's agent of its intent and depositing an additional ten thousand dollars (**\$10,000.00**) in the escrow account for each extension. These deposits are non-refundable to Purchaser but will be applied to the purchase price at closing. All deposits and payments to Seller are applicable to purchase price at closing.
- e. **Brokerage:** Purchaser and Seller acknowledge that Kathryn L. Garner is representing the Purchaser in this transaction and shall be paid by Seller per a separate agreement. Purchaser shall have no other liability for any additional commissions and/or brokerage fees in connection with this transaction.
- f. Seller must be able to convey a General Warranty Deed and clear, good and marketable title of all tracts described above to Purchaser to Purchaser's title insurer's satisfaction.

Contract execution.

10/15/2020

Special 10/15/2020

If the terms of this LOI are acceptable to Seller, Seller should execute a copy of this LOI where indicated below and return it to Purchaser no later than 5:00 p.m. on Friday, October 23, 2020. Purchaser will begin preparation of the Contract upon receipt of the fully executed LOI. The terms stated in this LOI shall remain open until the Contract is fully executed. While this LOI is in effect, Seller agrees not to execute any other letter of intent or accept an offer to purchase the Property. Seller and Purchaser shall use their best efforts and endeavor in good faith to enter into a Contract as soon as possible, and both agree they shall not unreasonably withhold their approval thereof. All terms stated in this LOI are subject to the drafting, negotiation, and execution of the Contract.

Sincerely,

Michael J. Conley
Division President, Eastwood Homes

Date: 10-14-20

Seller: Jane M Pettus Trust

Signed: attorney-in-fact for
Jane M Pettus

Title: Trustee

Date: 10/15/2020



built with care.

Eastwood Homes
2857 Westport Road
Charlotte, NC 28208
Phone: (704) 421-6541, Fax: (704) 399-4673

EXHIBIT A





From: [Rob Bilbro](#)
To: [REDACTED]
Subject: Re: Paterson Preserve
Date: Wednesday, November 1, 2023 11:29:08 AM
Attachments: [image001.png](#)
[image003.png](#)
[image004.png](#)
[image006.png](#)

I think it was the April 18th meeting this year.

Rob Bilbro

704-402-4503

RobBilbro@gmail.com

"Top 1% of Agents in Charlotte Metro Area"

5 Time ICON Award Agent

IMPORTANT NOTICE: Never trust wiring instructions sent via email. Always independently confirm wiring instructions in person or via a telephone call to a trusted and verified phone number. Never wire money without double checking that the wiring instructions are correct.

From: [REDACTED]
Date: Wednesday, November 1, 2023 at 11:14 AM
To: Rob Bilbro <robbilbro@gmail.com>
Subject: RE: Paterson Preserve

Thanks. What month did you say I can pull the agenda from?

From: Rob Bilbro <robbilbro@gmail.com>
Sent: Wednesday, November 1, 2023 11:13 AM
To: [REDACTED]
Subject: Re: Paterson Preserve

The Parcel ID for the other 5 acres is 0003-00-051.00. The address is 10925 Pettus Farm Road. Eastwood paid \$535,000 for the property about 4 weeks ago.

ATTORNEYS' EYES ONLY

BILBRO_001207

ROA000956

Let me know if you need anything else.

Rob Bilbro

704-402-4503

RobBilbro@gmail.com

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From: Rob Bilbro <robbilbro@gmail.com>

Date: Wednesday, November 1, 2023 at 10:13 AM

To: [REDACTED]

Subject: Re: Paterson Preserve

I have an exclusive Listing Agreement on this one so he could only be bringing it to you as a Buyer's Agent. I do not know Mark but he contacted me around 6:00 pm yesterday and said that he had a client who was interested. If you want to work through him, that is Ok by me or you can be unrepresented. It sounds like I sent it to you before he did so that's up to you. I do not do dual agency so I would only be representing the sellers.

Rob Bilbro

704-402-4503

RobBilbro@gmail.com

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From: [REDACTED]
Date: Wednesday, November 1, 2023 at 9:12 AM
To: Rob Bilbro <robbilbro@gmail.com>
Subject: RE: Paterson Preserve

Thanks Rob. I also got contacted by Mark Rubenstein late last night. Are you working with him? Do you have this listing? I was going to tell him I was already working with you.

[REDACTED]

From: Rob Bilbro <robbilbro@gmail.com>
Sent: Tuesday, October 31, 2023 4:48 PM
To: [REDACTED]
Subject: Re: Paterson Preserve

Hi [REDACTED] I hope you are well. The other property I mentioned in August is coming back available. The land includes approximately 55 acres under parcel number 0003 0005200 and about 2 adjoining acres under parcel number 0003 0005206. Eastwood has had this parcel plus another 5 acre parcel under contract for almost three years. They finally got preliminary plat approval in early July for 99 homesites. The development is Pettus Pond. Eastwood's drop dead date to close was 9/28/23 with a cure period through yesterday. They asked for an extension for 9 months. The seller was happy to give them the time but not for free. They refused to pay anything and instead they closed on the other five acre parcel to tie up the Preliminary Plat Approval. I have spoken with Planning and the Preliminary Plat Approval can't be amended but she said it could be redrawn without the 5 acres and it should pass through the process quickly. We are listed at \$6M. Also, my guess is that Eastwood would be happy to sell the 5 acre parcel once someone contracts with the 55 Acres. They paid around \$535,000 for the 5 acres.

Let me know if you are interested.

Rob Bilbro
704-402-4503
RobBilbro@gmail.com

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From: [REDACTED]
Date: Thursday, August 10, 2023 at 2:48 PM
To: Rob Bilbro <robbilbro@gmail.com>
Subject: Re: Paterson Preserve

Thanks we would love to take a look at the other deal!

Sent from my iPhone

On Aug 10, 2023, at 2:46 PM, Rob Bilbro <robbilbro@gmail.com> wrote:

I will put anything in front of the sellers but I am not sure that a 6 month close would get their attention away from the contract they are currently negotiating. Like I said though, I am happy to put whatever you come up with in front of them. Tomorrow would probably be the last possibility to get their attention though as I expect to have a contract agreed to and signed by late Monday or Tuesday at the latest.

There is also a chance that I will have another piece of land nearby that already has Preliminary Plat Approval in the next 2 weeks for around 100 homes. The developer involved is asking for a 6 month extension and does not seem to want to pay for that and the sellers are pretty adamant about being compensated fairly for a third extension.

Thank you

Rob Bilbro

704-402-4503

RobBilbro@gmail.com

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<image004.png>

<image005.jpg>

5 Time ICON Award Agent

<image006.png>

IMPORTANT NOTICE: Never trust wiring instructions sent via email. Always independently confirm wiring instructions in person or via a telephone call to a trusted and verified phone number. Never wire money without double checking that the wiring instructions are correct.

From: [REDACTED]

Date: Thursday, August 10, 2023 at 2:13 PM

To: Rob Bilbro <robbilbro@gmail.com>

Subject: RE: Paterson Preserve

Yes, I will get you something tomorrow if that is acceptable?

I have done some more investigation. I understand that there are some offsite sewer easements (potentially 4) that need to be obtained to secure a path to sewer. Given that I don't think we can fairly say we could find an investor to close in 90 days. Any savvy investor (or homebuilder/developer) is going to require a clear and certain path to sewer with easements in hand prior to a closing. With that said we feel confident that we can seek/acquire the appropriate easements and partner with an investor to close in a 6-month time frame. I am happy to draft a formal offer detailing this structure and can get it to you buy tomorrow.

Whether it's our 18-month timeframe to close or 6-month timeframe we will know quickly how difficult it will be to obtain the easements. Outside of that its hopefully gaining a clearer picture of the what the county wants from an MDR standpoint.

Thanks,

[REDACTED]

ATTORNEYS' EYES ONLY

ROA000960

BILBRO_001211

From: Rob Bilbro <robbilbro@gmail.com>

Sent: Thursday, August 10, 2023 2:10 PM

To: [REDACTED]

Subject: Re: Paterson Preserve

Did you have something you wanted me to put in front of them?

Rob Bilbro

704-402-4503

RobBilbro@gmail.com

"Top 1% of Agents in Charlotte Metro Area"

<image001.png>

<image002.jpg>

5 Time ICON Award Agent

<image003.png>

IMPORTANT NOTICE: Never trust wiring instructions sent via email. Always independently confirm wiring instructions in person or via a telephone call to a trusted and verified phone number. Never wire money without double checking that the wiring instructions are correct.

