STATE OF SOUTH CAROLINA
In The Court Of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

Robin B. Stilwell, Circuit Court Judge

RECEIVED
MAY 16 2017
SC Court of Appeals

Appellate Case No.: 2015-002648

ABC Amusements, Inc., and Scott Wiener ..... Respondents,

vs.

Michael O. Howard, High-Lite Rides, Inc., and MGR Rides, LLC ..... Appellants.

RECORD ON APPEAL

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AMENDED INDEX

	Page
Index	1
Complaint filed 08/21/2013	3
Amended Answer and Counterclaim filed 12/16/2013	8
Third Amended Answer and Counterclaim filed 10/13/2015	32
Order Denying Defendants' Motion for Summary Judgment filed 10/10/2014	42
Pre-Trial Brief filed 11/09/2015	43
Verdict filed 11/16/2015	99
Respondent's Post Trial Motions filed 11/17/2015	102
Appellants' Post Trial Motions filed 11/23/2015	104
Order of Judge Robin Stilwell Denying Attorneys' Fees and Costs filed 11/20/2015	109
Order of Judge Robin Stilwell Denying Post-Trial Motions filed 12/07/2015	110
Notice of Appeal filed 12/29/2015	111
Partial Satisfaction of Judgment filed 05/23/2016	112
Transcript of Proceedings pp. 20-21, 39-41, 58-66, 91-92, 102-111, 113-117, 131, 137, 142-156, 163-169, 173, 189-190, 197, 200, 204- 206, 221-222, 224-225, 230-232, 234, 241-243, 246-247, 249, 261, 263- 268, 364-374, 382-383, 408-411, 423-443, 450, 498-500, 504, 506-513, 526, 535, 537, 556-557, 564-566, 569	113

Exhibits

Plaintiffs' Exhibit Nos.: 1, 3, 4, and 6 – 12	248
Defendants' Exhibit Nos.: 1, 2, 6, 10, 12, 13 - 17, 22, and 23	410
Court's Exhibit No.: 2 (*De Bene Esse* Deposition of Michael Reisinger, pp. 9-14, ln. 1, is listed in the Designation of Matter as Court's Exhibit No.: 3)	458

Court's Exhibit No.: 3 (Deposition of Michael Howard, p. 40-41 and Exhibit 1)..... 465

Court's Exhibit No.: 4 (*De Bene Esse* Deposition of Max Pfeiffer p. 7, ln. 22 – p. 12, ln. 10)..... 467

Court's Exhibit No.: 5 (*De Bene Esse* Deposition of Ed Brown, p. 10, ln. 5 – p. 14, ln.16) 474

Court's Exhibit No.: 3 (Exhibit 1 to the Deposition of Michael Howard)..... 480

Transcript of Proceeding p. 424-434 (inadvertently excluded) 495

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	THIRTEENTH JUDICIAL CIRCUIT
	)	
	)	C.A. No. 2013-CP-23-04588
	)	
ABC Amusements, Inc. and Scott Wiener,	)	
	)	
Plaintiffs,	)	
	)	**COMPLAINT**
v.	)	**(Jury Trial Demanded)**
	)	
Michael O. Howard, High-Lite Rides, Inc. and MGR Rides, LLC.	)	
	)	
Defendants.	)	

2013 AUG 21 P 2:49
FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENSIMER

Plaintiffs, ABC Amusements, Inc. and Scott Wiener, (hereinafter "Plaintiffs") complaining of Defendants Michael O. Howard, High-Lite Rides, Inc. and MGR Rides, LLC (hereinafter "Defendants") assert the following:

JURISDICTION AND VENUE

1. One or more Plaintiffs entered into a contract with one or more Defendants for the purchase and sale of equipment and other matters (hereinafter "The Agreement") in Greenville County, South Carolina and which concerned a business and equipment located in Greenville County, South Carolina.

2. Upon information and belief, the Defendant Michael O. Howard is a citizen and resident of Greenville County, South Carolina.

3. Upon information and belief, the Defendant High-Lite Rides, Inc. is a South Carolina Corporation doing business in Greenville County, South Carolina.

4. Upon information and belief, the Defendant MGR Rides, LLC is a South Carolina limited liability company doing business in Greenville County, South Carolina.

5. Jurisdiction and Venue are proper in this Court due to the above allegations.

FOR A FIRST CAUSE OF ACTION
(Breach of Contract)

6. Plaintiffs herein restate and re-allege the prior allegations of this Complaint as if contained herein verbatim.

7. On or about April 2010, Plaintiffs entered into the Agreement relating to the purchase of certain equipment and other matters with one or more Defendants whereby Plaintiffs agreed to buy equipment for the purchase price of $633,000.00.

8. The Agreement also provided for a non-competition agreement whereby one or more Defendants were prohibited from competing with the business Plaintiffs purchased under the Agreement.

9. The Agreement also required one or more Defendants to refer clients to Plaintiffs.

10. One or more Defendants breached its contract with Plaintiffs in the following particulars to wit:

A. One or more Defendants have breached the non-competition clause in the contract;

B. One or more Defendants failed to deliver all of the equipment which Plaintiffs purchased pursuant to the Agreement;

C. One or more Defendants failed to refer customers inquiring about amusement rides, carnivals and events to Plaintiffs during the 10-year non-competition period; and

D. One or more Defendants profited on numerous occasions in direct violation of the 10-year non-competition agreement through failure to refer clients to one or more Plaintiffs and also by operating carnivals and other events in direct competition with one or more Plaintiffs.

11. As a result of one or more Defendant's breach, Plaintiffs are entitled to actual damages caused as a result of such breach in an amount to be determined by the trier of fact along with the attorney's fees and costs of this action pursuant to the Agreement.

FOR A SECOND CAUSE OF ACTION
(Breach of Contract Accompanied by a Fraudulent Act)

12. Plaintiffs herein restate and re-allege the prior allegations of this Complaint as if contained herein verbatim.

13. For the reasons asserted above, one or more Defendants breached its contract with Plaintiff.

14. One or more Defendants, in failing to comply with the contract terms, have engaged in dishonesty, unfair dealing, and unlawful detention of the equipment Plaintiffs purchased as outlined in the Agreement.

15. These fraudulent acts and mal intentions relate to the breach of contract as set forth above.

16. As a result, Plaintiffs are entitled to actual damages, punitive damages, and all other damages as determined by the trier of fact along with the attorney's fees and costs of this action pursuant to the Agreement.

FOR A THIRD CAUSE OF ACTION
(Conversion)

17. Plaintiffs herein restate and re-allege the prior allegations of this Complaint as if contained herein verbatim.

18. Plaintiffs, under the terms of the Agreement, have a right to possession of the equipment as agreed upon by the parties.

19. One or more Defendants, in violation of the Agreement, failed to deliver all of the equipment at the time of sale, as required by the Agreement.

20. One or more Defendants have wrongfully detained Plaintiffs property.

21. Plaintiffs have requested delivery of the equipment and one or more Defendants have failed to comply with Plaintiff's demand.

22. One or more Defendants acts were reckless, willful and/or with a conscious indifference to the rights of Plaintiffs.

23. As a result of one or more Defendant's conversion, Plaintiffs are entitled to actual damages and interest thereon from the date of the Agreement, punitive damages, and all other damages as determined by the trier of fact along with the attorney's fees and costs of this action pursuant to the Agreement.

WHEREFORE, the Plaintiffs pray as follows:

1. For a finding of Breach of Contract against one or more Defendants;
2. For a finding of Breach of Contract Accompanied by a Fraudulent Act against one or more Defendants;
3. For a finding of Conversion against one or more Defendants;
4. An award of actual, consequential, and punitive damages against one or more Defendants along with attorney's fees and costs in this action.

5. A trial by Jury; and

6. For such other and further relief as this Court may deem just and proper.

Respectfully submitted,

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Attorneys for Plaintiffs

Greer, South Carolina
August 21, 2013

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

IN THE COURT OF COMMON PLEAS

ABC Amusements, Inc. and Scott Weiner,

Plaintiff(s),

vs.

Michael O. Howard, High-Lite Rides, Inc. and MGR Rides, LLC,

Defendant(s).

C. A. No. 2013-CP-23-04588

AMENDED ANSWER
COUNTERCLAIM

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENSIMER
2013 DEC 16 AM 9 35

TO: PLAINTIFFS NAMED ABOVE:

The above-named Defendants, Michael O. Howard, High-Lite Rides, Inc., and MGR Rides, LLC (hereinafter referred to as "Defendants") while reserving all rights afforded under any pending or concurrently filed motions contained herein, would respectfully amend their response to the Complaint of the Plaintiff as follows:

AMENDED ANSWER TO COMPLAINT

FOR A FIRST DEFENSE

(General Denial)

1. Defendants deny each and every allegation contained in Plaintiffs' Complaint where not hereinafter specifically admitted, modified, controverted, or explained.

2. As to the allegations of Paragraphs One, Defendants admit that Defendant Michael O. Howard (hereinafter "Howard") entered into an agreement (hereinafter "Agreement") with the Plaintiffs for the purchase and sale of certain equipment. The remaining allegations of Paragraph One are denied.

3. Defendants deny the allegations of Paragraphs Two, Three, Four, and Five.

4. In responding to Paragraph Six of the Plaintiffs' Complaint, this is a re-allegation paragraph which does not require a response. However, to the extent a response is deemed required, said allegations contained therein are hereby denied where inconsistent with the foregoing.

5. As to the allegations of Paragraph Seven of the Plaintiffs' Complaint, Defendants admit that Howard entered into the Agreement with the Plaintiffs for the purchase of certain equipment for the purchase price of $633,000.00. The remaining allegations of Paragraph Seven are denied.

6. As to the allegations of Paragraph Eight, Defendants admit that the Agreement alludes to a non-compete agreement. Defendants deny the remaining allegations of Paragraph Eight.

7. The allegations of Paragraphs Nine, Ten, including subparts A-D, and Eleven are Denied. Defendants further assert that Defendants High-Lite Rides, Inc. and MGR Rides, LLC are not parties to the Agreement, and therefore, have no duties or contractual obligations to the Plaintiffs.

8. In responding to Paragraph Twelve of the Plaintiffs' Complaint, this is a reallegation paragraph which does not require a response. However, to the extent a response is deemed required, said allegations contained therein are hereby denied where inconsistent with the foregoing.

9. The allegations of Paragraphs Thirteen, Fourteen, Fifteen, and Sixteen are denied. Defendants re-assert that Defendants High-Lite Rides, Inc. and MGR Rides, LLC are not parties to the Agreement, and therefore, have no duties or contractual obligations to the Plaintiffs.

10. In responding to Paragraph Seventeen of the Plaintiffs' Complaint, this is a reallegation paragraph which does not require a response. However, to the extent a response is deemed required, said allegations contained therein are hereby denied where inconsistent with the foregoing.

11. In responding to Paragraphs Eighteen of the Plaintiffs' Complaint, Defendants assert that the only piece of equipment that was part of the Agreement that Plaintiffs do not possess is the certain piece of equipment referred to as a "BERRY GO ROUND." Defendant Howard further asserts that the "BERRY GO ROUND" has always been available for the Plaintiffs to pick up; however, Plaintiff Weiner informed Defendant Howard that he does not need the "BERRY GO ROUND."

12. Defendants deny the allegations of Paragraphs Nineteen, Twenty, Twenty-One, Twenty-Two, and Twenty-Three of the Plaintiffs' Complaint.

FOR A SECOND DEFENSE
(Failure to Mitigate Damages)

13. All allegations contained within the First Defense are incorporated herein and made a part hereof, where not inconsistent with the foregoing defense.

14. Defendants allege that the Plaintiffs have failed to mitigate their damages in the manner provided for by law. Such failure to mitigate is thus pled as a complete defense and bar to their claim.

15. Defendants requests that the Court dismiss the Plaintiffs' prayer for damages in its entirety or, in the alternative and in the event that it is determined that the Plaintiff is entitled to a judgment against these Defendants, said judgment be reduced by an appropriate amount for the Plaintiffs' failure to mitigate their damages.

FOR A THIRD DEFENSE

(Motion to Dismiss, Rule 12(b)(6))

16. All allegations contained within the First and Second Defenses are incorporated herein and made a part hereof, where not inconsistent with the foregoing defense.

17. Defendants, by and through their undersigned counsel, will move before the presiding Judge pursuant to Rule 12(b)(6), SCRCP, for an Order dismissing the Summons and Complaint in this matter for the Plaintiffs' failure to state facts sufficient to constitute a cause of action against these Defendants.

FOR A FOURTH DEFENSE

(Waiver of Breach or Performance)

18. All allegations contained within the First. Second, and Third Defenses are incorporated herein and made a part hereof, where not inconsistent with the foregoing defense.

19. Due to the actions of the Plaintiff as set forth herein in Defendants' counterclaim, Plaintiff waived the right to enforce the Contract against the Defendants or demand that Defendants specifically perform the Contract.

FOR A FIFTH DEFENSE

(Motion to Dismiss High-Lite Rides, Inc. and MGR Rides, LLC as a Party)

20. All allegations contained within the First. Second, Third, and Fourth Defenses are incorporated herein and made a part hereof, where not inconsistent with the foregoing defense.

21. Defendants High-Lite Rides, Inc. and MGR Rides, LLC are not parties to the Agreement. Since there is no privity of Contract between the Plaintiffs and High-Lite Rides,

Inc. and MGR Rides, LLC, both parties should be dismissed as a matter of law.

FOR A SIXTH DEFENSE
(Laches)

22. All allegations contained within the First, Second, Third, Fourth, and Fifth Defenses are incorporated herein and made a part hereof, where not inconsistent with the foregoing defense.

23. Plaintiff is barred from seeking any relief against the Defendants based upon the equitable doctrine of laches.

24. Defendants reserve the right to add any and all additional defenses as they become known through discovery or investigation.

FOR A SEVENTH DEFENSE AND BY WAY OF DEFENDANT HOWARD'S COUNTERCLAIM
(Breach of Contract/Debt Collection)

25. All allegations contained within the First, Second, Third, Fourth, Fifth, and Sixth Defenses are incorporated herein and made a part hereof, where not inconsistent with the foregoing defense.

26. In exchange for the delivery of certain equipment to the Plaintiffs, the Agreement requires the Plaintiffs to make payments to the Defendant Howard pursuant to the amortization schedule attached to the Agreement, attached hereto as **Exhibit "A"**.

27. Plaintiffs have failed to make all payments to the Defendant Howard.

28. As a direct and proximate result of this breach of contract, Defendant Michael O. Howard has incurred actual, incidental, and consequential damages for which the Plaintiffs are obligated to pay the Defendant Howard.

29. Defendant Howard is entitled under statutory and common law to collect these damages with interest and any other incidental and consequential damages from the Plaintiffs who are responsible for the breach of contract.

FOR AN EIGHTH DEFENSE AND BY WAY OF DEFENDANT HIGH-LITE RIDES, INC. COUNTERCLAIM
(Breach of Contract)

30. All allegations contained within the First, Second, Third, Fourth, Fifth, Sixth and Seventh Defenses are incorporated herein and made a part hereof, where not inconsistent with the foregoing defense.

31. Defendant High-Lite Rides, Inc. (hereinafter "High-Lite") is owned and operated by Michael 0. Howard, a citizen and resident of the County of Spartanburg, State of South Carolina.

32. High-Lite is in the business of manufacturing, building, repairing and/or refurbishing amusement rides.

33. The Agreement provides for the sale and purchase of certain amusement rides, a list of which is attached hereto as **Exhibit "B"**.

34. All of said amusement rides are titled in the name of High-Lite, with a certificate issued by the South Carolina Department of Motor Vehicles.

35. High-Lite is a secured party with a priority security interest in all of the amusement rides.

36. Pursuant to section 1.3 of the Agreement, title to the amusement rides shall not be transferred to the Plaintiffs/Counter-Defendants until payment is made in full. Counter-Defendants have not paid for the Equipment in full pursuant to the terms of the

Agreement, and furthermore, are delinquent in their payments.

37. All amusement rides must meet certain industry standards to be safe for the public's use and enjoyment. Therefore, to best ensure the safety of the amusement rides, Defendant Howard and the Plaintiffs agreed, pursuant to Article 8 of the Agreement, that High-Lite be the single source for maintenance and mechanical support of the amusement rides during the payment period of the Agreement. It was also Defendant Howard's and the Plaintiffs' intent and understanding that High-Lite would receive the benefit of the income from the maintenance and mechanical support of the amusement rides.

38. Because the Agreement was made, in part, for the direct benefit of High-Lite, a third-party, then High-Lite is a third-party beneficiary of the Agreement and has the right to enforce the Agreement.

39. Mr. Howard transferred or made sufficiently available, all of the amusements rides sold under the Agreement to the Plaintiffs/Counter-Defendants.

40. In violation of Article 8.2 of the Agreement, the Plaintiffs/Counter-Defendants used other companies for repair and maintenance of said equipment depriving High-Lite of income from the repair of the equipment and depriving High-Lite the ability to maintain the amusement rides to High-Lite's standards and standards required in the industry.

41. Upon information and belief, Plaintiffs/Counter-Defendants have either failed to maintain the amusement rides according to industry standards, or, have modified or repaired the amusements rides in such a manner as to reduce their fair market value.

42. Michael 0. Howard and the Plaintiffs/Counter-Defendants entered into an Agreement, with good and valuable consideration provided, intending to create a direct benefit to High-Lite.

43. Plaintiffs/Counter-Defendants deprived High-Lite of its benefits under the Agreement by using other companies, rather than High-Lite, to maintain and repair the amusement rides.

44. As a direct and proximate result of the breach of contract, High-Lite incurred, and continues to incur, damages for which the Plaintiffs/Counter-Defendants are obligated to pay High-Lite.

45. High-Lite's damages are as follows:

a. Past, Present and Future loss of income for maintenance and repair of the amusement rides;

b. Due to Plaintiffs/Counter-Defendants' failure to maintain the amusement rides according to High-Lite's and industry standards, the loss of fair market value of the amusement rides for which High-Lite holds a security interest.

46. High-Lite is entitled under statutory and common law to collect these damages and any other incidental, consequential, and punitive damages from the Plaintiffs/Counter-Defendants who are responsible for the breach of contract.

WHEREFORE, Defendants pray that this Court:

(a) Enter an order dismissing the Plaintiffs' Complaint with prejudice;

(b) Grant Judgment together with interest to Defendants Howard and High-Lite against the Plaintiffs for actual and punitive damages for Defendants' counterclaims;

(c) Award Defendants their cost and expenses, including reasonable attorney's fees, incurred in the defense of this action; and,

(d) Award Defendants any further relief that this Court deems just and proper.

Respectfully submitted,

DUGGAN & HUGHES, LLC

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DANIEL R. HUGHES (SC Bar #72547)
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ATTORNEYS FOR THE DEFENDANTS

Date: December 11, 2013
Greer, South Carolina

DEFENDANTS DEMAND A JURY TRIAL.

DUGGAN & HUGHES, LLC

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DANIEL R. HUGHES (SC Bar #72547)
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Facsimile: (864) 879-0149

ATTORNEYS FOR THE DEFENDANTS

Date: December 11, 2013
Greer, South Carolina

EXHIBIT
tabbies
A

AGREEMENT FOR PURCHASE AND SALE OF EQUIPMENT

THIS AGREEMENT FOR PURCHASE AND SALE OF EQUIPMENT (hereinafter call AAgreement@) dated April 1, 2010 by and among ABC Amusements (hereinafter referred to as Purchaser), Scott Wiener, an individual residing in Greenville County, South Carolina who is the sole owner of the Purchaser (hereinafter referred to as Wiener), and Michael O. Howard an individual residing in Greenville County, South Carolina who is the sole owner of the equipment to be sold, (hereinafter referred to as Seller).

RECITALS:

WHEREAS, Purchaser is a South Carolina company engaged in the business of amusement rides with its principal place of business at 286 Rocky Creek Road, Greenville, South Carolina 29615;

WHEREAS, Wiener an individual residing at 930 Old Williamston Road, Piedmont, SC 29673 who is the sole owner of the Purchaser;

WHEREAS, Seller an individual residing at 472 Pearson Road, Greer, South Carolina 29651 who is the owner of all the equipment to be sold; and

WHEREAS, Purchaser, Seller and Wiener desire to enter into this Agreement relating to the purchase of certain equipment and other activities relating solely to the Business.

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants, conditions, and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

ARTICLE I
THE TRANSACTION

1.1 Purchase and Sale of Equipment. Subject to the terms and conditions of this Agreement, Seller agrees to sell and Purchaser agrees to buy the Equipment (as hereinafter defined) (as hereinafter referred to as Equipment).

1.2 Purchased Equipment. The Equipment to be purchase is detailed in attached "A" and is sold "as is", "where is" and "how is". Seller makes no warranties.

1.3 Transfer of Title. Seller agrees to transfer title of the equipment when Purchaser has paid for the equipment in full including any outstanding maintenance and late penalties. Until the all the Equipment is paid in full the title to the Equipment shall remain with the Seller.

ARTICLE II
CONSIDERATION FOR EQUIPMENT

2.1 Purchase Price. The purchase price (APurchase Price@) for the Equipment shall be Six Hundred and Thirty-Three Thousand and No/100 ($633,000.00) Dollars.

2.2 Payment Schedule. The Purchase Price set forth in Section 2.1 above shall be paid in installments on the following Schedule: Ten Thousand dollars shall be paid at signing of this agreement then starting in May 1,2010 payment of eight thousand and three hundred and thirty-three dollars and thirty-three cents ($8,333.33) shall be made for six (6) months on the first day of each month. In the year 2011, no payments for the first six months then starting in May 1,2011 payment of eight thousand and three hundred and thirty-three dollars and thirty-three cents ($8,333.33) shall be made for six (6) months on the first day of each month. In the year 2012, no payments for the first six months then starting in May 1,2012 payment of thirteen thousand and seven hundred and thirty-eight dollars and twenty cents ($13,738.20) shall be made for six (6) months on the first day of each month. In the year 2013, no payments for the first six months then starting in May 1, 2013 payment of thirteen thousand and seven hundred and thirty-eight dollars and twenty cents ($13,738.20) shall be made for six (6) months on the first day of each month. In the year 2014 and for each year thereafter until paid in full the payment schedule shall be the same as the year 2013.

2.3 Interest on the outstanding balance. The portion of the Purchase Price which remains unpaid shall be subject to an interest rate of 2% per year calculated on a monthly rate of 0.1667%.

2.4 Promissory Note. Six Hundred and Twenty-Three Thousand and No/100 ($623,000.00) Dollars shall be paid by Purchaser to Seller in the form of a Promissory Note having a term of ten (10) years and interest at eight percent (2%) per annum, and payable per the schedule of para. 2.1 above with interest accumulating starting one (1) month after the date of execution.

2.5 Security for Promissory Note. The negotiable Promissory Note delivered by Purchaser to Seller referred to in Section 2.4 above shall be personally guaranteed by Wiener.

2.6 Pre-Payment Penalties. Purchaser may pre-pay or pay in full at any time without penalties.

ARTICLE III
ADDITIONAL AGREEMENTS WITH SELLER

3.1 Non-Competition Agreement. Purchaser and Seller shall execute a Non-Competition Agreement to prohibit Seller from competing with the business of Purchaser under the terms and conditions specified in that Agreement.

ARTICLE IV
THE SALE AND TRANSFER OF EQUIPMENT

4.1 Sale. The sale and transfer of equipment shall occur at 10:00 a.m. on or before April 30, 2010, or at such other time as may be mutually agreed upon by the parties at the offices of _____. located at _____, Greenville, South Carolina. Upon consummation, the Sale shall be deemed to have been effective as of the Effective Date.

4.2 Deliveries by Purchaser.

At the Sale, Purchaser shall deliver the following:

(a) A cashier's check or wire transfer payable to Seller in the amount of Ten Thousand Dollars ($10,000.00);

(b) A Promissory Note made payable to Seller in the amount of Six Hundred and Twenty-Three Thousand and No/100 ($623,000.00) Dollars, with personal guarantee of payment by Wiener appended thereto, as provided for in Section 2.5;

(c) Non-Competition Agreement between Purchaser and Seller;

4.3 Deliveries by Seller. At the sale, Seller shall deliver the following:

(a) Seller shall provide access to the equipment and any documentation as may be required by Purchaser that Purchaser is owner of the equipment

(b) Non-Competition Agreement between Purchaser and Seller;

(c) All remaining rides will be completed by 9/01/2010

Ferris Wheel 8/01/10 SW

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF SELLER AND PURCHASER

Seller and Purchaser, jointly and severally, represent and warrant to Purchaser and Morgan as of the Closing Date as follows:

6.1 Authority. Seller and Purchaser have the full legal right, power and authority, without the consent of any other person, to execute and deliver this Agreement and the agreements to be delivered at the sale and to carry out the transactions contemplated hereby and thereby.

6.2 Properties.

(a) All the Equipment owned by Seller has been inspected by Purchaser and are so AAs is@ , "Where is" , and "How is" without any warranty of merchantability or fitness.@ **THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS ATTACHED TO ANY OF THE PROPERTY TO BE TRANSFERRED TO PURCHASER.**

ARTICLE VIII
COVENANTS OF SELLER AND PURCHASER

Seller and Purchaser, jointly and severally, hereby agree to keep, perform, and fully discharge the following covenants and agreements:

8.2 Storage of Equipment. Purchaser may store Equipment at Seller's facilities at 472 Pearson Road, Greer, SC, at no cost to Purchaser.

8.2 Maintenance and Mechanical Support. Purchaser agrees to use High Lite Rides as its single source for Maintenance and Mechanical Support during the payment period and until the Equipment is full paid. Any and all maintenance and mechanical support will be billed at High Lites Rides normal billing rate. Maintenance and Mechanical Support invoice are due and payable at time of service. Should any maintenance and Mechanical support invoices not be paid within 30 days it would be considered the same as breach in payment per para. ____

8.3 Purchase New Rides at Cost. Purchaser has the option to purchase new rides produced by High Lite Rides at cost.

8.4 Test New Rides. Purchaser agrees to field test new rides produced by High Lite Rides at no cost to Seller or High Lite Rides.

8.5 New Business. Seller agrees to refer all inquires about amusement rides (not equipment) to Purchaser during the 10 year non compete period.

ARTICLE IX
RIGHTS OF SELLER

Should Purchaser default on payments:

9.1 Notice to Purchaser. Ten days after any failure of Purchaser to make payment on schedule as defined herein, Seller shall notify Purchaser of payment failure by US Mail.

9.2 Execution to Recover. Thirty days after any failure of Purchaser to make payment on schedule as defined herein with notice as required by para 8.1, Seller may declare the Promissory Note in default and seek recovery of the Equipment by all legal means. Seller may declare all payments on the Promissory Note see article 9.3.

9.3 Purchaser and seller agree to sell equipment to cover note.

ARTICLE X
MUTUAL COVENANTS

10.1 Expenses. Each of the parties hereto shall pay all costs and expenses incurred by such party in connection with the transactions contemplated by this Agreement, whether or not the transactions contemplated hereby are consummated.

10.2 Confidentiality; Public Announcements. Each party will and will cause its employees and agents to hold in strict confidence, unless disclosure is compelled by judicial or administrative process, or in the opinion of its counsel, by other requirements of law, all Confidential Information and will not disclose the same to any Person. The party gaining access to such Confidential Information shall exercise the same degree of care with respect thereto that any such party uses to preserve and safeguard its own confidential proprietary information. Confidential Information shall be used only for the purpose of and in connection with consummating the transaction contemplated herein. None of the parties hereto shall make any disclosure to the public or concerning this Agreement or the transactions contemplated hereby other than with the express written consent of the other parties hereto, except as may be required by law, or by rule, regulation or announcement of a governmental or quasi-governmental agency. To the extent reasonably practicable, any press release or trade notice proposed to be issued by any party hereto shall be submitted to the other parties hereto for approval, which approval shall not be unreasonably withheld or delayed. Neither party shall offer nor share any information to any third person to the detriment of the other.

10.3 Further Assurances. Each party hereto agrees to execute and deliver promptly such instruments and take such other actions as any other such party may reasonably request in order to carry out the intent of this Agreement.

ARTICLE XI
SURVIVAL, INDEMNIFICATION AND HOLDBACK REDUCTION EVENT

11.1 Indemnification.

(a) Seller agrees to indemnify and hold Purchaser and its officers, directors, shareholders, and employees harmless from and against any and all claims, demands, expenses, charges, losses, damages (including, without limitation, punitive from a third party judgement and consequential damages), liabilities, and obligations (including, without limitation, reasonable attorney fees and other costs and expenses of the indemnified party incurred in defense or otherwise incident thereto) whether or not any liability or payment obligation or judgment is ultimately imposed against the indemnified party arising out of, based on, or relating to any facts or

circumstances (i) that would constitute a material breach by either party of any representation, warranty, or covenant contained herein or in any agreement executed pursuant hereto; (ii) in respect of any liability, payment or obligation of either party, including any liability or obligation arising out of or related to facts or circumstances existing prior to the closing or the operation of the Business prior to the closing; (iii) resulting from or arising out of any third party action, whether by a governmental authority or other third party for damages, including fines and penalties or cleanup costs or other compliance costs under any environmental law arising out of or caused in whole or in part by the operations of Seller prior to the sale or the condition of any property occupied by Seller on the date of the sale.

(b) Purchaser agrees to indemnify and hold harmless Seller and its officers, directors, shareholders, and employees from and against any and all claims, demands, expenses, charges, losses, damages (including, without limitation, punitive from a third party judgement and consequential damages), liabilities and obligations (including, without limitation, reasonable attorney=s fees and other costs and expenses of the indemnified party incurred in defense of or otherwise incident thereto) whether or not any liability or payment obligation or judgment is ultimately imposed against the indemnified party arising out of, based on, or relating to any facts or circumstances: (i) that would constitute a material breach by Purchaser of any representation, warranty, or covenant contained herein or in any agreement executed pursuant hereto; (ii) in respect to any liability, payment, or obligation of Purchaser arising solely out of facts or circumstances arising after the sale.

(c) The rights to indemnification provided in this Section 11.2 shall be in addition to any other rights of indemnification in favor of any of the parties contained elsewhere in this Agreement.

11.2 Provisions of General Application Regarding Indemnification. With respect to any right of indemnification arising under this Agreement, the following provisions shall apply:

(a) Notice. Within thirty (30) days of knowledge of any dispute or potential claim or action or the assessment of any claim (to which a right of indemnification hereunder may reasonably apply) by a third party, the Party(ies) receiving such notice of commencement shall give the other Party(ies) written notice thereof, together with a copy of such claim, and the Indemnifying Party(ies) shall have the right to undertake the defense thereof by representatives of its own choosing.

(b) Defense Rights. In the event that the Indemnifying Party(ies) by the thirtieth (30th) day after receipt of notice of any such claim (or, if earlier by the tenth (10th) day preceding the day on which an answer or other pleading must be served in order to prevent judgment by default in favor of the person asserting such claim), does not elect to defend against such claim, the

Indemnified Party will (upon further notice to the Indemnifying Party(ies)) have the right to undertake the defense, compromise or settlement of such claim in any reasonable manner on behalf of and for the amount and risk and expense of the Indemnifying Party(ies), subject to the right of the Indemnifying Party(ies) to assume the defense of such claim at any time prior to settlement, compromise or final determination thereof.

(c) Settlement. Anything in this Agreement to the contrary notwithstanding, (a) if there is a reasonable probability that a claim may materially and adversely affect the Indemnifying Party(ies) other than as a result of money damages or other money payments, the Indemnifying Party(ies) shall have the right, at its own cost and expense, to compromise or settle such claim in any reasonable manner, but (b) the Indemnifying Party(ies) shall not, without prior written consent of the Indemnified Party(ies), settle or compromise any claim or consent to the entry of any judgment which does not include as an unconditional term thereof the giving by the claimant or the plaintiff to the Indemnified Party(ies) a release from all liability in respect of such claim. In any event, all Parties shall retain the right to participate in the defense of any such claim.

(d) Interest. All claims for indemnification under this Section 11 shall bear simple interest from the date actual financial loss respecting such indemnification claim is incurred by the Indemnified Party(ies) at the rate of eight percent (8%)percent per annum until such claim for indemnification is paid in full by the Indemnifying Party(ies).

ARTICLE XII
GENERAL PROVISIONS

12.1 Amendments and Wavier. No amendment, waiver or consent with respect to any provision of this Agreement shall in any event be effective, unless the same shall be in writing and signed by the party intended to be bound thereby, and then such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

12.2 Notices. All notices, requests, demands and other communications hereunder shall be in writing delivered in person or sent by registered or certified mail, postage prepaid, or by telecopy, telegram or telex as follows:

If to Seller and Murphy:

With a copy to:

Mr. Michael O. Howard
472 Pearson Road

Greer, SC 29651

If to Purchaser and Wiener:

Scott Wiener
286 Rocky Creek Road
Greenville, SC 29615

Any party may change its address for receiving notice by written notice given to the others named above.

12.3 Expenses. Except as otherwise expressly provided herein, each party to this Agreement shall pay its own costs and expenses in connection with the transactions contemplated hereby. Provided, however, any fees charged by the closing attorneys, shall be equally shared by the parties.

12.4 Counterparts. This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12.5 Benefit. This Agreement shall bind and inure to the benefit of the parties named herein and their respective successors and assigns.

12.6 Entire Agreement. This Agreement and the documents referred (listing of these documents to be in schedule 13.6)to herein contain the entire understanding among the parties with respect to the transactions contemplated hereby and supersede all other agreements, understandings, and undertakings among the parties with respect to the subject matter hereof.

12.7 Applicable Law, Construction. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina. The parties hereto participated in the negotiation and drafting of this Agreement and, therefore, no greater or stricter construction shall be applied to any party hereto.

12.8 Other Rules of Construction. References in this Agreement to sections, schedules and exhibits are to sections of, and schedules and exhibits to this Agreement unless otherwise indicated. Words in the singular include the plural and in the plural include the singular. The word "or" is not exclusive. The word "including" shall mean including, without limitation. The section and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

12.9 Partial Invalidity. In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or

ender unenforceable any other provision hereof, unless such holding substantially alters the financial intent of the parties and, in such event, the harmed party shall have the right to terminate this Agreement. The failure of any Schedule or Exhibit called for herein to be attached hereto shall in no way affect the validity or enforceability of this Agreement as a whole or any of the other provisions set forth herein.

12.10 Litigation. With regard to any litigation brought to enforce any provisions of this Agreement, the parties hereby consent to the nonexclusive jurisdiction and venue of the courts of the State of South Carolina, County of Greenville, or federal district court located in such state for such purposes. The parties hereby waive all defenses as to personal jurisdiction, venue and solvent immunity from jurisdiction, attachment, and execution. Any party who brings or defends a proceeding to enforce provisions of this Agreement and prevails shall be paid its full cost and expenses, including reasonable attorney=s fees by the non-prevailing party determined by the Judge.

IN WITNESS WHEREOF, the individual parties have executed this Agreement and each of the corporate parties has caused this Agreement to be executed on its behalf by a duly authorized officer all as of the date first written above.

In the presences of:

_____

_____

As to Seller

_____

_____

As to Purchaser

_____

_____

As to Wiener

By: Michael O. Howard

Michael O. Howard, Individual

ABC Amusements

By: Scott Wiener

Scott Wiener, owner

_____

Scott Wiener, Individually

Payment Schedule

Date Due	Payment	Interest	Balance
April 1, 2010			623,000.00
May 1, 2010	8,333.33	1,038.33	615,705.00
June 1, 2010	8,333.33	1,026.18	608,397.85
July 1, 2010	8,333.33	1,014.00	601,078.51
August 1, 2010	8,333.33	1,001.80	593,746.98
September 1, 2010	8,333.33	989.58	586,403.23
October 1, 2010	8,333.33	977.34	579,047.24
November 1, 2010	0.00	965.08	580,012.32
December 1, 2010	0.00	966.69	580,979.01
January 1, 2011	0.00	968.30	581,947.30
February 1, 2011	0.00	969.91	582,917.22
March 1, 2011	0.00	971.53	583,888.74
April 1, 2011	0.00	973.15	584,861.89
May 1, 2011	8,333.33	974.77	577,503.33
June 1, 2010	8,333.33	962.51	570,132.51
July 1, 2010	8,333.33	950.22	562,749.40
August 1, 2010	8,333.33	937.92	555,353.98
September 1, 2010	8,333.33	925.59	547,946.24
October 1, 2010	8,333.33	913.24	540,526.16
November 1, 2010	0.00	900.88	541,427.03
December 1, 2010	0.00	902.38	542,329.41
January 1, 2011	0.00	903.88	543,233.30
February 1, 2011	0.00	905.39	544,138.68
March 1, 2011	0.00	906.90	545,045.58
April 1, 2011	0.00	908.41	545,953.99
May 1, 2011	13,738.20	909.92	533,125.71
June 1, 2011	13,738.20	888.54	520,276.06
July 1, 2011	13,738.20	867.13	507,404.98
August 1, 2011	13,738.20	845.67	494,512.46
September 1, 2011	13,738.20	824.19	481,598.45
October 1, 2011	13,738.20	802.66	468,662.91
November 1, 2011	0.00	781.10	469,444.02
December 1, 2011	0.00	782.41	470,226.42
January 1, 2012	0.00	783.71	471,010.13
February 1, 2012	0.00	785.02	471,795.15
March 1, 2012	0.00	786.33	472,581.48
April 1, 2012	0.00	787.64	473,369.11
May 1, 2012	13,738.20	788.95	460,419.86
June 1, 2012	13,738.20	767.37	447,449.03
July 1, 2012	13,738.20	745.75	434,456.57
August 1, 2012	13,738.20	724.09	421,442.47
September 1, 2012	13,738.20	702.40	408,406.67
October 1, 2012	13,738.20	680.68	395,349.15
November 1, 2012	0.00	658.92	396,008.07
December 1, 2012	0.00	660.01	396,668.08
January 1, 2013	0.00	661.11	397,329.19
February 1, 2013	0.00	662.22	397,991.41
March 1, 2013	0.00	663.32	398,654.73
April 1, 2013	0.00	664.42	399,319.15

May 1, 2013	13,738.20	665.53	386,246.48
June 1, 2013	13,738.20	643.74	373,152.03
July 1, 2013	13,738.20	621.92	360,035.75
August 1, 2013	13,738.20	600.06	346,897.61
September 1, 2013	13,738.20	578.16	333,737.57
October 1, 2013	13,738.20	556.23	320,555.60
November 1, 2013	0.00	534.26	321,089.86
December 1, 2013	0.00	535.15	321,625.01
January 1, 2014	0.00	536.04	322,161.05
February 1, 2014	0.00	536.94	322,697.99
March 1, 2014	0.00	537.83	323,235.82
April 1, 2014	0.00	538.73	323,774.54
May 1, 2014	13,738.20	539.62	310,575.97
June 1, 2014	13,738.20	517.63	297,355.39
July 1, 2014	13,738.20	495.59	284,112.78
August 1, 2014	13,738.20	473.52	270,848.11
September 1, 2014	13,738.20	451.41	257,561.32
October 1, 2014	13,738.20	429.27	244,252.39
November 1, 2014	0.00	407.09	244,659.48
December 1, 2014	0.00	407.77	245,067.24
January 1, 2015	0.00	408.45	245,475.69
February 1, 2015	0.00	409.13	245,884.81
March 1, 2015	0.00	409.81	246,294.62
April 1, 2015	0.00	410.49	246,705.11
May 1, 2015	13,738.20	411.18	233,378.09
June 1, 2015	13,738.20	388.96	220,028.85
July 1, 2015	13,738.20	366.71	206,657.37
August 1, 2015	13,738.20	344.43	193,263.59
September 1, 2015	13,738.20	322.11	179,847.50
October 1, 2015	13,738.20	299.75	166,409.05
November 1, 2015	0.00	277.35	166,686.39
December 1, 2015	0.00	277.81	166,964.21
January 1, 2016	0.00	278.27	167,242.48
February 1, 2016	0.00	278.74	167,521.22
March 1, 2016	0.00	279.20	167,800.42
April 1, 2016	0.00	279.67	168,080.09
May 1, 2016	13,738.20	280.13	154,622.02
June 1, 2016	13,738.20	257.70	141,141.52
July 1, 2016	13,738.20	235.24	127,638.56
August 1, 2016	13,738.20	212.73	114,113.09
September 1, 2016	13,738.20	190.19	100,565.08
October 1, 2016	13,738.20	167.61	86,994.49
November 1, 2016	0.00	144.99	87,139.48
December 1, 2016	0.00	145.23	87,284.71
January 1, 2017	0.00	145.47	87,430.18
February 1, 2017	0.00	145.72	87,575.90
March 1, 2017	0.00	145.96	87,721.86
April 1, 2017	0.00	146.20	87,868.06
May 1, 2017	13,738.20	146.45	74,276.31
June 1, 2017	13,738.20	123.79	60,661.90
July 1, 2017	13,738.20	101.10	47,024.81
August 1, 2017	13,738.20	78.37	33,364.98

September 1, 2017	13,738.20	55.61	19,682.39
October 1, 2017	13,738.20	32.80	5,976.99
November 1, 2017	5,986.96	9.96	0.00

EXHIBIT
tabbies
B

Subject: Proposal for Buyout of Rides

Items to Be Purchased

MGR Route	$150,000.00
New HLC15 Carousel	$58,000.00
New Festival Wheel	$85,000.00
Loop-O-Plane	$25,000.00
Spinner	$45,000.00
SCAT	$80,000.00
Tempest	$45,000.00
S&W Wheel	$15,000.00
Chair Swing	$45,000.00
S&W Bug Ride	$10,000.00
Rapid Slide	$20,000.00
Visa Whale	$10,000.00
Visa Helcopters	$10,000.00
BERRY GO ROUND	$25,000.00
Ticket Trailer	$10,000.00

Suggested Purchase Price: $633,000.00

Terms:

Owner financing provided by MGR @ 2% Interest for 10 years
Partial payments in cash when available
6 payments annually (see attached schedule)
No pre-payment penalties
10 year non-complete clause
Storage of equipment at shop location
Maintence/ Mechanical Support provided by High Lite Rides @ ABS's Expense
Ability to purchase new rides produced by High Lite at cost
ABC Amusements agrees to field test new high-lite Equipment
All new/Incoming rental business will be referred to ABC Amusements
See Schedule Below.

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE	IN THE COURT OF COMMON PLEAS
ABC Amusements, Inc. and Scott Weiner, Plaintiff(s), vs. Michael O. Howard, High-Lite Rides, Inc. and MGR Rides, LLC, Defendant(s).	C. A. No. 2013-CP-23-04588 THIRD AMENDED ANSWER & COUNTERCLAIM

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENSIMER
2014 OCT 13 PM 4 42

TO: PLAINTIFFS NAMED ABOVE:

The above-named Defendants, Michael O. Howard, High-Lite Rides, Inc., and MGR Rides, LLC (hereinafter referred to as "Defendants") while reserving all rights afforded under any pending or concurrently filed motions contained herein, would respectfully amend their response to the Complaint of the Plaintiff as follows:

AMENDED ANSWER TO COMPLAINT
FOR A FIRST DEFENSE
(General Denial)

1. Defendants deny each and every allegation contained in Plaintiffs' Complaint where not hereinafter specifically admitted, modified, controverted, or explained.