From: Rob Bilbro <robbilbro@gmail.com>

Date: Wednesday, August 9, 2023 at 7:08 PM

To: [REDACTED]

Subject: Re: Paterson Preserve

It would certainly be something for them to consider. It would need to be quick though.

Rob Bilbro

eXp Realty

704-402-4503

RobBilbro@gmail.com

www.RobBilbro.com

ATTORNEYS' EYES ONLY

ROA000961

BILBRO_001212

Sent from my iPhone

On Aug 9, 2023, at 4:56 PM, [REDACTED]
[REDACTED] wrote:

Rob,
If we can close in 90 days at [REDACTED] would that get us in the conversation? We just need to know what they are looking for. We don't want to lose it.

Thanks,
[REDACTED]

From: Rob Bilbro <robbilbro@gmail.com>
Sent: Tuesday, August 8, 2023 12:50 PM
To: [REDACTED]
Subject: Re: Paterson Preserve

I am in a CE class but will call you this afternoon.

Rob Bilbro
704-402-4503
RobBilbro@gmail.com

"Top 1% of Agents in Charlotte Metro Area"

<image001.png>

<image002.jpg>

5 Time ICON Award Agent

<image003.png>

IMPORTANT NOTICE: Never trust wiring instructions sent via email. Always independently confirm wiring instructions in person or via a telephone call to a trusted and verified phone number. Never wire money without double

checking that the wiring instructions are correct.

From: [REDACTED]
Date: Tuesday, August 8, 2023 at 9:00 AM
To: Rob Bilbro <robbilbro@gmail.com>
Subject: RE: Paterson Preserve

When do you think you will have some feedback?

From: Rob Bilbro <robbilbro@gmail.com>
Sent: Friday, August 4, 2023 6:54 PM
To: [REDACTED]
Subject: Re: Paterson Preserve

[REDACTED]

Rob Bilbro
eXp Realty
704-402-4503
RobBilbro@gmail.com
www.RobBilbro.com

Sent from my iPhone

On Aug 4, 2023, at 5:45 PM, [REDACTED]
[REDACTED] wrote:

Sent from my iPhone

Begin forwarded message:

From: [REDACTED]
[REDACTED]

ATTORNEYS' EYES ONLY
ROA000963

BILBRO_001214

Date: August 4, 2023 at 3:34:00 PM EDT
To: Rob Bilbro <robbilbro@gmail.com>
Subject: Paterson Preserve

Rob,
Attached are the LOI's for the Patterson Preserve property. Our total offer is [REDACTED]. For these versions I split the [REDACTED] on a percentage basis per the listing price. Let me know if that is acceptable or if you can provide additional guidance on this topic please do. We do not have a preference on how each price is allocated.

Also, there is an alternative scenario where we could partner with an investor and purchase the property within a much shorter time frame (6 months). Our offer in this scenario would be a total of [REDACTED]

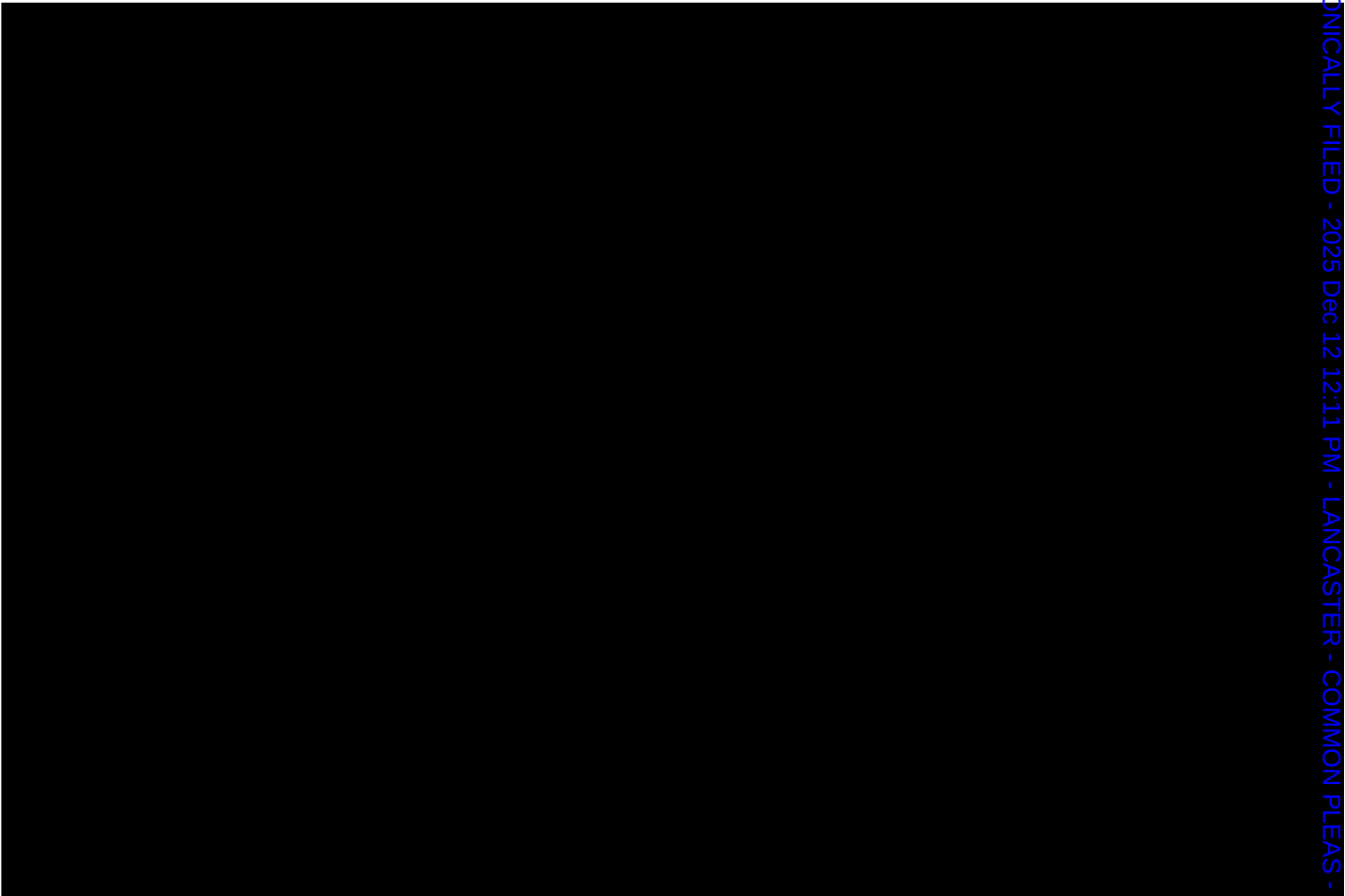
Let me know if you have any questions or comments.

Thank you,

[REDACTED]

[REDACTED]

[REDACTED]



1 STATE OF SOUTH CAROLINA

COURT OF COMMON PLEAS

2 COUNTY OF LANCASTER

3 MTS CLT, LLC,

4 Plaintiff,

5 vs.

CIVIL ACTION NO. 2023-CP-2901534

6 JANE M. PETTUS, TRUSTEE OF THE

JOSEPH A. PETTUS AND JANE M.

7 PETTUS REVOCABLE LIVING TRUST

U/I/D APRIL 12, 2005, and ROB BILBRO,

8 Defendants.

9
10
11 DEPOSITION OF: JOSEPH SCOTT PETTUS

12 DATE: Friday, November 1, 2024

13 TIME: 9:58 a.m.

14 TIME ENDED: 2:20 p.m.

15 LOCATION: Spencer & Spencer, PA
16 226 East Main Street, Suite 200
Rock Hill, South Carolina

17 REPORTED BY: YVONNE R. THURSTON-BOHANNON
18 Registered Merit Reporter,
Certified Realtime Reporter

1 APPEARANCES:

2 ATTORNEYS FOR THE PLAINTIFF
3 MTS CLT, LLC:

4 BROOKS, PIERCE, MCLENDON, HUMPHREY &
5 LEONARD, LLP

6 BY: J. KEMPER PATTON

7 Post Office Box 1800 (27602)

8 150 Fayetteville Street

9 1700 Wells Fargo Capitol Center

10 Raleigh, North Carolina 27601

11 (919) 882-2518

12 (919) 839-0304 - FAX

13 kpatton@brookspierce.com

14 BY: JAMES C. ADAMS, II

15 Post Office Box 26000 (27420)

16 230 North Elm Street

17 2000 Renaissance Plaza

18 Greensboro, North Carolina 27401

19 (336) 271-3117

20 (336) 232-9117 - FAX

21 jadams@brookspierce.com

22 ATTORNEYS FOR THE DEFENDANT

23 JANE M. PETTUS, TRUSTEE OF THE

24 JOSEPH A. PETTUS AND JANE M.

25 PETTUS REVOCABLE LIVING TRUST

U/I/D APRIL 12, 2005:

SPENCER & SPENCER, PA

BY: JEREMY D. MELVILLE

Post Office Box 790

226 East Main Street, Suite 200

Rock Hill, South Carolina 29731

(803) 321-7191

(803) 327-3868 - FAX

jeremymelville@spencerfirm.com

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APPEARANCES CONTINUED:
ATTORNEYS FOR THE DEFENDANT
ROB BILBRO:

THE HERSHON LAW FIRM
BY: LAWRENCE M. HERSHON
1565 Sam Rittenberg Boulevard, Suit 103
Charleston, South Carolina 29407
(843) 829-2022
(843) 829-2023 - FAX
lawrence@hershonlawfirm.com

(INDEX AT REAR OF TRANSCRIPT)

1 approaching -- as to what would happen after -- in
2 the event that the closing did not occur.

3 Q. Okay. And you see that this e-mail was
4 sent on October 20th?

5 A. I do.

6 Q. Do you see on Pettus 129, the last
7 page -- well, I'll take you to 128 first. It looks
8 like both you and your sister responded to Rob's
9 e-mail?

10 A. Yes.

11 Q. And do you see there on the next page,
12 page 129, where it says, "On October 20th, 2023, at
13 2:16 p.m., Scott Pettus," your e-mail address,
14 "wrote" and it was blank.

15 A. Yes.

16 Q. Do you recall what you wrote there?

17 A. I have no idea. I don't know.

18 Q. You don't know?

19 A. I don't know.

20 Q. Did you provide that e-mail to
21 Mr. Melville?

22 A. I feel pretty certain, yes.

23 Q. But you don't know?

24 A. We'll say yes.

25 Q. You do -- you believe you did provide

1 that?

2 A. Yes.

3 MR. MELVILLE: Object to the form.

4 The question is -- the question is
5 whether he provided this e-mail?

6 THE WITNESS: This e-mail?

7 MR. MELVILLE: This document? I'm --
8 I'm sorry --

9 MR. PATTON: On 129 there appears
10 there's an e-mail in this that was missing.

11 MR. MELVILLE: Okay. So I'm going to
12 object to the form because I didn't know if you
13 were asking if he provided this e-mail or this
14 collection of e-mails.

15 MR. PATTON: Yeah, I'm referring to the
16 e-mail that was -- appears to have been sent on
17 October 20, 2023, at 2:16 p.m. from Scott's e-mail
18 address.

19 THE WITNESS: That I cannot -- I have
20 no idea.

21 BY MR. PATTON:

22 Q. Yeah.

23 A. I -- I don't know.

24 Q. Okay. You don't know if you provided
25 that to Mr. Melville?

1 A. I do not know. And I know nothing was
2 purposefully omitted or deleted. I do know that.

3 Q. Okay. Back on Pettus Documents 127 --
4 page 127.

5 A. Yes.

6 Q. I'm looking about two-thirds of the way
7 down that e-mail from Mr. Bilbro. It says, "I am
8 thinking about maybe a \$6,000,000 price as a
9 starting point."

10 A. Okay.

11 Q. Is that the first time you discussed a
12 potential price for the property with Mr. Bilbro?

13 A. Beyond Eastwood's contract, yes.

14 Q. Okay.

15 A. To my knowledge.

16 Q. And what was your reaction to that
17 potential price?

18 A. Well, I mean, that was okay. We
19 were -- we were pleased with that.

20 Q. And prior to that were you aware of the
21 market value of the property?

22 A. Prior to this?

23 Q. Prior to receiving this e-mail.

24 A. Prior -- I had no idea of value of the
25 property, but I -- I -- I knew that it would have

1 STATE OF SOUTH CAROLINA
2 IN THE COURT OF COMMON PLEAS
3 LANCASTER COUNTY
4
5 MTS CLT, LLC,
6 Plaintiff,
7 vs. CIVIL ACTION NO. 2023-CP-2901534
8 JANE M. PETTUS, TRUSTEE OF THE JOSEPH A. PETTUS
AND JANE M. PETTUS REVOCABLE LIVING TRUST
9 U/I/D APRIL 12, 2005, AND ROB BILBRO,
10 Defendants.
11
12

13 DEPOSITION OF: JOSEPH SCOTT PETTUS - VOLUME II
(APPEARING VIA VIRTUAL ZOOM)

14 DATE: May 13, 2025

15 TIME: 11:23 AM

16 LOCATION OF
17 THE DEPONENT: 415 Saluda Springs Road
Lexington, SC

18 TAKEN BY: Counsel for the Plaintiff

19 REPORTED BY: TERRI L. BRUSSEAU
20 (APPEARING VIA VIRTUAL ZOOM)
21
22
23
24
25

1 APPEARANCES OF COUNSEL:

2 ATTORNEYS FOR THE PLAINTIFF
3 MTS CLT, LLC:

4 BROOKS PIERCE MCLENDON
5 HUMPHREY & LEONARD, LLP
6 BY: J. KEMPER PATTON
(APPEARING VIA VIRTUAL ZOOM)
7 JAMES C. ADAMS, II
(APPEARING VIA VIRTUAL ZOOM)
150 Fayetteville Street, Suite 1700
8 Raleigh, NC 27601
(919) 882-2518
kpatton@brookspierce.com
9 jadams@brookspierce.com

10 ATTORNEYS FOR THE DEFENDANTS

JANE M. PETTUS, TRUSTEE OF THE
11 JOSEPH A. PETTUS AND JANE M. PETTUS
REVOCABLE LIVING TRUST U/I/D APRIL
12 12, 2005:

13 SPENCER & SPENCER, PA
BY: JEREMY D. MELVILLE
(APPEARING VIA VIRTUAL ZOOM)
14 226 E. Main Street, Suite 200
Rock Hill, SC 29731
15 (803) 327-7191
jdm@spencerfirm.com

16 ATTORNEYS FOR THE DEFENDANT

17 ROB BILBRO:
18 HERSHON LAW FIRM, PA
BY: LAWRENCE M. HERSHON
19 (APPEARING VIA VIRTUAL ZOOM)
1565 Sam Rittenberg Boulevard
20 Suite 103
Charleston, SC 29407
21 (843) 829-2022
lawrence@hershonlawfirm.com

22 (INDEX AT REAR OF TRANSCRIPT)

1 STATE OF SOUTH CAROLINA)COURT OF COMMON PLEAS
2 COUNTY OF LANCASTER)CASE NO.: 2023-CP-2901534
3 MTS CLT, LLC

4 Plaintiff(s),

5 - vs -

6 JANE M. PETTUS, TRUSTEE OF THE
7 JOSEPH A. PETTUS AND JANE M.
8 PETTUS REVOCABLE LIVING TRUST
9 U/I/D APRIL 12, 2005, AND ROB
10 BILBRO,

11 Defendant(s).

12 Remote VTC

13 Deposition of: Jane Pettus

14 Date Taken: Thursday, October 31st, 2024

15 Time Taken: 10:11 a.m.

16 Location: Richmond, Kentucky

17 Reported By: Judy W. Galuppo, Court Reporter

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A-P-P-E-A-R-A-N-C-E-S

Appearances for the Plaintiff

By: James C. Adams, II (Pro Hac Vice)
By: J. Kemper Patton, Esquire
Post Office Box 1800
Raleigh, North Carolina 27602
Kpatton@brookspierce.com
Jadams@brookspierce.com

Appearances for Defendant Pettus

By: Jeremy D. Melville, Esquire
SPENCER & SPENCER, PA
Post Office Box 790
Rock Hill, South Carolina 29731
Jdm@spencerfirm.com