2. As to the allegations of Paragraphs One, Defendants admit that Defendant Michael O. Howard (hereinafter "Howard") entered into an agreement (hereinafter "Agreement") with the Plaintiffs for the purchase and sale of certain equipment. The remaining allegations of Paragraph One are denied.

3. Defendants deny the allegations of Paragraphs Two, Three, Four, and Five.

4. In responding to Paragraph Six of the Plaintiffs' Complaint, this is a re-allegation paragraph which does not require a response. However, to the extent a response is deemed required, said allegations contained therein are hereby denied where inconsistent with the foregoing.

5. As to the allegations of Paragraph Seven of the Plaintiffs' Complaint, Defendants admit that Howard entered into the Agreement with the Plaintiffs for the purchase of certain equipment for the purchase price of $633,000.00. The remaining allegations of Paragraph Seven are denied.

6. As to the allegations of Paragraph Eight, Defendants admit that the Agreement alludes to a non-compete agreement. Defendants deny the remaining allegations of Paragraph Eight.

7. The allegations of Paragraphs Nine, Ten, including subparts A-D, and Eleven are Denied. Defendants further assert that Defendants High-Lite Rides, Inc. and MGR Rides, LLC are not parties to the Agreement, and therefore, have no duties or contractual obligations to the Plaintiffs.

8. In responding to Paragraph Twelve of the Plaintiffs' Complaint, this is a reallegation paragraph which does not require a response. However, to the extent a response is deemed required, said allegations contained therein are hereby denied where inconsistent with the foregoing.

9. The allegations of Paragraphs Thirteen, Fourteen, Fifteen, and Sixteen are denied. Defendants re-assert that Defendants High-Lite Rides, Inc. and MGR Rides, LLC are not parties to the Agreement, and therefore, have no duties or contractual obligations to the Plaintiffs.

10. In responding to Paragraph Seventeen of the Plaintiffs' Complaint, this is a reallegation paragraph which does not require a response. However, to the extent a response is deemed required, said allegations contained therein are hereby denied where inconsistent with the foregoing.

11. In responding to Paragraphs Eighteen of the Plaintiffs' Complaint, Defendants assert that the only piece of equipment that was part of the Agreement that Plaintiffs do not possess is the certain piece of equipment referred to as a "BERRY GO ROUND." Defendant Howard further asserts that the "BERRY GO ROUND" has always been available for the Plaintiffs to pick up; however, Plaintiff Weiner informed Defendant Howard that he does not need the "BERRY GO ROUND."

12. Defendants deny the allegations of Paragraphs Nineteen, Twenty, Twenty-One, Twenty-Two, and Twenty-Three of the Plaintiffs' Complaint.

FOR A SECOND DEFENSE
(Failure to Mitigate Damages)

13. All allegations contained within the First Defense are incorporated herein and made a part hereof, where not inconsistent with the foregoing defense.

14. Defendants allege that the Plaintiffs have failed to mitigate their damages in the manner provided for by law. Such failure to mitigate is thus pled as a complete defense and bar to their claim.

15. Defendants requests that the Court dismiss the Plaintiffs' prayer for damages in its entirety or, in the alternative and in the event that it is determined that the Plaintiff is entitled to a judgment against these Defendants, said judgment be reduced by an appropriate amount for the Plaintiffs' failure to mitigate their damages.

FOR A THIRD DEFENSE
(Motion to Dismiss, Rule 12(b)(6))

16. All allegations contained within the First and Second Defenses are incorporated herein and made a part hereof, where not inconsistent with the foregoing defense.

17. Defendants, by and through their undersigned counsel, will move before the presiding Judge pursuant to Rule 12(b)(6), SCRCP, for an Order dismissing the Summons and Complaint in this matter for the Plaintiffs' failure to state facts sufficient to constitute a cause of action against these Defendants.

FOR A FOURTH DEFENSE
(Waiver of Breach or Performance)

18. All allegations contained within the First. Second, and Third Defenses are incorporated herein and made a part hereof, where not inconsistent with the foregoing defense.

19. Due to the actions of the Plaintiff as set forth herein in Defendants' counterclaim, Plaintiff waived the right to enforce the Contract against the Defendants or demand that Defendants specifically perform the Contract.

FOR A FIFTH DEFENSE
(Motion to Dismiss High-Lite Rides, Inc. and MGR Rides, LLC as a Party)

20. All allegations contained within the First. Second, Third, and Fourth Defenses are incorporated herein and made a part hereof, where not inconsistent with the foregoing defense.

21. Defendants High-Lite Rides, Inc. and MGR Rides, LLC are not parties to the Agreement. Since there is no privity of Contract between the Plaintiffs and High-Lite Rides, Inc. and MGR Rides, LLC, both parties should be dismissed as a matter of law.

FOR A SIXTH DEFENSE
(Laches)

22. All allegations contained within the First, Second, Third, Fourth, and Fifth Defenses are incorporated herein and made a part hereof, where not inconsistent with the foregoing defense.

23. Plaintiff is barred from seeking any relief against the Defendants based upon the equitable doctrine of laches.

24. Defendants reserve the right to add any and all additional defenses as they become known through discovery or investigation.

FOR A SEVENTH DEFENSE
(Statute of Frauds)

25. All allegations contained within the First, Second, Third, Fourth, Fifth, and Sixth Defenses are incorporated herein and made a part hereof, where not inconsistent with the foregoing defense.

26. Plaintiffs cannot enforce a covenant not to compete because the covenant not to compete must be in writing pursuant to the requirements set forth in S.C. Code §32-3-10(5). This is pled as a complete defense and bar to Plaintiff's claim that Defendants breached a covenant not to compete.

FOR AN EIGHTH DEFENSE
AND BY WAY OF DEFENDANT
HOWARD'S COUNTERCLAIM
(Breach of Contract/Debt Collection)

27. All allegations contained within the First, Second, Third, Fourth, Fifth, Sixth, and Seventh Defenses are incorporated herein and made a part hereof, where not inconsistent with the foregoing defense.

28. In exchange for the delivery of certain equipment to the Plaintiffs, the Agreement requires the Plaintiffs to make payments to the Defendant Howard pursuant to the amortization schedule attached to the Agreement, attached hereto as **Exhibit "A"**.

29. Plaintiffs have failed to make all payments to the Defendant Howard.

30. As a direct and proximate result of this breach of contract, Defendant Michael O. Howard has incurred actual, incidental, and consequential damages for which the Plaintiffs are obligated to pay the Defendant Howard.

31. Defendant Howard is entitled under statutory and common law to collect these damages with interest and any other incidental and consequential damages from the Plaintiffs who are responsible for the breach of contract.

FOR A NINTH DEFENSE AND BY WAY OF DEFENDANT HIGH-LITE RIDES, INC. COUNTERCLAIM
(Breach of Contract)

32. All allegations contained within the First, Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth Defenses are incorporated herein and made a part hereof, where not inconsistent with the foregoing defense.

33. Defendant High-Lite Rides, Inc. (hereinafter "High-Lite") is owned and operated by Michael 0. Howard, a citizen and resident of the County of Spartanburg, State of South Carolina.

34. High-Lite is in the business of manufacturing, building, repairing and/or refurbishing amusement rides.

35. The Agreement provides for the sale and purchase of certain amusement rides, a list of which is attached hereto as **Exhibit "B"**.

36. All of said amusement rides are titled in the name of High-Lite, with a certificate

issued by the South Carolina Department of Motor Vehicles.

37. High-Lite is a secured party with a priority security interest in all of the amusement rides.

38. Pursuant to section 1.3 of the Agreement, title to the amusement rides shall not be transferred to the Plaintiffs/Counter-Defendants until payment is made in full. Counter-Defendants have not paid for the Equipment in full pursuant to the terms of the Agreement, and furthermore, are delinquent in their payments.

39. All amusement rides must meet certain industry standards to be safe for the public's use and enjoyment. Therefore, to best ensure the safety of the amusement rides, Defendant Howard and the Plaintiffs agreed, pursuant to Article 8 of the Agreement, that High-Lite be the single source for maintenance and mechanical support of the amusement rides during the payment period of the Agreement. It was also Defendant Howard's and the Plaintiffs' intent and understanding that High-Lite would receive the benefit of the income from the maintenance and mechanical support of the amusement rides.

40. Because the Agreement was made, in part, for the direct benefit of High-Lite, a third-party, then High-Lite is a third-party beneficiary of the Agreement and has the right to enforce the Agreement.

41. Mr. Howard transferred or made sufficiently available, all of the amusements rides sold under the Agreement to the Plaintiffs/Counter-Defendants.

42. In violation of Article 8.2 of the Agreement, the Plaintiffs/Counter-Defendants used other companies for repair and maintenance of said equipment depriving High-Lite of income from the repair of the equipment and depriving High-Lite the ability to maintain the amusement rides to High-Lite's standards and standards required in the industry.

43. Upon information and belief, Plaintiffs/Counter-Defendants have either failed to maintain the amusement rides according to industry standards, or, have modified or repaired the amusements rides in such a manner as to reduce their fair market value.

44. Michael 0. Howard and the Plaintiffs/Counter-Defendants entered into an Agreement, with good and valuable consideration provided, intending to create a direct benefit to High-Lite.

45. Plaintiffs/Counter-Defendants deprived High-Lite of its benefits under the Agreement by using other companies, rather than High-Lite, to maintain and repair the amusement rides.

46. As a direct and proximate result of the breach of contract, High-Lite incurred, and continues to incur, damages for which the Plaintiffs/Counter-Defendants are obligated to pay High-Lite.

47. High-Lite's damages are as follows:

a. Past, Present and Future loss of income for maintenance and repair of the amusement rides;

b. Due to Plaintiffs/Counter-Defendants' failure to maintain the amusement rides according to High-Lite's and industry standards, the loss of fair market value of the amusement rides for which High-Lite holds a security interest.

48. High-Lite is entitled under statutory and common law to collect these damages and any other incidental, consequential, and punitive damages from the Plaintiffs/Counter-Defendants who are responsible for the breach of contract.

FOR A TENTH DEFENSE AND BY WAY OF DEFENDANT HOWARD'S COUNTERCLAIM

(Claim and Delivery)

49. All allegations contained within the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, and Ninth Defenses are incorporated herein and made a part hereof, where not inconsistent with the foregoing defense.

50. Plaintiffs are in possession of the following equipment ("Equipment") sold to them subject to the Agreement:

New HLC15 Carousel
New Festival Wheel
Loop-O-Plane
Spinner
SCAT
Tempest
S&W Wheel
Chair Swing
S&W Bug Ride
Rapid Slide
Visa Whale
Visa Helcopters
Ticket Trailer

51. Plaintiffs have failed to pay as required by the Agreement.

52. Pursuant to Paragraphs 9.2 and 9.3 of the Agreement, Defendant Howard is entitled to immediate recovery and possession of all Equipment.

WHEREFORE, Defendants pray that this Court:

(a) Enter an order dismissing the Plaintiffs' Complaint with prejudice;

(b) Grant Judgment together with interest to Defendants Howard and High-Lite against the Plaintiffs for actual and punitive damages for Defendants' counterclaims;

(c) An Order requiring the Plaintiffs to immediately return all Equipment to Defendant at his place of business;

(d) Award Defendants their cost and expenses, including reasonable attorney's fees, incurred in the defense of this action; and,

(e) Award Defendants any further relief that this Court deems just and proper.

Respectfully submitted,

DUGGAN & HUGHES, LLC

DANIEL R. HUGHES (SC Bar #72547)
JOHN B. DUGGAN (SC Bar #1780)
457-B Pennsylvania Avenue
P. O. Box 449
Greer, SC 29652-0449
Telephone: (864) 334-2500
Facsimile: (864) 879-0149

ATTORNEYS FOR THE DEFENDANTS

Date: October 9, 2104
Greer, South Carolina

DEFENDANTS DEMAND A JURY TRIAL.

DUGGAN & HUGHES, LLC

DANIEL R. HUGHES (SC Bar #72547)
JOHN B. DUGGAN (SC Bar #1780)
457-B Pennsylvania Avenue
P. O. Box 449
Greer, SC 29652-0449
Telephone: (864) 334-2500
Facsimile: (864) 879-0149

ATTORNEYS FOR THE DEFENDANTS

Date: October 9, 2014
Greer, South Carolina

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS

COUNTY OF GREENVILLE) THIRTEENTH JUDICIAL CIRCUIT

C.A. No. 2013-CP-23-04588

ABC Amusements, Inc. and Scott Wichel, IV,

Plaintiffs,

v.

Michael O. Howard, High-Lite Rides, Inc. and MGR Rides, LLC.

Defendants.

ORDER DENYING DEFENDANTS' MOTION FOR SUMMARY JUDGMENT

FILED
OCT 10 2014
Greenville County
Clerk of Court

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This matter is before the Court on the motion of Daniel R. Hughes, Esq. and John B. Duggan, Esq. of Duggan & Hughes, LLC, for a Motion for Summary Judgment on all pending causes of action of Plaintiffs and Defendants. A hearing on the motion was held on September 29, 2014 at the Greenville County Courthouse before the Honorable Steven H. John. Present at the hearing were the following: (1) Wendell L. Hawkins and Aimee V. Leary, counsel for the Plaintiffs; and (2) Daniel R. Hughes and John B. Duggan, counsel for the Defendants.

Based upon the pleadings and memoranda filed by the parties and the arguments of counsel, this Court denies Defendants' Motion for Summary Judgment for the following reasons to wit: (1) Pertinent facts of the action remain in dispute; and (2) Further inquiry into the facts of the case is necessary to clarify application of the law.

THEREFORE, Defendants' motions are hereby DENIED.

IT IS SO ORDERED

Steven H. John
Presiding Judge of the 13th Judicial Circuit

October 7, 2014
Greenville, South Carolina

SCANNED

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE)	
ABC Amusements, Inc. and Scott Wiener,)	C. A. No. 2013-CP-23-04588
Plaintiff(s),)	
vs.)	PRE-TRIAL BRIEF
Michael O. Howard, High-Lite Rides, Inc. and MGR Rides, LLC,)	
Defendant(s).)	

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENSIMER
2015 NOV 9 AM 8 42

INTRODUCTION AND FACTUAL SUMMARY

Plaintiff ABC Amusements is a company in the business of doing festivals, shows, and carnivals. Plaintiff Scott Wiener is the majority owner of ABC Amusements. Defendant High-Lite Rides, Inc. is a company in the business of manufacturing and repairing amusement rides. MGR Rides, LLC is a company in the business of leasing amusement rides. Defendant Howard is the sole owner and operator of both High-Lite Rides and MGR Rides. On April 1, 2010, Defendant Howard, in his individual capacity, and Plaintiffs, entered into an agreement, a copy which is attached hereto as **EXHIBIT "A"** (hereinafter "Agreement"), in which Plaintiffs agreed to purchase from Defendant Howard amusement ride equipment for a contract price of $633,000.00. Plaintiffs further agreed to use High-Lite Rides for all maintenance to all amusement rides. From April, 2010 – July, 2013, Plaintiffs paid Defendant Howard for the equipment and paid High-Lite Rides for maintenance of the equipment. In August, 2013, Plaintiffs stopped paying Defendant Howard and Defendant High-Lite Rides. On August 21,

2013, Plaintiffs brought this action alleging Breach of Contract; Breach of Contract with Fraudulent Intent; and, conversion. Defendant Howard filed three (3) Counterclaims: (1) Breach of Contract/debt collection for Plaintiff's failure to pay according to the terms of the Agreement; (2) Breach of Contract for Plaintiff's failure to use High-Lite Rides as the sole source for maintenance to the amusement ride equipment purchased by the Plaintiffs and Plaintiffs' failure to pay High-Lite Rides for repairs; and, (3) for Claim and Delivery of all equipment.

There are facts not in controversy that entitle Defendants to a directed verdict as to the following: 1.) Plaintiffs' Cause of Action for Breach of Contract that allege a violation of a Non-Compete Agreement; 2.) Plaintiff's Cause of Action for Conversion; 3.) Defendant Howard's Counterclaim for Breach of Contract (debt collection); 4.) Defendant High-Lite Ride's Counterclaim for Breach of Contract; and, 5.) Defendant Howard's Counterclaim for Claim and Delivery. Those facts are as follows:

1. Plaintiff admits that he has not made any payments pursuant to the Agreement since July 1, 2013 (*See* Pl's Answer and response, RTA dated October 19, 2015, attached hereto as **EXHIBIT "B"**). As of the date of this Brief, the Plaintiff has missed 15 payments in the amount of $13,738.20 each as set forth in the Payment Schedule attached to the Agreement.
2. Plaintiffs admit that Paragraph 2.3 of the Agreement provides that any unpaid portion of the purchase price is subject to an interest rate of two (2%) percent per year calculated on a monthly rate of 0.1667 (*See* **EXHIBIT "B",** RTA No. 6).
3. As of November 9, 2015, the total amount owed by the Plaintiffs to the Defendant, including interest at 2.0%, is $213,314.34 (**EXHIBIT "C"**).

4. Plaintiff admits that he failed to comply with §8.2 of the Agreement by not paying for all repairs done by High-Lite Rides to the amusement ride equipment prior to July, 2013 (Pl's Dep. p. 45, lns. 2-4).
5. Plaintiff admits that he failed to use High-Lite Rides, Inc. as the single source of maintenance for the amusement rides purchased pursuant to §8.2 of the Agreement since July, 2013 (Pl's Dep. p. 39, ln. 14 - p. 40, ln. 11).
6. Plaintiff admits that sections §1.2 of the Agreement means the equipment he purchased was purchased "where is", "how is", and "as is."
7. According to §4.3 of the Agreement, the only ride Defendant Howard was required to complete was the Ferris Wheel, which Defendant completed.
8. The Berry-Go-Round, which is alleged by Plaintiffs to have been converted by the Defendant, remains at Defendant's shop in the exact same condition and location as it was in April, 2010, when the Agreement was signed.
9. Plaintiff admits that a Non-Compete Agreement was never signed (Pl's Dep. p. 27, lns, 18-22; p. 35, lns. 9-25).
10. Plaintiff admits he did not deliver a Non-Compete Agreement (Pl's Dep. p. 36, lns. 15-17).
11. Plaintiff admits that §17.6 of the Agreement, (which contains a merger clause) means that any agreements prior to the April 1, 2010 Agreement are superseded by the Agreement.
12. §12.1 of the Agreement requires any amendments to the Agreement to be in writing.
13. Plaintiff admits that Defendant Howard owns the equipment (Pl's Dep. P. 10, lns. 13-24).
14. Plaintiff admits that §9.2 of the Agreement means that if he did not pay as scheduled that Defendant Howard could recover the equipment (Pl's Dep. p. 49, lns. 5-9).

Defendants are entitled to a Directed Verdict that Defendants Breached the Contract for Violating a Covenant Not to Compete

Plaintiffs and Defendant Howard never entered a Covenant Not to Compete. This fact is not in dispute. The April 1, 2010 Agreement, Plaintiff Wiener's understanding of that Agreement, and the legal requirements for a Covenant not to Compete, entitle Defendants to a Directed Verdict.

April 1, 2010 Agreement

Article III, Section 3.1, of the Agreement provides as follows: "Purchaser and Seller *shall execute* a non-competition agreement to prohibit Seller from competing with the business of Purchaser under the terms and conditions specified in *that* agreement." (italics and underline added). Article IV, Paragraph 4.2(c), provides that the Purchaser, the Plaintiffs herein, *shall deliver* a "Non-competition Agreement between Purchaser and Seller." (italics and underline added).

Plaintiff admits the only Agreement signed by the parties is the April 1, 2010 Agreement. *See* Pl's Depo. Page 28, lns. 5-14. Plaintiff further admits that a separate written non-competition agreement was never entered into by the parties as required by the clear terms of the Agreement, and furthermore, that the Plaintiff understood Article III, Section 3.1 to mean that the parties would enter into a separate Agreement that would provide the non-compete agreement. *See* Pl's Depo, p. 35, lns. 9-25; p. 36, lns. 15-17.

Based upon the clear meaning of Section 3.1 and 4.2(c), as well as Plaintiff's understanding of what the terms meant, there are no facts in controversy for the jury to decide as it pertains to a covenant not to compete.

Merger Clause and the Parol Evidence Rule

The Agreement and the parol evidence rule bar the Plaintiffs from introducing terms that are not in the Agreement. Article XII, Section 12.6, of the Agreement provides a typical merger clause as follows: "This Agreement and the documents referred (listing of these documents to be in schedule 13.6)[1] to herein contain the entire understanding among the parties with respect to transactions contemplated hereby and supersede all other agreements, understandings, and undertakings among the parties with respect to the subject matter thereof." Plaintiff admits that the merger clause prevents any previous Agreements from being relied upon.

Likewise, the parol evidence rule prevents the Plaintiffs from introducing extrinsic evidence of agreement or understandings contemporaneous with or prior to execution of a written instrument when the extrinsic evidence is used to contradict, vary, or explain the written instrument. *Iseman v. Hobbs*, 290 S.C. 482, 351 S.E.2d 351 (Ct. App. 1981).

This Court and the parties are bound by the terms set forth in the four (4) corners of the April 1, 2010 agreement.

Legal Standards for a Covenant not to Compete

Covenants not to compete are looked upon with disfavor, examined critically, and strictly construed. *Moser v. Gosnell*, 334 S.C. 425, 430, 513 S.E.2d 123, 125 (Ct. App. 1999). In the context of a Covenant Not to Compete examined pursuant to the sale of a business, South Carolina courts hold that those agreements must meet the following requirements to be enforceable: 1) necessary for the protection of the legitimate interest of the purchasing party; 2) reasonably limited to time and territory; 3) reasonable from the standpoint of sound public policy; and, 4) supported by valuable consideration. *Somerset v. Reyner*, 233 S.C. 324, 329, 104

[1] The Agreement does not contain a Schedule 13.6.

S.E.2d 344, 346 (1958); *SC Finance Corp. of Anderson v. West Side Finance Co.*, 236 S.C. 109, 119, 113 S.E.2d 329, 334 (1960).

A covenant not to compete is a contract that must be reviewed in the same manner as any other contract. South Carolina law is clear that in construing the terms of a contract, the foremost rule is that the court must give effect to the intentions of the party by looking to the language of the contract. The Court must construe the contract to its plain, ordinary, and popular meaning. *Moser*, 334 S.C. at 426, 513 S.E.2d at 430.

In this case, there are no terms for the Court to review. Both Howard and Wiener understood the Agreement to mean that they would sign a separate written agreement containing the covenant not to compete. Since there is no such written agreement, this Court cannot possibly determine if the terms of the covenant were invalid or that Defendants violated the alleged covenant not to compete. The Court cannot determine if the covenant not to compete satisfies the mandatory requirements set forth by South Carolina law, i.e., reasonableness as to time and territory; supported by valuable consideration; reasonableness from the standpoint of public policy; and legitimately necessary for the Plaintiffs' protection. None of the requirements are addressed in the terms of the April 1, 2010 Agreement.

Even if we were to assume that the Agreement did not require the parties to enter a separate agreement containing the non-compete, and furthermore, that the parties intended to rely upon the language of the Agreement as a basis for the covenant not to compete, the covenant is invalid as a matter of law. First, the Agreement does not provide any territorial restrictions, a fact which Plaintiff admits (Pl's Dep. p. 34, ln. 25 – p. 35, ln. 2). Second, the Agreement does not provide for separate consideration, a fact which Plaintiff admits (Pl's Dep. p. 34, ln. 14). Third, the only duration mentioned in this Agreement is ten (10) years. Ten (10) years is

unreasonable and void as a matter of law because it violates public policy. Our Courts have held that two (2) and three (3) year terms are reasonable, but have never upheld a ten (10) year term. *See Rental Uniform Service, Inc. v. Dudley*, 278 S.C. 674, 301 S.E.2d 142 (1983); *Stringer v. Herron*, 309 S.C. 529, 424 S.E.2d 547 (Ct. App. 1992).

Statute of Frauds

Plaintiff admits that a separate non-compete was never entered into. Therefore, because the April 1, 2010, agreement does not contain the required terms of a covenant not to compete, then Plaintiffs are asking this Court to enforce an oral covenant not to compete with a term of ten (10) years. The S.C. Statute of Frauds provided for in §32-3-10(5) requires such an agreement to be in writing and signed because it cannot be performed within one (1) year. The Statute of Frauds prevents this Court from enforcing an oral covenant not to compete.

"Blue Pencil" Rule

South Carolina law does not permit the court to re-write, add to, or "blue pencil" the restrictions in a Covenant not to Compete. Although some states recognize the court's ability to re-write or "blue pencil" restrictions in a Covenant Not to Compete so that it conforms with public policy, South Carolina law provides that the restrictions cannot be rewritten by a Court or limited by the parties' Agreement, but must stand or fall on their own terms. *See Poynter Investments, Inc. v. Century Builders of Piedmont*, 387 S.C. 583, 694 S.E.2d 15 (2010); *Stonhard Inc. v. Carolina Flooring Spec., Inc.*, 366 S.C. 156, 621 S.E.2d 352 (2005).

In *Stonhard*, the Court held that a Non-compete Agreement, which did not contain a geographical limitation could not be reformed or "blue penciled." The Court reasoned that it would be improper to "blue pencil" an entirely new term into an agreement to which neither of the parties agreed. *Id.* at 160, 621 S.E.2d at 354.

In summary, based upon the sworn testimony of the Plaintiff; the clear and unambiguous terms of the Agreement, including the merger clause; the parol evidence rule; the S.C. Statute of Fraud; the legal requirements regarding a Covenant Not to Compete; and, the "blue pencil" rule, a covenant not to compete does not exist and cannot be enforced against the Defendants. Therefore, Defendants are entitled to a directed verdict as to Plaintiffs' cause of action for Breach of a Covenant not to Compete.

Conversion

Article I, Paragraph 1.2, of the Agreement provides as follows: "The Equipment to be purchase is detailed in attached "A" and is sold "*as is*", *"where is"* and "*how is*." Seller makes no warranties." (italics and underline added). Article IV, Paragraph 4.3, provides as follows: "Seller *shall provide access* to the equipment and any documentation as may be required by Purchaser that Purchaser is owner of the equipment." (italics and underline added).

Plaintiff admits that when he reviewed the equipment to be purchased that the Berry Go Round was in several pieces at Defendant's place of business. *See* Pl's Depo, p. 18, lns. 9-17. Plaintiff also admits that he picked up the trailer that is used to transport the Berry-Go-Round. Pl's Depo., p. 180, lns. 5-7. However, the ride has remained in the same location and in the same condition since April, 2010. *See* Def's Depo. P. 145, ln. 23 – P. 146, ln. 7.

"Conversion is defined as the unauthorized assumption in the exercise of the right of ownership over goods or personal chattels belonging to another to the exclusion of the owner's rights." *Moseley v. Oswald*, 376 S.C. 251, 254, 656 S.E.2d 380, 382 (2008). It is undisputed that the Berry-Go-Round remains in the same condition as it existed in April, 2010 when the Plaintiff examined the equipment. Furthermore, the Agreement provides that the Defendant would only be responsible for providing access to the equipment. Therefore, Plaintiff cannot

prove that that the Defendants exercised ownership over the Berry-Go-Round. Plaintiff asks this Court to go outside the four (4) corners of the Agreement to require that the Defendant complete the Berry-Go-Round, but even if Defendant was required to complete the Berry-Go-Round, that in of itself does not create a failed issue to support a cause of action for conversion. It is undisputed that the Berry-Go-Round is sitting at Defendants' shop in the same condition it was in April, 2010.

Based on the foregoing, Defendants are entitled to a directed verdict for Conversion.

High-Lite's Counterclaim for Breach of Contract

Article 8 of the Agreement, Paragraph 8.2, provides as follows: "Purchaser agrees to use High-Lite Rides as its single source for Maintenance and Mechanical support during the payment period and until the equipment is full paid...Maintenance and Mechanical Support invoice are due and payable at time of service. Should any maintenance and Mechanical support invoices not be paid within 30 days it would be considered the same as breach in payment per para.___"

Plaintiff *admits* that Paragraph 8.2, as provided above, means that High-Lite Rides has the right to perform maintenance and mechanical support until payment was fully made. *See* Pl's Depo., p. 39, lns. 14 – p. 40, ln. 4. Plaintiff further *admits* that he has failed to use High-Lite Rides as the single source for maintenance and mechanical support, and that he stopped using High-Lite Rides in that capacity in July, 2013. *See* Pl's Depo., p. 40, lns. 5-11.

Plaintiff also *admits* that he failed to pay the past due invoices due High-Lite Rides for repairs made to his equipment. Pl's Depo., p. 173, lns. 23-25 and p. 174, lns. 18-22.

There is no genuine issue of material fact that Plaintiff violated the clear terms of Paragraph 8.2, and therefore, Defendant High-Lite is entitled to a directed verdict for the amount of unpaid invoices. Plaintiff admits the unpaid invoices for repairs totaled $1,359.92.

Defendant Howard's Counterclaim for Breach of Contract/Debt Collection

Plaintiffs failed to abide by the terms of the payment plan set forth in the Agreement. Article II, Paragraph 2.1, of the Agreement provides the terms of the payment schedule. In short, the Agreement requires the Purchaser to make six (6) monthly payments from April – October for each month beginning April, 2010 and concluding November, 2018. Plaintiff admits that he stopped paying in July, 2013 and has not made a single payment under the terms of the Agreement since that time. *See* Pl's Depo., p. 24, lns. 17-24; Pl's Depo., p. 134, lns 6-15.

Plaintiff's failure to honor the terms of the payment schedule under Article II, Section 2.2, entitles Defendant Howard to a directed verdict in the amount of $213,314.34 for principal and interest (*See* attached Summary, **EXHIBIT "C"**).

Claim and Delivery

There is no issue of fact that Defendant Howard owns the equipment Plaintiffs purchased and that §9.2 and §9.3 of the Agreement provides that Defendant Howard is entitled to repossess the equipment if Plaintiff does not pay as scheduled. Therefore, Defendant is entitled to a Directed Verdict on his cause of action of claim and delivery to recover all equipment Plaintiffs purchased from him under the Agreement.

As provided above, Plaintiff failed to abide by the terms of the payment plan set forth in the Agreement.

Article IX, Section 9.1 – 9.3, of the Agreement, provides Defendant relief, after notice to the Plaintiff, through recovery of the equipment if Plaintiff fails to pay. Plaintiff admits the same understanding and intent of sections 9.1 – 9.3 of the Agreement.

On August 15, 2013, approximately 45 days after Plaintiff missed his first payment, Defendant provided Plaintiff with notice by certified mail. Plaintiff admits to being provided notice.

Plaintiff further understood Section 9.2 and 9.3 to entitle Defendant to recovery of the equipment if he did not pay. Plaintiff testified in his deposition at p. 49, ln. 4 – ln. 18 as follows:

> Q: Go to section 9.2, please, entitled Execution to Recover. If you could read that provision to yourself and then we'll talk about it.
>
> A. I've read it.
>
> Q. Would you agree with me that if you do not pay as scheduled, that Mr. Howard could recover that equipment, come get it from you and take it back to his shop?
>
> A. That's what it says.
>
> Q. And further, in the last sentence, that he can declare all payments immediately due to him?
>
> A. That's what it says, correct.
>
> A. And that if you go down to 9.3, do you agree with me that this provision contemplates that the parties are agreeing that the equipment could be sold to help cover the debt in the event you don't comply with the terms of repayment?
>
> A. That what it says.

There is no genuine issue of material fact that Plaintiff has failed to abide by the terms of the repayment plan.

There is no fact in controversy as to the meaning of Sections 9.1 – 9.3 of the Agreement: Keep the equipment if you pay. If you do not, however, I am coming to get it. Now, twenty-eight (28) months and $213,314.34 in missed payments later, Plaintiff continues to profit from the use of the equipment in violation of the Agreement. Defendant is entitled to a directed verdict returning the equipment to him and judgment in the amount of $213,314.34 for principal and interest.

CONCLUSION

For the foregoing reasons, Defendants seeks this Court to grant them a Directed Verdict as to: 1.) Plaintiffs' Cause of Action for Breach of Contract that allege a violation of a Non-Compete Agreement; 2.) Plaintiff's Cause of Action for Conversion; 3.) Defendant Howard's Counterclaim for Breach of Contract (debt collection); 4.) Defendant High-Lite Ride's Counterclaim for Breach of Contract; and, 5.) Defendant Howard's Counterclaim for Claim and Delivery.

Respectfully submitted,

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ATTORNEYS FOR DEFENDANTS

Dated: November 6, 2015
Greer, South Carolina

AGREEMENT FOR PURCHASE AND SALE OF EQUIPMENT

THIS AGREEMENT FOR PURCHASE AND SALE OF EQUIPMENT (hereinafter call AAgreement@) dated April 1, 2010 by and among ABC Amusements (hereinafter referred to as Purchaser), Scott Wiener, an individual residing in Greenville County, South Carolina who is the sole owner of the Purchaser (hereinafter referred to as Wiener), and Michael O. Howard an individual residing in Greenville County, South Carolina who is the sole owner of the equipment to be sold, (hereinafter referred to as Seller).

RECITALS:

WHEREAS, Purchaser is a South Carolina company engaged in the business of amusement rides with its principal place of business at 286 Rocky Creek Road, Greenville, South Carolina 29615;

WHEREAS, Wiener an individual residing at 930 Old Williamston Road, Piedmont, SC 29673 who is the sole owner of the Purchaser;

WHEREAS, Seller an individual residing at 472 Pearson Road, Greer, South Carolina 29651 who is the owner of all the equipment to be sold; and

WHEREAS, Purchaser, Seller and Wiener desire to enter into this Agreement relating to the purchase of certain equipment and other activities relating solely to the Business.

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants, conditions, and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

ARTICLE I
THE TRANSACTION

1.1 Purchase and Sale of Equipment. Subject to the terms and conditions of this Agreement, Seller agrees to sell and Purchaser agrees to buy the Equipment (as hereinafter defined) (as hereinafter referred to as Equipment).

1.2 Purchased Equipment. The Equipment to be purchase is detailed in attached "A" and is sold "as is", "where is" and "how is". Seller makes no warranties.

1.3 Transfer of Title. Seller agrees to transfer title of the equipment when Purchaser has paid for the equipment in full including any outstanding maintenance and late penalties. Until the all the Equipment is paid in full the title to the Equipment shall remain with the Seller.

EXHIBIT
A

PENGAD 800-631-6989

ARTICLE II
CONSIDERATION FOR EQUIPMENT

2.1 Purchase Price. The purchase price (APurchase Price@) for the Equipment shall be Six Hundred and Thirty-Three Thousand and No/100 ($633,000.00) Dollars.

2.2 Payment Schedule. The Purchase Price set forth in Section 2.1 above shall be paid in installments on the following Schedule: Ten Thousand dollars shall be paid at signing of this agreement then starting in May 1,2010 payment of eight thousand and three hundred and thirty-three dollars and thirty-three cents ($8,333.33) shall be made for six (6) months on the first day of each month. In the year 2011, no payments for the first six months then starting in May 1,2011 payment of eight thousand and three hundred and thirty-three dollars and thirty-three cents ($8,333.33) shall be made for six (6) months on the first day of each month. In the year 2012, no payments for the first six months then starting in May 1,2012 payment of thirteen thousand and seven hundred and thirty-eight dollars and twenty cents ($13,738.20) shall be made for six (6) months on the first day of each month. In the year 2013, no payments for the first six months then starting in May 1, 2013 payment of thirteen thousand and seven hundred and thirty-eight dollars and twenty cents ($13,738.20) shall be made for six (6) months on the first day of each month. In the year 2014 and for each year thereafter until paid in full the payment schedule shall be the same as the year 2013.

2.3 Interest on the outstanding balance. The portion of the Purchase Price which remains unpaid shall be subject to an interest rate of 2% per year calculated on a monthly rate of 0.1667%.

2.4 Promissory Note. Six Hundred and Twenty-Three Thousand and No/100 ($623,000.00) Dollars shall be paid by Purchaser to Seller in the form of a Promissory Note having a term of ten (10) years and interest at eight percent (2%) per annum, and payable per the schedule of para. 2.1 above with interest accumulating starting one (1) month after the date of execution.

2.5 Security for Promissory Note. The negotiable Promissory Note delivered by Purchaser to Seller referred to in Section 2.4 above shall be personally guaranteed by Wiener.

2.6 Pre-Payment Penalties. Purchaser may pre-pay or pay in full at any time without penalties.

ARTICLE III
ADDITIONAL AGREEMENTS WITH SELLER

3.1 Non-Competition Agreement. Purchaser and Seller shall execute a Non-Competition Agreement to prohibit Seller from competing with the business of Purchaser under the terms and conditions specified in that Agreement.

ARTICLE IV
THE SALE AND TRANSFER OF EQUIPMENT

4.1 Sale. The sale and transfer of equipment shall occur at 10:00 a.m. on or before April 30, 2010, or at such other time as may be mutually agreed upon by the parties at the offices of _____, located at _____, Greenville, South Carolina. Upon consummation, the Sale shall be deemed to have been effective as of the Effective Date.

4.2 Deliveries by Purchaser.

At the Sale, Purchaser shall deliver the following:

(a) A cashier's check or wire transfer payable to Seller in the amount of Ten Thousand Dollars ($10,000.00);

(b) A Promissory Note made payable to Seller in the amount of Six Hundred and Twenty-Three Thousand and No/100 ($623,000.00) Dollars, with personal guarantee of payment by Wiener appended thereto, as provided for in Section 2.5;

(c) Non-Competition Agreement between Purchaser and Seller;

4.3 Deliveries by Seller. At the sale, Seller shall deliver the following:

(a) Seller shall provide access to the equipment and any documentation as may be required by Purchaser that Purchaser is owner of the equipment

(b) Non-Competition Agreement between Purchaser and Seller;

(c) All remaining rides will be completed by 9/01/2010

Ferris wheel 8/01/10

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF SELLER AND PURCHASER

Seller and Purchaser, jointly and severally, represent and warrant to Purchaser and Morgan as of the Closing Date as follows:

6.1 Authority. Seller and Purchaser have the full legal right, power and authority, without the consent of any other person, to execute and deliver this Agreement and the agreements to be delivered at the sale and to carry out the transactions contemplated hereby and thereby.

6.2 Properties.

(a) All the Equipment owned by Seller has been inspected by Purchaser and are so AAs is@ , "Where is" , and "How is" without any warranty of merchantability or fitness.@ **THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS ATTACHED TO ANY OF THE PROPERTY TO BE TRANSFERRED TO PURCHASER.**

ARTICLE VIII
COVENANTS OF SELLER AND PURCHASER

Seller and Purchaser, jointly and severally, hereby agree to keep, perform, and fully discharge the following covenants and agreements:

8.2 Storage of Equipment. Purchaser may store Equipment at Seller's facilities at 472 Pearson Road, Greer, SC, at no cost to Purchaser.

8.2 Maintenance and Mechanical Support. Purchaser agrees to use High Lite Rides as its single source for Maintenance and Mechanical Support during the payment period and until the Equipment is full paid. Any and all maintenance and mechanical support will be billed at High Lites Rides normal billing rate. Maintenance and Mechanical Support invoice are due and payable at time of service. Should any maintenance and Mechanical support invoices not be paid within 30 days it would be considered the same as breach in payment per para. ____

8.3 Purchase New Rides at Cost. Purchaser has the option to purchase new rides produced by High Lite Rides at cost.

8.4 Test New Rides. Purchaser agrees to field test new rides produced by High Lite Rides at no cost to Seller or High Lite Rides.

8.5 New Business. Seller agrees to refer all inquires about amusement rides (not equipment) to Purchaser during the 10 year non compete period.

ARTICLE IX
RIGHTS OF SELLER

Should Purchaser default on payments:

9.1 Notice to Purchaser. Ten days after any failure of Purchaser to make payment on schedule as defined herein, Seller shall notify Purchaser of payment failure by US Mail.

9.2 Execution to Recover. Thirty days after any failure of Purchaser to make payment on schedule as defined herein with notice as required by para 8.1, Seller may declare the Promissory Note in default and seek recovery of the Equipment by all legal means. Seller may declare all payments on the Promissory Note see article 9.3.

9.3 Purchaser and seller agree to sell equipment to cover note.

ARTICLE X
MUTUAL COVENANTS

10.1 Expenses. Each of the parties hereto shall pay all costs and expenses incurred by such party in connection with the transactions contemplated by this Agreement, whether or not the transactions contemplated hereby are consummated.

10.2 Confidentiality; Public Announcements. Each party will and will cause its employees and agents to hold in strict confidence, unless disclosure is compelled by judicial or administrative process, or in the opinion of its counsel, by other requirements of law, all Confidential Information and will not disclose the same to any Person. The party gaining access to such Confidential Information shall exercise the same degree of care with respect thereto that any such party uses to preserve and safeguard its own confidential proprietary information. Confidential Information shall be used only for the purpose of and in connection with consummating the transaction contemplated herein. None of the parties hereto shall make any disclosure to the public or concerning this Agreement or the transactions contemplated hereby other than with the express written consent of the other parties hereto, except as may be required by law, or by rule, regulation or announcement of a governmental or quasi-governmental agency. To the extent reasonably practicable, any press release or trade notice proposed to be issued by any party hereto shall be submitted to the other parties hereto for approval, which approval shall not be unreasonably withheld or delayed. Neither party shall offer nor share any information to any third person to the detriment of the other.

10.3 Further Assurances. Each party hereto agrees to execute and deliver promptly such instruments and take such other actions as any other such party may reasonably request in order to carry out the intent of this Agreement.

ARTICLE XI
SURVIVAL, INDEMNIFICATION AND HOLDBACK REDUCTION EVENT

11.1 Indemnification.

(a) Seller agrees to indemnify and hold Purchaser and its officers, directors, shareholders, and employees harmless from and against any and all claims, demands, expenses, charges, losses, damages (including, without limitation, punitive from a third party judgement and consequential damages), liabilities, and obligations (including, without limitation, reasonable attorney fees and other costs and expenses of the indemnified party incurred in defense or otherwise incident thereto) whether or not any liability or payment obligation or judgment is ultimately imposed against the indemnified party arising out of, based on, or relating to any facts or

circumstances (i) that would constitute a material breach by either party of any representation, warranty, or covenant contained herein or in any agreement executed pursuant hereto; (ii) in respect of any liability, payment or obligation of either party, including any liability or obligation arising out of or related to facts or circumstances existing prior to the closing or the operation of the Business prior to the closing; (iii) resulting from or arising out of any third party action, whether by a governmental authority or other third party for damages, including fines and penalties or cleanup costs or other compliance costs under any environmental law arising out of or caused in whole or in part by the operations of Seller prior to the sale or the condition of any property occupied by Seller on the date of the sale.

(b) Purchaser agrees to indemnify and hold harmless Seller and its officers, directors, shareholders, and employees from and against any and all claims, demands, expenses, charges, losses, damages (including, without limitation, punitive from a third party judgement and consequential damages), liabilities and obligations (including, without limitation, reasonable attorney=s fees and other costs and expenses of the indemnified party incurred in defense of or otherwise incident thereto) whether or not any liability or payment obligation or judgment is ultimately imposed against the indemnified party arising out of, based on, or relating to any facts or circumstances: (i) that would constitute a material breach by Purchaser of any representation, warranty, or covenant contained herein or in any agreement executed pursuant hereto; (ii) in respect to any liability, payment, or obligation of Purchaser arising solely out of facts or circumstances arising after the sale.