Appearances for Defendant Bilbro

By: Lawrence M. Hershon, Esquire
THE HERSHON LAW FIRM, PA
1565 Sam Rittenberg Boulevard, Suite 103
Charleston, South Carolina 29407
Lawrence@hershonlawfirm.com

Also Present

Scott Pettus

INDEX AT REAR OF TRANSCRIPT

1 STATE OF SOUTH CAROLINA) COURT OF COMMON PLEAS
2 COUNTY OF LANCASTER) CASE NO.: 2023-CP-2901534
3 MTS CLT, LLC

4 Plaintiff(s),

5 -vs-

6 JANE M. PETTUS, TRUSTEE OF THE
7 JOSEPH A. PETTUS AND JANE M.
8 PETTUS REVOCABLE LIVING TRUST
9 U/I/D APRIL 12, 2005, AND ROB
10 BILBRO,

11 Defendant(s).

12 Remote

13 Deposition of: Allison Pettus

14 Date Taken: Thursday, October 31st, 2024

15 Time Taken: 2:32 p.m.

16 Location: Richmond, Kentucky

17 Reported By: Judy W. Galuppo, Court Reporter
18
19
20
21
22
23
24
25

A-P-P-E-A-R-A-N-C-E-S

Appearances for the Plaintiff

By: James C. Adams, II (Pro Hac Vice)

By: J. Kemper Patton, Esquire

Post Office Box 1800

Raleigh, North Carolina 27602

Kpatton@brookspierce.com

Jadams@brookspierce.com

Appearances for Defendant Pettus

By: Jeremy D. Melville, Esquire

SPENCER & SPENCER, PA

Post Office Box 790

Rock Hill, South Carolina 29731

Jdm@spencerfirm.com

Appearances for Defendant Bilbro

By: Lawrence M. Hershon, Esquire

THE HERSHON LAW FIRM, PA

1565 Sam Rittenberg Boulevard, Suite 103

Charleston, South Carolina 29407

Lawrence@hershonlawfirm.com

Also Present

Scott Pettus

INDEX AT REAR OF TRANSCRIPT

1 STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

2 LANCASTER COUNTY

3
4
5 MTS CLT, LLC,

6 Plaintiff,

7 vs.

CIVIL ACTION NO. 2023-CP-2901534

8 JANE M. PETTUS, TRUSTEE OF THE JOSEPH A. PETTUS

AND JANE M. PETTUS REVOCABLE LIVING TRUST

9 U/I/D APRIL 12, 2005, AND ROB BILBRO,

10 Defendants.

11
12
13 DEPOSITION OF: ALLISON MCDONALD PETTUS

VOLUME II

14 (APPEARING VIA VIRTUAL ZOOM)

15 DATE: May 13, 2025

16 TIME: 10:48 AM

17 LOCATION OF

THE DEPONENT: 229 Eric Drive

18 Richmond, Kentucky

19 TAKEN BY: Counsel for the Plaintiff

20 REPORTED BY: TERRI L. BRUSSEAU

(APPEARING VIA VIRTUAL ZOOM)

1 APPEARANCES OF COUNSEL:

2 ATTORNEYS FOR THE PLAINTIFF
3 MTS CLT, LLC:

4 BROOKS PIERCE MCLENDON
5 HUMPHREY & LEONARD, LLP
6 BY: J. KEMPER PATTON
7 (APPEARING VIA VIRTUAL ZOOM)
8 JAMES C. ADAMS, II
9 (APPEARING VIA VIRTUAL ZOOM)
10 150 Fayetteville Street, Suite 1700
11 Raleigh, NC 27601
12 (919) 882-2518
13 kpatton@brookspierce.com
14 jadams@brookspierce.com

15 ATTORNEYS FOR THE DEFENDANTS

16 JANE M. PETTUS, TRUSTEE OF THE
17 JOSEPH A. PETTUS AND JANE M. PETTUS
18 REVOCABLE LIVING TRUST U/I/D APRIL
19 12, 2005:

20 SPENCER & SPENCER, PA
21 BY: JEREMY D. MELVILLE
22 (APPEARING VIA VIRTUAL ZOOM)
23 226 E. Main Street, Suite 200
24 Rock Hill, SC 29731
25 (803) 327-7191
jdm@spencerfirm.com

ATTORNEYS FOR THE DEFENDANT

ROB BILBRO:
HERSHON LAW FIRM, PA
BY: LAWRENCE M. HERSHON
(APPEARING VIA VIRTUAL ZOOM)
1565 Sam Rittenberg Boulevard
Suite 103
Charleston, SC 29407
(843) 829-2022
lawrence@hershonlawfirm.com

ALSO PRESENT:

Joseph Scott Pettus
(Appearing Via Virtual Zoom)
(INDEX AT REAR OF TRANSCRIPT)

1 STATE OF SOUTH CAROLINA

COURT OF COMMON PLEAS

2 COUNTY OF LANCASTER

3 MTS CLT, LLC,

4 Plaintiff,

5 vs.

CIVIL ACTION NO. 2023-CP-2901534

6 JANE M. PETTUS, TRUSTEE OF THE

JOSEPH A. PETTUS AND JANE M.

7 PETTUS REVOCABLE LIVING TRUST

U/I/D APRIL 12, 2005, and ROB BILBRO,

8 Defendants.

9
10 VIDEO TELECONFERENCE

11 DEPOSITION OF: DAVIS C. RIDDLE

12 DATE: Monday, February 3, 2025

13 TIME: 10:10 a.m.

14 TIME ENDED: 1:20 p.m.

15 LOCATION: Parker Poe Adams & Bernstein, LLP
16 1221 Main Street, Suite 1100
Columbia, South Carolina

17 REPORTED BY: YVONNE R. THURSTON-BOHANNON
18 Registered Merit Reporter,
Certified Realtime Reporter

1 APPEARANCES:

2 ATTORNEYS FOR THE PLAINTIFF
3 MTS CLT, LLC:

4 BROOKS, PIERCE, MCLENDON, HUMPHREY &
5 LEONARD, LLP

6 BY: J. KEMPER PATTON
7 Post Office Box 1800 (27602)
8 150 Fayetteville Street
9 1700 Wells Fargo Capitol Center
10 Raleigh, North Carolina 27601
11 (919) 882-2518
12 (919) 839-0304 - FAX

13 kpatton@brookspierce.com

14 BY: JAMES C. ADAMS, II
15 Post Office Box 26000 (27420)
16 230 North Elm Street
17 2000 Renaissance Plaza
18 Greensboro, North Carolina 27401
19 (336) 271-3117
20 (336) 232-9117 - FAX
21 jadams@brookspierce.com

22 ATTORNEYS FOR THE DEFENDANT

23 JANE M. PETTUS, TRUSTEE OF THE
24 JOSEPH A. PETTUS AND JANE M.
25 PETTUS REVOCABLE LIVING TRUST

U/I/D APRIL 12, 2005:

SPENCER & SPENCER, PA

BY: JEREMEY D. MELVILLE

Post Office Box 790
226 East Main Street, Suite 200
Rock Hill, South Carolina 29731
(803) 321-7191
(803) 327-3868 - FAX
jeremymelville@spencerfirm.com

1 APPEARANCES CONTINUED:

2 ATTORNEYS FOR THE DEFENDANT
3 ROB BILBRO:

4 THE HERSHON LAW FIRM

BY: LAWRENCE M. HERSHON

1565 Sam Rittenberg Boulevard, Suit 103

5 Charleston, South Carolina 29407

(843) 829-2022

6 (843) 829-2023 - FAX

lawrence@hershonlawfirm.com

7
8 ATTORNEYS FOR THE WITNESS:

9 PARKER POE ADAMS & BERNSTEIN, LLP

BY: ROBERT OSBORNE, III

10 850 Morrison Drive, Suite 400

Charleston, South Carolina 29403

11 (843) 727-2662

(843) 727-2680 - FAX

12 robertosborne@parkerpoe.com
13

14 ALSO PRESENT:

15 Daniel J. Ballou, Esquire, Via Video
16 Teleconference

(INDEX AT REAR OF TRANSCRIPT)

STATE OF SOUTH CAROLINA
COUNTY OF LANCASTER

IN THE COURT OF COMMON PLEAS
C.A. No.: 12023-CP-29-01534

MTS CLT, LLC,
Plaintiff,
vs.
JANE M. PETTUS, Trustee of:
the Joseph A. Pettus and
Jane M. Pettus Revocable
Living Trust U/I/D
Apri 12, 2005, and
ROB BILBRO,
Defendants.