(c) The rights to indemnification provided in this Section 11.2 shall be in addition to any other rights of indemnification in favor of any of the parties contained elsewhere in this Agreement.

11.2 Provisions of General Application Regarding Indemnification. With respect to any right of indemnification arising under this Agreement, the following provisions shall apply:

(a) Notice. Within thirty (30) days of knowledge of any dispute or potential claim or action or the assessment of any claim (to which a right of indemnification hereunder may reasonably apply) by a third party, the Party(ies) receiving such notice of commencement shall give the other Party(ies) written notice thereof, together with a copy of such claim, and the Indemnifying Party(ies) shall have the right to undertake the defense thereof by representatives of its own choosing.

(b) Defense Rights. In the event that the Indemnifying Party(ies) by the thirtieth (30th) day after receipt of notice of any such claim (or, if earlier by the tenth (10th) day preceding the day on which an answer or other pleading must be served in order to prevent judgment by default in favor of the person asserting such claim), does not elect to defend against such claim, the

Indemnified Party will (upon further notice to the Indemnifying Party(ies)) have the right to undertake the defense, compromise or settlement of such claim in any reasonable manner on behalf of and for the amount and risk and expense of the Indemnifying Party(ies), subject to the right of the Indemnifying Party(ies) to assume the defense of such claim at any time prior to settlement, compromise or final determination thereof.

(c) Settlement. Anything in this Agreement to the contrary notwithstanding, (a) if there is a reasonable probability that a claim may materially and adversely affect the Indemnifying Party(ies) other than as a result of money damages or other money payments, the Indemnifying Party(ies) shall have the right, at its own cost and expense, to compromise or settle such claim in any reasonable manner, but (b) the Indemnifying Party(ies) shall not, without prior written consent of the Indemnified Party(ies), settle or compromise any claim or consent to the entry of any judgment which does not include as an unconditional term thereof the giving by the claimant or the plaintiff to the Indemnified Party(ies) a release from all liability in respect of such claim. In any event, all Parties shall retain the right to participate in the defense of any such claim.

(d) Interest. All claims for indemnification under this Section 11 shall bear simple interest from the date actual financial loss respecting such indemnification claim is incurred by the Indemnified Party(ies) at the rate of eight percent (8%)percent per annum until such claim for indemnification is paid in full by the Indemnifying Party(ies).

ARTICLE XII
GENERAL PROVISIONS

12.1 Amendments and Wavier. No amendment, waiver or consent with respect to any provision of this Agreement shall in any event be effective, unless the same shall be in writing and signed by the party intended to be bound thereby, and then such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

12.2 Notices. All notices, requests, demands and other communications hereunder shall be in writing delivered in person or sent by registered or certified mail, postage prepaid, or by telecopy, telegram or telex as follows:

If to Seller and Murphy:

With a copy to:

Mr. Michael O. Howard
472 Pearson Road

Greer, SC 29651

If to Purchaser and Wiener:

Scott Wiener
286 Rocky Creek Road
Greenville, SC 29615

Any party may change its address for receiving notice by written notice given to the others named above.

12.3 Expenses. Except as otherwise expressly provided herein, each party to this Agreement shall pay its own costs and expenses in connection with the transactions contemplated hereby. Provided, however, any fees charged by the closing attorneys, shall be equally shared by the parties.

12.4 Counterparts. This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12.5 Benefit. This Agreement shall bind and inure to the benefit of the parties named herein and their respective successors and assigns.

12.6 Entire Agreement. This Agreement and the documents referred (listing of these documents to be in schedule 13.6)to herein contain the entire understanding among the parties with respect to the transactions contemplated hereby and supersede all other agreements, understandings, and undertakings among the parties with respect to the subject matter hereof.

12.7 Applicable Law, Construction. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina. The parties hereto participated in the negotiation and drafting of this Agreement and, therefore, no greater or stricter construction shall be applied to any party hereto.

12.8 Other Rules of Construction. References in this Agreement to sections, schedules and exhibits are to sections of, and schedules and exhibits to this Agreement unless otherwise indicated. Words in the singular include the plural and in the plural include the singular. The word "or" is not exclusive. The word "including" shall mean including, without limitation. The section and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

12.9 Partial Invalidity. In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or

render unenforceable any other provision hereof, unless such holding substantially alters the financial intent of the parties and, in such event, the barmed party shall have the right to terminate this Agreement. The failure of any Schedule or Exhibit called for herein to be attached hereto shall in no way affect the validity or enforceability of this Agreement as a whole or any of the other provisions set forth herein.

12.10 Litigation. With regard to any litigation brought to enforce any provisions of this Agreement, the parties hereby consent to the nonexclusive jurisdiction and venue of the courts of the State of South Carolina, County of Greenville, or federal district court located in such state for such purposes. The parties hereby waive all defenses as to personal jurisdiction, venue and solvent immunity from jurisdiction, attachment, and execution. Any party who brings or defends a proceeding to enforce provisions of this Agreement and prevails shall be paid its full cost and expenses, including reasonable attorney=s fees by the non-prevailing party determined by the Judge.

IN WITNESS WHEREOF, the individual parties have executed this Agreement and each of the corporate parties has caused this Agreement to be executed on its behalf by a duly authorized officer all as of the date first written above.

In the presences of:

By: _____
Michael O. Howard, Individual

_____

As to Seller

ABC Amusements

By: _____
Scott Wiener, owner

_____

As to Purchaser

_____
Scott Wiener, Individually

_____

As to Wiener

Payment Schedule

Date Due	Payment	Interest	Balance
April 1, 2010			623,000.00
May 1, 2010	8,333.33	1,038.33	615,705.00
June 1, 2010	8,333.33	1,026.18	608,397.85
July 1, 2010	8,333.33	1,014.00	601,078.51
August 1, 2010	8,333.33	1,001.80	593,746.98
September 1, 2010	8,333.33	989.58	586,403.23
October 1, 2010	8,333.33	977.34	579,047.24
November 1, 2010	0.00	965.08	580,012.32
December 1, 2010	0.00	966.69	580,979.01
January 1, 2011	0.00	968.30	581,947.30
February 1, 2011	0.00	969.91	582,917.22
March 1, 2011	0.00	971.53	583,888.74
April 1, 2011	0.00	973.15	584,861.89
May 1, 2011	8,333.33	974.77	577,503.33
June 1, 2010	8,333.33	962.51	570,132.51
July 1, 2010	8,333.33	950.22	562,749.40
August 1, 2010	8,333.33	937.92	555,353.98
September 1, 2010	8,333.33	925.59	547,946.24
October 1, 2010	8,333.33	913.24	540,526.16
November 1, 2010	0.00	900.88	541,427.03
December 1, 2010	0.00	902.38	542,329.41
January 1, 2011	0.00	903.88	543,233.30
February 1, 2011	0.00	905.39	544,138.68
March 1, 2011	0.00	906.90	545,045.58
April 1, 2011	0.00	908.41	545,953.99
May 1, 2011	13,738.20	909.92	533,125.71
June 1, 2011	13,738.20	888.54	520,276.06
July 1, 2011	13,738.20	867.13	507,404.98
August 1, 2011	13,738.20	845.67	494,512.46
September 1, 2011	13,738.20	824.19	481,598.45
October 1, 2011	13,738.20	802.66	468,662.91
November 1, 2011	0.00	781.10	469,444.02
December 1, 2011	0.00	782.41	470,226.42
January 1, 2012	0.00	783.71	471,010.13
February 1, 2012	0.00	785.02	471,795.15
March 1, 2012	0.00	786.33	472,581.48
April 1, 2012	0.00	787.64	473,369.11
May 1, 2012	13,738.20	788.95	460,419.86
June 1, 2012	13,738.20	767.37	447,449.03
July 1, 2012	13,738.20	745.75	434,456.57
August 1, 2012	13,738.20	724.09	421,442.47
September 1, 2012	13,738.20	702.40	408,406.67
October 1, 2012	13,738.20	680.68	395,349.15
November 1, 2012	0.00	658.92	396,008.07
December 1, 2012	0.00	660.01	396,668.08
January 1, 2013	0.00	661.11	397,329.19
February 1, 2013	0.00	662.22	397,991.41
March 1, 2013	0.00	663.32	398,654.73
April 1, 2013	0.00	664.42	399,319.15

May 1, 2013	13,738.20	665.53	386,246.48
June 1, 2013	13,738.20	643.74	373,152.03
July 1, 2013	13,738.20	621.92	360,035.75
August 1, 2013	13,738.20	600.06	346,897.61
September 1, 2013	13,738.20	578.16	333,737.57
October 1, 2013	13,738.20	556.23	320,555.60
November 1, 2013	0.00	534.26	321,089.86
December 1, 2013	0.00	535.15	321,625.01
January 1, 2014	0.00	536.04	322,161.05
February 1, 2014	0.00	536.94	322,697.99
March 1, 2014	0.00	537.83	323,235.82
April 1, 2014	0.00	538.73	323,774.54
May 1, 2014	13,738.20	539.62	310,575.97
June 1, 2014	13,738.20	517.63	297,355.39
July 1, 2014	13,738.20	495.59	284,112.78
August 1, 2014	13,738.20	473.52	270,848.11
September 1, 2014	13,738.20	451.41	257,561.32
October 1, 2014	13,738.20	429.27	244,252.39
November 1, 2014	0.00	407.09	244,659.48
December 1, 2014	0.00	407.77	245,067.24
January 1, 2015	0.00	408.45	245,475.69
February 1, 2015	0.00	409.13	245,884.81
March 1, 2015	0.00	409.81	246,294.62
April 1, 2015	0.00	410.49	246,705.11
May 1, 2015	13,738.20	411.18	233,378.09
June 1, 2015	13,738.20	388.96	220,028.85
July 1, 2015	13,738.20	366.71	206,657.37
August 1, 2015	13,738.20	344.43	193,263.59
September 1, 2015	13,738.20	322.11	179,847.50
October 1, 2015	13,738.20	299.75	166,409.05
November 1, 2015	0.00	277.35	166,686.39
December 1, 2015	0.00	277.81	166,964.21
January 1, 2016	0.00	278.27	167,242.48
February 1, 2016	0.00	278.74	167,521.22
March 1, 2016	0.00	279.20	167,800.42
April 1, 2016	0.00	279.67	168,080.09
May 1, 2016	13,738.20	280.13	154,622.02
June 1, 2016	13,738.20	257.70	141,141.52
July 1, 2016	13,738.20	235.24	127,638.56
August 1, 2016	13,738.20	212.73	114,113.09
September 1, 2016	13,738.20	190.19	100,565.08
October 1, 2016	13,738.20	167.61	86,994.49
November 1, 2016	0.00	144.99	87,139.48
December 1, 2016	0.00	145.23	87,284.71
January 1, 2017	0.00	145.47	87,430.18
February 1, 2017	0.00	145.72	87,575.90
March 1, 2017	0.00	145.96	87,721.86
April 1, 2017	0.00	146.20	87,868.06
May 1, 2017	13,738.20	146.45	74,276.31
June 1, 2017	13,738.20	123.79	60,661.90
July 1, 2017	13,738.20	101.10	47,024.81
August 1, 2017	13,738.20	78.37	33,364.98

September 1, 2017	13,738.20	55.61	19,682.39
October 1, 2017	13,738.20	32.80	5,976.99
November 1, 2017	5,986.96	9.96	0.00

EXHIBIT
B
PENGAD 800-631-6989

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF GREENVILLE)	THIRTEENTH JUDICIAL CIRCUIT
)	
)	C.A. No. 2013-CP-23-04588
)	
ABC Amusements, Inc. and Scott Wiener,)	
)	
Plaintiffs,)	**PLAINTIFFS' RESPONSE TO DEFENDANTS' REQUEST TO ADMIT**
)	
v.)	
)	
Michael O. Howard, High-Lite Rides, Inc. and MGR Rides, LLC.)	
)	
Defendants.)	
)	

TO: JOHN B. DUGGAN, ESQ. AND DANIEL R. HUGHES, ESQ. ATTORNEYS FOR THE DEFENDANTS:

Plaintiffs ABC Amusements, Inc. and Scott Wiener (hereinafter "Plaintiffs") by and through their undersigned attorneys, replies pursuant to Rule 36 of the South Carolina Rules of Civil Procedure respond to Defendants' Requests to Admit, reserving the right to amend and/or supplement, as follows:

1. Admit that the document attached hereto as Exhibit "A" is a true and accurate copy of the April 1, 2010 agreement that is the subject of this action and the payment schedule agreed upon by the parties (hereinafter "Agreement").

REPLY: Denied.

2. Admit that paragraph 2.2 of the Agreement attached hereto as Exhibit "A" provides for payment to Defendant Howard in the amount of $13,738.20 per month for six (6) months each year commencing on May 1, 2012 until the balance is paid in full.

REPLY: Admit.

3. Admit that only a partial payment in the amount of $11,738.20 was made to Defendant Howard for the payment due July 1, 2012.

REPLY: Denied. Plaintiffs set off the total payment to Defendant because payments and/or reimbursements were due to Plaintiffs from Defendants at that time.

4. Admit that as of September 1, 2015, fourteen (14) payments have not been made to Defendant Howard in the amount of $13,738.20 each provided for in paragraph 2.2 of the Agreement attached hereto as Exhibit "A."

REPLY: Admit.

5. Admit that paragraph 2.2 of the Agreement attached hereto as Exhibit "A" requires payment to the Defendant in the amount of $13,738.20 by October 1, 2015.

REPLY: Admit.

6. Admit that Paragraph 2.3 of the Agreement provides that any unpaid portion of the purchase price is subject to an interest rate of two (2.0%) percent per year calculated on a monthly rate of 0.1667%.

REPLY: Admit.

7. Admit that the document attached hereto as Exhibit "B" represents a true and accurate accounting of the payments not made to Defendant Howard pursuant to the Agreement, including two (2.0%) percent interest.

REPLY: Denied. Plaintiffs reduced their July 2012 payment to account for payments and/or reimbursements due to Plaintiffs from one or more Defendants at the time the payment was made.

8. Admit that as of September 1, 2015, the total amount of payments not made to Defendant Howard pursuant to the Agreement is $198,249.86, including two (2.0%) percent interest.

REPLY: **Denied.**

9. Admit that as of November 1, 2015, the total amount of payments not made to Defendant Howard pursuant to the Agreement will be $212,672.34, including two (2.0%) percent interest, if Defendant Howard does not receive payment prior to November 1, 2015.

REPLY: **Denied.**

10. Admit that the document attached hereto as Exhibit "C" represents a true and accurate amortization of the account established pursuant to the Agreement from April 1, 2010 through November 1, 2015.

REPLY: **Denied.**

11. Admit that as of September 1, 2015, the total amount past due to Defendant Howard, pursuant to the Agreement, is $455,820.75.

REPLY: **Denied.**

12. Admit that as of November 1, 2015, the total amount that will be past due to Defendant Howard pursuant to the Agreement is $457,341.42, if Defendant Howard does not receive payment prior to November 1, 2015.

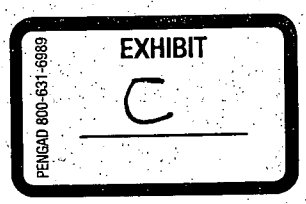
REPLY: **Denied.**

Respectfully submitted,

Aimee V. Leary (S.C. Bar # 100657)
Wendell L. Hawkins (S.C. Bar #: 13583)
Wendell L. Hawkins, PA
103-C Regency Commons Drive Greer, SC 29650
(864) 848-9370 (Ph) (864) 848-9759 (Fax)

avl@wlhawkinslawfirm.com
wlh@wlhawkinslawfirm.com
Attorneys for Plaintiffs

Greer, South Carolina
October 19, 2015



PAYMENTS NOT MADE
ABC AMUSEMENTS

#	Date	Payment Due	Payment Made	Balance Unpaid	2% Interest	Balance
1	04/01/10	10,000.00	10,000.00	-	-	-
2	05/01/10	8,333.33	8,333.33	-	-	-
3	06/01/10	8,333.33	8,333.33	-	-	-
4	07/01/10	8,333.33	8,333.33	-	-	-
5	08/01/10	8,333.33	8,333.33	-	-	-
6	09/01/10	8,333.33	8,333.33	-	-	-
7	10/01/10	8,333.33	8,333.33	-	-	-
8	11/01/10	-	-	-	-	-
9	12/01/10	-	-	-	-	-
10	01/01/11	-	-	-	-	-
11	02/01/11	-	-	-	-	-
12	03/01/11	-	-	-	-	-
13	04/01/11	-	-	-	-	-
14	05/01/11	8,333.33	8,333.33	-	-	-
15	06/01/11	8,333.33	8,333.33	-	-	-
16	07/01/11	8,333.33	8,333.33	-	-	-
17	08/01/11	8,333.33	8,333.33	-	-	-
18	09/01/11	8,333.33	8,333.33	-	-	-
19	10/01/11	8,333.33	8,333.33	-	-	-
20	11/01/11	-	-	-	-	-
21	12/01/11	-	-	-	-	-
22	01/01/12	-	-	-	-	-
23	02/01/12	-	-	-	-	-
24	03/01/12	-	-	-	-	-
25	04/01/12	-	-	-	-	-
26	05/01/12	13,738.20	13,738.20	-	-	-
27	06/01/12	13,738.20	13,738.20	-	-	-
28	07/01/12	13,738.20	11,238.20	2,500.00	-	2,500.00
29	08/01/12	13,738.20	13,738.20	-	4.17	2,504.17
30	09/01/12	13,738.20	13,738.20	-	4.17	2,508.34
31	10/01/12	13,738.20	13,738.20	-	4.18	2,512.52
32	11/01/12	-	-	-	4.19	2,516.71
33	12/01/12	-	-	-	4.20	2,520.91

34	01/01/13	-	-	-	4.20	2,525.11
35	02/01/13	-	-	-	4.21	2,529.32
36	03/01/13	-	-	-	4.22	2,533.54
37	04/01/13	-	-	-	4.22	2,537.76
38	05/01/13	13,738.20	13,738.20	-	4.23	2,541.99
39	06/01/13	13,738.20	13,738.20	-	4.24	2,546.23
40	07/01/13	13,738.20	13,738.20	-	4.24	2,550.47
41	08/01/13	13,738.20	-	13,738.20	4.25	16,292.92
42	09/01/13	13,738.20	-	13,738.20	27.16	30,058.28
43	10/01/13	13,738.20	-	13,738.20	50.11	43,846.59
44	11/01/13	-	-	-	73.09	43,919.68
45	12/01/13	-	-	-	73.21	43,992.90
46	01/01/14	-	-	-	73.34	44,066.23
47	02/01/14	-	-	-	73.46	44,139.69
48	03/01/14	-	-	-	73.58	44,213.27
49	04/01/14	-	-	-	73.70	44,286.98
50	05/01/14	13,738.20	-	13,738.20	73.83	58,099.00
51	06/01/14	13,738.20	-	13,738.20	96.85	71,934.05
52	07/01/14	13,738.20	-	13,738.20	119.91	85,792.17
53	08/01/14	13,738.20	-	13,738.20	143.02	99,673.38
54	09/01/14	13,738.20	-	13,738.20	166.16	113,577.74
55	10/01/14	13,738.20	-	13,738.20	189.33	127,505.27
56	11/01/14	-	-	-	212.55	127,717.82
57	12/01/14	-	-	-	212.91	127,930.73
58	01/01/15	-	-	-	213.26	128,143.99
59	02/01/15	-	-	-	213.62	128,357.61
60	03/01/15	-	-	-	213.97	128,571.58
61	04/01/15	-	-	-	214.33	128,785.91
62	05/01/15	13,738.20	-	13,738.20	214.69	142,738.79
63	06/01/15	13,738.20	-	13,738.20	237.95	156,714.94
64	07/01/15	13,738.20	-	13,738.20	261.24	170,714.38
65	08/01/15	13,738.20	-	13,738.20	284.58	184,737.16
66	09/01/15	13,738.20	-	13,738.20	307.96	198,783.32
67	10/01/15	13,738.20	-	13,738.20	331.37	212,852.89
68	11/01/15	-	-	-	354.83	213,207.72
69	11/09/15	-	-	-	106.63	213,314.34

MR. HAWKINS:
Object to the form.
EXAMINATION RESUMED BY MR. HUGHES:
Q. Does this first paragraph list MGR or High-Lite Rides as parties to this agreement?
A. No.
Q. The last sentence of this paragraph has the language, or the last line says, "Michael Howard, an individual residing in Greenville County, South Carolina, who is the sole owner of the equipment to be sold." Do you see that language?
A. Yes.
Q. Do you agree that Michael Howard is the sole owner of the equipment that was being sold in this agreement?
MR. HAWKINS:
Object to the form. You can answer the question. Go ahead. You can answer.
EXAMINATION RESUMED BY MR. HUGHES:
A. I was under the impression that he owned the inventory.
Q. Do you have any knowledge that someone else besides Michael Howard owns the equipment?
A. I don't -- I don't know that -- I don't have any knowledge that somebody other than Mike owned the equipment.
Q. The next portion of the contract under Recitals, do you

want to call that particular piece, but it's the part that the tubs sit on.

Q. When did you see those parts?

A. I believe it was around the April point.

Q. Was this at the same time that you took a look at all the equipment that you were buying?

A. Probably. Most of it was set already on a rack or put together. So that was the only one that wasn't.

Q. How many times did you look at the equipment you were buying prior to April 1, 2010?

A. Maybe a handful of times, a couple times.

Q. And all of these examinations by you took place prior to April 1, 2010?

A. Yes.

Q. And included in those examinations you saw the parts to the Berry Go Round?

A. Correct.

Q. I'm going to refer you back to Exhibit Number 1. I'm going to direct your attention to item 1.2. Do you see that on page 1?

A. Yes.

Q. If you could, please read the section 1.2 entitled Purchased Equipment and tell me what that means.

A. "The equipment to be purchased is detailed in attached 'A' -- or attached 'A' -- and is sold 'as is,' 'where

A. First of all, it's still a typo, because that should have been 2013. Correct?

Q. I believe you're correct. So let's go back up to the earlier payment when it first jumped to $13,738.20.

A. Yes.

Q. 2012 is where the payment jumped to that amount, $13,720.20. Correct?

A. Yes.

Q. And in 2012, from May through October did you make all those payments?

A. Yes.

Q. So coming on down to the next required payments of $13,738.20 starting May 1, which should be 2013, and I'm referring to the first page of the payment schedule, did you make all the payments in 2013?

A. No.

Q. What payments did you not make in 2013?

A. I'd have to check my payment schedule, but I would say that I didn't make an August 1, September 1, and October 1.

Q. Have you made any payments since July 1, 2013?

A. No.

Q. Why not?

A. I was advised by my counsel not to.

Q. If we make an adjustment to the dates to reflect the

MR. HAWKINS:
Object to the form.
EXAMINATION RESUMED BY MR. HUGHES:
Q. You can answer if you can. Doesn't it say that you're going to personally guarantee the obligation herein?
A. That's what that says. I guess that's not how I understood that or how I interpreted that.
Q. Okay. Let's go to section 3.1, which is entitled Non-Competition Agreement. Do you see that section?
A. Yes.
Q. Tell me what this provision means.
A. I understood this provision to -- I mean, how I understand it is that we would, after we executed this document, then Mike Howard would not be competing with ABC Party Rentals and Amusements and renting amusement rides and getting out of that particular type of business.
Q. The provision says, "Purchaser and Seller shall execute a Non-Competition Agreement." Correct?
A. Correct.
Q. Was that agreement ever executed or signed?
A. No.
Q. What do you understand the terms and conditions that this provision refers to as a non-compete?
A. That for 10 years, as stated I think in the attachment

number 2 and I believe it's mentioned in here, as well, that there would be no competition through Mike Howard on amusement ride rentals or carnivals or any type of competition on that business.

Q. So the only writings that you're referring to that refer to this non-compete are this agreement that's Exhibit Number 1. Correct?

A. Correct.

Q. And what we've identified as Exhibit Number 2?

A. Correct.

Q. Are there any other writings ever signed by the parties, presented to the parties that deal with this non-competition agreement?

A. No, not that I'm aware of.

Q. Are there any oral agreements that you had with Mike Howard regarding a non-competition agreement?

A. We certainly had talked about it.

Q. How many conversations did you have with Mr. Howard about a non-compete agreement?

A. Probably a couple before and several after.

Q. And where would these conversations take place before the April 1, 2010 agreement?

A. In his office.

Q. At his shop?

A. Mm-hmm.

Q. And when were these conversations?
A. Probably prior to this day.
Q. Tell me about the conversations.
A. I think some of them came up when we were discussing even as early as him selling it to another company how there would have to be some kind of non-compete clause. So we were discussing that. And then when ABC decided to purchase the particular rides, then we had a conversation about a non-compete, as well.
Q. You referred earlier to that the term was 10 years. Is that correct?
A. That's correct.
Q. What other terms do you understand the non-compete to include?
A. I don't understand.
Q. What was Mr. Howard not to do?
A. He was not to do carnivals. He was not to subrent rides to other competitors or to anybody, for that matter. I understood it that -- because the same terms -- we were going to take new business, and existing business was to come our way, was being referred to ABC.
Q. Anything else besides not engaging in carnivals, he can't subrent rides, and referring new business?
A. For that 10-year period?

Q. Yes, sir.
A. Yeah, I believe that was -- my understanding was he was getting out of that part of the business.
Q. What part of the business?
A. The on-the-road carnival business, subrenting business.
Q. How did you come about this understanding that he was getting out of the business?
A. Well, we talked about it, one, and I was buying his route and his connections.
Q. Did he tell you, Scott, I'm getting out of the business?
A. He wanted to focus more on, I think at the time he was still doing some kind of energy producing equipment.
Q. But did he tell you, Mr. Wiener, I'm getting out of this business?
A. Out of that portion. He didn't have time nor did his kids have time to run that part of his business.
Q. Did he tell you, I am getting out of the amusement ride business?
A. Out of the rental, out of the carnival ride business, subrental business.
Q. Is that a yes or a no?
MR. HAWKINS:
Object to the form.
EXAMINATION RESUMED BY MR. HUGHES:

A. As I understand it, that's the part he was getting out of.

Q. But did he ever tell you, Scott, I'm getting out of this business? Did he ever say that to you?

A. Well, sir, he manufactures rides. Are you including that in your statement?

Q. No. I'm including the amusement ride part of the business, subrenting rides. Did he ever say, I'm not doing this business any longer?

A. Yeah, they were getting -- he was getting out of that. I understood he was getting out of that part of the business.

Q. Regarding the terms of what you understood to be this non-compete based upon this April 1, 2010 agreement and Exhibit 2, where does it state that? Where does it provide those terms that you've stated that Mike Howard could not compete against you?

A. Other than these two exhibits?

Q. I want you to tell me where in these agreements those provisions exist.

A. That he's not going to compete?

Q. Right.

A. Okay. On Exhibit 2 there was a 10-year non-compete clause. I believe there's -- 8.5, "Seller agrees to refer all inquiries about amusement rides to the

Purchaser during the 10-year non-compete period." I think that's a typo, too.

Q. What's a typo?

A. Well, doesn't it say -- I think we discussed that earlier. Just the way it was written, non-compete, page 5.

Q. I don't follow you. What is the typo there?

A. Well, I thought it was. Maybe it's not. It's 8.5, 10-year non-compete period.

Q. You don't think there's a typo there, do you?

A. No. Sorry. I'd have to read through the whole thing to see if there's another portion of it. 4.2, non-compete agreement with purchaser. 4.3, non-compete agreement.

Q. Is there anywhere in this agreement that you would say prevents Mr. Howard from subrenting rides?

MR. HAWKINS:

Object to the form.

EXAMINATION RESUMED BY MR. HUGHES:

A. From him subrenting rides?

Q. Right.

A. Now, is he subrenting them to somebody else or is he renting them from -- I'm not sure I understand.

Q. Well, you testified earlier that the terms of the non-compete was that he could not subrent rides. Do you

agree with that?

A. Correct.

Q. What provision in this agreement would prevent him from doing that?

A. Non-competing. That's competing.

Q. How would he know that?

A. How would he know that?

Q. Right.

A. Probably his extensive experience being in the business he would know. Non-compete doesn't mean go out there--

-

Q. But based on the terms of this agreement, Exhibit 1, how would he know that?

A. He would know that.

Q. Does it say it anywhere in this Exhibit 1?

A. It says don't compete.

Q. Does it say he can't subrent rides?

A. That's competing.

Q. Does it say seller Mike Howard cannot subrent rides?

A. It doesn't say subrent. It says don't compete, non-compete.

Q. Did you pay Mr. Howard anything in exchange for a covenant not to compete?

MR. HAWKINS:

Object to the form.

EXAMINATION RESUMED BY MR. HUGHES:

A. Yes.

Q. What?

A. About $150,000.

Q. Have you paid that to him?

A. That's broken down in these payments.

Q. And you're referring---

A. As I understand.

Q. Are you referring to the $150,000 to buy the MGR route?

A. That's correct.

Q. But that was part of the purchase price of $633,000. Correct?

A. That's correct.

Q. Have you paid anything separately from $633,000 for a covenant not to compete?

A. No.

Q. What was the geographical area that this non-compete covered?

A. Well, most of his routes went anywhere from probably Virginia, Indiana, Tennessee, North Carolina, South Carolina, Georgia.

Q. So I want you to tell me what states this non-compete covered besides the ones you just listed. Any others?

A. Not that I can think of.

Q. Is there anything in this Exhibit 1 that provides the

geographical area of this non-compete agreement?

A. No.

Q. Would you agree with me, Mr. Wiener, that a non-compete agreement was contemplated by you and Mr. Howard but was never entered into by you and Mr. Howard?

A. No.

Q. You would not agree with that?

A. No.

Q. But you do not have a separate agreement, a separate non-competition agreement. Correct?

A. That's correct.

Q. And you would agree with me that section 3.1 is saying that the parties shall execute a non-competition agreement to prohibit seller from competing with the business of purchaser under the terms and conditions specified in that agreement. Correct?

A. Yes.

Q. So that means that there would be a separate agreement that you and Mike would enter into that would provide the non-competition agreement. Correct?

A. Correct.

Q. And that was never entered into?

A. No.

Q. But you didn't sign a separate agreement. Correct?

A. No.

Q. All right. If you could, Mr. Wiener, go to the next page, Article IV. 4.2 deals with deliveries by purchaser. Correct?

A. Correct.

Q. So these would apply to you that you would do the following, (a), (b), and ©. Correct?

A. Correct.

Q. Under subsection (a), did you give Mr. Howard a check in the amount of $10,000?

A. Yes.

Q. Under subsection (b), did you give Mr. Howard a promissory note in the amount of $623,000 with a personal guarantee?

A. No.

Q. And under subsection © of 4.2, did you deliver a non-competition agreement to Mr. Howard?

A. No.

Q. Under 4.3 entitled Deliveries by Seller, it states, "At the sale, Seller shall deliver the following." Subsection (a), did Mike Howard comply with subsection (a) of 4.3?

A. Yes.

Q. Under subsection (b) of 4.3, did Mr. Howard deliver a non-competition agreement between you and he?

A. No.

A. How is? I guess how it's sitting there.
Q. All right. Mr. Wiener, if you'd turn to Article VIII. Section 8.2 entitled Storage of Equipment. It says, "Purchaser may store equipment at Seller's facilities at 472 Pearson Road in Greer at no cost." Did you ever store any equipment at Mr. Howard's shop?
A. Periodically, early on.
Q. When was the last time you had a piece of equipment there?
A. I don't know a specific date. I would say maybe sometime in 2013.
Q. Do you remember what piece of equipment it was?
A. No, sir.
Q. Section 8.2 entitled Maintenance and Mechanical Support, I want you to read this paragraph and tell me what it means. You don't have to read it out loud. Read it to yourself and tell me what it means.
A. What I understand that to mean?
Q. Yes, sir.
A. That the maintenance on the inventory, the rides, would be done by High-Lite Rides.
Q. For how long would High-Lite Rides have the right to perform maintenance and mechanical support?
A. Ten years, I guess, for the terms of the agreement.
Q. Doesn't it state until the equipment is "full paid"?

A. Correct.
Q. And, according to the terms of repayment, that would at least be until 2018 or until you completed payment?
A. Correct.
Q. Have you used High-Lite Rides as the single source for maintenance and mechanical support from April 1, 2010 through present?
A. No. To probably July of 2013 maybe.
Q. So you're saying in July of 2013 is the last time you used High-Lite Rides for mechanical maintenance?
A. Correct.
Q. Is ABC Amusements in the business of mechanical maintenance to amusement ride equipment?
A. To personal rides?
Q. The amusement rides that you purchased.
A. I owned rides prior to that, too, which I didn't purchase from Mike that we maintain.
Q. But do you do maintenance on them?
A. Yeah.
Q. Did you do maintenance and mechanical support on the rides that are listed in Exhibit 2?
A. Yeah.
Q. How often would you do maintenance and mechanical support of these rides?
A. It would depend on the ride, but, I mean, some of it's

A. Okay. I've read it.
Q. Okay. Are there outstanding invoices that have not been paid by you to Mike Howard or his company?
A. Yes.
Q. And they are over 30 days past due?
A. Correct.
Q. And that's a breach of this agreement in the fact that you have not paid those?
MR. HAWKINS:
Object to the form.
EXAMINATION RESUMED BY MR. HUGHES:
Q. You're not in compliance with this agreement based on you not paying those invoices timely?
A. My counselor advised me not to.
Q. Section 8.3, entitled Purchased New Rides at Cost, have you purchased any new rides from High-Lite Rides since April 1, 2010?
A. Not from High-Lite Rides.
Q. Under 8.4, have you tested any new rides produced by High-Lite Rides?
A. No.
Q. Section 8.5, New Business. "Seller agrees to refer all inquiries about amusement rides to Purchaser during the 10-year non-compete." How did Mr. Howard not comply with section 8.5?

refer them to me. He would just refer all the rentals and the subrentals, people that are putting on carnivals.

Q. So it's your understanding that this section meant that if someone was calling him about buying a piece of equipment, he would not have to call you about that, but any other inquiries about carnivals and events, that he would have to refer those to you?

A. That's kind of how I understood it.

Q. Let's go to Article IX entitled Rights of Seller, section 9.1 entitled Notice to Purchaser. Do you see that?

A. I see it.

Q. Has Mr. Howard provided you notice of your failure to make a payment as scheduled?

A. I've gotten documentation about receipts.

Q. What do you mean by that?

A. Like a monthly receipt or something. Invoices. Excuse me.

(Defendant's Exhibit 4 marked)

EXAMINATION RESUMED BY MR. HUGHES:

Q. Let me show you what I've marked as Exhibit Number 4. Have you seen this document before?

A. I don't remember seeing it before.

Q. Well, let's go over it. This is a document dated

August 15, 2013. Do you agree?

A. Correct.

Q. And it's notifying you that invoices are past due. Correct?

A. Yes.

Q. And on the second page of this exhibit is a copy of a certified mail green card, and it's addressed to ABC Rental. Correct?

A. Correct.

Q. At the correct address, 286 Rocky Creek Road?

A. Correct.

Q. And it's signed by Jennifer Johnson. Who is Jennifer Johnson?

A. I think it was an old employee that worked up front.

Q. But this would indicate that an employee of yours, Jennifer Johnson, signed for this past due invoice on August 16, 2013.

A. That's -- that looks correct.

Q. Do you agree with me that Mr. Howard has provided you sufficient notice --

MR. HAWKINS:

Object to the form.

EXAMINATION RESUMED BY MR. HUGHES:

Q. -- of your failure to make timely payments?

A. He has provided -- I guess he provided a notice.

Q. Go to section 9.2, please, entitled Execution to Recover. If you could read that provision to yourself and then we'll talk about it.

A. I've read it.

Q. Would you agree with me that if you do not pay as scheduled, that Mr. Howard could recover that equipment, come get it from you and take it back to his shop?

A. That's what it says.

Q. And further, in the last sentence, that he can declare all payments immediately due to him?

A. That's what it says, correct.

Q. And that if you go down to 9.3, do you agree with me that this provision contemplates that the parties are agreeing that the equipment could be sold to help cover the debt in the event you don't comply with the terms of repayment?

A. That's what it says.

Q. Next page, page 6, Article X, 10.2, and it's entitled Confidentiality and Public Announcements. Do you see that?

A. Yes.

Q. Are you alleging any breach of any confidentiality by Mr. Howard in this lawsuit?

A. I don't believe so.

Q. Yeah. You can refer back. You can see attached to the Complaint is an Exhibit A, which is---

A. Oh, okay. I'm sorry. Which is the contract. Right?

Q. Right.

A. Okay.

Q. And then behind it do you see the amortization schedule?

A. Correct, at the end, yes.

Q. Paragraph 27, do you see that on page 5?

A. Yes.

Q. Do you agree with that allegation?

A. Yeah, under counsel's advice, yes.

Q. So you agree you have failed to make all the payments as required by the agreement to Mr. Howard?

A. Correct.

Q. If you go to the next page, which is the eighth defense by way of a counterclaim by High-Lite Rides, do you see that caption there?

A. Yes.

Q. Paragraph 32 states that High-Lite is in the business of manufacturing, building, repairing and/or refurbishing amusement rides. Do you agree with paragraph 32?

MR. HAWKINS:

Object to the form.

maybe that was mine. I'm sorry.

Q. Are you referring to Exhibit 6?

A. I think some of that came from that.

Q. Are you still in possession of any handwritten notes that you had from these conversations with Cory Trammell?

A. I don't know if I've got any handwritten ones.

Q. Could you look and provide those to your attorney if you can?

A. Sure.

Q. Chris Harrison, who is Chris Harrison?

A. He's an employee of mine, and he worked for Mike, as well.

Q. When did he start working for ABC?

A. Again, I'd have to look through the personnel file, but I would say approximately a year.

Q. When did he work for Mike Howard?

A. I don't know what his employment was.

Q. What's he going to testify to?

A. Some of the events that he had done with Mike's rides at different locations.

Q. Who is Larry Porter?

A. Larry Porter, Big Larry. I guess same thing. He would testify that some of the events he's done and locations that he's gone to with Mike's rides.

Q. Is that an employee of yours?
A. No.
Q. Is that the same as Big L?
A. Yeah.
Q. Big L is Larry Porter?
A. Yeah, as I understand it.
Q. Can you provide me with addresses and contact information for Mr. Trammell and Mr. Harrison?
A. Sure.
Q. Okay. Bobby Howard, who is that?
A. That Mike's son, one of his sons.
Q. And what's he going to testify to?
A. Just a conversation up in Ed Brown Rodeo in 2013 and that I was there witnessing what was going on.
Q. Anything else besides your conversation with him at Ed Brown's rodeo that he would be able to testify to?
A. I don't know. He may be able to testify that Mike has done some other events. I don't know how involved he is with day-to-day operations anymore.
Q. Letter J, Cadeon Painter, who is that?
A. That's Mike's, I think, son-in-law still.
Q. And what's he going to testify to?
A. All the events that he's taken rides out to.
Q. Have you spoken with Mr. Painter about what his testimony would be?

Q. How much have you paid?
A. A thousand.
Q. So you agree you still owe, according to you, you still owe $959.92?
A. That looks like it.
Q. I'm sorry?
A. That looks like the balance.
Q. The next document looks like a copy dated May 14, 2013, which looks like a payment for the ride. It's 13,728.20 and $1000. Do you see that?
A. Yes.
Q. Was that money you paid to -- have you paid that to Mr. Howard?
A. Yes.
Q. The $1000, was that this thousand dollars that was referred to back on September 27, 2012?
A. It could be.
Q. Next is an invoice dated July 10, 2013 in the amount of $400. Do you see that?
A. Yes.
Q. Have you paid that?
A. No.
Q. Why haven't you paid that invoice for $400?
A. I think that was getting close to or sometime around when we started this case, and I was just informed not

Q. I'm going to step out and talk with Mike just for a second.

(Off the Record; 4:32 -- 4:34 p.m.)

EXAMINATION RESUMED BY MR. HUGHES:

Q. Mr. Wiener, are you in possession of the trailer that would be used to carry around the Berry Go Round?

A. Yes.

Q. Do you use it for anything else now?

A. We use -- we use it for rides sometimes. We use it to trailer things.

Q. But was it made specifically for this Berry Go Round?

A. It was made for that ride, and then Mike custom made other rides that can go on it.

Q. And did you pick this trailer up when you got all the other equipment in April of 2010?

A. I don't know. Somewhere maybe around that time. I'm not sure specifically.

Q. I don't have anything further. I'm not sure if Mr. Hawkins does or not, but I'm done with my questions. Thank you for your time.

EXAMINATION BY MR. HAWKINS:

Q. Just a couple. Scott, can you pick up Defendant's Exhibit 1, please? Section 1.3, Transfer of Title.

A. Yes, sir.

Q. This says -- and correct me if I'm wrong -- "Seller

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENSIMER
2015 NOV 16 PM 4 31

STATE OF SOUTH CAROLINA) THE COURT OF COMMON PLEAS
)
COUNTY OF GREENVILLE) THIRTEENTH JUDICIAL CIRCUIT
)
ABC Amusements, Inc. and Scott Wiener,) CASE NO.: 2013-CP-23-04588
)
Plaintiffs,)
)
v.) **Verdict**
)
Michael O. Howard, High-Lite Rides, Inc. and MGR Rides, LLC,)
)
Defendants.)

We, the jury, unanimously find as follows:

Who owns the property at issue? (Circle one)

Plaintiff (Defendant)

As to Plaintiff's Claims:

Has the Plaintiff proven that Defendant breached the Contract between the parties?

Yes X No____

If yes, please state the amount of damages, if any, Plaintiff has suffered as a result of Defendant's breach of the Contract.

$690,589.00 Actual Damages

As to Defendant's Claims:

Has the Defendant proven that Plaintiff breached the Contract between the parties?

Yes X No____

If yes, please state the amount of damages, if any, Defendant has suffered as a result of Plaintiff's breach of the Contract.

$3,360.00 Actual Damages

Gretchen Fox
Foreperson Signature
November 12, 2015

A Certified Copy
Paul B. Wickensimer
Clerk of Court C.P. & G.S.
Greenville County, SC
Dated 11/16/15

FORM 4

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

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENSIMER
2015 NOV 16 PM 4 31

JUDGMENT IN A CIVIL CASE
CASE NUMBER 2013CP2304588

PLAINTIFF(S)		DEFENDANT(S)	
ABC Amusements Inc	Scott Wiener	Michael O Howard	High Lite Rides Inc
		MGR Rides LLC	

Submitted by: | Attorney for: ☐ Plaintiff ☐ Defendant ☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

☒ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☐ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.

☐ **ACTION DISMISSED (*CHECK REASON*):** ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other: _____

☐ **ACTION STRICKEN (*CHECK REASON*):** ☐ Rule 40(j) SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other: _____

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):** ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other: _____

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order; (formal order to follow) ☐ Statement of Judgment by the Court:

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk: _____

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
ABC Amusement Inc,	Michael O. Howard,	$687,229.00
Scott Wiener	High Lite Rides Inc,	
	MGR Rides LLC	

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**

Circuit Court Judge Robin B. Stilwell | Judge Code 258 | Date 11/16/15

For Clerk of Court Office Use Only

A Certified Copy
Paul B. Wickensimer
Clerk of Court C.P. & G.S.
Greenville County, SC
Dated 11/16/15

CPFORM4Cm
SCCA SCRCP Form 4C (Revised 3/2013)

This judgment was entered on 11/16/15, and a copy mailed first class or placed in the appropriate attorney's box on 11/16/15, to attorneys of record or to parties (when appearing pro se) as follows:

imee Victoria-Ann Leary Wendell L. Hawkins, PA 103-C Regency Commons Dr. Greer, SC 29650
Wendell Leon Hawkins Wendell L. Hawkins, PA 103-C Regency Commons Dr. Greer, SC 29650

ATTORNEY(S) FOR THE PLAINTIFF(S)

John B. Duggan PO Box 449 Greer, SC 29652
Daniel Roper Hughes Duggan & Hughes, LLC P.O. Box 449 Greer, SC 29652

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter April Herron

Paul B. Wickensimer Greenville County Clerk Of Court - Clerk of Court

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

JRS

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	THIRTEENTH JUDICIAL CIRCUIT
	)	
	)	C.A. No. 2013-CP-23-04588
	)	
ABC Amusements, Inc. and Scott Wiener,	)	
	)	
Plaintiffs,	)	**NOTICE OF MOTION AND MOTION TO AMEND/ALTER JUDGMENT**
	)	
v.	)	
	)	
Michael O. Howard, High-Lite Rides, Inc. and MGR Rides, LLC.	)	
	)	
Defendants.	)	

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
2015 NOV 17 PM 12 50
PAUL B. WICKENSIMER

TO: DANIEL R. HUGHES, ESQ., ATTORNEY FOR THE DEFENDANTS:

YOU WILL PLEASE TAKE NOTICE that the undersigned, as attorney for the Plaintiffs, ABC Amusements, Inc. and Scott Wiener (hereinafter "Plaintiffs"), will appear on the tenth (10) day after service hereof, or as soon after counsel may be heard, before the presiding Judge and move for a Motion to Amend/Alter the Judgment entered November 12, 2015 in the above-captioned matter.

YOU WILL ALSO PLEASE TAKE NOTICE that Plaintiffs hereby move upon this Court to Alter or amend its previously entered Order in the above captures matter for the following reasons to wit:

The Court entered a Judgment in favor of Plaintiffs in an amount of $687,229.00.

The Court found that Defendants were the owners of the amusement rides and equipment which was in dispute in this lawsuit.

Plaintiff, prior to the filing of this motion has obtained and Execution Against Property issued by the Clerk of Court of Greenville County a copy of which is attached

ENTERED COMPUTER

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hereto and has delivered the same to the Greenville County Sherriff's Office for service upon Defendants.

Plaintiff herein moves for the Court to Alter its previously entered Order and Order Defendants (or allow Plaintiff) to deliver the amusement rides and equipment to the Greenville County Sheriff's Office for Sherriff's sale in aid of satisfying Plaintiff's judgment.

Respectfully submitted,

Aimee V. Leary (S.C. Bar # 100657)
Wendell L. Hawkins (S.C. Bar #: 13583)
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Attorneys for Plaintiffs

Greer, South Carolina
November 11, 2015

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE)

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENSIMER
2015 NOV 23 PM 4 37

ABC Amusements, Inc. and Scott Weiner,

Plaintiff(s),

vs.

Michael O. Howard, High-Lite Rides, Inc. and MGR Rides, LLC,

Defendant(s).

C. A. No. 2013-CP-23-04588

POST TRIAL MOTIONS PURSUANT TO RULE 59, *SCRCP* AND RULE 50, *SCRCP*

TO: PLAINTIFFS, BY AND THROUGH ITS ATTORNEYS, WENDELL HAWKINS AND AIMEE LEARY:

PLEASE TAKE NOTICE that ten (10) days after the service hereof or at such time and place as the Court may deem appropriate, the Defendants, High-Lite Rides, Inc. ("High-Lite"), MGR Rides, LLC ("MGR"), and Michael O. Howard ("Howard"), will move this Court, pursuant to Rules 50 and 59, *SCRCP*, for Motions for a New Trial; Motions to Alter or Amend the Judgment; and, for Judgment Notwithstanding the Verdict. The jury rendered its verdict on November 12, 2015 and Defendants received written notice of the verdict on November 19, 2015. Defendants seek the following relief:

1. Pursuant to Rule 50(b), *SCRCP*, Howard moves for a Judgment notwithstanding the Verdict as to his cause of action for Breach of Contract (Debt Collection) against the Plaintiffs. Plaintiffs admitted that §2.2 of the Agreement provided that Plaintiffs were obligated to make six (6) monthly payments per year from May 1, 2010 until the last payment became due on November 1, 2018. Plaintiffs further admit that they

made their last payment on July 1, 2013, and have missed fifteen (15) payments in the amount of $13,728.20 each from August 1, 2013 – October 1, 2015. Plaintiffs further admit that the amount of missed payments, plus interest, through November 9, 2015 (the date of trial) was $213,314.34. Since the amount owed by the Plaintiffs to Howard is not in dispute, Howard is entitled to a Judgment notwithstanding the Verdict in the amount of $213,314.34.

2. Pursuant to Rule 59, *SCRCP*, Defendants move for a New Trial based upon the Court's failure to instruct the jury that it was not to consider awarding Plaintiffs damages pursuant to an alleged Covenant not to Compete. The Plaintiffs' case rested upon a theory that the Defendants breached the Contract because they violated a Covenant not to Compete and failed to refer customers to Plaintiffs. At the conclusion of Defendants' case, the Court granted Defendants' motion for a directed verdict as to Plaintiffs' cause of action for breach of contract pursuant to an alleged Covenant not to Compete. The Court found, as a matter of law, that the Covenant not to Compete alluded to in the Contract contained unreasonable or inadequate terms that made the Covenant not to Compete unenforceable as a matter of law. However, the Court did not instruct the jury that it could not consider awarding damages to the Plaintiffs based upon the breach of a Covenant not to Compete. Now, neither the parties nor the Court are able to determine if the jury awarded the Plaintiff damages based upon Defendants' breach of a covenant not to compete or Defendants' failure to refer customers. Therefore, Defendants are entitled to a new trial.

3. Pursuant to Rule 59, *SCRCP*, Defendants move for a new trial absolute based upon the amount of the verdict awarded to the Plaintiffs. The jury's award of

$690,589.00 was "shocking" and not supported by the evidence presented by the Plaintiffs. Plaintiffs relied upon Plaintiffs' Exhibits 3 and 4 as evidence of their damages. According to Exhibit 3, Plaintiffs alleged damages in the amount of $370,445.26. However, Plaintiff Wiener admitted in cross-examination that the amount of damages presented through Exhibit 3 was inaccurate because it did not account for all the expenses incurred by Howard and MGR in playing events for customers that Plaintiffs alleged should have been referred to Plaintiffs. According to Exhibit 4, Plaintiffs alleged damages in the amount of $123,000.00 for events that were "cash events" in which Plaintiffs alleged Defendants participated and made money. However, Plaintiffs admitted on cross-examination that they had no personal knowledge or evidence that MGR or Howard participated in these events or made any money from these shows.

Despite the shortcomings of the evidence, Plaintiffs' best outcome could have been an award of $500,000.00. Moreover, the Plaintiffs *only asked for* $377,000.00 in their closing argument. Clearly, the verdict of $690,589.00 was grossly excessive and the result of passion, caprice, or prejudice on the part of the jury. Therefore, Defendants are entitled to a new trial absolute.

4. In the alternative to a new trial absolute, Defendants move, pursuant to Rule 59, *SCRCP*, for a new trial nisi remittitur. The verdict was excessive and not supported by the evidence. Therefore, Defendants are entitled to a remittitur of the verdict to an amount supported by the evidence.

5. Pursuant to Rule 59, *SCRCP*, Defendants move for a new trial absolute based upon the verdict awarded to Defendants in the amount of $3,360.00. The verdict awarded to Defendants was grossly inadequate and the result of passion, caprice,

prejudice, partiality, or other improper motives. As provided hereinabove, Plaintiffs admitted that they owed Defendants the amount of $213,314.34 for the missed payments. The award of $3,360.00 was grossly inadequate, and therefore, Defendants are entitled to a new trial absolute.

6. In the alternative to a new trial absolute, Defendants move, pursuant to Rule 59, *SCRCP*, for a new trial nisi additur. The Defendant moves for an additur of the jury's verdict to the Defendants in the amount of $213,314.34 to conform to the evidence.

7. Pursuant to Rule 59, *SCRCP*, Defendants move for a new trial based upon the admission of Plaintiffs' Exhibits 3 and 4. Exhibit 3 presented information gathered from "MGR general ledgers" that were printed from Defendants' QuickBooks showing deposits and expenses for MGR from 2010 through 2015. The Court allowed this evidence through the testimony of the Plaintiff. Only Howard can authenticate the information contained in these documents. Admission of Exhibit 3 through the Plaintiff was error, and therefore, Defendants are entitled to a new trial based upon its admission.

The admission of Exhibit 4 was also in error. This document contained information that were merely "guesses" of the events Defendants played that were "cash events" and the amounts that Defendants "may" have made from playing those events. The information contained in Exhibit 4 was clearly unreliable evidence that Plaintiffs could not authenticate nor could they lay a proper foundation for its admission. And, the evidence showed this evidence was inaccurate.

Admission of Exhibits 3 and 4 were improper and prejudicial to Defendants, and therefore, Defendants are entitled to a new trial.

For the reasons set forth above, the Defendant moves this Court for the post-trial

relief sought herein in this case in conformance with the issues raised herein.

I hereby certify that this motion is meritorious and not intended for delay.

Respectfully submitted,

DUGGAN & HUGHES, LLC

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ATTORNEYS FOR THE DEFENDANTS

November 23, 2015

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENSIMER
2015 NOV 20 PM 2 47

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE	THIRTEENTH JUDICIAL CIRCUIT
ABC Amusements, Inc., and Scott Wiener, Plaintiffs, vs. Michael O. Howard, High-Lite Rides, Inc., and MGR Rides, LLC, Defendants.	**ORDER DENYING ATTORNEYS' FEES AND COSTS** 2013-CP-23-04588

This matter comes before the Court pursuant to the Plaintiffs' post-trial Motion for Attorneys' Fees and Costs. The Motion was made orally immediately subsequent to the publication of the jury verdict and was followed by a written Motion timely filed. This Court has reviewed the Motion together with the Memorandum in Support and considers both in the context of the trial on the merits.

After having reviewed the salient materials, this Court respectfully denies the Plaintiffs' Motion for Attorneys' Fees and Costs. The jury found that each party had breached the contract and that each was partially to blame for the necessity of legal proceedings. The jury's verdict clearly demonstrates that neither party is without fault in bringing about the controversy. Furthermore, each party proved by a preponderance of the evidence that the other had materially and substantially breached the terms of the contract. Therefore, applying the appropriate standard under the case law in the State of South Carolina and exercising the discretion of the Court, all requests for attorneys' fees and costs are denied.

AND IT IS SO ORDERED.

ROBIN B. STILWELL

November 20, 2015
Greenville, South Carolina

EXHIBIT
B
PENGAD 800-631-6989

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	THIRTEENTH JUDICIAL CIRCUIT
	)	
ABC Amusements, Inc., and Scott Wiener,	)	
	)	
Plaintiffs,	)	**ORDER DENYING POST-TRIAL MOTIONS**
	)	
vs.	)	
	)	
Michael O. Howard, High-Lite Rides, Inc., and MGR Rides, LLC,	)	
	)	
Defendants.	)	2013-CP-23-04588

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENSIMER
2015 DEC 8 PM 4:00

This matter comes before the Court on the Defendants' Post-Trial Motions pursuant to Rule 59 and Rule 50 of the South Carolina Rules of Civil Procedure. The Court has had the opportunity to review the submissions of the parties in the context of all relevant statutory and case law. Based on the relevant legal standards, the Defendants' Motions are respectfully denied.

AND IT IS SO ORDERED.

ROBIN B. STILWELL

December 7, 2015
Greenville, South Carolina

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

Robin B. Stilwell, Circuit Court Judge

RECEIVED
DEC 29 2015
SC Court of Appeals

Case No. 2013-CP-23-04588

ABC Amusements, Inc., and Scott Wiener ..... Respondents,

v.

Michael O. Howard, High-Lite Rides, Inc., and MGR Rides, LLC ..... Appellants.

NOTICE OF APPEAL

Michael O. Howard, High-Lite Rides, Inc., and MGR Rides, LLC, appeal the jury verdict rendered November 9, 2015, a copy of which is attached as Exhibit "A," and the Order filed December 8, 2015, copy of which is attached as Exhibit "B," denying all issues raised in Appellants' post-trial motions.

December 22, 2015

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ELECTRONICALLY FILED - 2016 May 23 2:02 PM - GREENVILLE - COMMON PLEAS - CASE#2013CP2304588

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE	IN THE COURT OF COMMON PLEAS
ABC Amusements, Inc. and Scott Wiener, Plaintiff(s), vs. Michael O. Howard, High-Lite Rides, Inc. and MGR Rides, LLC, Defendant(s).	C. A. No. 2013-CP-23-04588 PARTIAL SATISFACTION OF JUDGMENT

WHEREAS, on the 23 day of May, 2016, this firm, on behalf of my client, the Plaintiffs herewith, received Four Hundred Thousand and no/100 ($400,000.00) Dollars as partial satisfaction of the judgment entered November 12, 2015 against the Defendants herewith, as identified above, and now, therefore, take notice that Paul B. Wickensimer, Clerk of Court for Greenville County, is hereby authorized to enter this partial satisfaction on the records of his office.

WITNESS my hand and seal this 23 day of May, 2016.

WITNESSES:

Vanessa A

Laura O. Hollis

Wendell Hawkins, Esquire
Attorney for Plaintiffs

Cherokee County, is of an advanced age and has a heart condition, then I will consider that, the age and the health and infirmity, an exceptional circumstance as well. But if there's a guy in Spartanburg who just don't want to come because he doesn't want to come, that's a different matter. Now, if you issue the subpoena and he doesn't show up, well, then that's a different analysis and we'll take that up at the time went you intend to call him.

Okay. All right. So, now you have some issues regarding the questions that were posed?

MR. HAWKINS: Yes, Your Honor.

THE COURT: Okay.

MR. HAWKINS: I can't let that cat out of the bag. It's not relevant. I can't stop them from taking the deposition. It's certainly improper to say don't answer -- I can't make a witness not answer a question, right?

THE COURT: Right.

MR. HAWKINS: So, I think that if they're going to put them in, we've got to deal with that.

THE COURT: I got you.

MR. HAWKINS: In dealing with that, we have to have some sort of ruling or agreement of what to redact. If you're saying, you know, Mr. Hawkins,

everything along that general line that you're talking about is -- should be redacted because it's irrelevant, then we can get those videos redacted tonight or today, but they've got to get worked on. So, in order to keep things moving, I kind of need a ruling on that.

THE COURT: I got you. You haven't given me the transcripts. You haven't given me anything to rule on.

MR. HAWKINS: What's that?

THE COURT: You haven't given me anything to rule on. That's what I asked you for five minutes ago. You think I'm slow.

MR. HAWKINS: I tried to hand them up to you.

THE COURT: I know I'm a Citadel graduate, but I'm a little bit quicker than that.

MR. HUGHES: Your Honor, may we respond to their argument?

THE COURT: Absolutely.

What we're going to do is this.

Madam Clerk, is the jury downstairs ready to come up?

THE CLERK: No, sir.

THE COURT: Go ahead, Mr. Hughes.

MR. HUGHES: Your Honor, the testimony elicited

MR. HUGHES: Right.

THE COURT: All right. Okay. I believe that handles those depositions.

All right. Give it back to you.

Okay. What else?

MR. HUGHES: Your Honor, I was going over with the Plaintiff a couple of exhibits they intend to introduce through their client.

THE COURT: Yes, sir.

MR. HUGHES: I believe they're identified --

THE COURT: Is the jury ready?

THE CLERK: They're sitting down there waiting. I got their list just now, when I handed it to you. They're kind of waiting on us.

THE COURT: Tell them to come on up. While they're coming, we'll talk through this, okay.

Go ahead, Mr. Hughes. I'm sorry that I interrupted you. I apologize for that.

MR. HUGHES: Your Honor, what you have there are two ledgers that the Plaintiff has prepared and it's my understanding intends to introduce as an exhibit through Scott Wiener.

The problem I've got there, Your Honor, is that that documentation that is on those forms was prepared directly from Mr. Howard, the Defendant's

bank records bank ledgers. Mr. Wiener has to personal knowledge of what's in Mr. Howard's own bank records. Okay. Therefore, he can't authenticate or know what this money is for. The information they're relying upon, of course, what's in his ledger and then, also, what he testified to in his deposition, which they took two of them. So, he has no personal knowledge in order to get that documentation into evidence. And we have an objection to that -- both those ledgers coming in through Mr. Wiener.

Now, I agree they can get them -- if Mike Howard testifies, he's got knowledge. They can ask him about those. But not their own client.

THE COURT: Okay. All right.

What's your position?

MR. HAWKINS: Your Honor, they produced the documents. That's how I have them. I know they're in his bank records because he testified to them in his deposition testimony.

That summary -- I mean, basically, Your Honor, this is an issue of the law of summaries. Basically, it's covered in Rule 611 and Rule 1006, which I'll be glad to hand a copy up to Your Honor. Basically, the law of summaries, Your Honor, so long as we have the supporting documentation that we create a summary

from, which we do. Each one of the line items on that summary directly correlates to the bank records that were produced by the Defendant. And under Rule 616 and 1006, we have a right to enter those summaries into evidence. It makes it a little bit easier for the jury. It's something that's prepared by us and Mr. Wiener. And it makes it easier for the jury. It's permissible. That's how we're calculating our damages.

THE COURT: Mr. Hughes, do you take exception to the authenticity of the records that you received?

MR. HUGHES: Only Mike Howard can testify to the authenticity. He testified in his deposition when they went through them that there were some entries that were incorrect by his own admission. Some events were named wrong. The only person who knows that is Mike Howard, not Scott Wiener. They cannot establish a foundation to get that into evidence. They just can't do it. They can't authenticate it.

THE COURT: Do you intend to call the Defendant as a witness?

MR. HAWKINS: Not in my case in chief, Your Honor. We've got documents that they've produced and we've made some reason now -- I guess it's not our bank record, I don't know.

in the courtroom. Anything else is inappropriate. Also, don't discuss it with your spouse or significant other or friends, family, parents, kids. It's not appropriate that you discuss it with anyone until such time as I tell you specifically to begin your deliberations of the case. And those deliberations will involve only the 12 then existing jurors.

So, ladies and gentlemen, please take a lunch and please be back on time out of consideration for the other jurors with whom you'll be working this week. Have a great lunch and I'll see you back at 2:30.

(WHEREUPON, the jury left open court at approximately 1:00 p.m.)

THE COURT: Okay. We have a remaining motion, sir?

MR. HUGHES: Yes, sir, Judge. I emailed you, but it was late Friday, a copy of my brief.

THE COURT: I got it. As a matter of fact, I've been looking at it. It's right here on my desktop.

MR. HUGHES: Well, great. Good.

THE COURT: I've got Plaintiffs and Defendants. So, go ahead.

MR. HUGHES: Your Honor, at this time, I believe

as a matter of law that this issue of a covenant not to compete, it would be in error for this Court to let the issue of whether or not a covenant not to compete exist go to the jury. And here's why. You've got an exhibit attached to the brief, which is the agreement that these parties signed. Mr. Wiener admits, okay, that this agreement says that the parties shall enter into a covenant not to compete. It is clear that a covenant not to compete, that that document does not exist. This jury will not see one, okay.

The agreement says covenant not to compete shall be entered, there's not one. There is not a covenant for you to review to determine whether or not the terms of that covenant not to compete comport with the requirements of South Carolina law. Those requirements being sufficiently limited in time and territory supposed by a valuable consideration, legitimate protection for the Plaintiff in this case, and then reasonable as to public policy.

What they're trying to bootstrap into this case are terms -- even if you were to consider the terms in that agreement, the terms that they do have are void as a matter of public policy or they don't exist. For one, the Plaintiff admits there's no

geographical limitation contained in this agreement that you have before you. There's no written geographical limitation ever. It's not supported by valuable consideration, which he also admits. And they're also trying to seek to enforce a 10-year covenant not to compete. And our appellate case law has upheld the two or three-year covenant, but never anywhere close to a 10. So, a 10-year covenant not to compete, if it goes to a jury, is void as a matter of law, void for of public policy.

Further, Your Honor, the agreement you have contains a merger clause. I believe it's 12.6. That merger clause is pretty standard in any agreement. It says any writings or agreements made contemporaneously or prior to the entering of this agreement have no effect. So, whatever Mr. Wiener says this is what Mike Howard and I talked to prior to April 1, 2010, cannot go to the jury. It cannot be bootstrapped into a covenant not to compete.

It also contains a provision that details amendments, that amendments have to be in writing and signed by the party to which they are enforced against. The agreement you have before you attached to the brief is the only writing that is going to be presented into evidence in this case. There is no

amendment, no signed writing by either party.

In my brief, I brief the issue of the statute of fraud, which says under 32-310-5, I believe, any agreement that must be -- it's impossible to be completed or performed within one year must be in writing. It's not, Your Honor. Clearly, they're seeking to enforce a 10-year covenant not to compete. It's over one year. It's not in writing. It can't go to the jury. It's a matter of law, it's violated statute of frauds.

Finally, I touched on the blue pencil rule, Your Honor. And our appellate case law does not allow this Court to rewrite or change the terms, even if there were sufficient terms to begin with, to comport with requirements of South Carolina law.

So, Your Honor, there is no covenant not no compete. Even if you found some terms in there that could be construed as a covenant not to compete, they're insufficient, inadequate and void as a matter of public policy.

THE COURT: Where do those terms appear, in the base asset purchase agreement?

MR. HUGHES: They say it does.

THE COURT: Okay.

MR. HUGHES: They're saying that the contract

alludes to a covenant, to a 10-year covenant not to compete.

THE COURT: Does it say 10 years in the actual agreement?

MR. HUGHES: It references on 8.35, Your Honor. Says, new business, seller shall refer all inquiries about amusement rides to the purchaser during the 10-year non-compete period.

THE COURT: Okay. I got it.

MR. HUGHES: The only time -- duration requirement that's listed in the agreement. That's what they're seeking to enforce, which is void as a matter of public policy.

So, Your Honor, on that basis, we would like a judgment as a matter of law. This covenant not to compete cannot go to the jury. This Court cannot enforce it against Mike Howard. Thank you.

THE COURT: Yes, sir.

MR. HAWKINS: Your Honor, may it please the Court. Your Honor, it's undisputed between the parties that there was never a separate covenant not to compete. It is undisputed between the parties there was never a note that was signed which was required by the contract. There is no dispute that there is a not a personal guarantee signed, which is

a requirement of the contract. There is no dispute as to that. However, Mr. Howard testified that he intended to enter into a non-compete. He has engaged in the actions that would amount to part performance, therefore, that overrides the statute of limitations and evidence is admissible to impose a non-compete requirement.

That case, Your Honor, a Fesmire vs. D-I-G-H, I don't know how you say that. It's 683 S.E.2d 803. It's a Court of Appeals from 2009. It's good law. The doctrine part performance says that if you perform partially on what you say you're going to do, then the statute of frauds does not apply.

Your Honor, the agreement -- and I think we might have a disagreement over which agreement we're going to put in. But the agreement that I intend to put into evidence is a document -- is the document directly from Mr. Howard's deposition. And it was very clear that he looked at all these pages, because I asked him to do it, and this is the document that he signed.

Well, on Article 3.1 of the document on Page 2, it says, Noncompetition agreement. Purchaser/seller shall execute a noncompetition agreement to prohibit seller from competing with the business of the

purchaser under the terms and conditions specified in that agreement.

There is no doubt there is no other agreement. However, when you talk about a limitation in time and scope, attached to the contract -- and this is pulled directly from his deposition testimony, the area of the non-compete was the MGR route that's on this document. My client paid $150,000 for the MGR route. Secondly, it says there's a 10-year non-compete -- it says non-complete, but it means non-compete. It's 10 years.

Now, what Mr. Hughes is arguing regarding three years or two years and public policy, that has to do with employment cases. There's a huge difference between non-compete agreements in the sale of a business and employment. It's different. What he says does not apply.

Again, down in the bottom of the terms, there's a 10-year non-compete clause. I don't know even know if we need it, Your Honor, because the last sentence of this agreement says that all new incoming rental business will be referred to ABC Amusements.

So, the evidence will point to the fact that Mr. Howard dabbling specifically in the MGR route. And he's supposed to be paying him for 10 years. It

says 10-year non-compete in here. There's plenty of evidence. I can't unring the bell that it says something about a non-compete agreement in here, but I think his actions of part performance would certainly excuse the statute of frauds. And this document may be enough to impose a non-compete agreement. It's got the language there. Mr. Howard drafted the document. It should be construed against him.

THE COURT: Okay. Care to respond? You don't have to, but I'll give you the last word.

MR. HUGHES: Well, the agreement requires it to be in writing. It's not. He's already said it doesn't exist.

THE COURT: Yeah, it's clear it doesn't. Here's -- this is what I'm going to do. I'm going to take it under advisement. I'm going to listen to the evidence on the case in chief and I'll make a determination thereafter.

You know, the -- I will tell you that, you know, whether there's an existence of a non-compete or not is going to depend on the evidence which is presented, but the Court will look to the four corners of the contract. It may be an ambiguity in there to whether one exist or not. But y'all have

told me you don't which contract you're going to submit. I'm looking at one here. I don't know what the other one says. So, I prefer to wait until the close of the Plaintiff's case to look at it again. Okay.

MR. HUGHES: Thank you, Judge.

THE COURT: Okay. Good enough.

All right. All right. Anything else?

MR. HAWKINS: Not from us, Your Honor.

THE COURT: Okay. All right. Gentlemen, if y'all will, just come back and see me just two minutes before we break for lunch. We'll come back at 2:30. If y'all need me before then, y'all can let me know. If y'all will back for just two seconds, okay.

(WHEREUPON, a lunch break was taken.)

THE COURT: Okay, ready for the jury?

MR. HUGHES: Ready, Judge.

MR. HAWKINS: Yes, Your Honor.

THE COURT: Go ahead, bring them in, please.

(WHEREUPON, the jury came into open court at approximately 2:37 p.m.)

THE COURT: All right. Ladies and gentlemen of the jury, welcome back. We are going to start the trial of this case. Now, I often find it helpful

So, I think it was in 2001, that's where I had a client that needed a mechanical ride. I think that's when I met Mike Howard. I called him. I believe we got the Heart Flip or -- I think it was Redemption World Outreach Center, a church event. That was the first time I think I was introduced to him. And I don't know, it seems like we probably just hit it off because we were at -- one common element, we were both in the amusement ride business and, obviously, both hardworking individuals, so we kind of started a friendship. I continued to rent rides.

Then in 2004, I purchased -- it's kind of a teacup ride. It's call a spinner. And I bought that from Mike Howard and took it around for events. And clients still wanted more than just that. So, I would still rent rides from Mike. Then it was probably -- and I was over there a lot, at Mike's shop, because we would work on rides. I was just kind of a nosey person anyway. I wanted to know how to build things. I really enjoyed that. But back in probably late 2009, early 2010, Mike was working on this huge energy producing machine for this foreign company, I believe. And I was kind of intrigued with this thing. It was just enormous. It had enormous propellers and all that. It was supposed to produce power.

Well, I was taking a lot of his time and energy

focusing on how to produce this. And at some point, he had mentioned to me he was interested in selling his ride business. I think his kids didn't want to go on the road anymore. They had kind of started their own families with little kids and they just wanted to stay local instead of going on the road. It's definitely a tough business. You're going to give up any holidays, weekends. So, you miss a lot of things with your family, that's for sure.

So, not long after that, he was telling me that a competitor of mine, Palmetto Amusement, had presented an offer to purchase his business. He had given me their documentation and wanted me to review it. I think he was looking for just some insight, some advice on what things would be important on a contract. I had bought a party rental company maybe a couple years before, so I kind of had some idea of what things were important to me. Of course, payment terms, non-compete. I needed all of the -- the existing list of clients and all new referrals. Those are things that I had in my other contract with a business and those are the things that would have been important for us.

So later that night, I think went home to Cindy, my wife, and said, Listen, we're going to be in trouble here if we don't do something because if Mike sells this to a competitor of mine, which they're out of Columbia, I

here, this is how you paid?

A That's correct.

Q All right. July of 2012, that payment is short. How much is it short?

A Twenty-five hundred.

Q Okay. Tell the jury why you did that.

A In June -- June 22nd of that year, of 2012, we were doing an event for Magic Events. It was in Virginia and it was a gentleman named Tommy Francisco. And we had a ride out there at that event.

And the gentleman said, Well, we'll see you next week or the next week or two in another place in Virginia, I think it was Marion, Virginia.

I said, well -- he had told my guys and I had found that out and I said -- I called him, I said, Look, I don't have anything on the books for next week or what -- it was within the next week or two. I said, I don't have anything on the books, but don't worry about it, I have two spinner rides, and that's what he was requesting. I said, We can still do that event, there's no problem.

So, then I called Mike because, at that time, things were still going through Mike, at least, through Magic. I called Mike, I said, Look, what's the deal? I didn't have this on our books for later in June and Tommy was requesting a ride.

He just responded, No, that's okay. It's just a miscommunication. We've already got it taken care of.

And I really didn't think much about it, but it was an odd situation. So, I kind of just put that in the back of my mind. Well, we were setting up -- we do the July 4th event in Easley, just down the road. And we stored our rides at Mike's at that time. And I have a spinner ride that's identical color, it's orange and yellow, to Will and Chris, who's a competitor of mine. They have a spinner as well. And my guys inadvertently picked up the wrong spinner and brought it on out to Easley. Well, I noticed it wasn't ours and I looked around the back and it had a Virginia inspection sticker on it for the same date of the event we were supposed to be doing that I had found out Mike had done.

So, we were kind of riding and all and when it came time to make that July payment, I went over to Mike and I met him in his office at his store, I said, Look, this isn't right. That should have been our event.

And he -- his response was, Well, I thought I'd just throw a bone to Will and Chris.

And I said, Well, Will and Chris doesn't make monthly payments and didn't buy your business. If somebody's going to throw them a bone, I think it should be up to me whether we're going to throw them a bone,

meaning some business -- it should be up to me to decide.

And, you know, he was less than unhappy. He was furious. And I took 2500 out of that account -- or out of that check that went to Mike because that should have been our event. I later found out through looking at records and what have you, I actually got paid 3,500 for that event.

And he's going to come up here and tell you that Will and Chris did the event, but that's wrong. They didn't do the event. A gentleman named Cory did the event, with his wife, used Mike's truck and took it up there. So, Will and Chris didn't have anything to do with this event as far as -- other than the ride was used.

And I think that's kind of what probably started the downfall. Because Mike certainly wasn't -- he didn't agree with that at all. And since probably 2012 after we look at the numbers, you see the decline on any kind of business that was referred to ABC Party Rentals.

Q Okay. Well, let's discuss that. Scott, during the course of this lawsuit --

MR. HUGHES: Your Honor, I'm going to object at this time. This exhibit is based upon information that was gathered from Mike Howard's records. And Mike Howard is the only person who can authenticate these records and tell what they are and what they

represent. Scott Wiener is not qualified to do that and I object to the entry of this document on that basis.

THE COURT: Okay. I respectfully overrule.

You may continue, sir.

MR. HAWKINS: Thank you, Your Honor.

BY MR. HAWKINS:

Q We were provided documents by Mr. Hughes and Mr. Duggan, who represent Mr. Howard in this lawsuit. And you and I and Ms. Leary have forged through these documents, correct?

A That's correct.

Q And we've created a summary, correct?

A Yes.

Q Which is attached to the records that Mr. Howard's attorney gave us, correct?

A That's correct.

Q Okay.

MR. HAWKINS: Your Honor, I'd move this document into evidence. It will be Plaintiff's Exhibit No. 3, events of MGR Rides LLC, which is a summary of line item entries on ledgers provided by MGR Rides.

THE COURT: All right. Subject to prior objection, the same is admitted as Plaintiff's Exhibit No. 3.

(WHEREUPON, Plaintiff's Exhibit No. 3 was marked for identification and received into evidence.)

BY MR. HAWKINS:

Q So, Scott, let me ask you, do you recall the first time you saw Mr. Howard's machines at an event? Do you recall where that was and when it was?

A Yeah, it was October 2010. And it was at the Fall for Greenville.

Q Okay. You actually saw his rides in 2010 at Fall for Greenville?

A That's correct.

Q Did Mr. Howard have any explanation for that?

A No.

Q In October of 2010; is that correct?

A Yes, sir.

Q When did you sign your contract?

A November 1st, 2010.

Q I think it's April; isn't it?

A Or April, excuse me, April 1st, 2010.

Q So, we're a few months down the road and he's already got rides somewhere?

A That I knew about.

Q And who else was playing that event?

A Will and Chris.

Q You actually have photographs of him at Fall for

Greenville; don't you?

A Not that year, but another year, yes.

Q What year was that?

A 2012.

Q So, eventually, we're in a lawsuit over this, correct?

A Yes, sir.

Q And we obtained the records -- and you can go through them here with me. All of these records, you'll see down at the bottom it says Plaintiff's Exhibit 16 Howard. You were present at his deposition testimony, correct?

A At Mike Howard's deposition?

Q Yes.

A Yes, I was.

Q You heard him testify about these documents, correct?

A Yes.

Q So, these documents span from January 1st of 2010, all the way to October 30th of 2015, correct?

A October 22nd, 2015, correct.

Q I'm sorry, you're looking --

A At the bottom.

Q October 22nd, 2015?

A Yes.

Q Okay. So, we took the records that Mr. Howard gave us -- and we had a hard time getting them, right?

A Yes, sir.

Q Okay. So, let's go through this. What is the first entry?

A That's Urban Source, that's a company out of Charlotte.

Q Was that on the MGR Route?

A Yes.

Q It appears that he was paid $3,000?

A That's correct.

Q So, we go on and on and on down this list. Looks like, let's say, item 11, July 25, 2011, he's got income of $3,500, correct?

A Yes.

Q And every entry is like that, right?

A Yes.

Q And the event is most of the time --

MR. HUGHES: I'm going to object to the leading nature of all those questions. He's on direct and he needs to ask open-ended questions.

THE COURT: All right. Don't lead.

MR. HAWKINS: Yes, Your Honor.

BY MR. HAWKINS:

Q So Scott, tell me how we came up with this

information here.

A My attorneys were given the ledger. And this is -- looks like -- I've got Quickbooks on my computer, it looks very similar to a Quickbooks program that we actually use in my business as well. So, they got this ledger here and we just started going through. Some of the events, I already knew about. But we went through here and found several more that show that Mike was doing a little bit more business than I had even imagined. And we tried to compile it. So Amy and I and Wendell as well got together just to make it easier to read. So, we put a summary together of the events that were played, the amount of money that was logged in. And so, that's where we came up with this particular summary sheet, that's how it was generated.

Q And you can go to the date on his ledgers, October 29th, 2012, and you can see all that information, correct?

A That's correct.

Q Okay. All right. And we go on and on, there's 49 events. Now, we're in 2014. Prior to July of 2012, can you tell me how many events or rentals Mr. Howard apparently engaged in?

A Prior to July 6th, 2012?

Q When you shorted his payment?

A Twenty-three.

Q Twenty-three events. And as we sit here today going through these records, how much did you total what he made?

A On this was $438,241.

Q Okay.

A That's just what we can -- that's just what was on his ledger.

Q That's on his books, correct?

A Yes.

Q Okay. And, in fact, that goes all the way to include the July events of 2015, correct?

A That's correct.

Q Now, Scott, he did pay you some money, correct?

A Yes.

Q And tell us how that worked. Where did you come up with this information?

A Well, this information also came off the ledger. It was the money that -- like I said, sometimes, the clients were paying Mike. So, instead of it going to ABC Party Rentals, it would go through Mike first. Well, then, Mike would forward the money -- after he fleshed out probably some other things, he would forward the money to ABC. So, this was on the ledger of payments that we received.

Q Okay. So, all in all, how much income had MGR made in contraventions to your agreement?

A Well, after we deducted those expenses -- or not those expenses, but those payments, we came up with $370,445.26. This is still just off this particular ledger.

Q Okay. That's just off his bank records, correct?

A Yes.

Q Now, Scott, tell me how one gets paid cash in this business?

A Well, there's really three ways that we kind of get paid. There's just some terminology, I guess, in kind of our events, the way we play things. But one is what we consider kind of a flat fee. And there may even be some other terminology, but say like, even the first time I needed a ride from Mike, it was the Heart Flip ride. It was for a four-hour event. It was with Redemption World Outreach Center. He rented it to me for 2,500. That's a flat fee. I have to write him a check, pretty much rain or shine, he brings it out, sets it up. Sometimes they provide power, sometimes not, that's kind of negotiable. And that's one way. Things -- mostly corporate events, things like that, they're just a flat money. You kind of know what you're going to make -- or you know exactly what

him cash for that one ride for that specific event.

Q Now, I asked you to go through your mind and recollect the events that you have good reason to believe Mr. Howard played for cash, correct?

A Yes.

MR. HUGHES: Your Honor, I don't have a copy of that.

MR. HAWKINS: Oh, I'm sorry.

MR. HUGHES: Again, Your Honor, we're going to object to the admissibility of this document. Mr. Howard is the only one who knows what these numbers mean on this document, the only one who can authenticate it and we object to its admissibility.

MR. HAWKINS: Your Honor, this is drawn from items -- this is his recollection.

THE COURT: Is it in discovery?

MR. HAWKINS: No, Your Honor.

THE COURT: What is that? Has he authenticated it yet?

MR. HAWKINS: No, Your Honor.

THE COURT: Let him authenticate it and see what he represents it is. Has he indicated what it is and how he came to that resolution?

BY MR. HAWKINS:

Q Okay. So Scott, this particular document here,

tell me how you came up with these events and these numbers?

A Well, all these events actually ABC played at one time, or maybe multiple times, but we didn't play them on these particular dates. Mike played these. So, we knew they were cash events. Like for instance, say Ed Brown, that was a rodeo that we played up in Blacksburg and that -- we played it three years and it generated around 10,000 a year.

Q All right. So, these items that you put on this document, these are events sometimes you played with Mr. Howard in 2010?

A Not the Fall for Greenville event. But we played -- he helped us probably in Spartanburg Spring Fling that particular year. Because that would have been early on in our agreement, so he was down there helping us with that. So, we're familiar with that event. Same with Festival in the Park, which is in the Charlotte area, that event. We had played Hodges together, I believe, in 2010. And we had rides in Cowpens as well.

Q So, these numbers represent what?

A Well, represent what we generated out of these specific events when we did the events. And they also kind of correlate to the numbers that he gave me about what these events would generate when we initially sat

down and put numbers down for the clients list and events that he played, what those events would generate.

Q So, you had a fairly certain good feeling with accuracy of what these events would pay?

A Yes.

MR. HUGHES: Your Honor, I would renew my objection. There's no testimony sufficient to establish that all these events were cash events, which he would have independent knowledge of what they generated.

THE COURT: I'll overrule the objection. It's his estimation of what he thinks it would have been. Whether they're accurate or not is going to be a matter of credibility and will be subject to cross-examination and will be subject to testimony from the Defendant as well. Whether the jury finds it credible or not is entirely up to them.

MR. HUGHES: Thank you, Judge.

MR. HAWKINS: Your Honor, I'm going to move the cash events of MGR Rides, LLC into evidence. It will be Plaintiff's Exhibit 4.

THE COURT: Over objection, the same is admitted.

(WHEREUPON, Plaintiff's Exhibit No. 4 was marked for identification and received into evidence.)

BY MR. HAWKINS:

Q All right, Scott, so I've handed you Exhibit 4. All right. Can you go through these with me and tell me what you know about the entry and how you're coming up with your number?

A Well, just take the first one. October 10, Fall for Greenville, Mike played that event. We didn't play it in 2010. We played it in 2011. And that's based off the revenue that we generated from that event.

Q All right.

A Hodges, we played it in 2010. Mike was there, and that was also the revenue that we generated from that particular event. We played Spring Fling in 2010 and 2012, so we used those numbers to give an accurate estimate, I believe of what he would have generated from 2011. Fall for Greenville, like I said, we played it in 2011. He played it in 2012. So, it's the same generated revenue. Festival in the Park, we played, and that's the revenue we had generated. Freedom Weekend Aloft, we played with Will and Chris, I believe, in 20 -- well, we played it in 2012. He played in 2013. And that was based on our revenue. Cowpens, we played that event early on, too. That's the revenue we generated.

I went through Ed Brown. There's three entries there, 2013, 2014, 2015. That was based on our playing it

in 2010, 2011, 2012, which we generated 10,000. Hodges is also a repeat and Cowpens was on there for 2014 and 2015. And that's where we came up with 123,000. That's probably a very low estimate.

Q Why do you say that?

A Just because I'm sure these events have probably grown in the, you know, five years, or two or three even.

THE COURT: Ladies and gentlemen, any of y'all need a break? We've been at it just short of an hour and a half. Y'all good? Okay. Good.

Go ahead.

BY MR. HAWKINS:

Q Scott, I'm going to show you some photographs here. That's a bundle of photographs. Do you recognize those photographs?

A That first one is Mike and his wife, Arlene.

Q First of all, what is this bundle of photographs intended to depict?

MR. HUGHES: I object. He hasn't laid a foundation to say what it depicts. He's got to lay a foundation about getting it into evidence first.

THE COURT: All right. Ask him what it is.

MR. HAWKINS: Yes, Your Honor.

BY MR. HAWKINS:

Q What are the photographs of?

A That's ABC Amusements.

Q Noncompetition agreement between the purchaser and the seller.

Did the seller ever deliver that?

A No.

Q Did it matter?

A I didn't think it did, but we're kind of here today in combination of this and the rides not coming to us. The new inquires or anybody that inquired about rides or rentals, all new were supposed to come through ABC. There wasn't any exceptions on there. I mean, if you go back, you can go back and look at that last page. It didn't say, Well, maybe they don't like the way I comb my hair or dress or operate my operation.

It just says; All new incoming rental business will be referred to ABC Amusements.

Q In fact, we have a number of events that Mr. Howard is meddling in MGR route, correct?

A Yes.

Q We know he's renting rides to Will and Chris, yes?

A Yes.

Q And he did before you entered into your agreement, didn't he?

A Yes.

my shop.

Q That's a pretty -- it's not easy to get a big old ride over to the shop; is it?

A No.

Q When did you take your machines off of Mr. Howard's lot?

A I believe it was sometime after that July 2012 incident when there was that mixup between the Spinner rides and the fact that he was using somebody else's rides to do events. And I decided to ease my on over and I think we moved them up to actually my personal property around that time.

Q And just another place in the contract here, Section 8.5, can you read that?

A Yes.

8.5, New Business: Seller agrees to refer all inquiries about amusement rides, not equipment, to purchaser during 10-year non-compete period.

Q What did you believe the non-compete clause to encompass?

A Not renting any of the equipment to my competitors. That's why I was paying $150,000 extra. If I just wanted to buy the equipment and go on my way, then I would have paid him 150 less and just gone on my way. But I was paying an extra $150,000 for one, his contacts

THE COURT: All right.

All right. Mr. Hawkins, your witness, sir.