30(b)(6) DEPOSITION OF ALLEN M. NASON, ESQUIRE
ON BEHALF OF MTS CLT, LLC

Wednesday, July 23, 2025

9:00 a.m.

TAKEN AT:

Robinson Bradshaw
202 East Main Street, Suite 201
Rock Hill, South Carolina

Reported By: Danielle Kavanagh, RPR

1 pull up the website, I could --

2 **Q. Was it Melissa Cassell?**

3 A. Yes, that's exactly who it was. Because we
4 actually used that firm to do work for us. It was not a
5 difficult negotiation on this one. We got to agreement
6 pretty efficiently.

7 **Q. Is Morton Gettys currently representing**
8 **Eastwood on anything currently?**

9 A. No, like six to nine months ago we finished up
10 something with them and I have not because of this.

11 **Q. It was a road closing case, correct?**

12 A. Yes.

13 **Q. I was representing City of Rock Hill.**

14 A. I know you were.

15 **Q. So aside from those folks, you, Mike Kemp and**
16 **Mike Conley, there was really nobody else?**

17 A. No. Joe Lesch was involved to the limited
18 extent that he monitors the entitlements and obviously
19 provided for some extensions due to entitlements having
20 been delayed. But I do not recall any specific
21 conversation with Joe Lesch.

22 **Q. Again, Eastwood didn't feel there was a need**
23 **for an amendment, but they decided to enter into one?**

24 A. Yes, and it's for -- again, this is part of
25 being a good partner, even though technically one wasn't

1 needed, these projects involve a lot of hard work on both
2 sides so we will do this. Other builders may not, but we
3 tend to do this with sellers, to keep the relationship
4 strong and to move things cooperatively towards closing.

5 **Q. Okay. If we look at paragraph 2 of the**
6 **amendment, I think it says, "Seller and Purchaser agree**
7 **that paragraph 4 is hereby replaced in its entirety by**
8 **the following."**

9 **Is it accurate to say the addition was in**
10 **paragraph 4(d), which is Secondary Extension Option?**

11 **A.** Let me go back to it. I believe that there
12 were markups, those would be the most accurate documents
13 to review. But paragraph 4 was a deposit section. And
14 so if you look at paragraph 4 it deals with deposits.
15 And so paragraph 5 under the original contract doesn't
16 deal with deposits, like the numbers, and so this
17 changed -- this replaced the deposit section of the
18 original contract by adding -- having (a), (b), (c), and
19 then (d) as a deposit.

20 **Q. Part (d), it says, "Buyer shall have three**
21 **options to extend the closing date for a total of**
22 **400 days."**

23 **Which is defined as the secondary extension**
24 **option; is that correct?**

25 **A.** It appears that's what it says, yes.

1 option?

2 A. I do not believe any notice was given. I have
3 not seen one, but I knew that the money was wired to the
4 escrow agent, so I think it was accepted without any kind
5 of a notice. I've never seen a notice.

6 Q. Okay. Under the amendment then, is there any
7 limitation on how long Eastwood has to close or to
8 terminate the contract? Is there any limitation that the
9 contract provides?

10 A. There's time is of the essence in the contract,
11 which definitely doesn't allow for a contract to stay
12 open forever. And with the parties working so closely
13 together, there was definite progress made. So there was
14 an understanding that this was going to ultimately --
15 we've always gotten all of our approvals, that happens,
16 it's just a bunch of, how long is it going to take the
17 governing jurisdiction to get there.

18 Q. My question is more, but not so much what could
19 happen if the parties work together and take those
20 actions, but does the contract itself under Eastwood's
21 interpretation have any deadline, other than if they
22 obtain the required approvals they have to close within
23 30 days?

24 Is there any other restriction on time of how
25 long this contract can stay open?

1 A. We would attempt to operate within the
2 framework of trying to get them done, but nobody knows
3 when the required approvals will happen so there's no
4 specified date. That's why this contract was amended and
5 the parties recognize that when the municipal process
6 doesn't coincide with the contract that they work
7 together to change the date. So I don't think anybody
8 knows today, particularly since authority was withdrawn,
9 when this could close. But if Brandon Pridemore were
10 allowed to complete what he's doing, we could probably
11 within 90 days have a very good idea.

12 **Q. You could. But under the contract, does the**
13 **language of the contract as Eastwood believes it means,**
14 **their interpretation would have no -- essentially could**
15 **be open in perpetuity; is that correct?**

16 A. It's all controlled by the Seller. It says,
17 the Seller shall as a precondition to closing do these
18 things. So when this closes is a direct result of what
19 the Seller does here and whether they withdraw authority
20 to get the process going, they are extending the
21 contract. So the question is really a better question
22 asked to the Seller because they have the obligation to
23 do these things. We do not. Eastwood does not own the
24 property, so we can't force them to do anything, even
25 though we want them to.

1 **Q. But the question is, let's say Seller signs**
2 every document that Eastwood puts in front of them and
3 there's kind of rejections and nothing ever comes back,
4 that's kind of left in limbo, assuming all that, what
5 would be -- the contract does not have -- it could be
6 open in perpetuity in accordance with your
7 interpretation? There's no time restriction, is there?

8 **A.** So if you look at the practice between the
9 parties, they started off trying to target a time frame,
10 540 days under the original contract, paragraph 8. Then
11 they came back in after this work was done, running into
12 some impediments. They decided to do secondary
13 extensions and set a closing date, September 28, 2023.
14 And so what would happen in the ordinary course of doing
15 this is paragraph 8 could be changed to remove the
16 required approval precondition, amend paragraph 12, take
17 that out, and set a closing date that is not based on
18 receipt of required approvals. But that is never what
19 the parties have ever negotiated since the beginning
20 because that's not how it works. So again, this is in
21 the Seller's control as to when it gets closed, not my
22 client.

23 **Q. So the Seller, though, is Ms. Pettus in this**
24 case, not the one who's -- she's cooperating with
25 whatever the developer might ask of her or under the

1 contract that would be the obligation, but she's not
2 actually the one who makes the ultimate call because at
3 some point the developer, Eastwood, would need to make
4 the call, they have the right to terminate the contract
5 or they can just hold it in limbo in perpetuity no matter
6 what the Seller does; isn't that correct?

7 A. No, that's even -- no, that's not correct.

8 Q. When does this contract end?

9 A. You have to ask your client.

10 Q. I'm asking you as the 30(b)(6) deposition.

11 When does Eastwood contend this document
12 otherwise requires a closing or otherwise expires?

13 A. When the Seller --

14 MR. PATTON: Object to form.

15 THE WITNESS: When the Seller can satisfy its
16 preconditions to closing, we will close.

17 BY MR. MELVILLE:

18 Q. So Eastwood's position then is that's the
19 timeline, there's not a date or a time frame, other than
20 if and when Eastwood gets all of their approvals that
21 they need or want with respect to the development of the
22 property?

23 A. The parties have never agreed to anything like
24 that, so that's correct.

25 Q. We talked a little bit about the Haltom

**MTS CLT, LLC vs JANE M. PETTUS, ET AL.
Brandon Sung Woon Pridemore on 06/12/2025**

1 STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
2)
3 COUNTY OF LANCASTER) C.A. No.: 2023-CP-29-01534
4
5 _____

6 MTS CLT, LLC,
7 Plaintiff,
8 vs.

9 Jane M. Pettus, Trustee of the Joseph A.
10 Pettus and Jane M. Pettus Revocable Living
Trust U/I/D April 12, 2005, and Rob Bilbro,
11 Defendants.
12 _____

13
14 DEPOSITION OF BRANDON SUNG WOON PRIDEMORE
15 (Taken by Defendants)
16 Rock Hill, South Carolina
17 Thursday, June 12, 2025
18 10:04 a.m.
19
20
21
22
23

24 Reported stenographically by
25 V. Dario Stanziola, CCR (GA)(NJ), RPR, CRR

1 APPEARANCES

2 ON BEHALF OF THE PLAINTIFF:

3 J. KEMPER PATTON, Esquire
4 JAMES C. ADAMS, Esquire
(Appeared Via Telephone)
5 Brooks, Pierce, McLendon, Humphrey
& Leonard, LLP
6 Wells Fargo Capitol Center
150 Fayetteville Street, Suite 1700
7 Raleigh, North Carolina 27601
(919) 882-2518
kpatton@brookspierce.com
8 jadams@brookspierce.com

9 ON BEHALF OF THE DEFENDANT JANE M. PETTUS:

10 JEREMY D. MELVILLE, Esquire
11 Spencer & Spencer, P.A.
226 East Main Street
12 Rock Hill, South Carolina 29731
(803) 327-7191
jdm@spencerfirm.com

13 ON BEHALF OF THE DEFENDANT ROB BILBRO:

14 LAWRENCE HERSHON, Esquire
15 The Hershon Law Firm, P.A.
1565 Sam Rittenberg Boulevard
16 Suite 103
Charleston, South Carolina 29407
17 (843) 829-2022
lawrence@hershonlawfirm.com

18

19

20

21

22

23

24

25

1 DEPOSITION OF BRANDON SUNG WOON
2 PRIDEMORE, a witness called on behalf of the
3 Defendants, before V. Dario Stanziola, CCR
4 (GA)(NJ), RPR, CRR, Notary Public, in and for the
5 State of South Carolina, held at the law offices
6 of Robinson Bradshaw, 202 East Main Street, Suite
7 201, Rock Hill, South Carolina, on Thursday, June
8 12, 2025, commencing at 10:04 a.m.

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1 for Ms. Pettus to close on that September 28th
2 date that's listed here.

3 Q. Okay.

4 A. What I was told, again, as we've stated
5 I think a couple of different times now was that
6 Joe Lesch notified me somewhere around October of
7 2023 that there was no way he can get Ms. Pettus
8 to sign that application.

9 Q. In October of 2023, correct?

10 A. Correct.

11 Q. Okay. So what I'm -- what I'm asking
12 is -- okay, so we've established that in October
13 of -- you learned that something happened that
14 you learned new information that occurred in
15 October 2023 that you're making a statement based
16 on, which is that Joe Lesch told you something.

17 What I'm saying is that if we take out
18 Joe Lesch's statement to you in October 2023,
19 what -- what -- what is the basis for the
20 knowledge prior to for events that happened prior
21 to September 28th?

22 That's what I'm asking, what -- what
23 are the additional grounds that would make you --
24 lead you to believe that there was noncooperation
25 by Ms. Pettus prior to September 28th?

1 MR. PATTON: Objection, form.

2 A. And to your question, I'm not implying
3 that she was not cooperating up to that date.

4 Q. So you're not -- you do -- you do not
5 contend that you know one way or the other
6 whether she cooperated prior to September 28th?

7 A. What I'll testify to is that up until
8 we made the major subdivision application, she
9 had been participating, we got the plat
10 application signed, she sent -- I believe it is
11 her son, Scott, to the planning commission
12 meeting. We were in constant communication
13 working through that. So there was nothing to
14 lead me to believe that we would -- that there
15 was no cooperation as of September 28th here
16 2023.

17 Q. Okay. So what you learned kind of as
18 this lawsuit proceeded is that you had heard from
19 Joe Lesch that in October of 2023, at least, that
20 he didn't think they can get a signature from Ms.
21 Pettus?

22 A. What I would say is that Joe Lesch and
23 I, that was a conversation we had in around
24 October 2023. So that wasn't an after the fact,
25 after the lawsuit was filed. That was before the

STATE OF SOUTH CAROLINA COURT OF COMMON PLEAS
COUNTY OF LANCASTER

MTS CLT, LLC,

Plaintiff,

Vs. CIVIL ACTION NO. 2023-CP-2901534

JANE M. PETTUS, TRUSTEE OF THE JOSEPH A.
PETTUS AND JANE M. PETTUS REVOCABLE
TRUST U/I/D APRIL 12, 2005, ROB BILBRO,

Defendants.

VTC

DEPOSITION OF: ROLAND HEATH MYERS
(Appearing by VTC)

DATE: April 24, 2025

TIME: 9:08 a.m.

LOCATION: Zoom Videoconference

TAKEN BY: Counsel for the Plaintiff

REPORTED BY: Susan M. Valsecchi, Registered
Professional Reporter, CRR
(Appearing by VTC)

1 anticipated gross purchase price.

2 Q. Is that just your interpretation of the
3 contract?

4 A. That's the language in the contract.

5 Q. The language in the contract requires
6 that the gross anticipated -- or the anticipated
7 gross purchase price is based on a minimum of 113
8 approved lots, correct?

9 A. Correct.

10 Q. So it requires knowing how many lots
11 are approved to know the purchase price, correct?

12 A. Correct.

13 Q. Okay. When you prepared the affidavit
14 that is included in your -- in the seller closing
15 documents attached to your affidavit for this
16 litigation, when you prepared that, did you have
17 anything in your possession telling you how many
18 lots had been approved for Ms. Pettus's property?

19 MR. MELVILLE: Object to the form.

20 THE WITNESS: I did not.

21 BY MR. PATTON:

22 Q. Okay. Earlier I showed you the
23 affidavit of Jane Pettus. That's Exhibit 21. Do
24 you have that?

25 A. Yes.

**SECOND AMENDMENT TO CONTRACT AND OPTION TO PURCHASE REAL ESTATE
(PETTUS PROPERTY, LANCASTER COUNTY, SOUTH CAROLINA)**

This Second Amendment to Contract and Option to Purchase Real Estate ("Agreement") is entered into this _____th day of August, 2023 (the "Effective Date"), by and between Jane M. Pettus, as Trustee of the Joseph A. Pettus and Jane M. Pettus Revocable Living Trust U/I/D April 12, 2005, a South Carolina resident ("Seller") and MTS CLT, LLC, a North Carolina limited liability company ("Buyer" or "Purchaser"). The Seller and Buyer are the "Parties."

Formatted: Justified

Whereas, Seller contracted with Buyer for the purchase and sale of certain Property consisting of approximately 57 acres ("Projected Acreage"), known as PINS 0003-00-052.00 and 0003-00-052.06 in the property tax records of Lancaster County, South Carolina, yielding a minimum of 113 approved Lots (the "Original Contract"), as amended by that certain First Amendment to Contract and Option to Purchase Real Estate dated July 18, 2022 (the "First Amendment" and together with the Original Contract, the "Contract").

Formatted: Justified

~~Whereas, in July, 2022 a First Amendment occurred which addressed the need for certain approvals regarding an off-site regional lift station being completed and approved by Lancaster County and the Lancaster Water and Sewer District as a prerequisite to approving any of Buyer's Required Approvals and house plans;~~

~~Whereas, in this Second Amendment, the Parties have agreed certain delays have occurred which necessitate this Second Amendment, and which the parties agree could be addressed through this Second Amendment in lieu of Buyer utilizing the force majeure provision, which the parties agree is in their best interests acknowledge that both the Inspection Period (as defined in the Original Contract) and Entitlement Period (as defined in the Original Contract) have expired;~~

~~Whereas, Purchaser wishes to extend the Closing Date past September 27, 2023, as required under the First Amendment;~~

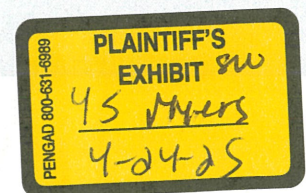
Whereas, Purchaser and Seller agree that the ~~Original~~ Contract is amended in the particulars described herein and this Second Amendment is in the best interests of both parties.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants hereinafter made, which is acknowledged by the parties as sufficient consideration, it is agreed as follows:

1. Original Contract Remains In Full Force and Effect. The ~~Original~~ Contract, as amended, remains in full force and effect except as modified herein.
2. Paragraph 4 (e) and (f), Added. Seller and Purchaser, in the First Amendment, replaced paragraphs 4(a), (b), (c) and (d) which remains unchanged; however, this Second Amendment adds paragraph sections (e) and (f) as set forth as follows:

~~(e) Third Extension Option. In the event Buyer has not i) terminated this Contract within the Inspection Period, ii) elected to terminate the Contract prior to the expiration of the Entitlement Period in accordance with Section 5(b) below, iii) received Required Approvals to Buyer's satisfaction prior to the expiration of the Entitlement Period, and iv) satisfied all conditions of Closing prior to the expiration of above referenced Initial Extension Options, then Buyer shall have One (1) additional Extension Period to extend the Closing Date for Ninety (90) days from August 28 to November 28, 2023 to extend the Closing Date for Ninety (90) days, or a total of Five Hundred Fifty (550) days November 27, 2023 (the "Third Extension Option") (the Initial Extension Option, Secondary Extension Option, and Third Extension Option are collectively, the "Extension Option"). Buyer may exercise this option by providing written notice to Seller prior to the expiration of the current Extension Option¹ and, prior to August 28, 2023, depositing with Escrow Agent One Hundred Thousand Dollars (\$100,000.00) for the Third Extension Deposit.~~

¹ This Second Amendment is Notice that the Third Extension Option is hereby exercised.