MR. HAWKINS: Thank you, Your Honor. May it please the Court?

THE COURT: Yes, sir.

BY MR. HAWKINS:

Q Now, Scott, this case is about money, right?

A A lot of money.

Q Yeah. And in getting to the bottom of all this, again, we requested documents from the Defendant in this case and they have produced this document here -- or it's a number of documents, correct?

A Yes, sir.

Q What are those documents?

A The title on the top is MGR Rides P&L, profit and loss statements. Looks like the first one is January through December 2010, January through December 2011, 2012, 2013. Looks like I've got July 1, 2014 through May 27, 2015. I may be missing the first part of 2014 or the first part of 2015.

Q Well, let me just ask this, these are documents that you and I and Ms. Leary have poured over, correct?

A That's correct.

Q And we've done that in an attempt to find out how much money Mr. Howard brought in, correct?

A That's correct.

Q MGR Rides. Now, we've actually gone through this document and tell me -- tell me what's important in this document to you to follow the money?

A The equipment lease and rentals.

Q The profit and loss statement has a section up top that reads total income, correct?

A That's correct.

Q Now, you do recognize that Mr. Howard has expenses associated with that income, correct?

A Some, yes.

Q Okay.

MR. HAWKINS: Your Honor, I'd like to go ahead and move the profit and loss statement in as Plaintiff's Exhibit 6, Your Honor.

THE COURT: Okay. Objection, sir?

MR. HUGHES: No objection, Your Honor.

THE COURT: All right. The same is admitted into evidence as Plaintiff's next exhibit.

(WHEREUPON, Plaintiff's Exhibit No. 6 was marked for identification and received into evidence.)

BY MR. HAWKINS:

Q Okay. So, that's our profit and loss. You're familiar with Quickbooks, right?

A Yes.

Q So Scott, this first page is what?
A It's the MGR profit and loss statement from January 2010 through December 2010.
Q Okay. And what is the total income for that year?
A Total income, $172,753.95.
Q Okay. And the next page, what is the total income?
A It says $211,657.03.
Q And that's almost a year into your contract, correct?
A Yes.
Q More. Let me ask you, under the -- there's at least something in there that says that Mr. Howard or MGR Rides was selling something. What's the operating entity to your knowledge of Mr. Howard's that sells amusement equipment?
A High-Lite Rides is the company that sells amusement rides, as I understand it.
Q How much income do we have for 2012?
A $190,863.70 and change.
Q And that income is generally categorized as equipment lease?
A That's correct.
Q In your mind, is there any difference between

leasing and renting?

A No.

Q 2013, how much income is MGR reporting?

A $113,214.60.

Q Now, we have here July 1st, 2014, through May, 27th of 2015. This documentation should be on the exhibit that we produced, which is this document, right? This would match the ledger entries, should?

A Should, yes.

Q Okay. So, between July 1st, 2014, and May 27th of 2015, what are we showing in the income?

A Total income is 22,200.

Q All right. And those periods of the year are pretty much the slow season; wouldn't it be? I mean, you kind of start up in April or May, go down in the fall?

A Correct. But that's still representing a full calendar year. It's just starting in July and going to May.

Q So, you've got $22,200 income in that period of time, correct?

A That's correct.

Q These are all costs. Then this one is May 27 through October 30th, 2015. What is the total income there?

A Total income is $50,129.74.

Q On the total income line? Are you looking at the same thing?

A I'm sorry, total income, $53,000 even.

Q Okay. Even on this profit and loss on the income side, we can see got a payment from --

MR. HUGHES: Your Honor, I object. He continues to lead.

MR. HAWKINS: All right.

THE COURT: All right. Don't lead, ask him questions.

BY MR. HAWKINS:

Q Okay. On July 15th of 2014, there's 10,500. Who does this document say that is from?

A Professional Affairs.

Q Okay. July 21st of 2014?

A That's Magic Events.

Q December 2nd of 2014?

A City of Gaffney Carousel.

Q And it's now being categorized as what?

A Accounts receivable.

Q Now, he's saying accounts receivable?

A Yes.

Q That was well after the institution of this lawsuit, correct?

A That's correct.

Q Okay. Are all those folks part of the MGR route that you paid $150,000 for?

A Yes.

Q Scott, I'm just going to hand you this.

MR. HUGHES: Your Honor, I don't know what he's showing.

MR. HAWKINS: Oh, I'm sorry.

BY MR. HAWKINS:

Q Scott, we went through the profit and loss statements. And if you could, just read this summary that you and Ms. Leary and I came up with for each year on the income that Mr. Howard shows on his profit and loss.

A On year 2010, he generated $172,753.95 of income. On 2011, $211,657.03. In 2012, $190,863.70. In 2013, $113,214.60. In 2014, $17,200. 2015, $53,000 even. The total came to $758,690.28.

Q Okay. And that's simple math, right?

A Yeah.

Q How much had you estimated he's brought in in cash in the years that he's not to compete?

A 193,000 --

MR. HUGHES: Your Honor, is he estimating it? He's estimating.

THE COURT: Okay. Rephrase the question if you would, please, or ask the question once again.

BY MR. HAWKINS:

Q Mr. Wiener, can you pull up this exhibit that's been introduced into evidence?

A Yes.

Q Okay. How much did you estimate Mr. Howard brought in in cash?

A 123,000.

Q So at this point, between what his records actually reflect and what we estimate he brought in in cash, what does that equal?

A I think you have the other form, but probably 800 -- about $880,000 and change.

Q Mr. Wiener, we did not rely solely on the profit and loss statement and ledgers to follow the money, correct?

A That's correct.

Q What else did we get?

A The bank statements from Greer State Bank.

Q Bank statements. Can you take a look at the document that I just handed you?

A Yes.

Q And what is this document?

A This is MGR Rides bank statement from Greer State Bank.

Q For what year?

A The first page is, looks like, 2010.

Q At the top right-hand corner, what is the date on that document?

A The first one?

Q Yes.

A 1-29-2010.

Q Okay. And if you'll turn to the next to the last page.

A 11-3-2010.

Q Mr. Wiener?

A Yes.

Q Are these documents that were provided to us by Mr. Hughes and Mr. Duggan?

A Yes.

Q Okay.

MR. HAWKINS: Your Honor, I would enter into evidence Plaintiff's Exhibit -- the next exhibit into evidence, which is the 2010 bank statement of MGR Rides.

MR. HUGHES: No objection.

THE COURT: All right. Without objection, the same is entered as the Plaintiff's next exhibit.

(WHEREUPON, Plaintiff's Exhibit No. 7 was marked for identification and received into evidence.)

BY MR. HAWKINS:

Q Mr. Wiener, we calculated in my office all of the deposits that were made in that year, correct?

A Yes.

Q And we wrote that on the page; do you recall?

A Yes.

Q By the bank statements, how much income did MGR have in 2010?

A $158,920.62.

Q What year's bank statement is that, Mr. Wiener?

A This is through January 31st, 2011, looks like through December 2011.

Q So, that appears to be the entire year of 2011?

A Correct.

Q And we calculated deposits made in 2011 and what is that number?

A $208,657.03.

MR. HAWKINS: Your Honor, I'd offer the 2011 bank statements of MGR Rides into evidence as Plaintiff's Exhibit No. 8.

THE COURT: Objection, sir?

MR. HUGHES: No objection, Your Honor.

THE COURT: All right. Without objection, the same is admitted.

(WHEREUPON, Plaintiff's Exhibit No. 8 was marked for identification and received into evidence.)

BY MR. HAWKINS:

Q So, we calculated $208,657.30, correct?

A Yes.

Q And on the profit and loss, he's got a total income of 211,000 and change, correct?

A That's correct.

Q All right. So, the profit and loss and the bank statements are tracking fairly well, correct?

A That's correct.

Q All right. Take a look at that stack. What is that, Mr. Wiener?

A This is the bank statements from MGR Rides from January 31st -- yeah, January 31st of 2012 until December 31st of 2012.

Q What's the total that we come up with in deposits in that year?

A $191,792.45.

Q Again, tracking the profit and loss fairly well, yes?

A That's correct.

MR. HAWKINS: Your Honor, I'd move 2012 MGR Rides bank statements into evidence as Exhibit 9.

MR. HUGHES: No objection.

THE COURT: All right. Without objection, the same is admitted into evidence.

(WHEREUPON, Plaintiff Exhibit No. 9 was marked for identification and received into evidence.)

BY MR. HAWKINS:

Q Okay. Again, our calculation for total deposits is?

A $191,792.45.

Q That one there, how far off is that profit and loss statement?

A I think that one -- I think that's 2012; isn't it?

Q I'm sorry?

A That's okay, it's pretty close.

Q This is 2012.

A It's pretty close.

Q What's the total income there?

A $190,863.70.

Q All right. That's tracking our number pretty good, right?

A Yes.

Q Okay. All right. Take a look at this one.

A (The witness complies.)

Q Do you recognize that one?

A Yeah, this is January 31st, 2013, through

December 31st of 2013.

Q Okay. And how much income or deposits did we calculate MGR Rides put in the bank account for 2013?

A $102,264.40.

Q Pretty close to total income?

A Pretty close.

Q Okay.

MR. HAWKINS: Your Honor, I'd offer 2013 bank statements into evidence as Plaintiff's Exhibit 10.

MR. HUGHES: No objection, Your Honor.

THE COURT: All right. Without objection, same is admitted into evidence.

(WHEREUPON, Plaintiff Exhibit No. 10 was marked for identification and received into evidence.)

BY MR. HAWKINS:

Q And what's the total there, Scott?

A This bank statement, is that what you're asking?

Q Yeah.

A It was $102,264.40.

Q Okay. Same thing for 2014, correct?

A Yes, January 31st, 2014, through December 31st, 2014.

MR. HAWKINS: Okay. Your Honor, I'd move 2014 bank statements into evidence as Plaintiff's Exhibit 11.

THE COURT: Objection, sir?

MR. HUGHES: I don't think you gave me that yet.

MR. HAWKINS: Sorry.

THE COURT: Any objection, sir?

MR. HUGHES: No objection, Judge.

THE COURT: Okay. All right. The same is admitted into evidence without objection.

(WHEREUPON, Plaintiff Exhibit No. 11 was marked for identification and received into evidence.)

BY MR. HAWKINS:

Q All right. Did you say what the total was on that?

A This one is $39,420.

Q Scott, this is the 2015 bank records that we got, but that only -- if you look at the last statement, when does that run to?

A June 30th, 2015.

Q And what is that total?

A 10,000 even.

Q Okay. The profit and loss, which is through October, what is that number? It's on the screen.

A 53,000 even.

Q So, obviously, the bank records we have, it appears that he got income after May of 2015, correct, by his profit and loss?

A Correct.

MR. HAWKINS: Your Honor, I'd move the 2015 bank statements of MGR Rides.

THE COURT: Objection, sir?

MR. HUGHES: No objection.

THE COURT: All right. Without objection, the same is admitted into evidence.

(WHEREUPON, Plaintiff's Exhibit No. 12 was marked for identification and received into evidence.)

BY MR. HAWKINS:

Q Mr. Wiener, all in all, if Mr. Howard was living up to his obligations under the contract, would you rather be paying Mr. Howard his money?

A I'd much rather be paying him my monthly fees -- or my monthly statements as we previously agreed to than, one, being right here in court in a lawsuit. I'd much rather be paying him on a monthly basis than taking out a line of credit to get through the business, make sure the business operates. I'd much rather be paying him on a monthly schedule than to be miserable and having trouble sleeping. I'd much rather be paying him and Mike and I being friends still. I mean, we were great business friends. I mean, we had a lot in common. Matter of fact, I did his kids' weddings, two of them, for free. We were

just good friends. We had a lot of business together. Yeah, I'd much rather be -- I'd be a much happier man if I could just sit back and make payments and put -- I mean, we're up to $800,000. I'd have been a lot happier putting that in my bank account. I could have hired people, expanded my business. I'd be a happy man.

Q Other than the $800,000 in income, what are you asking this jury to award you in damages?

A Well, along with that -- and that does include the cash, also the $25,000 that I paid for a ride that I never received. And also, the $150,000 I paid for the route is pretty much nonexistent because he started competing in October of the same year we even started this deal. So, you tack on maybe another 175,000 to 800,000, now we're close to almost a million dollars, 975,000.

MR. HAWKINS: All right. Mr. Wiener, you answer any questions that opposing counsel may have.

THE COURT: Mr. Hughes, I know you told me that you wanted to start today. You're only going to have about five minutes. Do you prefer to wait until tomorrow?

MR. HUGHES: Your Honor, I'm going to go ahead and wait.

THE COURT: Okay. All right.

MR. HUGHES: I won't go five minutes.

in, please.

(WHEREUPON, the jury came into open court at approximately 9:10 a.m.)

THE COURT: Good morning, ladies and gentlemen of the jury, I hope you had a good evening. Thank you for being timely this morning, I do appreciate it. Without further ado, we will begin the cross-examination.

Mr. Hughes, I believe that's your witness at this point.

MR. HUGHES: May it please the Court?

THE COURT: Yes, sir.

CROSS-EXAMINATION

BY MR. HUGHES:

Q Good morning, Mr. Wiener, how are you doing?

A Good. Thank you.

Q Mr. Wiener, I'm going to -- I'm sorry, could we -- Mr. Wiener, I'm going to hand you what's been identified as Plaintiff's Exhibit 1, do you recognize that?

A Yes.

Q What is it?

A This was the agreement for the purchase of MGR that was completed on April 1, 2010.

Q Now, in that agreement, you make certain

promises to Mike Howard; do you not?

A Yes.

Q Okay. And one of those promises you made to Mr. Howard was that you would pay him on a monthly basis beginning May 1, 2010, through November of 2018; do you agree with that?

A That is correct.

Q Okay. And you've not lived up to that promise; have you?

A No, I stopped in August of 2013.

Q The last payment you made was July 1 of 2013; is that correct?

A That's correct.

Q And according to the terms of this agreement, under section 2.2, it lays out what the payment schedule that you agreed to when you signed this agreement; is that correct?

A Yes.

Q And you were to pay him $8,333.33 from May 1, 2010, through October 1, 2010, correct?

A That's right.

Q Then that same amount from May 1, 2010, through October 1 -- May 1, 2011, to October 1, 2011; is that correct?

A That's right.

Q Then in July, the payments increased, right?
A In July? No, the next year.
Q In 2012, those payment went up to 13,738.20, correct?
A That happened in May.
Q Right.
A Correct.
Q It went May 1st, they went up to 13,738.20?
A That's correct.
Q And you paid Mr. Howard in 2012, correct?
A Correct.
Q Then in 2013, you stopped paying him. The last payment you made was July 1 of 2013?
A Correct.
Q And now sitting here today, you have missed 15 payments to Mike Howard in the amount of $13,738.20; is that correct?
A That's correct.
Q Okay. Can you see this?
A Not really.
Q Can you see it now? In August 1 of 2013, did you make that payment to Mr. Howard?
A Yes. Oh, August 1, excuse me, no.
Q How much was that?
A Would have been 13,738.20.

Q So, you don't live up to your promise in October [sic] 1 of 2013 when you didn't make that payment; is that correct?

A I was advised by my attorneys not to make any payments.

Q Did you make a payment September 1 of 2013?

A No.

Q How much was that?

A The same amount.

Q How about on October 1, 2013, did you make that payment?

A No.

MR. HAWKINS: Your Honor, if it please the Court, we stipulate that Mr. Wiener has not made any payments since July 1 of 2013.

THE COURT: You accept his stipulation?

MR. HUGHES: Your Honor, I'd like to go through it with him.

THE COURT: Okay. Good enough.

BY MR. HUGHES:

Q So, in 2013, in principle payments alone, you have not paid Mr. Howard $41,214.60; do you agree with that?

A That's principle and interest for that period, though.

Q That's just the principle that's due, correct?
A No.
Q That's the total payments you got if 41,214.60, plus you have interest accruing on a monthly payment once you stopped paying?
A That's correct.
Q And it compounds monthly at two percent interest per year?
A Right.
Q Okay. So, on top of this, you also owe him interest; is that correct?
A Correct.
Q In May 1 of 2014, did you make that payment, Mr. Howard?
A No, sir.
Q And that was 13,738.20, correct?
A Correct.
Q In June 1 of 2014, did you make that payment to him?
A No.
Q July 1 of 2014, did you make that payment to him?
A No.
Q August 1 of 2014, did you make that payment to him?

A No.
Q September 1 of 2014, did you make that payment?
A No.
Q October 1 of 2014, did you make that payment to Mr. Howard?
A No.
Q The total amount of principle that you've missed in 2014 was $82,249.20; do you agree with that?
A Yes.
Q So, in 2014, you failed to live up to your promise to Mr. Howard in total of $82,249.20 in principle payments alone; do you agree with that?
A Correct, I agree with that.
Q Let's go to this year. May 1 of 2015, did you make that payment?
A No.
Q June 1 of 2015, did you make that payment?
A No.
Q July 1 of 2015, did you make that payment?
A No.
Q How about August 1 of 2015?
A No.
Q September 1, 2015, did you make that payment?
A No.
Q And October 1 of 2015, just last month, did you

make that payment?

A No.

Q So, in 2015, you did not live up to your promise to Mr. Howard to pay him $82,429.20; do you agree with that?

A That's correct.

Q Thank you for that. And on top of that amount, we've already discussed that you owe him interest at two percent, you agree with that; right?

A That's correct.

Q Now, from 2010 through 2013, you never made one single payment to Mr. Howard on time; isn't that correct?

A It was probably close to the first of the month. It may vary.

Q Well, I'm going to show you what's been marked as Defendant's Exhibit No. 1. Do you recognize that?

A Yes.

Q What is it?

A It looks like it's off of maybe my Quickbooks. And it's payments that were made by check to MGR Rides and Mike Howard.

Q From 2010 to 2012, correct?

A Correct.

Q All right. And this was produced to me by your lawyer, correct?

BY MR. HUGHES:

Q You have continued to use Mike Howard's equipment at shows from July 1 of 2013, when you stopped paying until present, correct?

A That's correct.

Q And you haven't paid him a dime during that time, even though you were running the shows?

A Correct.

Q Okay. Now, I'm going to hand you what's been marked as Defendant's Exhibit No. 2. Do you recognize this document?

A Yes.

Q What is it?

A Actually, I don't recognize it. I didn't prepare it. I don't even know where you got it from, so you may have got it from -- I don't know where you got it from.

Q I got this document from your attorneys in response to a question that I asked them to tell me all the events that you had played since July 1 of 2013?

A Okay.

Q Well, look at it, are those the shows you played since July 1 of 2013?

A Yeah, I believe this was prepared by my office manager, so I didn't see it, but that looks pretty

A Yes.

Q Truth Missionary Baptist Church, how many times you played that since July 1, 2013?

A I believe that's just inflatable rides at that event.

Q USC Upstate, how many times you played that since July 1?

A I think twice.

Q Did you use Mike's equipment?

A Some.

Q Did you make money?

A Yes.

Q Finally, Verizon Wireless, how many times you played that since July 1, 2013?

A Three times.

Q Using Mike's equipment?

A Yes.

Q Did you make money?

A Yes.

Q Seventy-one events that you have played since July 1 of 2013, using Mike's equipment, 71. Seventy-one times, you've played with Mike's equipment since July 1, 2013, less than two and a half years ago. You made money on it and haven't paid him a dime under the agreement; is that right?

A That's correct.

Q Now, go back to Plaintiff's Exhibit No. 1, if you would, and that's the contract. Do you have that still in front of you? I'm sorry, Plaintiff's Exhibit 1.

A Okay. I got it.

Q All right.

A Let me say something, excuse me, if I may?

Q No, I'll ask the questions.

A Oh.

Q The contract that you referred to in your direct examination that you introduced into evidence; do you see that?

A The contract, yes.

Q Okay. Go to the last page, please, that you have on there. Okay. You're saying that agreement includes that last page?

A This agreement here, yes.

Q You're convinced of that, you think it includes that last page?

A I'm pretty convinced of it. It's what your client testified to on and what I signed.

Q Mr. Wiener, do you remember coming to my office July 31 of 2014?

A Yes.

Q Okay. And you came there with your attorneys

Your answer was, I assume the same time he prepared this agreement.

Next line, When was the first time you saw this document?

Answer, Early on in our discussion.

Do you agree with that so far?

A Yeah, I believe that's accurate.

Q Question, Was this document, Exhibit 2, prepared before the agreement marked as Exhibit No. 1?

And you said, Yes, sir.

Do you agree with that?

A I believe it was.

Q Okay. Question, How soon before the April 1, 2010, agreement was this document prepared?

And your answer was, Probably weeks or months.

Do you agree with that?

A It was before that time, yes.

Q And according to your sworn testimony at your deposition, you said weeks or months before you signed the 11-page agreement, correct?

A Correct.

Q Now, Mr. Wiener, let's go to the contract. I want you to go to section 12.6. Are you there?

A Yes, 12.6.

Q And it's entitled entire agreement. Do you see

Amendments and Waiver. Do you see that?

A Yes.

Q And what this paragraph means is that any amendments to this agreement must be in writing and signed by the parties in order to be effective; do you agree with that?

A That's what it says.

Q And earlier, I asked you on that proposal that's identified as Exhibit 2 in your deposition, if it had any signatures or initials or had been incorporated into the 11-page document and you said, No; right?

A There are no signatures on that particular page.

Q So, according to this provision, that document cannot be a part of your agreement, right?

A It was with it. How does it explain what I was buying? How do you look at the inventory? How do you look at all the other pieces on there?

Q Well, this jury is going to determine what this contract means, okay.

And 12.6 says, Any writings prior to April 1, 2010 have no effect; do you agree with that?

A That's what this says.

Q All right.

A But when it was put together, it was included with it.

A I have a ferris wheel.

Q What?

A I have a ferris wheel.

Q You don't have 70-foot ferris wheel; do you?

A I don't, no, 40. Which that's what plays in Fall for Greenville.

Q And you also understand that the events that you play are very important to the providers that the event be done well and that you help them out to make the event a success, correct?

A Correct.

Q It's very important for the communities that you do a good job while you're there, correct?

A That's correct.

Q Now, let's talk about a few of -- specifically, a few events that you were involved or a few people that you were involved in after April 1 of 2010. Now, you know who Will and Chris Kirksey Amusements is, right?

A Yes, I do.

Q And one of their events is the Spartanburg Spring Fling; is that right?

A Correct.

Q And Mike got you into that event, correct?

A That's correct.

Q And then in 2011, you went to the committee at

Spartanburg Spring Fling and you went behind Will and Chris's back and tried to steal the event; isn't that correct?

A No.

Q You don't agree with that?

A No.

Q Okay. What's wrong with that question?

A I think your year is off.

Q Okay. My year is off. So, you admit to me that you did go to the committee and try to steal the event at some point?

A I don't know how -- I don't know what year it was, I believe it was 2012. And the reason -- it was probably fall of 2012. And the reason I talked with Jane -- I believe this was after Mike had played Spring Fling in 2011 and Mike had played Fall for Greenville in 2012. So, I believe it was the fall of 2012 that I had a conversation with Jane.

Q Go to Page 81 of your deposition.

A (The witness complies.)

Q Line 13. My question to you, Scott, under oath, it says, Did you make an effort by speaking to event promoters or city officials about stealing that event from Will and Chris?

Your answer was, Not until 2013.

That was your sworn testimony at your deposition that you did try to steal that event from Will and Chris, correct?

A That's correct.

Q Okay. Now, wouldn't it be understandable, Mr. Wiener, that if Will and Chris was hosting a show and had you come in and subrent rides from you and you tried to steal the event that they would not want you back at their events?

A Here's the thing, the only reason why I went after that slot is because they weren't using me anyway. They used Mike Howard, which was a violation to begin with. So, the reason why I bought this business was the -- you're trying to not such minimize, but you can control your competition. Because knowing -- this whole -- the reason why I bought this company because I knew if Palmetto Amusement bought it, like I stated earlier, it would have been tough for ABC to subrent rides. Because it would be in Columbia and I'm sure he would have started easing up, as Palmetto already does business in this market. So, that's why I bought the business.

I would much rather have Will and Chris play the events, all I have to do is show up and put a ride in there. I don't have to deal with the committees, I just

A That's correct.

Q And it's the same that way for every profit and loss statement that you produced in the package, correct?

A As far as the sales and expense structures or -- the numbers change, obviously.

Q My question was, you make -- your income you bring in doesn't equal -- is not the net income at the end of the day; isn't that right?

A That's correct.

Q Okay. So, let's go, for example, to 2013. You there?

A Yes.

Q Under the expense, you show repairs and maintenance in the amount of $18,000, roughly, 18,814.64?

A Yes.

Q You say gasoline, slash, fuel, $34,453.22 --

MR. HAWKINS: Your Honor, I'm going to object. I don't see how ABC four businesses expenses are relevant in this case. I think what's relevant is Mr. Howard's expenses.

MR. HUGHES: No, Your Honor, it goes directly to the damages he's claiming.

THE COURT: All right. I'll respectfully overrule.

You may proceed, sir.

BY MR. HUGHES:

Q Inspection fees down below, $4,425, correct?

A Correct.

Q Transportation expense, $3,170, correct?

A Correct.

Q And jump on down, you have insurance costs as well; don't you?

A Correct.

Q And these all add up -- and go to the second page, the second page of July 2013. You show repairs and maintenance of $34,469.33 on your own profit and loss statement, right?

A Correct.

Q And we're going to go over that in more detail later on in the trial. But these are big expenses that you have, right? That anybody in the amusement ride business is going to have, correct?

A Well, this is a combination, though. This isn't just amusement rides. This is fixing tents, broken tents, which is --

Q But you've got expenses that have to come off the top, correct?

A Correct.

Q A lot of money?

A It is a lot of money.

Q On your Plaintiff's Exhibit No. 3, you say in this document that your damages equal the total amount of money that shows up on an MGR ledger, right?

A That's where we got these numbers, some of these numbers.

Q But out of those numbers --

A Some of the numbers -- this one came off his ledger.

Q Right. But out of that, anyone who's playing those events is going to have expenses, repairs, insurance, inspection fees, fuel, labor, all of that is going to have to come off the top?

A Yeah, but my rides are already inspected. That's a duplicate expense. If I was playing those events, I wouldn't have to pay those. Now, payroll could possibly be an issue.

Q And fuel?

A Fuel may be an issue. But there's a lot of duplicate expenses that wouldn't be needed because they're already paid on the rides that I have that are inspected, MBT tested.

Q Okay. Mr. Wiener, based upon your testimony that expenses have to come out, at least, some expenses; you agree with that?

A Yes, sir.

Q Relying on MGR profit and loss income is unreliable, correct?

A No, it's not unreliable. I mean --

Q Well, that can't be an accurate number if you say expenses have to come off the top?

A The income? I think the income is reliable.

Q But the net at the end of the day is a lot different --

A No, the net at the end day, correct.

Q For anybody?

A That's correct.

Q Okay. And the same would apply for Exhibit No. 3, the net at the end of the day is going to look a lot different than what you have it listed as here, right?

A It's going to look a little bit different when you take probably payroll and maybe some fuel.

Q So, whether it's a little bit different or a lot different, those numbers don't fairly and accurately represent your alleged damages in this case?

A Well, we have to take out some expenses.

Q Fair enough.

A But it's been difficult because every time we put a report together, then we get something else that doesn't jive with the ledger, doesn't jive with the P&L. So, it's been kind of a battle to come up with the

Question, This is date March 9th, 2010, correct?

You said, yes.

And go on down to Line 6, and I asked you, Do you allege any damages sustained by ABC by MGR Rides, Mike Howard or High-Lite Rides from this event?

Your answer is, No.

Correct?

A Yes.

Q So, you don't have any damages from the Life Song Church event according to the exhibit that you introduced into evidence yesterday, right?

A Let me look at that. I don't see how we got paid for that event, so that's what I don't know. I don't know how we got paid for that event.

Q Okay. During sworn testimony in July of 2014, you told me you had no damages from this event, correct?

A Okay.

Q So, your testimony has changed in front of this jury?

A I don't know about this one. We did so many events. You just counted 71 just in recent times. So, I can't recall each specific event sometimes. But --

Q All right. Let's move on.

A Without looking at paperwork.

Q Let's go to the Gold Stream event, number four,

there.

A Okay.

Q And this was in 2010, correct?

A Correct.

Q I'm going to show you what's been marked as Defendant's Exhibit No. 4, do you recognize that document?

A Yes.

Q Okay. And that is what?

A This is to document what ABC does to reserve -- at least, to pull the inventory out of my inventory.

Q For the Gold Stream event?

A For that, yeah.

MR. HUGHES: Your Honor, at this time, I'd like to offer the exhibit.

MR. HAWKINS: Without objection.

THE COURT: All right.

MR. HUGHES: Can't remember the number.

THE COURT: Without objection, the same is admitted into evidence.

(WHEREUPON, Defendant's Exhibit No. 4 was admitted into evidence.)

BY MR. HUGHES:

Q So, on number four of your ledger, you say you were in damage $23,000 at the Gold Stream event. But yet, the exhibit that I just showed you shows that you played

the event, right?

A And I think we backed out that partial payment from that event later on.

Q And you were paid by Mike Howard for that event, right?

A That's why we backed it out.

Q And you never complained, Mike, I didn't get all the money I was entitled to. You were down there with him and you played the event with him, right?

A That is correct.

Q The next one, Phoebe Putney, October 12th, 2010, that's another Professional Affairs event; do you see that?

A Yes.

Q Go to the ledger, 2010. Ledger number 2711, which is dated October 18th, 2010. You see that?

A October 10th?

Q October 18th. Did I say the 10th?

A I believe that's what you said.

Q It's ledger number 2711.

A October 18th? Is it the last entry on Page 3, says Page 3 above it?

Q No, Page 4, entry number 2711.

A All right. Yes.

Q So, subsequent to the Phoebe Putney event that

Rides for this event?

Your answer was, No.

Correct?

A Correct.

Q So, we can --

A It's on here that we backed that number out, too.

Q Okay. So, this $15,150 is not a damage you sustained?

A Not the entire amount. We backed out the money, I think, after -- I think he made a payment to me on that.

Q But you're playing these events with Mike Howard, right? He was with you at all these events?

A Yes, we backed out those expenses when we -- this is what we put together for the income. And then on the second page, we backed those expenses out to come to our total. So, we took those back out.

Q If you're playing the event together, how can you just back out what you're paid and then ask this jury to award you for the leftovers?

A I'm not.

Q You know, because you're taking out a certain amount of money that you were paid. Take, for instance, the Gold Stream event, $23,000. You were paid $6,600 and you're saying I want everything from $6,600 to $23,000.

correct?

Your answer was, Correct.

Question, Is this an event that Mike referred to you?

Answer, Yes it was.

Question, Did you sustain any damages by Mr. Howard or his company from this event at Midland Magic?

Your answer was, No.

Do you agree with that?

A Yes, that's what it says.

Q So, we can exclude this MGR -- this Midland Magic show completely from your Exhibit 3, right?

A In researching this stuff, I had found -- I probably need to research it a little bit more because I found that -- seems like there's missing $10,000 somewhere on that event.

Q Well, we're here for your trial today?

A I understand that.

Q So, I'm asking you, you cannot prove your damages from Midland Magic, although, you told this jury yesterday that you're entitled to $7,750?

A I don't know if we backed anything out of that one or not. I have to look.

Q And your testimony to this jury yesterday has

now changed when you gave it to me back in July of 2014; hasn't it?

A No.

Q All right. Well, you told me you didn't have any damages then, but then you submit a document that says you were?

A I think when we were looking at Mike's ledger, we just pulled it off there. And I didn't see in the Midland where payment was made to ABC.

Q And that event was --

A I would be happy to look at that one.

Q -- in October of 2011, near the end of 2011, right?

A Right.

Q Still working together on shows together, correct? He was referring business to you?

A We were a little bit, yes.

Q Okay. Number 19, the First Baptist North Spartanburg; do you see that?

A Which number is that?

Q That's number 19.

A Yep.

Q Okay. Then if you would go to the ledger, number 2820, which would be in 2011, you were paid $13,500 from MGR Rides, correct?

A Yeah, I believe we backed that one out.

Q But you didn't back the whole thing out; did you?

A No.

Q Starting in 2012, you would agree with me that the majority of those events are through Professional Affairs, correct? We've got the Michelin event --

A We've got Magic. We've got Will and Chris --

Q Well, let's look at number 26, 27, 29, 30 and 31 are all Professional Affairs entries, right?

A I'm not sure about the Michelin.

Q You don't know if that's Professional Affairs event?

A Uh --

Q By this time, Mr. Wiener, we knew that Professional Affairs would not use you any longer, correct?

A No.

Q Number 32 on the next page, it's Will and Chris Amusements, we know that they won't use you by this time, correct?

A No.

Q We see Professional Affairs events on 35, 36 and 42, correct?

A Correct.

A I looked at what we had done when we played them. That's what the numbers are.

Q The point is, Mr. Wiener, you cannot rely from a year-to-year basis on the revenue that you're going to generate from a certain event. And that's what you've done with this document; isn't that right?

A Why don't you ask your client to provide the numbers? He knows what he's made.

Q Answer the question, Mr. Wiener. You cannot rely from year to year on how much an event is going to bring in; can you?

A You put together a package and you have a pretty good idea of what each event makes when you make your budget out for the year.

Q Mr. Wiener, I'm going to ask the question one more time. You cannot rely year to year what an event's going to bring in; can you?

A You set budgets on it, that's what you work off of.

Q Is that a no?

A No. No matter how you twist it, you still have your -- you've got a budget for people, you've got a budget for everything. You still use the same numbers.

Q Well, let's just assume that out of one of those 71 events you played, let's to go Greater Greer Chamber of

Commerce, there's a monsoon that occurs --

MR. HAWKINS: Objection, Your Honor, it's speculation. It's been asked and answered.

THE COURT: Okay. All right. I'll -- you can move on, sir.

MR. HUGHES: Okay.

BY MR. HUGHES:

Q You have a monsoon, it washes out the whole event, you're not going to make what you did on a year where it's bright and sunshiny and warm, right?

A Sometimes, it affects it.

Q Okay. And you don't have any knowledge about how many people showed up at these events, what kind of weather it was, what happened at these events; do you?

A Well, I think you can look through the photographs over there, it wasn't raining in any of those photographs that we took. It looked like they had quite a few people in some of the photographs that we took.

Q Do you have photographs from every single event on here?

A I've got a few of them. If he would provide the number, he knows what he made. And we can get this whole thing straightened out. He's admitted to playing the events. Just tell us what the numbers are.

Q So, what you have there is just an estimate,

events.

Q All right. Number four there, you see Fall for Greenville?

A Yes.

Q And that is October 2012, correct?

A That's correct.

Q If you go back to Exhibit 3?

A (The witness complies.) Okay.

Q And go to number 32.

A (The witness complies.)

Q There's an entry there from November 2nd of 2012 from Will and Chris Amusements, which would have been right at the time for the Fall for Greenville event, correct?

A Yeah, it would have been.

Q So, you double counted the money in Exhibit 3 and 4?

A Yeah, we did enter it on the cash event and there was a check. I guess I did.

Q Okay. So, we have now gone through the MGR Rides profit and loss statement, which you admit is not accurate because it doesn't take into account the expenses that someone incurs, correct?

A There are some expenses.

Q We have gone through Exhibit No. 3, your events

failure by U. S. Mail.

Do you agree with that?

A Yes.

Q Okay. I'm going to show you what's been marked as Defendant's Exhibit No. 6 six, do you see that?

A I see that, yes.

Q This is, in fact, where Mike Howard notified you that you were late in your payments by certified mail, correct?

A Yes, it looks like it was certified.

Q On the last page, it was signed by a Jennifer Johnson, who I think you identified previously as a administrative assistant in your office?

A Yes.

Q So, you got your notice that was due to you under 9.1, correct?

A I don't remember seeing this first page, so I don't know. I do remember seeing something like the second page.

Q You admit you got notice of past due payments that you hadn't made on time?

A I admit I saw the past due.

MR. HUGHES: Your Honor, at this time, the City offers Exhibit 6 or 7, I can't remember which one it is.

advice and they said to stop payment, which I'm sure they reviewed this. And I was relying on their expertize and experience.

Q Okay. I don't mean to be too light-hearted, but if your attorneys told you to commit armed robbery; would you do that?

MR. HAWKINS: Objection, that's speculation. Got nothing to do with the case.

THE COURT: All right, I sustain it.

BY MR. HUGHES:

Q So, at the time that you stopped paying, it was convenient for you to stop paying?

A No.

Q So, we know from the terms of the agreement that Mike Howard is the owner of the equipment, has title to it, correct?

A I guess we haven't decided on who --

Q The title was never transferred to you; was it?

A No, I didn't receive titles.

Q Back to 4.2, Deliveries by purchaser, which is you under Paragraph C. This says that you are required to deliver a covenant not to compete to Mike Howard, correct?

A That's what it says.

Q And you never did that; did you?

A No, we didn't need it because it was in the

back. It's mentioned in here several times that it was non-compete for 10 years. So, we didn't need another piece of paper. I've got enough paper right here to tell me, look, $150,000, $150,000 extra, extra was for his contacts, the route, all new inquires and a non-compete. It says it in here several times. For 10 years, the payment -- it was the same as the payment schedule. It was important. It was very important. That's why even Palmetto Amusements, who wanted to buy it, wanted a 20-year non-compete. Because they knew you're not going to go into business with somebody, even pay extra for the business so that the guy can go out behind your back and do hundreds of thousands of dollars worth of business behind you.

Q Did you ever sign a non-compete agreement?

A I signed this agreement.

Q All right. 3.1, Noncompetition Agreement: Purchaser and seller shall execute a noncompetition agreement to prohibit seller from competing with the business of purchaser under the terms and conditions specified in that agreement.

Do you see that?

A I see 3.1.

Q So, that necessarily means that the non-compete would have to be contained in a separate writing, not this

one, right?

A We didn't need one. You can -- look, you can twist it. You can ask me 10 different ways. Look at 8.5.

New Business: Seller agrees to refer all inquiries about ABC Rides to the purchaser for 10 years, non-compete period.

It's right there. I don't need another piece of paper. We didn't need anything. It also says it on the one you keep questioning whether it was attached or not. Non-compete. 10 years. All new business.

Q Mr. Wiener, is there any geographical limitation defined in your 11-page agreement there?

A His route.

Q What's his route?

A Is Indiana to Savannah and everything in between there.

Q Does it say that?

A It doesn't have to say that, that's what it was.

Q Did you provide --

A I wasn't buying a company for $150,000 extra so I could play in my backyard.

Q Did you provide any -- did you pay any money to Mr. Howard for a covenant not to compete?

A Did I paid him money any money? I paid him money for this. I didn't even draw this thing up. He

drew it up. So now, you're trying back out of it. There's no reason -- I don't need anymore. Look, I wanted to buy a business, I wanted to buy some rides, he wanted to sell it. I'm not an attorney, that's why we're sitting in here. But he knew what he was getting into, I knew what I was getting into. I made my payments. You can look and see if they're not -- you act like they're not there, but there's evidence that I was paying him cash. I made my payments. We didn't need any other stuff. This was it. This was all I needed. I signed it.

Q Let's go to your deposition. Page 34.

A Thirty-four?

Q Yeah.

A Okay.

Q Question, Have you paid anything separately from $633,000 for a covenant not to compete?

Your answer was, No.

Correct?

A Right, we didn't have a separate.

Q Okay. Go down to Line 34 -- Page 34, Line 25. I ask you, Is there anything in this Exhibit 1 that provides the geographical area of this non-compete agreement?

Your answer was, No.

A There's nothing written in here. There's

nothing written in here. But his route encompassed it all. It didn't need to be written in here. I wasn't playing in my backyard. All these contacts that he had given me were not within the, what, 50-mile radius of his house. They were all over the place.

Q Page 35, Line 12, I asked you, And you would agree with me that Section 3.1 is saying that the parties shall execute a noncompetition agreement to prohibit seller from competing with the business of purchaser under the terms and conditions specified in that agreement, correct?

Your answer was, Yes.

Question, So that means there would be a separate agreement that you and Mike would enter into that would provide the noncompetition agreement, correct?

Your answer was, Correct.

Question, And that was never entered into?

Your response, No.

So, you told me in your deposition, your sworn testimony there was no separate competition agreement and Section 3.1 means that there was -- that contemplated a separate agreement that would be entered into that never was?

A We didn't need it. We didn't need it.

Q And you would -- let's go to 12.1. We've

already been over this, but this says, That any amendment to this agreement, waiver or consent with any respect to this provision shall not be effective unless signed in writing -- in writing and signed by the party, correct?

A Which one are you reading? I'm sorry.

Q I'm sorry, 12.1.

A I've read it. I'm sorry. I'm sorry. Ask your question.

Q So, that means that any other -- the writing -- any other agreement must be in writing and signed by the parties, right?

A That's what it looks like, yeah.

Q And there's no other writing besides this 11-page document?

A Except for the payment schedule and the last part that's attached to it.

Q Was a proposal ever signed or initialed?

A It's all one thing.

Q Now, I've already asked you about -- and we've been over when you went over your damages list -- about you and Mike playing events together through, at least, late 2011. Do you remember that?

A You asked me that, yes.

Q What is Exhibit No. 7?

A It's just some notes. Looks like dates, events

the case and we'll be at ease for just a few minutes, okay.

(WHEREUPON, the jury left open court at approximately 4:11 p.m.)

THE COURT: All right, motions?

MR. HAWKINS: Motion, Your Honor, the Plaintiffs make a motion for directed verdict based on the fact that it's uncontroverted that Mr. Howard breached the agreement first. And as such, Mr. Wiener or ABC Amusements was not -- was justified in not paying. And, also, a directed verdict on the issue of personal guarantee. There was no personal guarantee signed. There was no contract signed by Mr. Wiener. And those are our two issues.

THE COURT: Okay. All right. Obviously, the standard by which I would review any motion for directed verdict is in the light most favorable to the non-moving party. It's incumbent upon the Court not to value the evidence or weigh any of the evidence that's been presented, but simply to determine whether there is any evidence in the record which would support a finding by a preponderance of the evidence. Based on that standard, I respectfully deny your motions for a directed verdict.

Mr. Hughes?

MR. HUGHES: Yes, sir. The Defendants make several motions for directed verdict. The first being, on their breach of the contract based on a covenant not to compete. And Mr. Wiener admits that a separate covenant not to compete was never signed. The agreement clearly refers to a separate agreement that was never signed. So therefore, we have no writing that constitutes a covenant not to compete.

And even if you, the Judge, were to say -- let me back up. What they are trying to say is enforce a 10-year covenant not to compete. And 10 is for what is a matter of public policy as a matter of law. He further admits there was no separate consideration paid, which is required under the law regarding covenants not to compete. And he admitted there was no geographical limitations, also a requirement that must be reviewed by you in order to establish a covenant not to compete.

It's not an agreement in writing. It's subject to the statute of frauds. Therefore, it cannot go forward to this jury on that issue of the covenant not to compete. And we ask that that issue, we get a directed verdict on a -- their cause of action for a breach of covenant not to compete.

THE COURT: Okay. All right. What's your

position on that, Mr. Hawkins?

MR. HAWKINS: Your Honor, the 10 years -- I think in his opening, he said it was two or three year on a covenant not to compete was void as a matter of law because of the policy. Again, Your Honor, those time periods in which the Court has discussed such matters, those are covenants not to compete with respect to employment contracts.

This is a different set of the circumstances. This is a covenant not to compete in the purchase and sale of a business. There is no written policy or standard or case law in this particular scenario. And, in fact, I believe the case law is what -- you know, what's reasonable between the parties.

Secondly, Your Honor, that contract is chalked full of time periods. 10 years. Secondly, it does -- and there was testimony with respect to the consideration. We have a document in there where he's paid $150,000 for the MGR route. And there's certainly testimony where that links up with some sort of covenant not to compete.

Thirdly, the geographical limitations, Your Honor, in his testimony, Mr. Wiener testified that that geographical location was the specific MGR route that span from Indiana down to Savannah where the

Gulf Stream event and all these little spots in between. So, certainly, we have geographical location.

Secondly, we believe that there's evidence of part performance on the part of Mike Howard, which would excuse the statute of limitations -- I mean, the statute of frauds. He's testified that he's helped Scott. He sold him a book of business. He gave him the client list. So, we have, at least, a scintilla of evidence that all of the elements have been met and the part performance is an excuse to the statute of frauds.

THE COURT: Okay. And I'm going to ask questions, but I'm not asking directive questions that are suggesting to you that I'm leaning either way. Is there a case, any case law in the state that distinguishes a covenant not to compete in an employment setting versus a buy/sell agreement?

MR. HAWKINS: There is, Your Honor. And, actually, we have -- we've argued this motion to summary judgment --

THE COURT: Right.

MR. HAWKINS: -- and the Judge -- I can't remember who the Judge was, ruled against them. And Ms. Leary, certainly, has the case because this is

something we argued about with our mediator.

THE COURT: What's the case?

MR. HAWKINS: The case is South Carolina Finance Corporation of Anderson vs. Westside Finance Company. And I am trying --

THE COURT: I can get it from that.

MR. HAWKINS: And the case on our statute of frauds part performance would be 783 S.E.2d 803. That's Fesmire vs. D-I-G-H.

THE COURT: Fesmire, F-E-S --

MR. HAWKINS: F-E-S-M-I-R-E.

THE COURT: Okay. All right.

Mr. Hughes, do you think that's a dispositive case?

MR. HUGHES: No, Judge. I've got a case in my brief I've cited, Somerset vs. Reyner.

THE COURT: Right.

MR. HUGHES: 233 S.C. 324.

THE COURT: Is it R-A-I-N-E-R?

MR. HUGHES: R-E-Y.

THE COURT: Okay. Okay.

MR. HUGHES: And I, specifically, looked for a case that dealt with examining a covenant pursuant to a sell of a business. Because, typically, they are examining in the context of an employee/employer

relationship. But this examined in the sale of a business and the same requirements the Court upheld that they do in reviewing an employer/employee. And one of those, of course, is reasonably limited to time and territory.

MR. HAWKINS: I agree with that. I've got the same case, Your Honor. It says, reasonably limited to time and territory. So, what's reasonable is what the jury imposes. All we know is that for, at least, the two or three year issue on the employee contract is not applicable.

THE COURT: Okay.

MR. HAWKINS: You want me to hand these up?

THE COURT: You're welcome to. I can look them up or you can hand them up.

MR. HAWKINS: Yeah, I'll give them to you. I think we're on the same case.

THE COURT: I will tell you, with respect to that, I'm going to take it under advisement. It won't keep us from moving forward with the presentation of the Defendant's case. But I'll take that one under advisement.

You know, here's the deal, there's certainly evidence of covenant not to compete. I'm not saying that it's good or bad, I'm just saying it's there.

You know, insofar as ambiguous contracts go, this is probably one of the most ambiguous that I've seen. I mean, I suppose it could have been more ambiguous if it were on a cocktail napkin, but it's pretty much -- it's probably more ambiguous because it's got more clauses in it that give you more pause to wonder what the parties intended. So, it's there.

The question, really, that I have outstanding is it's clear that the law is that they have to be reasonably tailored to scope and direction. That's clear, there has to be consideration. I know all that. The question is, all right, is there a distinction between the noncompetition agreement in a buy/sell agreement among businessmen who share equal sophistication as opposed to an employment contract, wherein the parties aren't necessarily on equal footing and public policy dictates that those -- that employees are treated differently.

The other question is well, okay, if, in fact, it should be treated differently or not treated differently, is it a question for the Court or is it a question for the jury? Generally speaking, it's a question for the Court. But in this instance, because of the unique circumstances that we find ourselves in, is that a special interrogatory that is

given to the jury for consideration? I don't know the answers to those questions. That's what I'm going to be looking for. That's what I'm going to be looking for, okay.

All right. Next motion, Mr. Hughes?

MR. HUGHES: Your Honor, we make a motion of directed verdict on our -- Plaintiff's cause of action for conversion. Your Honor, the agreement clearly says this equipment was sold as-is, where-is, how-is. There was a handwritten notation by Scott Wiener that he was only to complete the ferris wheel. The uncontradicted testimony is that berry-go-round or barrel-go-round is sitting in the same place that it was back in April 1, 2010, when Scott Wiener saw it and said that's the one I want.

Your Honor, there is no evidence from this Plaintiff that Mike Howard has appropriated this equipment for his own use. And that's what needs to be established in order to prevail on a conversion claim. On that basis, we're entitled to a directed verdict on their cause of action for conversion.

THE COURT: Okay. All right.

Mr. Hawkins?

MR. HAWKINS: I think he's right, Your Honor.

THE COURT: Okay.

MR. HAWKINS: This is a breach of contract case.

THE COURT: All right. I got you. What item are we talking about specifically?

MR. HAWKINS: The berry-go-round.

THE COURT: Is that the one we're talking about?

MR. HAWKINS: It's a ride called --

THE COURT: No, no, I got you. Which one is it? Because I heard a lot back and forth. It's, specifically, the bucket of bolts berry-go-round.

MR. HAWKINS: Right. Right.

THE COURT: Got it. So, you're taking that off the table?

MR. HAWKINS: Yeah.

THE COURT: Good. Good. That means I don't have to think too hard.

Go ahead. What's your next one, Mr. Hughes?

MR. HUGHES: Your Honor, we'd finally make a motion for directed verdict as to Mr. Howard's counterclaim for a breach of contract, which was styled in my complaint -- in my counterclaim as a debt collection.

Your Honor, this, of course, deals with missed payments since July 1, 2013. And Mr. Wiener has admitted that he owes $213,314.34, which includes the interest.

THE COURT: Okay.

MR. HUGHES: He's admitted that he was obligated to pay that pursuant to, I think it's Section 2.2 of the agreement and pursuant to the payment schedule that's been introduced into evidence. There's no issue of fact that he's failed to make those payments. And we're entitled to directed verdict in that amount on the debt collection action.

THE COURT: All right. I'll respectfully deny your motion on the applicable standard for directed verdict. I think that's quintessentially a jury question.

MR. HUGHES: The last one, Your Honor, is we filed an additional counterclaim on behalf of High-Lite Rides as a third party beneficiary to the contract, in which under 8.2 of the agreement that he agreed to use High-Lite Rides as a single source of maintenance and repairs for the equipment that he purchased. He has admitted that he has not done that since July 1, 2013. He also admits that he hasn't paid three invoices which have been introduced into evidence. And the value of those invoices is $3,359.92. High-Lite Rides is entitled to recover the amount of money for those past due invoices based upon Mr. Wiener's own admission in his

cross-examination.

THE COURT: All right. So, at this point High-Lite Rides is a party to the lawsuit?

MR. HUGHES: That's correct.

MR. HAWKINS: They are, Your Honor.

THE COURT: Okay. Again, on that one, I'm going to respectfully deny the same on the applicable standard for directed verdict. I think, again, it all comes down to the factual question of who breached the contract and when. And then, ultimately, what damages were sustained by either or both parties. And again, I think that quintessentially is a jury question. That's what we're doing here today.

All right. Okay. Any others?

MR. HUGHES: No. Just a matter of -- what I'd prefer to do is go ahead and set up my video. Call Mr. Kirksey and then we can go right into playing the other video depositions.

THE COURT: You think you can do that in a short period of time?

MR. DUGGAN: When do you want to break, 5:00?

THE COURT: Yeah, I want to. It sounds to me like based on where you are that we'll have some time on Thursday. I don't want to go to 6:00 and I'd

A Yes, as far as I know.

Q How long have you managed Spartanburg Spring Fling event?

A Done it probably the longest of any of them. Probably '05-06, maybe.

Q Okay. So, a little over 12 -- about 10 years?

A Yes.

Q Now, in 2010, Mr. Kirksey, you contacted Mike Howard about some assistance -- seeking assistance with him at the Spartanburg Spring Fling event; is that correct?

A Probably.

Q Okay. And what did you know about his involvement with ABC at that time?

A He just told me that Mr. Scott was purchasing his rides and that they would be brought by Scott this year.

Q Okay. And when that happened, tell me about what happened with ABC's involvement at the Spartanburg Spring Fling event?

A Well, I think the second year into it, I had just got -- I was talking to my contact there at the Spring Fling about the next year's event. And she had told me that she had had a discussion with Scott about satellite area, creating sort of a team zone.

Q And based on that information, what did you perceive that Scott was trying to do?

A Well, I had an instance in the past where another vendor has used that as a platform to, essentially, get the contract.

Q And you say get the contract, that means take away the Spartanburg Spring Fling from you?

A Yes.

Q What other events has Scott tried to compete with you in?

A Well, I mean, I'm sure we bid a lot of the same events. The only one that I know that I was approached by a group that I was currently working with was the Freedom Weekend Aloft.

Q What year was that?

A 2013.

Q Mr. Kirksey, why will you not use ABC Amusements?

A Again, it's more of just he's a competitor in my area and my -- I just don't think it's prudent to subsidize your competitor.

Q Mr. Kirksey, I'm going to show you what's been marked as Defendant's Exhibit No. 10. Do you recognize that document?

A I do.

A That would have to be, as far as my recollection, 10, 12 years ago.

Q And when did Scott approach you about buying some of your equipment that you had for sale?

A That would have been in around January, somewhere first of the year of 2010.

Q Okay. Tell me about the discussions, how they started out. What did y'all discuss?

A Started out was me and my wife had a discussion, she wanted me to slow down. I was running the road, trying to run two businesses, running the road. She wanted me to slow down. So, I told her I would try to sell some of the equipment, slow down. So, I put -- let the word be known I was going to sell most of the equipment or all that I could. I had like 33 pieces of equipment at the time. And I made a list. And Palmetto Amusements found out about it. So, they contacted me about the first of March, I think it was, and they was interested. So, he came up and we sat down. He actually came up with McPheely, which is another company he had purchased -- or was purchasing, he was still paying for it. But came up and he was interested in buying the equipment.

So, he come up with a proposal. And I believe that was that March the 9th, if I'm not mistaken. He

brought it to me. Either brought it to me or emailed it to me, I can't remember. And at that time, Scott was there about all the time. He hung out at the shop a lot. And he knowed I been talking to Dominique Scallia, the guy's name, he owns Palmetto. So, I handed him a copy of the paper, proposal Dominique had sent me.

And he said, Don't do nothing right now. I'd like to do this. I'd like to buy it.

So, okay. So, I give him a copy of it and he left. And then that's when the talk started about him buying the equipment.

Q When did he pick out the equipment that he wanted to buy?

A That would have been right around in March. He took the big list I had, looked it over, plus the list Palmetto had prepared, and went through and picked out the equipment that he wanted.

Q Okay. Did he -- did he go out to the shop and look at every piece of equipment that he wanted to purchase?

A Oh, yeah. I got a Kawasaki mule I ride around the place on, so we got on that and went by all the rides, looked at them, talked about them. Pretty much, I told him all about them. He picked out the ones he wanted.

Q Did he see a ride we call the berry-go-round?

A Yes.

Q What was it actually?

A A berry-go-round is two components. It's actually a ground-mounted ride, but it has a trailer that you transport it on, special trailer you transport it on. It's four huge strawberries and got big arms that come off the center and they swing around. You lock them in place and the strawberries spin and the ride spins. Sort of like a tubs of fun, but it's enclosed. That's pretty much a description of the strawberry ride.

Q And what condition was it in when he saw it and picked it out?

A It was a strawberry ride that I had took in on trade, it had been in a wreck. What they did, they flipped a bridge with it and cut the top of the strawberries off. So, at the time, I had made new barrels to go on the strawberry ride. They was sitting there. The inserts and barrels and ride was sitting there. At that time, I'm thinking the ride was still sitting on the trailer at the time, the center was.

Q All right. Mike, who has the trailer now?

A Mr. Wiener.

Q Mike, one of the other two rides was known as the visa whale and visa helicopter?

A Yes, sir.

Q When did Mr. Wiener pick up those two pieces of equipment?

A He actually used them a time or two. He brought them back to the shop, throwed them out there in the field because they're not trailer mounted. They're just little kiddie rides, park mall rides. And he picked those up and sent Cory over there on a Saturday around lunchtime on 2013, right before he filed this lawsuit, which would have been in July.

Q Okay. Mr. Howard, I'm going to show you what's been introduced into evidence as Plaintiff's Exhibit No. 1. And we're going to talk about the document that's attached as the last page. Have you seen that document before?

A Yes, I have seen it before.

Q Okay. Who prepared it?

A I'm pretty sure Scott brought -- this is the paper he brought back to me once he took Palmetto's contract. Because it almost looks about like Palmetto had, except not as much equipment.

Q When did he bring that document to you?

A Sometime probably about the second week of March.

Q Okay. Where are there any signatures on that document?

A Yes.

Q What do you want?

A I just want to get the equipment back so I can fix it up and go through it.

Q All right, Mr. Howard, let's move to 8.5, entitled, New business. Tell me what it provides.

A It says I will refer all new business to ABC.

Q Okay. Did you do that?

A Yes, up until 2012.

Q Okay.

A When everything went south.

Q All right. Let's talk about some of that. Well, let's -- first of all, why, Mr. Howard, did you attend or assist Mr. Wiener with all of those events for that two-year period?

A I went out for almost a full two years after -- after we signed this on most all of the events. Anything that the equipment went to, any large events, I was there. And even like in Professional Affairs, which was a big client of mine, to this day, Scott's never met the man. I went to all the events. Every time we would go, Scott would be busy somewhere else, he didn't go. I went and handled the events and done them. And with the equipment that Scott had bought from me, and he knowed, he was well aware of it, he approved of it. He went along with it. I

went, took my trucks, my generators and handled the events.

Q Okay. Why were you willing to do that for two years?

A Because I wanted him to succeed. Because my wife wanted me to slow down. I got bit at hard from her for being out two more years on the road. I told her I wanted him to make it so he could keep making the payments so we could keep going on.

Q It had nothing to do with any obligation that you had according to the agreement that you're holding in your hand; does it?

A No, it just was pretty much me trying to help him to succeed.

Q Where does this agreement at any point, that you hold your hand, mention the word MGR?

A It does not.

Q Mr. Howard, when did you start receiving some complaints about ABC's performance at some of the events you were sending him to?

A It actually started in '11, but I kept going and talking to him trying to work things out. Okay, okay, it's going to get better, it's going to get better. But it didn't, it got worse, so.

Q Okay. Let's talk about some of this. What

there.

So the Lions Club called me and says, Mike --

MR. HAWKINS: Objection, Your Honor, hearsay.

THE COURT: All right, I sustain.

BY MR. HUGHES:

Q All right. What has been done with the Canton, North Carolina event since the year that Scott asked for more money?

A They haven't used him since.

Q Okay. All right. Mr. Howard, I'm going to hand you what's been previously entered into evidence as Defendant's Exhibit No. 6. Tell the jury what that is.

A It's where in August of 2013, I notified Scott that he hadn't made his payment for August by certified mail.

Q Okay. If you would go to Section 9.1 of the agreement. And what does it provide?

A Said within 10 days failure of purchaser to make a payment on schedule as defined herein, seller shall notify the purchaser of payment failure by U.S. mail.

Q The exhibit that I just handed you as notice, is that in compliance with 9.1?

A Yes.

Q Now, 9.2, what does it entitle you to do?

A Thirty days after he fails to make his payment,

I am to seek recovery of all the equipment by all legal means.

Q All right. Mr. Howard, I'm going to show you what's been premarked as Defendant's Exhibit 15. If you would please tell the Court what that is.

A It's a copy of MSOs and titles on all the equipment.

Q All right. Let's go to the first one. What's the first one a copy of?

A It's an MSO on the spinner ride.

Q Okay. Now, explain to the jury, please, what an MSO is.

A MSO looks just like a title. It's for a manufacturer like myself. If I manufacture a piece, I have to be certified and go through the highway department with an MSO, Manufacture Certificate of Origin. And this is the same thing as a title. You take this to the highway department with the bill of sale and they transfer that over into a title.

Q All right. Now, as to the first one you have there, who was the owner of the spinner ride?

A Michael O. Howard.

Q Is that spinner ride a piece of equipment that you sold to Scott Wiener?

A Yes.

Q Flip the page with me. What's the next document you have?

A It is a swing ride. MSO on a swing ride.

Q Who was the owner of this piece of equipment?

A Michael Howard.

Q Okay. Is this a swing ride that you sold to Mr. Wiener?

A Yes.

Q Okay. What's the next one you have?

A The next one is a bill of sale from Harold Farrell to me on a Venture Scat ride.

Q Is that the scat ride you sold to Mr. Wiener?

A Yes.

Q Who was the owner of the scat ride?

A Michael Howard.

Q What's the next document that you have?

A It's an MSO on a festival wheel.

Q Is that the festival wheel that you sold Mr. Wiener?

A That's correct.

Q Who was the owner of the festival wheel?

A Michael Howard.

Q What's the next one you have?

A It's an MSO. Can't tell which ride it's on right now. No, let me back up. This one here was on a

rapid slide. The second one is on a rapid slide.

Q Okay.

A It's on a rapid slide that he had. I see the difference on the model. This one was on the swing. This is the MSO on the swing here that you're asking me about now.

Q Okay. So, who owns the swing ride?

A Michael Howard.

Q Is that the swing ride that you sold Mr. Wiener?

A Yes, sir.

Q Okay. Back up to the hard slide MSO.

A Yes, sir, the second one.

Q Who's the owner of the hard slide?

A Michael Howard.

Q Is that the hard slide that you sold Mr. Wiener?

A Yes, sir.

Q What's the next title that you have?

A It actually is a title on the trailer that the carousel is in.

Q Who was the owner of the carousel trailer?

A Michael Howard.

Q Is that the same carousel trailer that you sold to Mr. Howard?

A You mean Wiener?

Q To Mr. Wiener, I'm sorry.

A Yes.

Q That's a yes?

A (The witness nods.)

Q All right. Now, did that title for the carousel trailer, does it also represent the title for the carousel itself?

A Yes, that's the trailer that moved it. The carousel only have to have a title. It's a ground model carousel. It's for FECs, fun centers, parks. So, it's not a title. It's not an over-the-highway vehicle. It's just a ride.

Q Okay. What's the next document that you have -- title that you have?

A The next one, I think, is a duplicate of the slide. I believe it's in there twice.

Q All right.

MR. HUGHES: Your Honor, at this time, the city offers Defendant's Exhibit No. 15 into evidence.

THE COURT: Objection, sir?

MR. HAWKINS: No objection, Your Honor.

THE COURT: All right. Without objection, the same is admitted into evidence.

(WHEREUPON, Defendant's Exhibit No. 15 was admitted into evidence.)

BY MR. HUGHES:

Q Let me show you this again. The last one that you got, I don't think we talked about. What is the title for that one?

A Let's see, that's the title on the berry-go-round trailer.

Q Okay. Who's the owner of the berry-go-round trailer?

A Michael Howard.

Q Is that the same berry-go-round trailer that you sold to Mr. Wiener?

A Yes.

Q I'm going to show you what's been marked as Defendant's Exhibit No. 16, do you recognize those three documents?

A Yes, sir.

Q And what are they?

A Well, the first one is a bill of sale, visa helicopter ride that I got from Danny McCaverty. Bill of sale from him to Michael O. Howard.

Q All right. For the visa whale?

A The whale.

Q Who owns the visa whale?

A Michael O. Howard. It's another bill of sale from Danny McCaverty to me on the visa whale.

Q Who owns the visa helicopter?

A Michael Howard.

Q Is that the same visa helicopter you sold to Scott Wiener?

A That's correct.

Q All right. What about the visa whale, who owns that?

A Michael Howard.

Q Is that the same visa whale that you sold to Mr. Wiener?

A That's correct.

Q Okay. What's the last document you have?

A It is a ticket trailer.

Q And what kind of --

A Title of ticket trailer.

Q Who's the owner of the ticket trailer?

A Michael O. Howard.

Q Is that the same ticket trailer that you sold to Mr. Wiener?

A Yes.

MR. HUGHES: Your Honor, at this time, the Defendant offers Defendant's Exhibit No. 16 into evidence.

THE COURT: Objection?

MR. HAWKINS: Let me just see. No problem, without objection.

THE COURT: All right. Without objection, the same is admitted into evidence.

(WHEREUPON, Defendant's Exhibit No. 16 was admitted into evidence.)

BY MR. HUGHES:

Q Last set of the documents I'm going to show you has been marked as Defendant's Exhibit No. 17, do you recognize the photographs that I've shown you?

A Yes, sir.

Q What are they?

A This one is a photograph of the serial plate on the little bug ride.

Q All right. Why does it not have a MSO or a Certificate of Title?

A This is a European-made ride and it does not have a title. It was actually a park model and they put an axle under it so they could transport it.

Q Who's the owner of the bug ride?

A Myself, Michael Howard.

Q Is that the same bug ride you sold to Mr. Wiener?

A Yes, sir, it is.

Q All right. What's the next one?

A Next one is the S&W little ferris wheel.

Q Why does it not have a MSO or Certificate of

Title?

A It was a little ferris wheel that was in the park down in the pavilion at Myrtle Beach. And me and Mr. Dick Sheldon, who has passed now, bought a bunch of those rides out of the pavilion together. And I trailer mounted this park model ride on the trailer right before Scott got the equipment. And it does not have a title on that ride because it was a park model ride.

Q Who is the owner of the S&W wheel?

A Michael Howard.

Q Same S&W wheel you sold Mr. Wiener?

A Yes, sir.

Q What's the last one you have there?

A The last one is loopa plane. That's the serial plate on the loopa plane.

Q Who has title to the loopa plane?

A There is no title to the loopa plane. I've had that loopa plane for probably 15 years until I sold it -- put it in this contract to go to Scott. And it never did have a title. It was built back in the 50's, this loopa plane.

Q They didn't issue titles to those --

A No, not at that time, no.

Q Any question that you own any of the equipment that we've just gone over?

A No.

MR. HUGHES: Your Honor, at this time, the city offers Exhibit No. 17 into evidence.

THE COURT: Objection, sir?

MR. HAWKINS: Without objection.

THE COURT: All right. Without objection, the same is admitted into evidence.

(WHEREUPON, Defendant's Exhibit No. 17 was admitted into evidence.)

BY MR. HUGHES:

Q Just two more provisions I want to go over in the agreement, Mr. Howard.

A Okay.

Q Section 12.1 on Page 8?

A Yes, sir.

Q What does it provide?

A It says, No amendment, waiver or consent in respect to any provision of this agreement shall be in effect -- be any event be effect unless the same shall be in writing or signed by the party intended to be bound therefore. And then such amended waiver or consent shall be effective only in specific instance and for the specific purpose from which it was given.

Q Are there any other signed writings between the parties besides the Exhibit 1 that you're holding -- I

Q Who paid the other?

A Scott Wiener.

Q Okay. And what time period would that insurance coverage cover?

A Through Haas & Wilkerson, I'd have to go back -- it actually covers from -- I forget the dates when the policy run until it runs through. But whenever we did the transition of the companies.

Q Okay.

A Or company -- well, we did -- I sold him the equipment. At that time, Scott couldn't get insurance. So, we sat right there in my office, we called Joe James, which is my insurance agent, and he said as long as I was on the premises helping do the jobs that insurance would be covered. I told him, normally, my jobs run out to the end of October.

Q Of 2010?

A 2010. And Joe said it would be covered through that period. But if I wasn't on the lot, I was not there, it was not covered.

Q Okay. And that was the insurance for the insurance that Mr. Wiener paid in 2010?

A Yes, sir.

Q Okay. I'm going to hand you back Plaintiff's Exhibit 13.

here today. Tell the jury what kind of work you do.

A I'm a certified public accountant.

Q How long have you been a CPA?

A Thirty-eight years.

Q You know both parties, I believe?

A I do.

Q How do you know them?

A There are both clients of mine.

Q How long have you known Mike Howard?

A He's been a client for about 17 years now.

Q How about Mr. Wiener?

A He's been a client about 9 or 10 years.

Q Okay. Mr. Milner, upon my request, did you prepare an accounting of the payments, missed payments, according to the schedule attached to an agreement between these parties?

A I did.

Q And I'm going to show you what's been -- well, figure out what I did with it. Here it is. Let me show you what's been premarked as Defendant's Exhibit No. 22, do you recognize that?

A Yes.

Q Okay. What is it?

A It's a spreadsheet that I prepared showing the total of unpaid payments based on information that I was

given.

Q Okay. What information were you given, Mr. Milner?

A I was given a contract, a payment schedule and dates and amounts of payments that had been paid.

Q And when you say the contract, are you -- does this look familiar to you?

A I actually didn't study the contract. Well, I took what I needed out of it.

Q Okay.

A Yes.

Q Okay. And attached to that is a payment schedule, have you seen that?

A Yes, I have.

Q Based on that information, information you were provided, you prepared what's been -- the exhibit before you; is that correct?

A Yes.

MR. HUGHES: At this time, Your Honor, Defense moves Exhibit No. 22 into evidence.

MR. HAWKINS: No objection, Your Honor.

THE COURT: All right, without objection, the same is admitted into evidence.

(WHEREUPON, Defendant's Exhibit No. 22 was admitted into evidence.)

BY MR. HUGHES:

Q Mr. Milner, based upon the payment information you were given and the interest rate that was provided in the agreement, what is the total amount of missed payments plus interests that are due in this matter?

A Based on this spreadsheet, as of 11/9, it was $213,314.34.

MR. HUGHES: That's all I've got, Mr. Milner. Thank you for your time.

MR. HAWKINS: Briefly, Your Honor.

THE COURT: Yes, sir.

CROSS-EXAMINATION

BY MR. HAWKINS:

Q Mr. Milner, in calculating any of your numbers, did you look at the payment schedule that was drafted by Mr. Howard?

A Yes.

Q Okay. And, of course, these numbers are a little messed up. But here would be in 2011, here would be in 2012, and here, 2013. And Scott made his last payment on July 1st of 2013, correct? You know -- that's what they told you, right?

A Yes. Yes.

Q So, when Scott made his last payment on July 1st of 2012, what was the balance on the debt?

admitted into evidence.)

BY MR. HUGHES:

Q What is the total amount owed to Mike Howard according to the payment schedule?

A $458,108.12.

MR. HUGHES: Thank you. Nothing further.

THE COURT: Any recross, Mr. Hawkins.

MR. HAWKINS: Yes, Your Honor.

THE COURT: Yes, sir.

RECROSS-EXAMINATION

BY MR. HAWKINS:

Q Mr. Milner, if you'll turn to the July 2012 -- or I'm sorry, July of 2013 on the amortization schedule that you prepared?

A Which one? Say again.

Q The amortization schedule, not the payment.

A I got you.

Q The one he just introduced, I'm sorry.

A Got you. All right.

Q So, let's go to July 2013 when he made his last payment.

A Okay.

Q Does your -- Exhibit 23, does your Exhibit 23 in your balance owed, does it ever back out the $2,500 that Scott held from the July payment?

All right. Mr. Hawkins, my understanding is that you intend to introduce a witness in reply? I know not right now, perhaps, after lunch?

MR. HAWKINS: No.

THE COURT: All right. Good enough.

All right. Ladies and gentlemen, it's now 20 minutes after 1:00. If y'all would please be back here at, how about a quarter till 3:00, 2:45? That's because when we come back, we're going to go straight to argument and charge, okay. And it's going to take me a little bit of time to get ready for that. I have some issues that I need to take up with the attorneys. We need to talk about the law that's relevant to the case. So, give us a little bit of time to talk through that process and get ready for closing argument and charge. Enjoy your lunch. Please don't discuss the case. Thank you.

(WHEREUPON, the jury left open court at approximately 1:22 p.m.)

THE COURT: All right. Counsel, do you have any additional directed verdict motions or would you rather just renew the same that you've already made on the record?

MR. HUGHES: Your Honor.

THE COURT: Yes, sir.

MR. HAWKINS: We just renew ours, Your Honor.

THE COURT: Yes, sir.

MR. HAWKINS: I do have -- I have one motion and that is a motion to amend our pleadings to conform to the evidence. It's very simple. I don't know that my pleadings specifically say that one or more defendants breached the agreement by playing the MGR route and renting rides to clients that were on the MGR route. And that's just tidying it up.

THE COURT: I got you. I got you.

What's your position on that?

I actually don't think that's necessary. I think that the evidence that you have in the record supports your causes of action. It's a notice stated and it doesn't sound like that's an additional cause of action. It just sounds to me like --

MR. HAWKINS: It's not, it's not.

THE COURT: Inasmuch as it's not a cause of action, I don't think it's necessary. So, you know, again, it's not a fact clearly stated. It wasn't incumbent upon you to plead it. I will tell you that I will allow in this case for both sides for your pleadings to conform to the evidence at this point.

MR. HAWKINS: All right. Thank you, Your Honor.

THE COURT: Okay. All right.

Yes, sir.

MR. HUGHES: Your Honor, we would renew our motion for directed verdict. Specifically, to the cause of action for breach of contract for covenant not to compete based upon my prior argument to you on Tuesday, I believe. That the cost of the policy provisions, lack of geographical, time limitations, lack of an actual document, the actual covenant not to compete, the 10-year covenant is violated public policy and should not be an issue because it is an issue at law that you, Your Honor, has to rule upon whether or not it can go to the jury at all.

They've -- under their breach of contract action, they have alleged breach of contract for failure to deliver the berry-go-round. Your Honor, the agreement does not provide that my client has to -- Mike Howard has to deliver anything. He only has to provide access. We ask for a directed verdict on that ground.

And their last -- under breach of contract, failure to refer customers during the 10-year non-compete period, based upon your ruling whether a covenant not to compete stands, we'd ask for a motion for a directed verdict as to a 10-year duration because that would fall based upon your ruling on the

covenant.

We would make a motion for directed verdict as to their cause of action for breach of contract with fraudulent intent. Judge, there is no evidence of --

MR. HAWKINS: We'll withdraw, Your Honor.

THE COURT: Okay. I was going to ask you about that.

MR. HUGHES: Well, that makes that easy then.

THE COURT: Okay.

MR. HUGHES: We would renew our motion for directed verdict as to our cause of action for breach of contract under the debt collection and breach of contract for Defendant High-Lite Rides, the money that it owed.

THE COURT: Okay. All right. Good enough.

MR. HAWKINS: I've got one more, Your Honor. We'd make a motion for directed verdict on the issue of whether or not Scott Wiener is personally liable on any debt. There was never a personal guarantee signed. And the case law, Your Honor -- and I don't have the case with me, but the case law on the personal debt or personal guarantee is that any personal guarantee is succinctly different than the note itself. I know there's no note, but, obviously, somebody's owes a debt. But the contract was not

signed by him personally and there is no personal guarantee.

THE COURT: Okay. All right.

MR. HAWKINS: I do have case law, Your Honor.

THE COURT: Okay.

MR. HAWKINS: I can hand it up.

THE COURT: Yeah, you can hand it up.

I'll rule on your directed verdict motions. I do want to have a discussion with y'all in chambers regarding charge. We'll go through, have request for charge. Go ahead and bring them back. Let's spend you know, 15, 20, 30 minutes talking through charge before we go to lunch. Everyone else, of course, is free to go to lunch.

All right. Okay. We'll be in recess until 2:45. Y'all come on back, we'll talk about it. If y'all need to take a break before that, you're fine.

(WHEREUPON, a lunch break was taken.)

THE COURT: All right. I know I took the motion under advisement. All right, with respect to the Plaintiff's directed verdict motion -- have you withdrawn that, Mr. Hawkins, with respect to your client as an individual Plaintiff in this case?

MR. HAWKINS: Yes, sir, Your Honor.

THE COURT: Okay. With respect to the motion

for directed verdict on the covenant not to compete, I'm going to grant that. I'm going to find that there is no separate and distinct covenant not to compete. And no damages can flow from a breach of a separate and distinct covenant not to compete.

However, having made that ruling, I am not limiting the Plaintiff's ability to argue to the jury that the parties intent was that the Defendant not compete with the Plaintiff's business. And that damages -- they can argue that damages emanated from not referring business and from being in direct competition with the same.

In having done that, I amended the verdict form that I previously gave you and I took away the references and the questions that referred exactly to the non-compete covenant. So now, it just includes the questions which relate breach of contract both as to Plaintiff and Defendant. I can give you a copy of it as well so y'all can take a look at it if you'd like.

MR. HUGHES: Your Honor.

THE COURT: Yes, sir.

MR. HUGHES: After looking at this, one of our claims, as you know, is provided in the contract as to possession of the equipment.

THE COURT: Uh-huh.

MR. HUGHES: Now, you start off with an interrogatory, Who owns the property at issue, Plaintiff or Defendant?

Our position is, obviously, that the jury can find if we establish ownership that we're entitled to possession if they found that they breached the contract. So, my position would be that it would need to be a separate section on the verdict form that would allow the jury to award Mr. Howard the equipment.

THE COURT: Isn't that what the first question does, in essence?

MR. HUGHES: Well, I don't know. That was my concern.

THE COURT: Well, if they say -- if they answer Defendant to that question, then I will rule that he gets the equipment as a consequence of the jury verdict.

MR. HUGHES: Okay. I didn't understand that.

THE COURT: Yeah, yeah, yeah, that's -- I mean, I can -- I can phrase it any way you want to. But, ultimately, that determines who walks out the courtroom with the equipment.

Okay. All right. Is that clear?

MR. HUGHES: That's clear. I wasn't clear from the --

THE COURT: I got you. I got you.

MR. HUGHES: I didn't know if it would be a post-trial matter or a matter for the jury.

THE COURT: The jury will determine that. And I'll make that award based on who they determine owns the equipment based on their interpretation of the contract. Does that make sense?

MR. HUGHES: Yes, sir.

THE COURT: Okay. All right.

MR. HAWKINS: Your Honor.

THE COURT: Yes, sir.

MR. HAWKINS: I forgot to put in the sealed deposition that I used of Mr. Howard's deposition.

THE COURT: Okay, you want to enter that as a Court's Exhibit, sir?

MR. HAWKINS: Yes, sir, Your Honor.

(WHEREUPON, Court's Exhibit No. 6 was marked for identification and received into evidence.)

THE COURT: Okay. As to any and all other outstanding directed verdict motions, I deny the same. With respect to the motion for covenant not to compete, I don't think that effects in practice either of your closing arguments. I think that -- I

asking you for that. I'm asking you for him to get divorced from him and to square up.

When you deduct out the 150 and the 25, Scott's debt to Mr. Howard is about $257,000. If Mr. Howard owes Scott 634 and change and Scott owes him 257, Mr. Howard owes Scott about $377,000. Scott owns the machines and these two move on about their lives and Scott's going to have to try and collect. Remind you, ladies and gentlemen, if you come back with a verdict like that, he's not going to write me a check. I'm going to have to go get it. He's not writing a check. It's not going to happen. We're going to have to go out there and we're going to have to deal with that. So, don't feel sorry for Mr. Howard. Mr. Howard made his own bed and he has to lie in it. And I will tell you, he's been enjoying some healthy profits. And he will tell you to his face -- to your face he's a grown man and he's going to do whatever he wants to do.

The problem is, ladies and gentlemen, when he sold the business, he could not keep his hands out of the cookie jar. I'm asking you, ladies and gentlemen, for a verdict for ABC Amusements and Scott Howard -- Scott Wiener for the sum of 377,000. You can do the math. You're entitled to and you should

is admitted to by Mr. Wiener, admitted, I've missed 15 payments, two percent interest, $213,314.34. He admits it. We've met our burden of proof. He also admits he hasn't paid the past due invoice of High-Lite Rides, which he's obligated to do under the agreement. He admits it. How much is that? $3,359.92. We've met our burden of proof. The agreement requires him to do this. There is no question. It's uncontested that he owes the money for the past due invoices. He owes the money for the 15 missed payments. And Mike Howard is entitled to that money.

Now, the lost maintenance. Mr. Howard has told you that he has lost money because of loss income to High-Lite Rides, but is willing to forgo that if he can get the equipment back so it can come back to his shop and take care of it. I asked for all maintenance records from ABC Amusement, 2010 to 2015. And I got about five sheets of paper. That's it. Mike Howard knows how to take care of this equipment. He knows that it needs to be inspected thoroughly to repair specifications so it's safe. ABC and Scott Wiener have failed to do that. You will also see on the ABC profit and loss, that they have expenses for repairs. So, that would be money that would have

Mr. Howard.

So, what are we asking for in this case? Respectfully, okay. Respectfully, we are asking that you deny Mr. Wiener's claims. He has not met his burden of proof. He cannot meet his burden of proof. He has failed to show that Mike Howard breached any part of the agreement. He has failed to prove that there's a covenant not to compete. Mike Howard referred all the customers he could until Scott Wiener burned his bridges. He has not met his burden of proof. And most of all, his damages are inaccurate and misleading and you cannot rely upon them. You can't. Because he doesn't account for expenses and the customers that he burned the bridges with.

Respectfully, I am asking on behalf of Mr. Howard to grant us a verdict of payments and interests based upon the calculation of Mr. Milner, the accountant, in the amount of $213,314.34. Respectfully, I'm asking you to return the amount of the past due invoices to Mr. Howard in the amount of $3359.92. Both of those numbers Mr. Wiener agrees to and he admits. That's what's owed. And finally, I'll ask you to grant ownership of the equipment to Mr. Howard. There is uncontroverted testimony that

I have left something out or I need to tell you something, I'll bring you back and I'll tell you briefly, then I'll send you out to begin your deliberations. You'll know that it's time to deliberate when you receive this verdict form. Thereafter, what you'll receive a copy of all of these exhibits after the attorneys have had the opportunity to inventory the same and make sure that they're all here. Okay.

Okay. All right. So, you'll return to your jury room. Please don't begin your deliberations yet.

(WHEREUPON, the jury left open court at approximately 4:09 p.m.)

THE COURT: All right, exceptions to charge?

MR. HAWKINS: No, Your Honor.

MR. HUGHES: Your Honor, my only request would be that you have -- since based on your ruling about covenant not to compete that you actually tell them that they cannot consider a breach of the covenant not to compete.

MR. HAWKINS: That's going to confuse them, Your Honor.

THE COURT: Yeah, here's -- the effect of finding that it was void and unenforceable is that

they cannot claim perspective damages for 10 years or request injunctive relief precluding him from working. However, they can consider, if they determine that the intention of the parties was that he not compete and/or that he refer all new business to them, that they can consider that as an element of damages. All right. And I do think, I do think that going into additional detail I charge with them on that is really going to muddy the record and confuse them even more. And I understand your concern, but I was listening very closely to Mr. Hawkins's closing to make sure that he was not actually asking for perspective damages as a consequence of a breach of an agreement they found to be unenforceable. And I don't think he did.

And Mr. Hawkins, I don't think you did either. Am I right?

MR. HAWKINS: In fact, I said, I am not asking you for 1.8 million dollars.

THE COURT: That what's I heard, okay.

So, based on that, Mr. Hughes, I'm not going to bring them back out because I really think it would certainly confuse them. And I don't trust myself not to confuse the issue either, frankly.

MR. HUGHES: The only other exception I would

(WHEREUPON, all members of the jury panel raised their right hand.)

THE COURT: All right, counsel, anything further from this jury?

MR. HUGHES: No, sir.

MR. HAWKINS: No, Your Honor.

THE COURT: Okay. Ladies and gentlemen, thank you for your hard work on this case. I appreciate it. I'm dismissing you for the week. I'm going to come back and I'm going to dismiss you a little less formally, but I'm not going to keep you here any longer. I should be back by the time you get your phones. And I'll give you the opportunity to ask any questions or make any comments that you might like to make. Give me any critiques, criticisms, complaints. I'll be happy to hear from you on all of them. So, thank you for your work and I'll be back there in a few seconds.

(WHEREUPON, the jury left open court at approximately 8:20 p.m.)

THE COURT: All right, any motions?

MR. HAWKINS: Your Honor, on the Plaintiff's behalf, Plaintiff would make a motion notwithstanding the verdict that the Plaintiff is the owner of the machines. I think it's undisputed Mr. Howard

testified that he did not insure machines that he did not own, only machines that he did own.

Also, Your Honor, it is obvious that there are conflicting clauses in the contract and that the conflicting clauses should be construed against the drafter of the contract. And I think that it is clear that the Paragraph 4.3(a) says that the owner of the property at the sale would be the purchaser, ABC Amusements.

THE COURT: Okay. All right. I respectfully deny your motion. I feel there was evidence in the record upon which the jury could have made that determination. The question was posed and they followed both the evidence and the law in the case. I do not think that this would rise to the level of the court exercising its prerogative as the 13th juror. I'll respectfully deny it.

From the Defense?

MR. HUGHES: Thank you, Judge. First motion is for remittitur to award the Plaintiff's breach of contract action. The verdict of $690,589 is clearly excessive and as a result of some caprice on the part of the jury. Your Honor, there is insufficient evidence in the record to support that verdict. Even their own argument in closing arguments didn't even

submit that much money. There's conflicting evidence. They didn't, obviously, take into account the expenses that were incurred by my client putting on those shows. On that basis, Your Honor, the verdict is clearly excessive. We ask for remittitur of that verdict to an amount that reflects the evidence that was presented by preponderance of the evidence to this jury.

THE COURT: How much money did you ask for in your closing?

MR. HAWKINS: Your Honor, I asked the jury to take the total income on the profit and loss statement. I asked them for $883,000. I told the jury that he was rightfully entitled to an offset of $183,000 for the expenses that he claimed that were based on his document. That amount was $183,000 and change. That leaves me with $700,000. There's ample evidence in the record, Your Honor. They came back with $690,589, which is about 9,000 some odd dollars short of what I asked for.

THE COURT: Okay. All right.

I'm going to -- y'all stay where you are. I'm going to go release the jury. I'll be back in in a few minutes.

(WHEREUPON, a short break was taken.)

egregious cases. I will tell you that this jury verdict is much larger than I would have anticipated, frankly. And you know, but it doesn't rise to the level of shocking the Court's sensibilities. The evidence in the record, as Mr. Hawkins indicates, would support it. Now, whether that was credible evidence or not, it was the sole and exclusive discretion of the jury.

With respect to the jury charge, again, I respectfully deny the motion at this time as well. I am going to issue a form four, which reduces the amount of the judgment by the damages that were awarded to the Defendant. So, the 69589 will be reduced by $3,360.

Also, we have to have an order which provides for the return of the equipment to the Defendant. And what I would ask the two of y'all to do is discuss the mechanism for doing that in an appropriate time frame. Because I know this isn't as easy as putting it in the bed of a pickup truck and driving it across town. So, y'all talk about that.

And I think that that disposes of all the issues before the Court as of right now. Am I right? Am I missing anything?