The Third Extension Deposit shall be applied as follows:

~~(i) The Third Extension Deposit shall increase the Purchase Price in Paragraph 2 by the amount of the Third Extension Deposit;~~

~~(ii) The Third Extension Deposit shall be credited to the Purchase Price, and notwithstanding anything to the contrary, shall be non-refundable to Buyer except in the event of Seller Default hereunder;~~

~~(iii) Buyer agrees to release the Third Extension Deposit to Seller from Escrow at or before August 28, 2023;~~

~~(iv) At Closing, all Extension Option Deposits shall be applied to the Purchase Price, and any increase to said Purchase Price.~~

~~(v) The failure of Buyer to release the Third Extension Deposit to Seller from Escrow at or before August 28, 2023, shall constitute a Default by Buyer.~~

~~(f) Fourth Extension Option. In the event Buyer has not i) terminated this Contract within the Inspection Period, ii) elected to terminate the Contract prior to the expiration of the Entitlement Period in accordance with Section 5(b) below, iii) received Required Approvals to Buyer's satisfaction prior to the expiration of the Entitlement Period, and (g)(i) iv) satisfied all conditions of Closing prior to the expiration of above referenced Initial Extension Options, then Buyer shall have One (1) additional Extension Period to extend the Closing Date for Ninety (90) days from November 28, 2023 to February 28, 2024 to extend the Closing Date for Ninety (90) days, or a total of Six Hundred Forty (640) days (the "Fourth Extension Option"). Buyer may exercise this option by providing written notice to seller prior to the expiration of the current Extension Option² and, prior to November 28, 2023, depositing with Escrow Agent One Hundred Fifty Thousand Dollars (\$150,000.00) for the Fourth Extension Deposit.~~

The Fourth Extension Deposit shall be applied as follows:

~~(i) The Fourth Extension Deposit shall increase the Purchase Price in Paragraph 2 by the amount of the Fourth Extension Deposit;~~

~~(ii) The Fourth Extension Deposit shall be credited to the Purchase Price, and notwithstanding anything to the contrary, shall be non-refundable to Buyer except in the event of Seller Default hereunder;~~

~~(iii) Buyer agrees to release the Fourth Extension Deposit to Seller from Escrow at or before November 27, 2023;~~

~~(iv) At Closing, all Extension Option Deposits shall be applied to the Purchase Price, and any increase to said Purchase Price.~~

~~(v) The failure of Buyer to release the Fourth Extension Deposit to Seller from Escrow at or before November 27, 2023 shall constitute a Default by Buyer.~~

3. ~~Paragraph 8 Replaced.~~ Seller and Purchaser agree that Paragraph 8 is hereby replaced in its entirety by the following:

~~Provided that all conditions of closing have been either satisfied or waived, the closing of the sale and purchase of the Property (the "Closing") shall take place on or before the date (the "Closing Date") that is the earlier of (i) Thirty (30) days after the receipt of the Required Approvals, or (ii) March 28/February 26, 2024. The Closing shall take place at an acceptable location mutually agreed upon by the Parties. Seller shall (as applicable, and in Seller's reasonable possession and control), as a precondition to Closing, deliver exclusive possession of the Property to Buyer on the Closing Date, including all declarant, entitlement, final development plan approvals, final construction plan approvals, permit, and all other development authorities or other Property ownership rights of Seller,~~

² This Second Amendment is Notice that the Fourth Extension Option is hereby exercised.

including those achieved by any jointly filed zoning and entitlement applications or requests.

[NO FURTHER CONTENT ON PAGE; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto execute this Agreement in their respective individual or corporate names and affix their hands or corporate seals by authority duly given, the day and year first above written.

MTS CLT, LLC

DocuSigned by:
Joe Polite
By: E11218B0251024F4...
Joe Polite, Vice President

Date: 8/10/2023

JANE M. PETTUS, AS TRUSTEE OF THE JOSEPH A. PETTUS
AND JANE M. PETTUS REVOCABLE LIVING TRUST U//D APRIL 12, 2005

By: _____
Its: Jane Pettus, Trustee

Date: _____

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF LANCASTER	)	
	)	C.A. No. 2023-CP-29-01534
MTS CLT, LLC,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	DEFENDANT ROB BILBRO'S ANSWERS
	)	TO PLAINTIFF'S SECOND SET OF
	)	INTERROGATORIES
Jane M. Pettus, Trustee of The Joseph A.	)	
Pettus and Jane A. Pettus Revocable	)	
Living Trust U/I/D April 12, 2005, and	)	
Rob Bilbro,	)	
	)	
Defendants.	)	
	)	

Pursuant to Rules 33 and 26 of the South Carolina Rules of Civil Procedure, Defendant Rob Bilbro ("Bilbro"), through undersigned counsel, hereby submits his answers to Plaintiff's Second Set of Interrogatories. In setting forth these answers, Bilbro does not waive the attorney-client, work-product or other privilege or immunity from disclosure which may attach to information requested or responsive to the interrogatories. Bilbro does not concede the relevance or materiality of the interrogatory, or the subject matter to which the interrogatories refer.

These answers are submitted by Bilbro subject to, and without in any way waiving or intending to waive, but on the contrary intending to reserve and reserving:

All questions as to competency, relevancy, materiality, privilege and admissibility as evidence for any purpose of any of the documents referred to or answers given, or the subject matter thereof, in any subsequent proceeding, or in the trial of this action or any other action or proceeding;

The right to object to other discovery procedures involving or relating to the subject matter of the interrogatories to which are herein responded; and

The right at any time to revise, correct, add or clarify any of the answers set forth herein or documents referred to herein.

INTERROGATORIES

1. Identify any and all instances during the Relevant Period wherein you served as the real estate broker for a seller of real property located in Lancaster County, South Carolina, and the seller entered into a contract to sell their property to a real estate developer (regardless of whether the contract closed).

ANSWER: The following properties are responsive to this Interrogatory:

- a. 10749 Harrisburg Road (2020)
- b. 10749 Harrisburg Road (2021)
- c. 10695 & 10681 Harrisburg Rd (2021)
- d. 10622 Barberville Road (2025)

2. With regard to all instances identified in response to Interrogatory No. 1, identify each contract (including amendments to those contracts) the sellers entered into with a real estate developer.

ANSWER:

- a. 10749 Harrisburg Road – Land Purchase Contract between HHH Land, LLC and Kermit Hunter Patterson, Jr., Trustee of the Buddy Patterson Living Trust
- b. 10749 Harrisburg Road – Agreement for Purchase and Sale of Real Property between Llewellyn Development, LLC and Kermit Hunter Patterson, Jr., Trustee of the Buddy Patterson Living Trust
- c. 10695 & 10681 Harrisburg Rd 2021– Agreement for Purchase and Sale of Real Property between Llewellyn Development, LLC and Howard Mitchell Phillips III
- d. 10622 Barberville Road 2025 – Real Estate Sales Contract between M/I Homes of Charlotte, LLC and Sharon Watts Benfield, Successor Trustee of the Dorothy M. Pettus Revocable Living Trust dated January 29, 2009

3. With regard to all contracts identified in response to Interrogatory No. 2, identify whether the seller and the real estate developer closed on that contract.

ANSWER:

- a. 10749 Harrisburg Road 2020 – Did not close.

- b. 10749 Harrisburg Road 2021 – Did not close.
- c. 10695 & 10681 Harrisburg Rd 2021 – Did not close.
- d. 10622 Barberville Road 2025 – Has not closed but is currently under contract.