MR. HAWKINS: Other than the post-verdict motion

AGREEMENT FOR PURCHASE AND SALE OF EQUIPMENT

THIS AGREEMENT FOR PURCHASE AND SALE OF EQUIPMENT (hereinafter call AAgreement@) dated April 1, 2010 by and among ABC Amusements (hereinafter referred to as Purchaser), Scott Wiener, an individual residing in Greenville County, South Carolina who is the sole owner of the Purchaser (hereinafter referred to as Wiener), and Michael O. Howard an individual residing in Greenville County, South Carolina who is the sole owner of the equipment to be sold, (hereinafter referred to as Seller).

RECITALS:

WHEREAS, Purchaser is a South Carolina company engaged in the business of amusement rides with its principal place of business at 286 Rocky Creek Road, Greenville, South Carolina 29615;

WHEREAS, Wiener an individual residing at 930 Old Williamston Road, Piedmont, SC 29673 who is the sole owner of the Purchaser;

WHEREAS, Seller an individual residing at 472 Pearson Road, Greer, South Carolina 29651 who is the owner of all the equipment to be sold; and

WHEREAS, Purchaser, Seller and Wiener desire to enter into this Agreement relating to the purchase of certain equipment and other activities relating solely to the Business.

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants, conditions, and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

ARTICLE I
THE TRANSACTION

1.1 Purchase and Sale of Equipment. Subject to the terms and conditions of this Agreement, Seller agrees to sell and Purchaser agrees to buy the Equipment (as hereinafter defined) (as hereinafter referred to as Equipment).

1.2 Purchased Equipment. The Equipment to be purchase is detailed in attached "A" and is sold "as is", "where is" and "how is". Seller makes no warranties.

1.3 Transfer of Title. Seller agrees to transfer title of the equipment when Purchaser has paid for the equipment in full including any outstanding maintenance and late penalties. Until the all the Equipment is paid in full the title to the Equipment shall remain with the Seller.

PLAINTIFF'S EXHIBIT 11-9-15

PLAINTIFF'S EXHIBIT 1 11.9.15 Howard

ARTICLE II
CONSIDERATION FOR EQUIPMENT

2.1 Purchase Price. The purchase price (APurchase Price@) for the Equipment shall be Six Hundred and Thirty-Three Thousand and No/100 ($633,000.00) Dollars.

2.2 Payment Schedule. The Purchase Price set forth in Section 2.1 above shall be paid in installments on the following Schedule: Ten Thousand dollars shall be paid at signing of this agreement then starting in May 1,2010 payment of eight thousand and three hundred and thirty-three dollars and thirty-three cents ($8,333.33) shall be made for six (6) months on the first day of each month. In the year 2011, no payments for the first six months then starting in May 1,2011 payment of eight thousand and three hundred and thirty-three dollars and thirty-three cents ($8,333.33) shall be made for six (6) months on the first day of each month. In the year 2012, no payments for the first six months then starting in May 1,2012 payment of thirteen thousand and seven hundred and thirty-eight dollars and twenty cents ($13,738.20) shall be made for six (6) months on the first day of each month. In the year 2013, no payments for the first six months then starting in May 1, 2013 payment of thirteen thousand and seven hundred and thirty-eight dollars and twenty cents ($13,738.20) shall be made for six (6) months on the first day of each month. In the year 2014 and for each year thereafter until paid in full the payment schedule shall be the same as the year 2013.

2.3 Interest on the outstanding balance. The portion of the Purchase Price which remains unpaid shall be subject to an interest rate of 2% per year calculated on a monthly rate of 0.1667%.

2.4 Promissory Note. Six Hundred and Twenty-Three Thousand and No/100 ($623,000.00) Dollars shall be paid by Purchaser to Seller in the form of a Promissory Note having a term of ten (10) years and interest at eight percent (2%) per annum, and payable per the schedule of para. 2.1 above with interest accumulating starting one (1) month after the date of execution.

2.5 Security for Promissory Note. The negotiable Promissory Note delivered by Purchaser to Seller referred to in Section 2.4 above shall be personally guaranteed by Wiener.

2.6 Pre-Payment Penalties. Purchaser may pre-pay or pay in full at any time without penalties.

ARTICLE III
ADDITIONAL AGREEMENTS WITH SELLER

3.1 Non-Competition Agreement. Purchaser and Seller shall execute a Non-Competition Agreement to prohibit Seller from competing with the business of Purchaser under the terms and conditions specified in that Agreement.

ARTICLE IV
THE SALE AND TRANSFER OF EQUIPMENT

4.1 Sale. The sale and transfer of equipment shall occur at 10:00 a.m. on or before April 30, 2010, or at such other time as may be mutually agreed upon by the parties at the offices of _____, located at _____, Greenville, South Carolina. Upon consummation, the Sale shall be deemed to have been effective as of the Effective Date.

4.2 Deliveries by Purchaser.

At the Sale, Purchaser shall deliver the following:

(a) A cashier's check or wire transfer payable to Seller in the amount of Ten Thousand Dollars ($10,000.00);

(b) A Promissory Note made payable to Seller in the amount of Six Hundred and Twenty-Three Thousand and No/100 ($623,000.00) Dollars, with personal guarantee of payment by Wiener appended thereto, as provided for in Section 2.5;

(c) Non-Competition Agreement between Purchaser and Seller;

4.3 Deliveries by Seller. At the sale, Seller shall deliver the following:

(a) Seller shall provide access to the equipment and any documentation as may be required by Purchaser that Purchaser is owner of the equipment

(b) Non-Competition Agreement between Purchaser and Seller;

(c) All remaining rides will be completed by 9/01/2010

Ferris wheel 8/01/10 SW

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF SELLER AND PURCHASER

Seller and Purchaser, jointly and severally, represent and warrant to Purchaser and Morgan as of the Closing Date as follows:

6.1 Authority. Seller and Purchaser have the full legal right, power and authority, without the consent of any other person, to execute and deliver this Agreement and the agreements to be delivered at the sale and to carry out the transactions contemplated hereby and thereby.

6.2 Properties.

(a) All the Equipment owned by Seller has been inspected by Purchaser and are so.AAs is@ , "Where is" , and "How is" without any warranty of merchantability or fitness.@ **THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS ATTACHED TO ANY OF THE PROPERTY TO BE TRANSFERRED TO PURCHASER.**

ARTICLE VIII
COVENANTS OF SELLER AND PURCHASER

Seller and Purchaser, jointly and severally, hereby agree to keep, perform, and fully discharge the following covenants and agreements:

8.2 Storage of Equipment. Purchaser may store Equipment at Seller's facilities at 472 Pearson Road, Greer, SC, at no cost to Purchaser.

8.2 Maintenance and Mechanical Support. Purchaser agrees to use High Lite Rides as its single source for Maintenance and Mechanical Support during the payment period and until the Equipment is full paid. Any and all maintenance and mechanical support will be billed at High Lites Rides normal billing rate. Maintenance and Mechanical Support invoice are due and payable at time of service. Should any maintenance and Mechanical support invoices not be paid within 30 days it would be considered the same as breach in payment per para. ____

8.3 Purchase New Rides at Cost. Purchaser has the option to purchase new rides produced by High Lite Rides at cost.

8.4 Test New Rides. Purchaser agrees to field test new rides produced by High Lite Rides at no cost to Seller or High Lite Rides.

8.5 New Business. Seller agrees to refer all inquires about amusement rides (not equipment) to Purchaser during the 10 year non compete period.

ARTICLE IX
RIGHTS OF SELLER

Should Purchaser default on payments:

9.1 Notice to Purchaser. Ten days after any failure of Purchaser to make payment on schedule as defined herein, Seller shall notify Purchaser of payment failure by US Mail.

9.2 Execution to Recover. Thirty days after any failure of Purchaser to make payment on schedule as defined herein with notice as required by para 8.1, Seller may declare the Promissory Note in default and seek recovery of the Equipment by all legal means. Seller may declare all payments on the Promissory Note see article 9.3.

9.3 Purchaser and seller agree to sell equipment to cover note.

ARTICLE X
MUTUAL COVENANTS

10.1 Expenses. Each of the parties hereto shall pay all costs and expenses incurred by such party in connection with the transactions contemplated by this Agreement, whether or not the transactions contemplated hereby are consummated.

10.2 Confidentiality; Public Announcements. Each party will and will cause its employees and agents to hold in strict confidence, unless disclosure is compelled by judicial or administrative process, or in the opinion of its counsel, by other requirements of law, all Confidential Information and will not disclose the same to any Person. The party gaining access to such Confidential Information shall exercise the same degree of care with respect thereto that any such party uses to preserve and safeguard its own confidential proprietary information. Confidential Information shall be used only for the purpose of and in connection with consummating the transaction contemplated herein. None of the parties hereto shall make any disclosure to the public or concerning this Agreement or the transactions contemplated hereby other than with the express written consent of the other parties hereto, except as may be required by law, or by rule, regulation or announcement of a governmental or quasi-governmental agency. To the extent reasonably practicable, any press release or trade notice proposed to be issued by any party hereto shall be submitted to the other parties hereto for approval, which approval shall not be unreasonably withheld or delayed. Neither party shall offer nor share any information to any third person to the detriment of the other.

10.3 Further Assurances. Each party hereto agrees to execute and deliver promptly such instruments and take such other actions as any other such party may reasonably request in order to carry out the intent of this Agreement.

ARTICLE XI
SURVIVAL, INDEMNIFICATION AND HOLDBACK REDUCTION EVENT

11.1 Indemnification.

(a) Seller agrees to indemnify and hold Purchaser and its officers, directors, shareholders, and employees harmless from and against any and all claims, demands, expenses, charges, losses, damages (including, without limitation, punitive from a third party judgement and consequential damages), liabilities, and obligations (including, without limitation, reasonable attorney fees and other costs and expenses of the indemnified party incurred in defense or otherwise incident thereto) whether or not any liability or payment obligation or judgment is ultimately imposed against the indemnified party arising out of, based on, or relating to any facts or

circumstances (i) that would constitute a material breach by either party of any representation, warranty, or covenant contained herein or in any agreement executed pursuant hereto; (ii) in respect of any liability, payment or obligation of either party, including any liability or obligation arising out of or related to facts or circumstances existing prior to the closing or the operation of the Business prior to the closing; (iii) resulting from or arising out of any third party action, whether by a governmental authority or other third party for damages, including fines and penalties or cleanup costs or other compliance costs under any environmental law arising out of or caused in whole or in part by the operations of Seller prior to the sale or the condition of any property occupied by Seller on the date of the sale.

(b) Purchaser agrees to indemnify and hold harmless Seller and its officers, directors, shareholders, and employees from and against any and all claims, demands, expenses, charges, losses, damages (including, without limitation, punitive from a third party judgement and consequential damages), liabilities and obligations (including, without limitation, reasonable attorney=s fees and other costs and expenses of the indemnified party incurred in defense of or otherwise incident thereto) whether or not any liability or payment obligation or judgment is ultimately imposed against the indemnified party arising out of, based on, or relating to any facts or circumstances: (i) that would constitute a material breach by Purchaser of any representation, warranty, or covenant contained herein or in any agreement executed pursuant hereto; (ii) in respect to any liability, payment, or obligation of Purchaser arising solely out of facts or circumstances arising after the sale.

(c) The rights to indemnification provided in this Section 11.2 shall be in addition to any other rights of indemnification in favor of any of the parties contained elsewhere in this Agreement.

11.2 Provisions of General Application Regarding Indemnification. With respect to any right of indemnification arising under this Agreement, the following provisions shall apply:

(a) Notice. Within thirty (30) days of knowledge of any dispute or potential claim or action or the assessment of any claim (to which a right of indemnification hereunder may reasonably apply) by a third party, the Party(ies) receiving such notice of commencement shall give the other Party(ies) written notice thereof, together with a copy of such claim, and the Indemnifying Party(ies) shall have the right to undertake the defense thereof by representatives of its own choosing.

(b) Defense Rights. In the event that the Indemnifying Party(ies) by the thirtieth (30th) day after receipt of notice of any such claim (or, if earlier by the tenth (10th) day preceding the day on which an answer or other pleading must be served in order to prevent judgment by default in favor of the person asserting such claim), does not elect to defend against such claim, the

Indemnified Party will (upon further notice to the Indemnifying Party(ies)) have the right to undertake the defense, compromise or settlement of such claim in any reasonable manner on behalf of and for the amount and risk and expense of the Indemnifying Party(ies), subject to the right of the Indemnifying Party(ies) to assume the defense of such claim at any time prior to settlement, compromise or final determination thereof.

(c) Settlement. Anything in this Agreement to the contrary notwithstanding, (a) if there is a reasonable probability that a claim may materially and adversely affect the Indemnifying Party(ies) other than as a result of money damages or other money payments, the Indemnifying Party(ies) shall have the right, at its own cost and expense, to compromise or settle such claim in any reasonable manner, but (b) the Indemnifying Party(ies) shall not, without prior written consent of the Indemnified Party(ies), settle or compromise any claim or consent to the entry of any judgment which does not include as an unconditional term thereof the giving by the claimant or the plaintiff to the Indemnified Party(ies) a release from all liability in respect of such claim. In any event, all Parties shall retain the right to participate in the defense of any such claim.

(d) Interest. All claims for indemnification under this Section 11 shall bear simple interest from the date actual financial loss respecting such indemnification claim is incurred by the Indemnified Party(ies) at the rate of eight percent (8%)percent per annum until such claim for indemnification is paid in full by the Indemnifying Party(ies).

ARTICLE XII
GENERAL PROVISIONS

12.1 Amendments and Wavier. No amendment, waiver or consent with respect to any provision of this Agreement shall in any event be effective, unless the same shall be in writing and signed by the party intended to be bound thereby, and then such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

12.2 Notices. All notices, requests, demands and other communications hereunder shall be in writing delivered in person or sent by registered or certified mail, postage prepaid, or by telecopy, telegram or telex as follows:

If to Seller and Murphy:

Mr. Michael O. Howard
472 Pearson Road

With a copy to:

Greer, SC 29651

If to Purchaser and Wiener:

Scott Wiener
286 Rocky Creek Road
Greenville, SC 29615

Any party may change its address for receiving notice by written notice given to the others named above.

12.3 Expenses. Except as otherwise expressly provided herein, each party to this Agreement shall pay its own costs and expenses in connection with the transactions contemplated hereby. Provided, however, any fees charged by the closing attorneys, shall be equally shared by the parties.

12.4 Counterparts. This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12.5 Benefit. This Agreement shall bind and inure to the benefit of the parties named herein and their respective successors and assigns.

12.6 Entire Agreement. This Agreement and the documents referred (listing of these documents to be in schedule 13.6)to herein contain the entire understanding among the parties with respect to the transactions contemplated hereby and supersede all other agreements, understandings, and undertakings among the parties with respect to the subject matter hereof.

12.7 Applicable Law, Construction. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina. The parties hereto participated in the negotiation and drafting of this Agreement and, therefore, no greater or stricter construction shall be applied to any party hereto.

12.8 Other Rules of Construction. References in this Agreement to sections, schedules and exhibits are to sections of, and schedules and exhibits to this Agreement unless otherwise indicated. Words in the singular include the plural and in the plural include the singular. The word "or" is not exclusive. The word "including" shall mean including, without limitation. The section and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

12.9 Partial Invalidity. In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or

render unenforceable any other provision hereof, unless such holding substantially alters the financial intent of the parties and, in such event, the harmed party shall have the right to terminate this Agreement. The failure of any Schedule or Exhibit called for herein to be attached hereto shall in no way affect the validity or enforceability of this Agreement as a whole or any of the other provisions set forth herein.

12.10 Litigation. With regard to any litigation brought to enforce any provisions of this Agreement, the parties hereby consent to the nonexclusive jurisdiction and venue of the courts of the State of South Carolina, County of Greenville, or federal district court located in such state for such purposes. The parties hereby waive all defenses as to personal jurisdiction, venue and solvent immunity from jurisdiction, attachment, and execution. Any party who brings or defends a proceeding to enforce provisions of this Agreement and prevails shall be paid its full cost and expenses, including reasonable attorney=s fees by the non-prevailing party determined by the Judge.

IN WITNESS WHEREOF, the individual parties have executed this Agreement and each of the corporate parties has caused this Agreement to be executed on its behalf by a duly authorized officer all as of the date first written above.

In the presences of:

By: _____
Michael O. Howard, Individual

_____

_____
As to Seller

ABC Amusements

By: _____
Scott Wiener, owner

_____

_____
As to Purchaser

_____

_____
Scott Wiener, Individually

_____

_____
As to Wiener

Payment Schedule

Date Due	Payment	Interest	Balance
April 1, 2010			623,000.00
May 1, 2010	8,333.33	1,038.33	615,705.00
June 1, 2010	8,333.33	1,026.18	608,397.85
July 1, 2010	8,333.33	1,014.00	601,078.51
August 1, 2010	8,333.33	1,001.80	593,746.98
September 1, 2010	8,333.33	989.58	586,403.23
October 1, 2010	8,333.33	977.34	579,047.24
November 1, 2010	0.00	965.08	580,012.32
December 1, 2010	0.00	966.69	580,979.01
January 1, 2011	0.00	968.30	581,947.30
February 1, 2011	0.00	969.91	582,917.22
March 1, 2011	0.00	971.53	583,888.74
April 1, 2011	0.00	973.15	584,861.89
May 1, 2011	8,333.33	974.77	577,503.33
June 1, 2010	8,333.33	962.51	570,132.51
July 1, 2010	8,333.33	950.22	562,749.40
August 1, 2010	8,333.33	937.92	555,353.98
September 1, 2010	8,333.33	925.59	547,946.24
October 1, 2010	8,333.33	913.24	540,526.16
November 1, 2010	0.00	900.88	541,427.03
December 1, 2010	0.00	902.38	542,329.41
January 1, 2011	0.00	903.88	543,233.30
February 1, 2011	0.00	905.39	544,138.68
March 1, 2011	0.00	906.90	545,045.58
April 1, 2011	0.00	908.41	545,953.99
May 1, 2011	13,738.20	909.92	533,125.71
June 1, 2011	13,738.20	888.54	520,276.06
July 1, 2011	13,738.20	867.13	507,404.98
August 1, 2011	13,738.20	845.67	494,512.46
September 1, 2011	13,738.20	824.19	481,598.45
October 1, 2011	13,738.20	802.66	468,662.91
November 1, 2011	0.00	781.10	469,444.02
December 1, 2011	0.00	782.41	470,226.42
January 1, 2012	0.00	783.71	471,010.13
February 1, 2012	0.00	785.02	471,795.15
March 1, 2012	0.00	786.33	472,581.48
April 1, 2012	0.00	787.64	473,369.11
May 1, 2012	13,738.20	788.95	460,419.86
June 1, 2012	13,738.20	767.37	447,449.03
July 1, 2012	13,738.20	745.75	434,456.57
August 1, 2012	13,738.20	724.09	421,442.47
September 1, 2012	13,738.20	702.40	408,406.67
October 1, 2012	13,738.20	680.68	395,349.15
November 1, 2012	0.00	658.92	396,008.07
December 1, 2012	0.00	660.01	396,668.08
January 1, 2013	0.00	661.11	397,329.19
February 1, 2013	0.00	662.22	397,991.41
March 1, 2013	0.00	663.32	398,654.73
April 1, 2013	0.00	664.42	399,319.15

May 1, 2013	13,738.20	665.53	386,246.48
June 1, 2013	13,738.20	643.74	373,152.03
July 1, 2013	13,738.20	621.92	360,035.75
August 1, 2013	13,738.20	600.06	346,897.61
September 1, 2013	13,738.20	578.16	333,737.57
October 1, 2013	13,738.20	556.23	320,555.60
November 1, 2013	0.00	534.26	321,089.86
December 1, 2013	0.00	535.15	321,625.01
January 1, 2014	0.00	536.04	322,161.05
February 1, 2014	0.00	536.94	322,697.99
March 1, 2014	0.00	537.83	323,235.82
April 1, 2014	0.00	538.73	323,774.54
May 1, 2014	13,738.20	539.62	310,575.97
June 1, 2014	13,738.20	517.63	297,355.39
July 1, 2014	13,738.20	495.59	284,112.78
August 1, 2014	13,738.20	473.52	270,848.11
September 1, 2014	13,738.20	451.41	257,561.32
October 1, 2014	13,738.20	429.27	244,252.39
November 1, 2014	0.00	407.09	244,659.48
December 1, 2014	0.00	407.77	245,067.24
January 1, 2015	0.00	408.45	245,475.69
February 1, 2015	0.00	409.13	245,884.81
March 1, 2015	0.00	409.81	246,294.62
April 1, 2015	0.00	410.49	246,705.11
May 1, 2015	13,738.20	411.18	233,378.09
June 1, 2015	13,738.20	388.96	220,028.85
July 1, 2015	13,738.20	366.71	206,657.37
August 1, 2015	13,738.20	344.43	193,263.59
September 1, 2015	13,738.20	322.11	179,847.50
October 1, 2015	13,738.20	299.75	166,409.05
November 1, 2015	0.00	277.35	166,686.39
December 1, 2015	0.00	277.81	166,964.21
January 1, 2016	0.00	278.27	167,242.48
February 1, 2016	0.00	278.74	167,521.22
March 1, 2016	0.00	279.20	167,800.42
April 1, 2016	0.00	279.67	168,080.09
May 1, 2016	13,738.20	280.13	154,622.02
June 1, 2016	13,738.20	257.70	141,141.52
July 1, 2016	13,738.20	235.24	127,638.56
August 1, 2016	13,738.20	212.73	114,113.09
September 1, 2016	13,738.20	190.19	100,565.08
October 1, 2016	13,738.20	167.61	86,994.49
November 1, 2016	0.00	144.99	87,139.48
December 1, 2016	0.00	145.23	87,284.71
January 1, 2017	0.00	145.47	87,430.18
February 1, 2017	0.00	145.72	87,575.90
March 1, 2017	0.00	145.96	87,721.86
April 1, 2017	0.00	146.20	87,868.06
May 1, 2017	13,738.20	146.45	74,276.31
June 1, 2017	13,738.20	123.79	60,661.90
July 1, 2017	13,738.20	101.10	47,024.81
August 1, 2017	13,738.20	78.37	33,364.98

September 1, 2017	13,738.20	55.61	19,682.39
October 1, 2017	13,738.20	32.80	5,976.99
November 1, 2017	5,986.96	9.96	0.00

Subject: Proposal for Buyout of Rides

Items to Be Purchased

MGR Route ——————$150,000.00
New HLC15 Carousel ——$58,000.00
New Festival Wheel ———$85,000.00
Loop-O-Plane ——————$25,000.00
Spinner ——————$45,000.00
SCAT ——————$80,000.00
Tempest ——————$45,000.00
S&W Wheel ——————$15,000.00
Chair Swing ——————$45,000.00
S&W Bug Ride ——————$10,000.00
Rapid Slide ——————$20,000.00
Visa Whale ——————$10,000.00
Visa Helcopters ——————$10,000.00
BERRY GO ROUND ———$25,000.00
Ticket Trailer——————$10,000.00

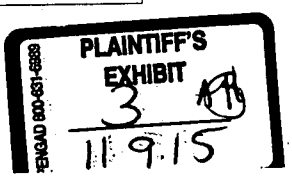
Suggested Purchase Price: $633,000.00

Terms:

Owner financing provided by MGR @ 2% Interest for 10 years
Partial payments in cash when available
6 payments annually (see attached schedule)
No pre-payment penalties
10 year non-complete clause
Storage of equipment at shop location
Maintence/ Mechanical Support provided by High Lite Rides @ ABS's Expense
Ability to purchase new rides produced by High Lite at cost
ABC Amusements agrees to field test new high-lite Equipment
All new/Incoming rental business will be referred to ABC Amusements
See Schedule Below.

Events of MGR Rides, LLC

	DATE OF LEDGER DEPOSIT	EVENT	CHECK INFORMATION	LEDGER ENTRY	TOTAL
1	5/13/10	Your Event Source		$3,000 Memo: Equipment Lease	$ 3,000.00
2	5/17/10	Life Song Church		$ 6,500 Memo: Equipment Lease	$ 6,500.00
3	10/4/10	Your Event Source		$ 350.00 Memo: Equipment Lease	$ 350.00
4	10/12/10	Gulfstream Event	✓ # 29496 $23,000	✓ Memo: Equipment Lease	$ 23,000.00
5	10/12/10	Phoebe Putnay	✓ # 29486 $9,000.00	✓ Memo: Equipment Lease	$9,000.00
6	10/18/10	P & G	✓ # 29558 $12,000.00	✓ Memo: Equipment Lease	$12,000.00
7	10/22/10	First Baptist		✓ $15,150.00 Memo: Equipment Lease	$15,150.00
8	12/23/10	Pinnacle Amusements		✓ $3,350.00 Memo: Equipment Lease	$3,350.00
9	4/30/11	Shannon Forest Christian School	✓ # 44843 $ 8,000.00	✓ $8,000.00 Memo: Equipment Lease	$ 8,000.00
10	7/1/2011	Shannon Forest Christian School		✓ $6,000.00 Memo: Equipment Lease	$6,000.00
11	7/25/2011	Magic	✓ # 25472 $3,500.00	✓ Memo: Equipment Lease	$3,500.00
12	8/10/2011	Professional Affairs		Memo: Equipment Lease	$2,700.00
13	8/19/2011	Midland		✓ $ 7,750.00 Memo: Equipment Lease	$ 7,750.00
14	9/20/2011	Will & Kris Amusements	✓ # 3503 $11,000.00	✓ Memo: Equipment Lease	$11,000.00



15	10/3/2011	Gulfstream Event in Savannah	✓ # 30737 $ 25,000	✓ Memo: Equipment Lease	$ 25,000.00
16	10/11/2011	Phoebe Putnay Professional Affairs	✓ # 30798 $14,500	✓ Memo: Equipment Lease	$14,500.00
17	10/11/2011	Midland		✓ $ 7,750.00 Memo: Equipment Lease	$ 7,750.00
18	10/17/2011	Michelin Event	✓ # 30860 $ 11,500	✓ Memo: Equipment Lease	$ 11,500.00
19	10/21/2011	First Baptist		✓ $16,150.00 Memo: Equipment Lease	$16,150.00
20	10/21/2011	First Baptist			$1,400.00
21	10/31/2011	Michelin Event	# 30961 $ 11,500	✓ Memo: Equipment Lease	$ 11,500.00
22	10/31/2011	Hony Path		✓ $ 2,000.00 Memo: Equipment Lease	$ 2,000.00
23	11/07/2011	Michelin Event	# 31020 $ 1,500.00	✓ Memo: Equipment Lease	$ 1,500.00
24	7/6/2012	Magic Industries	✓ # 28785 $ 3,500.00	✓ Memo: Equipment Lease	$ 3,500.00
25	9/10/2012	Will & Kris Amusements			$9,500.00
26	9/25/2012	Michelin Event	✓ # 32028 $ 9,000.00	✓ Memo: Equipment Lease	$ 9,000.00
27	10/3/2012	Michelin Event	✓ # 32109 $ 9,000.00	✓ Memo: Equipment Lease	$ 9,000.00
28	10/10/2012	Dooson with Professional Affairs	✓ # 32148 $ 2,000.00	✓ Memo: Equipment Lease	$ 2,000.00
29	10/10/2012	Gulfstream Event in Savannah	✓ # 32138 $ 13,500	✓ Memo: Equipment Lease	$ 13,500.00
30	10/15/2012	Phoebe Putney	✓ # 32171 $ 10,500.00	✓ Memo: Equipment Lease	$10,500.00
31	10/29/2012	Professional Affairs			$1,500.00

32	11/2/2012	Will & Kris Amusements		✓ $12,141.00 Memo: Equipment Lease	$12,141.00
33	12/1/2012	Raleigh Civil			$7,200.00
34	12/1/2012	City of Gaffney			$3,000.00
35	4/29/2013	Professional Affairs			$2,750.00
36	6/10/2013	Cracker Barrel Corporate Event	✓ # 32804 $10,000.00	✓ $10,000.00	$10,000.00
37	6/18/2013	Magic Industries	✓ #28047 $3,500.00	✓ $ 3,500.00	$3,500.00
38	6/24/2013	Magic Industries	✓ #26122 $4,500.00	✓ $4,500.00	$4,500.00
39	7/26/2013	Magic Industries	✓ # 28227 $3,500.00	✓ $ 3,500.00 Memo: Equipment Lease	$3,500.00
40	7/29/2013	Chesnee, SC	✓ # 4095 $11,500.00	✓	$11,500.00
41	9/3/2013	Cross Hill		✓ $ 4,000.00 Memo: Equipment Lease	$ 4,000.00
42	10/15/2013	Gulfstream Event in Savannah	✓ # 33363 $ 23,000	✓	$ 23,000.00
43	12/9/2013	Raleigh Civic Center		✓ $4,250.00	$4,250.00
44	12/9/2013	City of Gaffney		✓ $3,000.00	$3,000.00
45	5/29/2014	Michael's Enterprises			$6,000.00
46	6/12/2014	Will & Kris Amusements			$1,600.00
47	6/30/2014	Magic			$4,500.00
48	07/15/2014	Professional Affairs		$ 10,500.00 Memo: Equipment Lease	$10,500.00
49	07/21/2014	Magic		$3,500.00 Memo: Equipment Lease	$3,500.00

50	12/02/2014	City of Gaffney	Deposit Slip	$3,200.00 Memo: Equipment Lease	$3,200.00
51	12/31/2014	Fun Rides and Picnics	✓ # 3073 $ 2,500.00	$ 2,500.00 Memo: Equipment Rental	$ 2,500.00
52	06/22/2015	Professional Affairs	Accounts Receivable		$ 10,000.00
53	07/14/2014	Professional Affairs	Accounts Receivable		$27,000.00
54	07/16/2015	Magic	Accounts Receivable		$ 4,500.00
55	07/26/2015	Will & Kris Amusements	Accounts Receivable		$ 11,500.00
	TOTAL			**$ 438,241.00**	

Ledger payments from MGR Rides, LLC to ABC

	DATE OF LEDGER DEPOSIT	Payee	CHECK INFORMATION	LEDGER ENTRY
1	03/22/2010	ABC Rentals	Equipment Rental	$2,250.00
2	05/17/2010	ABC Rentals	Equipment Rental	$3,000.00
3	10/15/2010	ABC Rentals	Equipment Rental	$6,631.74
4	10/18/2010	ABC Rentals	Equipment Rental	$9,150.00
5	10/29/2010	ABC Rentals	Equipment Rental	$10,764.00
6	09/20/2011	ABC Rentals	Equipment Rental	$7,500.00
7	10/03/2011	ABC Rentals	Equipment Rental	$3,000.00
8	10/11/2011	ABC Rentals	Equipment Rental	$12,000.00
9	11/02/2011	ABC Rentals	Equipment Rental	$13,500.00
	TOTAL			**$67,795.74**

Total Ledger Events of MGR Rides = $ 438,241.00

LESS

Ledger payments from MGR Rides, LLC to ABC = ($67,795.74)

MGR Rides, LLC income = $ 370,445.26

Register: Greer State Bank
From 01/01/2010 through 12/31/2010
Sorted by: Date, Type, Number/Ref

te	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
01/04/2010	dp	St. Francis Foundation	EQUIPMENT LEASE	Deposit		X	12,500.00	9,873.83
01/04/2010		Michael Howard	Automobile Expense		6,000.00	X		3,873.83
01/04/2010	2621	Greer State Bank	Loan- Equioment		1,489.40	X		2,384.43
01/05/2010	2622	Oren Brady III	Taxes		291.70	X		2,092.73
01/05/2010	2623	Oren Brady III	Taxes		234.13	X		1,858.60
01/07/2010	2624	DEANS ALTERNA...	Repairs:Equipment Re...		47.70	X		1,810.90
01/08/2010	2625	warren campbell	Repairs:Equipment Re...		244.00	X		1,566.90
01/08/2010	2626	dale cox	Cost of Goods Sold		150.00	X		1,416.90
01/08/2010	2627	Kaden Painter	Cost of Goods Sold		300.00	X		1,116.90
01/15/2010	2628	Kaden Painter	Cost of Goods Sold		300.00	X		816.90
01/28/2010	dp	High Lite Corp.	Other Income	replace genset		X	15,000.00	15,816.90
01/28/2010	2629	Greer State Bank	Loan- Equioment	102766	745.06	X		15,071.84
01/28/2010	2630	Greer State Bank	Loan- Equioment		573.57	X		14,498.27
01/28/2010	2631	Greer State Bank	Loan- Equioment		1,489.40	X		13,008.87
01/31/2010			Fuel	Service Charge	1,590.88	X		11,417.99
02/02/2010	dp	Michael Howard	Other Income	loan for michae...		X	2,000.00	13,417.99
02/02/2010	2632	High Lite Corp.	DIESEL GENERATO...		15,000.00	X		-1,582.01
02/05/2010	dp	WILL & CRIS AMU...	Sales	used slposo train		X	6,500.00	4,917.99
/18/2010	2633	Oren Brady III	Taxes	2008 f350	797.13	X		4,120.86
02/18/2010	2634	Allstate	Insurance		2,230.10	X		1,890.76
02/18/2010	2635	Greer State Bank	Loan- Equioment	102763	573.57	X		1,317.19
02/18/2010	2636	Greer State Bank	Loan- Equioment	102766	745.06	X		572.13
02/25/2010	dp	High Lite Corp.	EQUIPMENT LEASE	Deposit		X	12,910.00	13,482.13
02/28/2010			Fuel	Service Charge	2,768.91	X		10,713.22
03/02/2010	2637	GOODSON BUS SA...	Repairs:Equipment Re...		2,500.00	X		8,213.22
03/04/2010	2638	S & S Tiire	Repairs:Equipment Re...		1,569.60	X		6,643.62
03/05/2010	2639	houser rollback	Repairs:Equipment Re...		500.00	X		6,143.62
03/19/2010	2640	Tim Howard	Repairs:Equipment Re...		726.00	X		5,417.62
03/19/2010	2641	warren campbell	Repairs:Equipment Re...		128.00	X		5,289.62
03/22/2010	dp	town of eastover	EQUIPMENT LEASE	Deposit		X	2,250.00	7,539.62
03/22/2010	2642	Abc rentals	Equipment Rental		2,250.00	X		5,289.62
03/23/2010	2643	Progressive	Insurance		956.00	X		4,333.62
03/23/2010	2644	Greer State Bank	Truck Payment		745.06	X		3,588.56
03/23/2010	2645	Greer State Bank	Truck Payment		573.57	X		3,014.99
03/25/2010	2646	Greer State Bank	Loan- Equioment		1,489.40	X		1,525.59
03/26/2010	2647	Tim Howard	Repairs:Equipment Re...		360.00	X		1,165.59
03/29/2010	2648	DMV	Automobile Expense		55.00	X		1,110.59
03/29/2010	2649	Terry Thackston	Automobile Expense		100.00	X		1,010.59
/31/2010			Fuel	Service Charge	4,554.15	X		-3,543.56
4/01/2010	dp	Cash	Other Income	mike howard		X	2,000.00	-1,543.56

PLAINTIFF'S EXHIBIT 16

Register: Greer State Bank
From 01/01/2010 through 12/31/2010
Sorted by: Date, Type, Number/Ref

...e	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
			Fuel	Service Charge	664.23	X		-2,207.79
04/30/2010			EQUIPMENT LEASE	Deposit		X	2,645.00	437.21
05/06/2010	dp	ABC	EQUIPMENT LEASE	Deposit		X	4,333.33	4,770.54
05/06/2010	dp	ABC	Loan- Equioment		1,489.40	X		3,281.14
05/06/2010	2650	Greer State Bank	Truck Payment		745.06	X		2,536.08
05/06/2010	2651	Greer State Bank	Licenses and Permits		150.00	X		2,386.08
05/12/2010	2652	SC Dept. of LLR	EQUIPMENT LEASE	Deposit		X	3,000.00	5,386.08
05/13/2010	dp	Your Event Source	EQUIPMENT LEASE	Deposit		X	6,500.00	11,886.08
05/17/2010	dp	LIFE SONG CHUR...	Equipment Rental		3,000.00	X		8,886.08
05/17/2010	2653	Abc rentals	Truck Payment		602.24	X		8,283.84
05/25/2010	2654	Greer State Bank	Truck Payment		782.31	X		7,501.53
05/25/2010	2655	Greer State Bank	Taxes		146.29	X		7,355.24
05/29/2010	2656	Oren Brady III	Taxes		1.00	X		7,354.24
05/29/2010	2657	Oren Brady III	Taxes		1.00	X		7,353.24
05/29/2010	2658	Oren Brady III	Insurance		956.00	X		6,397.24
05/29/2010	2659	Progressive	Fuel	Service Charge	874.31	X		5,522.93
05/31/2010			Loan- Equioment		1,489.40	X		4,033.53
06/01/2010	2660	Greer State Bank	Equipment Rental		2,203.20	X		1,830.33
06/08/2010	2661	larendes cat	Cost of Goods Sold		162.00	X		1,668.33
11/2010	2662	Tim Howard	Equipment repair		364.00	X		1,304.33
06/18/2010	2663	Tim Howard	Other Income	Deposit		X	420.00	1,724.33
06/24/2010	dp	NCDOL	Loan- Equioment		1,489.40	X		234.93
06/24/2010	2664	Greer State Bank	Insurance		961.00	X		-726.07
06/24/2010	2665	Progressive	Repairs:Equipment Re...		402.00	X		-1,128.07
06/25/2010	2666	Tim Howard	Fuel	Service Charge	499.45	X		-1,627.52
06/30/2010			EQUIPMENT LEASE	insurance		X	10,000.00	8,372.48
07/07/2010	dp	ABC SCOTT	Licenses and Permits		100.00	X		8,272.48
07/08/2010	2667	SC Dept. of LLR	Professional Fees		115.00	X		8,157.48
07/08/2010	2668	Julie Lazar	Repairs:Equipment Re...		246.00	X		7,911.48
07/08/2010	2669	Tim Howard	Insurance:Liability Ins...		10,000.00	X		-2,088.52
07/09/2010	2670	Haas & Wilkerson	EQUIPMENT LEASE	Deposit		X	11,798.32	9,709.80
07/15/2010	dp	ABC SCOTT	Cost of Goods Sold		3,220.00	X		6,489.80
07/15/2010	2671	Michael Howard	Repairs:Equipment Re...		456.00	X		6,033.80
07/17/2010	2672	Tim Howard	Loan- Equioment		1,489.40	X		4,544.40
07/28/2010	2673	Greer State Bank	Truck Payment		745.06	X		3,799.34
07/28/2010	2674	Greer State Bank	Equipment repair		510.00	X		3,289.34
07/30/2010	2675	Tim Howard	Fuel		500.00	X		2,789.34
07/30/2010	2676	Cash	Equipment repair		430.00	X		2,359.34
07/30/2010	2677	larry porter	Fuel	Service Charge	1,735.40	X		623.94
31/2010			Repairs:Equipment Re...		337.54	X		286.40
08/05/2010	2678	GOODSON BUS SA...						