4. With regard to all contracts identified in response to Interrogatory No. 3 that did not close, identify and describe the reason(s) the contract did not close.

ANSWER:

- a. 10749 Harrisburg Road 2020 – Zoning would not allow the changes Purchaser requested.
- b. 10749 Harrisburg Road 2021 – Zoning would not allow the changes Purchaser requested.
- c. 10695 & 10681 Harrisburg Rd 2021 – Zoning would not allow the changes Purchaser requested.
- d. 10622 Barberville Road 2025 – N/A.

5. Identify any communications You have shared with Lancaster County Planning Commission, Lancaster County Water and Sewer District, and all other governmental and quasi-governmental entities relating to the contracts identified in response to Interrogatory No. 2.

ANSWER: Bilbro does not recall having any communications responsive to this

Interrogatory.

6. Identify any and all communications You have shared with Jane Pettus, Scott Pettus, and/or Allison Pettus regarding properties identified in response to Interrogatory No. 2.

ANSWER: Bilbro believes conversations occurred but does not have recollection of any of the details of said communications with Jane Pettus, Scott Pettus, and/or Allison Pettus regarding the identified properties.

7. Identify any and all instances wherein you have served as a real estate broker for a member of the Pettus family, including, but not limited to, Jane Pettus, Scott Pettus, Allison Pettus, and any cousins of Jane Pettus, Scott Pettus, and Allison Pettus.

ANSWER: Bilbro has been retained in regards to the following:

- a. 10749 Harrisburg Road - owned by Buddy Patterson
- b. Tax Map Number 0003-00-044.00 – owned by Providence West LLC, of which William E Robinson is the member
- c. Tax Map Numbers 0003-00-049.17 & 0003-00-49.13 – owned by Mary and Dean Glace
- d. 1606 Tranquility Boulevard – owned by Jane Pettus

8. With regard to each instance identified in response to Interrogatory No. 7, identify whether you represented the seller of real property, or the purchaser of real property.

ANSWER: Bilbro represented the seller of each of these properties.

9. With regard each instance identified in response to Interrogatory No. 7, identify any and all contracts (including amendments thereto) that were entered into with respect to the underlying properties.

ANSWER:

- a. 10749 Harrisburg Road – Agreement of Purchase and Sale between Kermit Hunter Patterson, Jr., Trustee, The Buddy Patterson Living Trust and Lancaster County School District
- b. Tax map # 0003-00-044.00 – Agreement of Purchase and Sale between Providence West LLC and Lancaster County School District
- c. Tax map # 0003-00-049.17 & 0003-00-49.13 – Agreement of Purchase and Sale between Alexander Glace and Mary Crowder Grace, Trustees of the Dean Alexander Glace and Mary Crowder Glace Joint Living Trust Dated July 30, 2007 and Lancaster County School District
- d. 1606 Tranquility Blvd – Agreement/Contract: To Buy and Sell Real Estate between Pamela J Peters and The Joseph A Pettus & Jane M Pettus Revocable Living Trust

10. With regard to all contracts identified in response to Interrogatory No. 9, identify and describe whether those contracts were closed upon.

ANSWER: Each of the identified contracts closed.

11. With regard to all contracts identified in response to Interrogatory No. 9 that were not closed upon, identify and describe the reason(s) the contract was not closed upon.

ANSWER: Each of the identified contracts closed.

12. Identify any and all communications you have shared with Kathy Garner relating to the negotiation of the proposed second amendment to the Contract.

ANSWER: Bilbro objects to this interrogatory because it has already been handled through previous discovery requests, and therefore is overly burdensome. Subject to this objection, Bilbro has produced all written/electronic communications with Mrs. Garner, and therefore Plaintiff can refer to the production for any communications that relate to the Interrogatory. Bilbro does not recall details of any telephone conversations concerning the second amendment to the Contract.

13. Identify and describe Your method for calculating the value of the Property upon re-listing the Property in or around November 2023.

ANSWER: Bilbro utilized the following methodology: By using values of similar comparable properties that were previously sold or the listing amount for currently active listings, and adjusting those for factors including, but not limited to, total acreage.

14. Identify any and all communications you have shared with Jane Pettus, Scott Pettus, and/or Allison Pettus relating to the decision to re-list the Property.

ANSWER: Bilbro objects to this interrogatory because it has already been handled through previous discovery requests, and therefore is overly burdensome. Subject to this objection, Bilbro has produced all non-privileged and non-protected written/electronic communications with Jane Pettus, Scott Pettus, and/or Allison Pettus, and therefore Plaintiff can refer to the production for any communications that relate to the Interrogatory. Bilbro does not recall the specific dates or contents of any specific conversations with these individuals concerning re-listing; however, the result of any such communications was in part to determine a fair market price of \$6,000,000 to list the property at.

15. Identify the earliest date that it was proposed (by You or anyone else) to re-list the Property after entering into the Contract.

ANSWER: Bilbro does not recall a specific date such discussions would have started. However, upon information and belief, such discussions would have started in July 2023 for the purpose of discussing what would happen if the Plaintiff did not close. No plans to re-list were determined until after the September 2023 right to cure deadline had passed.

16. Identify who made the decision to re-list the Property in or around November 2023.

ANSWER: Jane Pettus, as the owner, made the decision.



Lawrence M. Hershon (SC Bar No. 77514)
The Hershon Law Firm, P.A.
1565 Sam Rittenberg Blvd., Suite 103
Charleston, SC 29407
Telephone: 843-829-2022
Facsimile: 843-829-2023
lawrence@hershonlawfirm.com

Attorney for Defendant Rob Bilbro

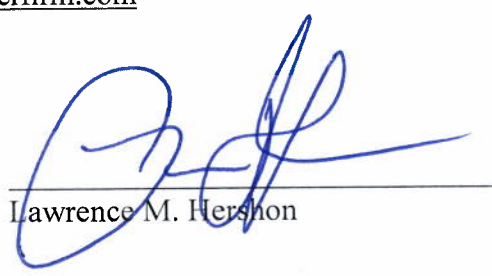
June 4, 2025
Charleston, South Carolina

CERTIFICATE OF SERVICE

I hereby certify that on this 11th day of June, 2025, the foregoing ***DEFENDANT ROB BILBRO'S ANSWERS TO PLAINTIFF'S SECOND SET OF INTERROGATORIES*** was served by emailing a copy of the same addressed as follows:

J. Kemper Patton
Brooks, Pierce, McLendon
Humphrey & Leonard, LLP
P.O. Box 1800
Raleigh, NC 27602
kpatton@brookspierce.com

Jeremy D. Melville
Spencer & Spencer, P.A.
P.O. Box 790
Rock Hill, SC 29731
jdm@spencerfirm.com



Lawrence M. Hershon

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS)

COUNTY OF LANCASTER)

C.A. No. 2023-CP-29-01534)

MTS CLT, LLC,)

Plaintiffs,)

v.)

VERIFICATION

Jane M. Pettus, Trustee of The Joseph A.)

Pettus and Jane A. Pettus Revocable)

Living Trust U/I/D April 12, 2005, and)

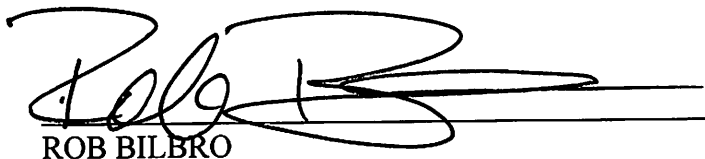
Rob Bilbro,)

Defendants.)

Rob Bilbro, being first duly sworn upon oath, deposes and says:

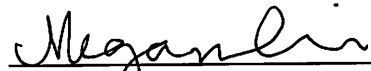
I, Rob Bilbro, have read Defendant Rob Bilbro's Answers to Plaintiff's Second Set of Interrogatories and know the contents contained in the answers. The facts stated therein are true and correct to the best of my knowledge, except as to those matters stated upon information and belief, and, as to them, I believe them to be true.

FURTHER AFFIANT SAYETH NAUGHT.



ROB BILBRO

SWORN and subscribed to before
me this 11th day of June 2025.



(L.S.)

Notary Public for State of North Carolina

Notary Name (printed): Megan PriceMy Commission Expires: 12/05/2028**MEGAN PRICE**

Notary Public

Mecklenburg Co., North Carolina

My Commission Expires Dec. 5, 2028