Register: Greer State Bank
From 01/01/2010 through 12/31/2010
Sorted by: Date, Type, Number/Ref

ıte	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
								-211.60
08/06/2010	2679	Tim Howard	Repairs:Equipment Re...		498.00	X		
08/13/2010	dp	ABC SCOTT	EQUIPMENT LEASE	Deposit		X	4,333.00	4,121.40
08/20/2010	2680	Arlene Howard	Fuel		1,500.00	X		2,621.40
08/21/2010	2681	Oren Brady III	Taxes	79	42.79	X		2,578.61
08/21/2010	2682	Oren Brady III	Taxes	52	42.79	X		2,535.82
08/27/2010	2683	Tim Howard	Repairs:Equipment Re...		912.00	X		1,623.82
08/27/2010	2684	Greer State Bank	Loan		745.06	X		878.76
08/31/2010			Fuel	Service Charge	637.64	X		241.12
09/03/2010	2685	Tim Howard	Repairs:Equipment Re...		384.00	X		-142.88
09/07/2010	2686	Arlene Howard	Fuel		1,500.00	X		-1,642.88
09/08/2010	2687	Allstate	Insurance		157.57	X		-1,800.45
09/10/2010	2688	Food Equipment	Supplies		125.70	X		-1,926.15
09/13/2010	dp	ABC SCOTT	EQUIPMENT LEASE	Deposit		X	8,364.30	6,438.15
09/13/2010	2689	Greer State Bank	Loan- Equioment		1,489.40	X		4,948.75
09/13/2010	2690	Tim Howard	Repairs:Equipment Re...		618.00	X		4,330.75
09/13/2010	2691	duke energy	Utilities:Gas and Electric		247.90	X		4,082.85
09/13/2010	2692	Howard Fabrication	Repairs:Equipment Re...		1,882.30	X		2,200.55
09/29/2010	2693	Howard Fabrication	Repairs:Equipment Re...		1,250.00	X		950.55
9/30/2010			Fuel	Service Charge	602.99	X		347.56
10/04/2010	dp	Your Event Source	EQUIPMENT LEASE	Deposit		X	350.00	697.56
10/07/2010	dp	ABC	EQUIPMENT LEASE	Deposit		X	5,000.00	5,697.56
10/07/2010	2694	High-Lite Rides	Repairs:Equipment Re...		2,500.00	X		3,197.56
10/07/2010	2695	Howard Fabrication	Repairs:Equipment Re...		1,220.00	X		1,977.56
10/07/2010	2696	Greer State Bank	Truck Payment		745.06	X		1,232.50
10/07/2010	2697	Greer State Bank	Truck Payment		573.57	X		658.93
10/11/2010	2698	TRAVELERS	Insurance		1,771.49	X		-1,112.56
10/12/2010	dp	Professional Affairs a	EQUIPMENT LEASE	Deposit		X	23,000.00	21,887.44
10/12/2010	dp	Professional Affairs a	EQUIPMENT LEASE	Deposit		X	9,000.00	30,887.44
10/13/2010	2699	Haas & Wilkerson	Insurance:Liability Ins...		10,312.19	X		20,575.25
10/13/2010	2700	larry porter	EQUIPMENT LEASE		1,700.00	X		18,875.25
10/13/2010	2701	Arlene Howard	EQUIPMENT LEASE		1,500.00	X		17,375.25
10/13/2010	2702	james scott	Professional Fees		400.00	X		16,975.25
10/13/2010	2703	JOHN RISER	Professional Fees		300.00	X		16,675.25
10/13/2010	2704	Kaden Painter	Cost of Goods Sold		400.00	X		16,275.25
10/13/2010	2705	jam transport	TRUCKING		2,224.00	X		14,051.25
10/13/2010	2706	Tim Howard	Professional Fees		500.00	X		13,551.25
10/14/2010	2707	High Lite Corp.	Professional Fees		8,032.07	X		5,519.18
10/15/2010	2708	Greer State Bank	Loan- Equioment		1,489.40	X		4,029.78
0/15/2010	2709	Abc rentals	Equipment Rental		6,631.74	X		-2,601.96
10/18/2010	dp	Professional Affairs	EQUIPMENT LEASE	Deposit		X	12,000.00	9,398.04

Register: Greer State Bank
From 01/01/2010 through 12/31/2010
Sorted by: Date, Type, Number/Ref

ate	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
								8,648.04
10/18/2010	2710	Tim Howard	Professional Fees		750.00	X		-501.96
10/18/2010	2711	Abc rentals	Equipment Rental		9,150.00	X		14,648.04
10/22/2010	dp	FIRST BAPTIST NO...	EQUIPMENT LEASE	Deposit		X	15,150.00	11,648.04
10/22/2010	2712	Arlene Howard	Fuel		3,000.00	X		10,410.54
10/25/2010	2713	Tim Howard	TRUCKING		1,237.50	X		9,149.38
10/26/2010	2714	Allstate	Insurance		1,261.16	X		-1,614.62
10/29/2010	2715	Abc rentals	Equipment Rental		10,764.00	X		-2,450.68
10/31/2010			Fuel	Service Charge	836.06	X		-2,470.63
11/02/2010		EARTHLINK	Professional Fees		19.95	X		-2,785.63
11/02/2010	2716	S&ME	Professional Fees		315.00	X		-2,985.63
11/05/2010		verizon	Telephone		200.00	X		-3,012.62
11/30/2010			Fuel	Service Charge	26.99	X		-2,662.62
12/17/2010		Professional Affairs a	Accounts Receivable			X	350.00	687.38
12/23/2010	dp	Pinnacle Amusements	EQUIPMENT LEASE	carousel in rali...		X	3,350.00	237.38
12/23/2010	2717	Tim Howard	TRUCKING		450.00	X		-182.62
12/27/2010	2718	S&ME	Professional Fees		420.00	X		-264.73
12/31/2010			Fuel	Service Charge	82.11	X		-1,754.13
12/31/2010	2719	Greer State Bank	Loan- Equioment		1,489.40	X		-2,499.19
2/31/2010	2720	Greer State Bank	Loan- Equioment	102766	745.06	X		

Register: Greer State Bank
From 01/01/2011 through 12/31/2011
Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
01/14/2011	dp	Michael Howard	EQUIPMENT LEASE	Deposit		X	250.00	-2,249.19
01/31/2011			Fuel	Service Charge	577.47	X		-2,826.66
02/28/2011			Fuel	Service Charge	46.94	X		-2,873.60
03/24/2011		ABC	Accounts Receivable			X	300.00	-2,573.60
03/24/2011	dp	ABC	EQUIPMENT LEASE	Deposit		X	1,828.74	-744.86
03/25/2011	2721	Cash	Fuel		525.00	X		-1,269.86
03/25/2011	2722	charter	Telephone		191.86	X		-1,461.72
03/25/2011	2723	Arlene Howard	Office Supplies		830.00	X		-2,291.72
03/25/2011	2724	Bobby Howard	Repairs:Building Repairs		200.00	X		-2,491.72
03/31/2011			Fuel	Service Charge	196.96	X		-2,688.68
04/27/2011	2725	SC Dept. of LLR	Licenses and Permits		150.00	X		-2,838.68
04/29/2011	2726	Howard Fabrication	Cost of Goods Sold		250.00	X		-3,088.68
04/29/2011	2727	High-Lite Rides	Cost of Goods Sold		2,500.00	X		-5,588.68
04/29/2011	2728	Greer State Bank	Loan- Equioment		573.57	X		-6,162.25
04/30/2011	dp	Shannon Forest Chri...	EQUIPMENT LEASE	Deposit		X	8,000.00	1,837.75
04/30/2011			Fuel	Service Charge	129.27	X		1,708.48
05/02/2011	dp	Michael Howard	Interest Income	Deposit		X	645.00	2,353.48
05/02/2011		Michael Howard	Fuel		3,000.00	X		-646.52
5/02/2011		Michael Howard	Interest Income		645.00	X		-1,291.52
05/11/2011		Michael Howard	Cost of Goods Sold		614.97	X		-1,906.49
05/17/2011	dp	cliff hanger	Sales	150kw		X	24,000.00	22,093.51
05/22/2011	2729	Terry Thackston	Automobile Expense		550.00	X		21,543.51
05/22/2011	2730	JUSTIN PACE	Loan- Equioment		2,000.00	X		19,543.51
05/22/2011	2731	Greer State Bank	Truck Payment		745.06	X		18,798.45
05/22/2011	2732	Greer State Bank	Truck Payment		573.57	X		18,224.88
05/26/2011	2733	ed jackson	Loan- Equioment		3,500.00	X		14,724.88
05/31/2011			Fuel	Service Charge	335.20	X		14,389.68
06/07/2011	2734	Nuera	Repairs:Equipment Re...		249.60	X		14,140.08
06/10/2011	dp	ABC SCOTT	EQUIPMENT LEASE	still owes 6000....		X	10,000.00	24,140.08
06/17/2011	2735	Ted Martin	Supplies		2,200.00	X		21,940.08
06/17/2011	2736	Greer State Bank	Loan- Equioment		1,638.34	X		20,301.74
06/17/2011	2737	Greer State Bank	Loan- Equioment		409.58	X		19,892.16
06/18/2011	2738	SC DMV	Licenses and Permits		64.00	X		19,828.16
06/18/2011	2739	Julie Lazar	Professional Fees		141.92	X		19,686.24
06/18/2011	2740	Allstate	Insurance		466.16	X		19,220.08
06/18/2011	2741	Michael Howard	Fuel		650.00	X		18,570.08
06/21/2011	2742	Greer State Bank	Loan- Equioment	102766	745.06	X		17,825.02
06/24/2011	2743	Greer State Bank	Loan- Equioment		1,563.87	X		16,261.15
5/30/2011	dp	Michael Howard	deposit correction	Deposit		X	3,000.00	19,261.15
06/30/2011			Fuel	Service Charge	703.79	X		18,557.36

Register: Greer State Bank
From 01/01/2011 through 12/31/2011
Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
06/30/2011	2744	Tim loar	Cost of Goods Sold		2,400.00	X		16,157.36
07/01/2011	dp	Shannon Forest Chri...	EQUIPMENT LEASE	Deposit		X	6,000.00	22,157.36
07/01/2011	2745	pittman body shop	Repairs:Equipment Re...		3,919.74	X		18,237.62
07/14/2011	dp	ABC SCOTT	EQUIPMENT LEASE	Deposit		X	8,750.80	26,988.42
07/14/2011	2746	George Coleman Ford	Repairs:Equipment Re...		538.30	X		26,450.12
07/19/2011	2747	cory trammell	TRUCKING		100.00	X		26,350.12
07/22/2011	2748	Howard Fabrication	Repairs:Equipment Re...		1,160.00	X		25,190.12
07/22/2011	2749	Michael Howard	Fuel		800.00	X		24,390.12
07/22/2011	2750	larry porter	TRUCKING		320.00	X		24,070.12
07/25/2011	dp	magic	EQUIPMENT LEASE	Deposit		X	3,500.00	27,570.12
07/25/2011	2751	Michael Howard	Fuel		1,500.00	X		26,070.12
07/25/2011	2752	WILL & CRIS AMU...	Equipment Rental		1,500.00	X		24,570.12
07/28/2011	2753	Greer State Bank	Loan- Equioment		1,489.40	X		23,080.72
07/28/2011	2754	Greer State Bank	Truck Payment		745.06	X		22,335.66
07/31/2011			Fuel	Service Charge	1,857.77	X		20,477.89
08/10/2011	dp	Professional Affairs	EQUIPMENT LEASE	Deposit		X	2,700.00	23,177.89
08/12/2011		ABC	Accounts Receivable			X	8,645.83	31,823.72
08/12/2011	2755	cris gregory	Personal Expense		280.00	X		31,543.72
08/12/2011	2756	cris raines	Repairs		420.00	X		31,123.72
08/12/2011	2757	Kevin Bridwell	Repairs:Equipment Re...		500.00	X		30,623.72
08/12/2011	2758	Bobby Howard	Repairs:Building Repairs		730.00	X		29,893.72
08/12/2011	2759	Cash	Fuel		600.00	X		29,293.72
08/12/2011	2760	Kaden Painter	Cost of Goods Sold		250.00	X		29,043.72
08/12/2011	2761	larry porter	Cost of Goods Sold		100.00	X		28,943.72
08/17/2011	2762	Arlene Howard	Professional Fees		150.00	X		28,793.72
08/19/2011	dp	midland	EQUIPMENT LEASE	Deposit		X	7,750.00	36,543.72
08/19/2011	2763	Wing Foot Tire	Repairs:Equipment Re...		570.00	X		35,973.72
08/19/2011	2764	Cash	Fuel		925.00	X		35,048.72
08/22/2011	2765	Haas & Wilkerson	Insurance:Liability Ins...		5,000.00	X		30,048.72
08/22/2011	2766	Greene's Butcher Shop	Equipment Rental		1,900.00	X		28,148.72
08/24/2011	2767	All State Insurance	Insurance		176.28	X		27,972.44
08/24/2011	2768	void	void					27,972.44
08/25/2011	2769	Arlene Howard	Office Supplies		300.00	X		27,672.44
08/25/2011	2770	Greer State Bank	Truck Payment		745.06	X		26,927.38
08/25/2011	2771	Greer State Bank	Loan- Equioment		1,489.40	X		25,437.98
08/31/2011			Fuel	Service Charge	4,056.94	X		21,381.04
09/01/2011	2773	Arlene Howard	Office Supplies		500.00	X		20,881.04
09/02/2011	2774	Michael Howard	Office Supplies		400.00	X		20,481.04
9/09/2011	2775	larry porter	Equipment Rental		422.00	X		20,059.04
09/14/2011		ABC	Accounts Receivable			X	8,333.33	28,392.37

Register: Greer State Bank
From 01/01/2011 through 12/31/2011
Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
09/15/2011	2776	Oren Brady III	Taxes	1962 gmc	42.92	X		28,349.45
09/15/2011	2777	Oren Brady III	Taxes	1938	42.92	X		28,306.53
09/15/2011	2778	Oren Brady III	Taxes	1930	42.92	X		28,263.61
09/15/2011	2779	Oren Brady III	Taxes	1952	72.92	X		28,190.69
09/15/2011	2780	Oren Brady III	Taxes	2008	503.14	X		27,687.55
09/15/2011	2781	Oren Brady III	Taxes	1979	72.92	X		27,614.63
09/15/2011	2782	American Fab., INC.	Repairs:Equipment Re...		542.93	X		27,071.70
09/18/2011	2783	kevin smith	Uncategorized Expenses		1,200.00	X		25,871.70
09/19/2011	2784	mikes truck repair	Repairs:Equipment Re...		769.62	X		25,102.08
09/20/2011	dp	WILL & CRIS AMU...	EQUIPMENT LEASE	Deposit		X	11,000.00	36,102.08
09/20/2011		Arlene Howard	Office Supplies		300.00	X		35,802.08
09/20/2011	2785	Abc rentals	Equipment Rental		7,500.00	X		28,302.08
09/20/2011	2786	TRAVELERS	Insurance		2,631.00	X		25,671.08
09/20/2011	2787	Allstate	Insurance		741.73	X		24,929.35
09/20/2011	2788	Allstate	Insurance		1,043.02	X		23,886.33
09/20/2011	2789	Allstate	Insurance		125.00	X		23,761.33
09/20/2011	2790	Allstate	Insurance		491.22	X		23,270.11
09/22/2011	2791	Arlene Howard	Office Supplies		950.00	X		22,320.11
9/23/2011	2792	Greer State Bank	Loan- Equioment		745.06	X		21,575.05
09/29/2011	2793	Carolina International	Equipment repair		1,319.56	X		20,255.49
09/29/2011	2794	Howard Fabrication	Equipment repair		540.00	X		19,715.49
09/30/2011			Fuel	Service Charge	4,610.43	X		15,105.06
10/03/2011	dp	Professional Affairs a	EQUIPMENT LEASE	Deposit		X	25,000.00	40,105.06
10/03/2011	2795	Cash	Fuel		3,500.00	X		36,605.06
10/03/2011	2796	Arlene Howard	Repairs		2,000.00	X		34,605.06
10/03/2011	2797	Abc rentals	Equipment Rental		3,000.00	X		31,605.06
10/05/2011	2798	High-Lite Rides	Repairs:Equipment Re...		10,500.00	X		21,105.06
10/10/2011	2799	WILL & CRIS AMU...	Equipment Rental		1,500.00	X		19,605.06
10/11/2011	dp	Professional Affairs	EQUIPMENT LEASE	abany ga		X	14,500.00	34,105.06
10/11/2011	dp	midland	EQUIPMENT LEASE	Deposit		X	7,750.00	41,855.06
10/11/2011		ABC SCOTT	Accounts Receivable			X	8,903.33	50,758.39
10/11/2011	dp		Equipment Rental					50,758.39
10/11/2011	2800	Greer State Bank	Loan- Equioment		1,489.40	X		49,268.99
10/11/2011	2801	Cash	Fuel		3,500.00	X		45,768.99
10/11/2011	2802	VINCENT G. DUGAN	Cost of Goods Sold	PAINT HLC15	1,320.00	X		44,448.99
10/11/2011	2803	Abc rentals	Equipment Rental		12,000.00	X		32,448.99
10/11/2011	2804	larry porter	Equipment Rental		2,500.00	X		29,948.99
10/12/2011	2805	Greene's Butcher Shop	Equipment Rental		5,000.00	X		24,948.99
0/12/2011	2806	Tim Howard	TRUCKING		816.60	X		24,132.39
10/14/2011	2807	Howard Fabrication	Cost of Goods Sold		1,610.00	X		22,522.39

Register: Greer State Bank
From 01/01/2011 through 12/31/2011
Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
10/15/2011	2808	Palmetto Amusements	Equipment Rental		4,500.00	X		18,022.39
10/17/2011	dp	Professional Affairs a	EQUIPMENT LEASE	Deposit		X	11,500.00	29,522.39
10/18/2011	2809	Michael Howard	Fuel		1,500.00	X		28,022.39
10/19/2011	2810	Arlene Howard	Cost of Goods Sold		1,000.00	X		27,022.39
10/21/2011	dp	FIRST BAPTIST NO...	EQUIPMENT LEASE	Deposit		X	16,150.00	43,172.39
10/21/2011		FIRST BAPTIST NO...	Accounts Receivable			X	1,400.00	44,572.39
10/21/2011	2811	JOHN RISER	Professional Fees		200.00	X		44,372.39
10/25/2011	2812	larry porter	Equipment Rental		1,200.00	X		43,172.39
10/25/2011	2813	Midway Auto Parts	Repairs:Equipment Re...	lift	1,860.00	X		41,312.39
10/28/2011	2814	D & D Motors	Repairs:Equipment Re...		290.93	X		41,021.46
10/28/2011	2815	High-Lite Rides	Repairs:Equipment Re...		13,040.00	X		27,981.46
10/28/2011	2816	Greer State Bank	Loan- Equioment		745.06	X		27,236.40
10/31/2011	dp	Professional Affairs a	EQUIPMENT LEASE	Deposit		X	11,500.00	38,736.40
10/31/2011	dp	hony path	EQUIPMENT LEASE	Deposit		X	2,000.00	40,736.40
10/31/2011		BANKCARD CENT...	Fuel		3,736.21	X		37,000.19
10/31/2011		red roof inn	Hotel		1,525.48	X		35,474.71
10/31/2011		Tractor Supply	Cost of Goods Sold		152.70	X		35,322.01
10/31/2011		Nuera	Repairs:Equipment Re...		595.87	X		34,726.14
10/31/2011		Carolina International	Equipment repair		370.53	X		34,355.61
10/31/2011			Fuel	Service Charge	742.84	X		33,612.77
11/01/2011	2817	Indria Bridwell	Office Supplies		700.00	X		32,912.77
11/01/2011	2818	Palmetto Amusements	Equipment Rental		4,500.00	X		28,412.77
11/01/2011	2819	David Debusk	Repairs:Equipment Re...		664.00	X		27,748.77
11/02/2011	2820	Abc rentals	Equipment Rental		13,500.00	X		14,248.77
11/04/2011		waterloo tent	Cost of Goods Sold		1,576.93	X		12,671.84
11/04/2011		BANKCARD CENT...	Fuel		482.97	X		12,188.87
11/04/2011	2821	Greer State Bank	Loan- Equioment		1,489.40	X		10,699.47
11/04/2011	2822	High-Lite Rides	Repairs:Equipment Re...		2,630.00	X		8,069.47
11/04/2011	2823	Howard Fabrication	Repairs:Equipment Re...		520.00	X		7,549.47
11/04/2011	2824	LEWIS TAYLOR	Repairs:Equipment Re...		534.00	X		7,015.47
11/04/2011	2825	JOHN RISER	Professional Fees		300.00	X		6,715.47
11/07/2011	dp	Professional Affairs a	EQUIPMENT LEASE	Deposit		X	1,500.00	8,215.47
11/07/2011	2826	Pinnacle Amusements	Equipment Rental		1,723.10	X		6,492.37
11/11/2011	2827	JOHN RISER	Professional Fees		200.00	X		6,292.37
11/11/2011	2828	Westgate church	Office Supplies		462.50	X		5,829.87
11/15/2011	2829	chad edwards	Repairs:Equipment Re...		300.00	X		5,529.87
11/16/2011	2830	Haas & Wilkerson	Insurance:Liability Ins...		5,000.00	X		529.87
11/18/2011	2831	JOHN RISER	Professional Fees		200.00	X		329.87
11/25/2011	dp	Michael Howard	Other Income	Deposit		X	1,000.00	1,329.87
11/30/2011		NCDOL	Licenses and Permits		195.00	X		1,134.87

Register: Greer State Bank
From 01/01/2011 through 12/31/2011
Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
11/30/2011			Fuel	Service Charge	206.76	X		928.11
12/16/2011	2832	Michael Howard	Fuel		200.00	X		728.11
12/20/2011		Pinnacle Amusements	Accounts Receivable			X	5,750.00	6,478.11
12/20/2011	2833	Home Depot	Office Supplies		1,234.48	X		5,243.63
12/20/2011	2834	Argent Corporation	Office Supplies		650.00	X		4,593.63
12/23/2011	2835	JOHN RISER	Professional Fees		200.00	X		4,393.63
12/23/2011	2836	chad edwards	Repairs:Equipment Re...		595.00	X		3,798.63
12/23/2011	2837	larendes cat	Equipment Rental		325.08	X		3,473.55
12/30/2011	2838	Oren Brady III	Taxes		66.92	X		3,406.63
12/30/2011	2840	Oren Brady III	Taxes		215.73	X		3,190.90
12/30/2011	2841	scdnr	Taxes		45.00	X		3,145.90
12/31/2011			Fuel	Service Charge	490.28	X		2,655.62

Register: Greer State Bank
From 01/01/2012 through 12/31/2012
orted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
01/26/2012		D & D Motors	Interest Income	Deposit		X	2.80	2,658.42
01/27/2012	2842	SC DMV	Licenses and Permits		25.00	X		2,633.42
01/31/2012			Fuel	Service Charge	2,292.94	X		340.48
02/24/2012	dp	High Lite Rides	EQUIPMENT LEASE	Deposit		X	3,500.00	3,840.48
02/29/2012			Fuel	Service Charge	1,232.95	X		2,607.53
03/05/2012	2843	SC DMV	Licenses and Permits		25.00	X		2,582.53
03/07/2012	2844	jerry smith	Repairs:Building Repairs		500.00	X		2,082.53
03/19/2012	dp	safe strap	Other Income	Deposit		X	107.95	2,190.48
03/31/2012			Fuel	Service Charge	2,320.07	X		-129.59
04/24/2012	dp	ABC SCOTT	EQUIPMENT LEASE	Deposit		X	1,200.00	1,070.41
04/27/2012	2845	Food Equipment	Supplies		257.90	X		812.51
04/27/2012	2846	Cash	Supplies		300.00	X		512.51
04/30/2012			Fuel	Service Charge	85.43	X		427.08
05/01/2012	dp	ABC SCOTT	EQUIPMENT LEASE	Deposit		X	803.50	1,230.58
05/07/2012	2848	Greer State Bank	Loan- Equioment		745.06	X		485.52
05/08/2012	2849	Arlene Howard	Office Supplies		150.00	X		335.52
05/11/2012	2850	Greer State Bank	Loan- Equioment		1,489.40	X		-1,153.88
`5/15/2012		Lowes	Repairs:Building Repairs		925.20	X		-2,079.08
05/15/2012	2851	duke energy	Utilities:Gas and Electric		171.30	X		-2,250.38
05/17/2012	2852	mikes truck repair	Repairs:Equipment Re...		306.98	X		-2,557.36
05/21/2012		Lowes	Repairs:Building Repairs		109.01	X		-2,666.37
05/23/2012		Family Practice	Professional Fees		157.00	X		-2,823.37
05/23/2012		Lowes	Repairs:Building Repairs		301.74	X		-3,125.11
05/25/2012		ABC	Accounts Receivable			X	13,738.20	10,613.09
05/25/2012	2853	Food Equipment	Supplies		154.31	X		10,458.78
05/25/2012	2854	Cash	Fuel		1,500.00	X		8,958.78
05/25/2012	2855	IDC	Cost of Goods Sold		111.00	X		8,847.78
05/29/2012		Northern	Cost of Goods Sold		407.55	X		8,440.23
05/29/2012		Tractor Supply	Cost of Goods Sold		118.66	X		8,321.57
05/31/2012			Fuel	Service Charge	772.14	X		7,549.43
05/31/2012	2856	Harold Hogg	TRUCKING	to tx	1,400.00	X		6,149.43
06/01/2012	2857	Oren Brady III	Taxes		42.94	X		6,106.49
06/04/2012		Home Depot	Repairs:Building Repairs		185.55	X		5,920.94
06/08/2012	2859	Arlene Howard	Office Supplies		295.08	X		5,625.86
06/08/2012	2860	charter	Telephone		261.72	X		5,364.14
06/08/2012	2861	High-Lite Rides	Cost of Goods Sold		5,000.00	X		364.14
06/08/2012	2875	we willis	Fuel		250.00	X		114.14
`6/14/2012		ABC	Accounts Receivable			X	13,738.20	13,852.34
06/14/2012	2862	duke energy	Utilities:Gas and Electric		160.22	X		13,692.12
06/14/2012	2863	Allstate	Insurance		536.74	X		13,155.38

Register: Greer State Bank
From 01/01/2012 through 12/31/2012
orted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
06/14/2012	2864	Greer State Bank	Loan- Equioment		1,489.40	X		11,665.98
06/14/2012	2865	Greer State Bank	Loan- Equioment		745.06	X		10,920.92
06/14/2012	2866	Greer State Bank	Loan- Equioment		573.57	X		10,347.35
06/14/2012	2867	Greer State Bank	Loan- Equioment		409.58	X		9,937.77
06/18/2012	2868	Arlene Howard	Office Supplies		452.57	X		9,485.20
06/22/2012		godaddy	Office Supplies		152.90	X		9,332.30
06/22/2012	2869	cemex	Cost of Goods Sold		395.38	X		8,936.92
06/22/2012	2870	High-Lite Rides	Cost of Goods Sold		2,010.00	X		6,926.92
06/22/2012	2871	VINCENT G. DUGAN	Cost of Goods Sold		1,000.00	X		5,926.92
06/22/2012	2872	Randy Lowe	Repairs:Equipment Re...		570.00	X		5,356.92
06/22/2012	2873	Tim loar	Cost of Goods Sold		600.00	X		4,756.92
06/22/2012	2874	cory trammell	TRUCKING		500.00	X		4,256.92
06/29/2012		Howard Fabrication	Repairs:Equipment Re...		990.00	X		3,266.92
06/29/2012	2876	jorden collins	Repairs:Building Repairs		252.00	X		3,014.92
06/30/2012			Fuel	Service Charge	117.45	X		2,897.47
07/03/2012	2877	danny pettit	Repairs:Equipment Re...		400.00	X		2,497.47
07/06/2012	dp	magic	EQUIPMENT LEASE	Deposit		X	3,500.00	5,997.47
07/06/2012	2878	WILL & CRIS AMU...	Equipment Rental		1,500.00	X		4,497.47
07/06/2012	2879	Howard Fabrication	Repairs:Equipment Re...		1,250.00	X		3,247.47
07/06/2012	2880	danny pettit	Repairs:Equipment Re...		480.00	X		2,767.47
07/06/2012	2881	High-Lite Rides	Repairs:Equipment Re...		1,650.00	X		1,117.47
07/06/2012	2882	cory trammell	TRUCKING		320.00	X		797.47
07/17/2012		ABC	Accounts Receivable			X	11,238.20	12,035.67
07/17/2012	2883	Arlene Howard	Office Supplies		696.53	X		11,339.14
07/17/2012	2884	Howard Fabrication	Repairs:Equipment Re...		1,150.00	X		10,189.14
07/18/2012	2885	mikes truck repair	Repairs:Equipment Re...		2,007.12	X		8,182.02
07/20/2012	2886	Greer State Bank	Loan- Equioment		1,489.40	X		6,692.62
07/20/2012	2887	Greer State Bank	Loan- Equioment		745.06	X		5,947.56
07/27/2012	2888	Kaden Painter	Cost of Goods Sold		900.00	X		5,047.56
07/27/2012	2889	carrier	Repairs:Equipment Re...		2,585.97	X		2,461.59
07/31/2012			Fuel	Service Charge	1,383.99	X		1,077.60
08/01/2012	2890	Michael Howard	Fuel		500.00	X		577.60
08/10/2012	dp	hickory point	refund	Deposit		X	25.00	602.60
08/10/2012		ABC	Accounts Receivable			X	13,738.20	14,340.80
08/13/2012	2891	VILLAGE HOSPITAL	Professional Fees		1,206.00	X		13,134.80
08/13/2012	2892	spartanburg regional	Professional Fees		786.10	X		12,348.70
08/13/2012	2893	VILLAGE AMERG...	Professional Fees		560.00	X		11,788.70
08/13/2012	2894	Greer State Bank	Loan- Equioment		1,489.40	X		10,299.30
08/14/2012	2895	Greer State Bank	Rent		5,120.76	X		5,178.54
08/14/2012	2896	Greer State Bank	Loan- Equioment		2,771.56	X		2,406.98

Register: Greer State Bank
From 01/01/2012 through 12/31/2012
Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
08/18/2012	2897	Kevin Bridwell	Repairs:Equipment Re...		800.00	X		1,606.98
08/20/2012		jack davis	Professional Fees		325.00	X		1,281.98
08/23/2012	dp	Howard Fabrication	Other Income	Deposit		X	2,000.00	3,281.98
08/23/2012	2998	UED	Supplies		205.00	X		3,076.98
08/28/2012	2899	joan wiusna	Dues and Subscriptions		543.48	X		2,533.50
08/31/2012			Fuel	Service Charge	1,365.69	X		1,167.81
09/10/2012	dp	WILL & CRIS AMU...	EQUIPMENT LEASE	Deposit		X	9,500.00	10,667.81
09/10/2012		ABC	Accounts Receivable			X	14,213.20	24,881.01
09/10/2012	2900	Fun Rides and Picnics	Equipment Rental		3,000.00	X		21,881.01
09/10/2012	2901	Haas & Wilkerson	Insurance:Liability Ins...		4,000.00	X		17,881.01
09/10/2012	2902	Oren Brady III	Taxes		831.28	X		17,049.73
09/10/2012	2903	Oren Brady III	Taxes		42.94	X		17,006.79
09/10/2012	2904	Oren Brady III	Taxes		42.94	X		16,963.85
09/10/2012	2905	Oren Brady III	Taxes		66.94	X		16,896.91
09/10/2012	2906	Oren Brady III	Taxes		66.94	X		16,829.97
09/10/2012	2907	Oren Brady III	Taxes		66.94	X		16,763.03
09/10/2012	2908	TC AMUSEMENTS	Equipment Rental		5,000.00	X		11,763.03
09/11/2012	2909	JOHN RISER	Professional Fees		150.00	X		11,613.03
09/11/2012	2910	austin march	Professional Fees		150.00	X		11,463.03
09/11/2012	2911	cory trammell	TRUCKING		380.00	X		11,083.03
09/11/2012	2912	Greer State Bank	Loan- Equioment		1,563.87	X		9,519.16
09/13/2012	2913	Home Depot	Cost of Goods Sold		134.28	X		9,384.88
09/13/2012	2914	cory trammell	TRUCKING		150.00	X		9,234.88
09/14/2012	2915	austin march	Professional Fees		250.00	X		8,984.88
09/14/2012	2916	Michael Howard	Fuel		1,150.00	X		7,834.88
09/14/2012	2917	heather painter	Fuel		550.00	X		7,284.88
09/21/2012	2918	mikes truck repair	Repairs:Equipment Re...		295.00	X		6,989.88
09/21/2012	2919	JOHN RISER	Professional Fees		200.00	X		6,789.88
09/21/2012	2920	Michael Howard	Fuel		1,200.00	X		5,589.88
09/22/2012	2922	wagner consulting	Licenses and Permits		540.00	X		5,049.88
09/23/2012	2921	Westgate church	Office Supplies		200.00	X		4,849.88
09/25/2012	dp	Professional Affairs a	EQUIPMENT LEASE	Deposit		X	9,000.00	13,849.88
09/28/2012	2923	danny pettit	Repairs:Equipment Re...		460.00	X		13,389.88
09/28/2012	2924	JOHN RISER	Professional Fees		200.00	X		13,189.88
09/28/2012	2925	austin march	Professional Fees		184.00	X		13,005.88
09/28/2012	2926	Allstate	Insurance		1,000.00	X		12,005.88
09/30/2012			Fuel	Service Charge	429.93	X		11,575.95
10/02/2012	2927	charles mooney	Cost of Goods Sold		400.00	X		11,175.95
10/02/2012	2928	Arlene Howard	Office Supplies		1,241.00	X		9,934.95
10/02/2012	2929	fermin olvera	Cost of Goods Sold		280.00	X		9,654.95

Register: Greer State Bank
From 01/01/2012 through 12/31/2012
orted by: Date, Type, Number/Ref

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10/03/2012	dp	Professional Affairs a	EQUIPMENT LEASE	Deposit		X	9,000.00	18,654.95
10/04/2012		safe strap	Supplies		660.00	X		17,994.95
10/08/2012	2930	Cline Company	Repairs:Equipment Re...		292.80	X		17,702.15
10/08/2012	2931	Howard Fabrication	Cost of Goods Sold		800.00	X		16,902.15
10/08/2012	2932	heather painter	Cost of Goods Sold		545.00	X		16,357.15
10/08/2012	2933	fermin olvera	Cost of Goods Sold		150.00	X		16,207.15
10/10/2012	dp	Professional Affairs	EQUIPMENT LEASE	Deposit		X	2,000.00	18,207.15
10/10/2012	dp	Professional Affairs	EQUIPMENT LEASE	Deposit		X	13,500.00	31,707.15
10/10/2012	2934	High-Lite Rides	Repairs:Equipment Re...		17,300.00	X		14,407.15
10/10/2012	2935	Greer State Bank	Loan- Equioment		839.63	X		13,567.52
10/11/2012	2936	larry porter	Cost of Goods Sold		1,000.00	X		12,567.52
10/11/2012	2937	Howard Fabrication	Repairs:Equipment Re...		1,250.00	X		11,317.52
10/15/2012	dp	Professional Affairs	EQUIPMENT LEASE	Deposit		X	10,500.00	21,817.52
10/15/2012	2938	Ryerson	Supplies		1,713.49	X		20,104.03
10/15/2012	2939	Michael Howard	Fuel		2,100.00	X		18,004.03
10/16/2012	2940	danny pettit	Repairs:Equipment Re...		650.00	X		17,354.03
10/16/2012	2941	larry porter	TRUCKING		1,200.00	X		16,154.03
0/17/2012		ABC	Accounts Receivable			X	13,888.20	30,042.23
10/17/2012		Nuera	Repairs:Equipment Re...		837.69	X		29,204.54
10/17/2012		John Deere	Repairs:Equipment Re...		515.85	X		28,688.69
10/17/2012	2942	Howard Fabrication	Repairs:Equipment Re...		2,840.00	X		25,848.69
10/17/2012	2943	Greer State Bank	Loan- Equioment		1,489.40	X		24,359.29
10/17/2012	2944	Greer State Bank	Loan- Equioment		6,144.88	X		18,214.41
10/18/2012	2945	wagner consulting	Licenses and Permits		540.00	X		17,674.41
10/18/2012	2946	Arlene Howard	Office Supplies		400.00	X		17,274.41
10/24/2012	2947	us treasury	Taxes		853.00	X		16,421.41
10/24/2012	2948	larry porter	Equipment Rental		1,190.00	X		15,231.41
10/25/2012		Lowes	Repairs:Building Repairs		196.24	X		15,035.17
10/25/2012		Home Depot	Repairs:Building Repairs		670.32	X		14,364.85
10/26/2012	2949	JOHN RISER	Professional Fees		100.00	X		14,264.85
10/29/2012		Professional Affairs a	Accounts Receivable			X	1,500.00	15,764.85
10/30/2012		fuel	Fuel		1,722.09	X		14,042.76
10/30/2012		red roof inn	Hotel		581.86	X		13,460.90
10/30/2012		jameson inn	Hotel		718.11	X		12,742.79
10/30/2012	2950	Greer State Bank	Loan- Equioment		4,405.58	X		8,337.21
10/31/2012			Fuel	Service Charge	1,004.10	X		7,333.11
11/02/2012	dp	WILL & CRIS AMU...	EQUIPMENT LEASE	Deposit		X	12,141.00	19,474.11
11/02/2012		WILL & CRIS AMU...	Accounts Receivable			X	410.00	19,884.11
1/02/2012		Home Depot	Cost of Goods Sold		241.50	X		19,642.61
11/02/2012		fuel	Fuel		430.80	X		19,211.81

Register: Greer State Bank
From 01/01/2012 through 12/31/2012
)rted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
11/02/2012	2951	verizon	Telephone		410.83	X		18,800.98
11/09/2012	2952	High Lite Rides	Repairs:Equipment Re...	king swing	5,200.00	X		13,600.98
11/12/2012	2953	Laurens Electric	Utilities		400.00	X		13,200.98
11/15/2012	2954	Arlene Howard	Office Supplies		300.00	X		12,900.98
11/16/2012	2955	Greer State Bank	Loan- Equioment		1,563.87	X		11,337.11
11/16/2012	2956	Greer State Bank	Loan- Equioment		434.00	X		10,903.11
11/19/2012	2957	larry porter	Equipment Rental		2,100.00	X		8,803.11
11/19/2012	2958	High Lite Rides	Repairs:Equipment Re...		7,000.00	X		1,803.11
11/27/2012	2959	VILLAGE HOSPITAL	Professional Fees		361.80	X		1,441.31
11/27/2012	2960	spartanburg regional	Professional Fees		132.90	X		1,308.41
11/29/2012		water cannon	Repairs:Equipment Re...		400.70	X		907.71
11/30/2012			Fuel	Service Charge	19.95	X		887.76
12/01/2012		RALEIGH CICIC V...	Accounts Receivable			X	7,200.00	8,087.76
12/01/2012		city of gaffney	Accounts Receivable			X	3,000.00	11,087.76
12/03/2012		NCDOL	Licenses and Permits		385.00	X		10,702.76
12/03/2012	2961	Cash	Fuel		2,000.00	X		8,702.76
12/06/2012	2962	Cline Company	Repairs:Equipment Re...		182.92	X		8,519.84
2/07/2012	2963	fermin olvera	Cost of Goods Sold		300.00	X		8,219.84
12/07/2012	2964	fermin olvera	Cost of Goods Sold		180.00	X		8,039.84
12/07/2012	2965	Arlene Howard	Office Supplies		400.00	X		7,639.84
12/10/2012		WATER CONNON	Repairs:Equipment Re...		87.97	X		7,551.87
12/12/2012	2966	Greer State Bank	Loan- Equioment		1,489.40	X		6,062.47
12/12/2012	2967	Greer State Bank	Loan- Equioment		434.00	X		5,628.47
12/12/2012	2968	Greer State Bank	Loan- Equioment		225.52	X		5,402.95
12/12/2012	2969	Cash	Fuel		500.00	X		4,902.95
12/17/2012	2970	lipscomb concrete	Office Supplies		324.00	X		4,578.95
12/21/2012	dp	High Lite Rides	EQUIPMENT LEASE	Deposit		X	17,310.00	21,888.95
12/21/2012	2971	Haas & Wilkerson	Insurance:Liability Ins...		17,310.00	X		4,578.95
12/21/2012	2972	capital one	Loan- Equioment		206.98	X		4,371.97
12/24/2012		HH GREGG	Office Supplies		582.98	X		3,788.99
12/29/2012	2973	spartanburg regional	Professional Fees		102.92	X		3,686.07
12/29/2012	2974	us treasury	Taxes		239.95	X		3,446.12
12/29/2012	2975	Oren Brady III	Taxes		448.14	X		2,997.98
12/31/2012			Fuel	Service Charge	631.96	X		2,366.02

Register: Greer State Bank
From 01/01/2013 through 12/31/2013
'orted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
01/03/2013		verizon	Telephone		233.96	X		2,132.06
01/10/2013	2976	duke energy	Utilities:Gas and Electric		48.18	X		2,083.88
01/18/2013		bag processors	Cost of Goods Sold		624.17	X		1,459.71
01/22/2013		Tractor Supply	Cost of Goods Sold		188.58	X		1,271.13
01/31/2013			Fuel	Service Charge	176.55	X		1,094.58
02/11/2013	2977	BLUE RIDGE RUR...	Utilities:Water		50.75	X		1,043.83
02/11/2013	2978	duke energy	Utilities:Gas and Electric		132.98	X		910.85
02/11/2013	2979	duke energy	Utilities:Gas and Electric		85.13	X		825.72
02/15/2013	2980	JOHN RISER	Professional Fees		150.00	X		675.72
02/15/2013	2981	rick drummond	Repairs:Equipment Re...		252.00	X		423.72
02/28/2013			Fuel	Service Charge	154.93	X		268.79
03/04/2013		EARTHLINK	Professional Fees		19.95	X		248.84
03/18/2013		verizon	Telephone		236.21	X		12.63
03/31/2013			Fuel	Service Charge	12.00	X		0.63
04/19/2013	dp	High Lite Corp.	Other Income	Deposit		X	500.00	500.63
04/29/2013		Professional Affairs a	Accounts Receivable	timco event		X	2,750.00	3,250.63
04/30/2013			Fuel	Service Charge	12.00	X		3,238.63
05/09/2013		Arlene Howard	Office Supplies		500.00	X		2,738.63
05/15/2013		ABC	Accounts Receivable			X	13,738.20	16,476.83
05/15/2013	dp	ABC	Cost of Goods Sold	Deposit		X	1,000.00	17,476.83
05/15/2013	2983	wagner consulting	Licenses and Permits		1,080.00	X		16,396.83
05/15/2013	2984	Howard Fabrication	Cost of Goods Sold		3,340.00	X		13,056.83
05/29/2013		QT	Fuel		200.00	X		12,856.83
05/30/2013	2985	S&ME	Professional Fees		700.00	X		12,156.83
05/31/2013			Fuel	Service Charge	20.00	X		12,136.83
05/31/2013	2986	S & S	Repairs:Equipment Re...		1,844.44	X		10,292.39
05/31/2013	2987	danny pettit	Repairs:Equipment Re...		400.00	X		9,892.39
05/31/2013	2988	austin march	Professional Fees		400.00	X		9,492.39
05/31/2013	2989	Kaden Painter	Cost of Goods Sold		500.00	X		8,992.39
06/05/2013		TRUCKING START...	Licenses and Permits	TENN	352.00	X		8,640.39
06/07/2013		PILOT	Fuel		385.21	X		8,255.18
06/10/2013		ABC	Accounts Receivable			X	13,738.20	21,993.38
06/10/2013		Professional Affairs a	Accounts Receivable			X	10,000.00	31,993.38
06/10/2013		Sam's	Cost of Goods Sold		912.79	X		31,080.59
06/10/2013	2990	Oren Brady III	Taxes		148.46	X		30,932.13
06/10/2013	2991	void	void					30,932.13
06/10/2013	2992	larry porter	Equipment Rental	tenn	2,000.00	X		28,932.13
06/10/2013	2993	austin march	Professional Fees		350.00	X		28,582.13
06/10/2013	2994	danny pettit	Repairs:Equipment Re...		350.00	X		28,232.13
06/10/2013	2995	Kaden Painter	Cost of Goods Sold		500.00	X		27,732.13

Register: Greer State Bank
From 01/01/2013 through 12/31/2013
orted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
06/10/2013	2996	High Lite Rides	Repairs:Equipment Re...		6,495.00	X		21,237.13
06/10/2013	2997	Cash	Fuel		650.00	X		20,587.13
06/10/2013	2998	JOHN RISER	Professional Fees		225.00	X		20,362.13
06/10/2013	2999	Eddie Howard	Repairs:Equipment Re...		1,260.00	X		19,102.13
06/18/2013		magic	Accounts Receivable			X	3,500.00	22,602.13
06/18/2013		SPEAKS OIL	Fuel		55.00	X		22,547.13
06/19/2013	3000	D & D Motors	Repairs:Equipment Re...		776.53	X		21,770.60
06/19/2013	3001	charles cooper	Repairs:Equipment Re...		4,000.00	X		17,770.60
06/20/2013		TRUCKING START...	Licenses and Permits	VA	327.00	X		17,443.60
06/20/2013	3002	piedmont tire	Repairs:Equipment Re...		1,042.80	X		16,400.80
06/20/2013	3003	S & S Tiire	Repairs:Equipment Re...		1,200.11	X		15,200.69
06/20/2013	3004	austin march	Professional Fees		592.00	X		14,608.69
06/20/2013	3005	danny pettit	Repairs:Equipment Re...		506.00	X		14,102.69
06/20/2013	3006	JOHN RISER	Professional Fees		250.00	X		13,852.69
06/21/2013		SHELL OIL	Fuel		431.42	X		13,421.27
06/24/2013		magic	Accounts Receivable			X	4,500.00	17,921.27
06/25/2013		WEST COAST NET...	Cost of Goods Sold		534.10	X		17,387.17
6/27/2013	3007	Allstate	*Accounts Payable		1,166.40	X		16,220.77
06/28/2013		QT	Fuel		900.00	X		15,320.77
06/28/2013	3008	austin march	Professional Fees		536.00	X		14,784.77
06/28/2013	3009	High Lite Rides	Repairs:Equipment Re...		9,100.00	X		5,684.77
06/28/2013	3010	Greer State Bank	Loan- Equioment		1,468.79	X		4,215.98
07/05/2013	3011	S & S Tiire	Repairs:Equipment Re...		1,149.09	X		3,066.89
07/08/2013	3012	Nuera	Repairs:Equipment Re...		360.29	X		2,706.60
07/16/2013		ABC	Accounts Receivable			X	13,738.20	16,444.80
07/24/2013	3013	Haas & Wilkerson	Insurance:Liability Ins...		5,000.00	X		11,444.80
07/26/2013		magic	Accounts Receivable			X	3,500.00	14,944.80
07/26/2013	3014	Kaden Painter	Cost of Goods Sold		200.00	X		14,744.80
07/26/2013	3015	High Lite Rides	Repairs:Equipment Re...	michaels	6,570.00	X		8,174.80
07/29/2013		WILL & CRIS AMU...	Accounts Receivable	chesnss sc julu...		X	11,500.00	19,674.80
07/29/2013	3016	Greer State Bank	Loan- Equioment		1,468.79	X		18,206.01
07/31/2013		QT	Fuel		1,561.46	X		16,644.55
07/31/2013		Tractor Supply	Cost of Goods Sold		126.10	X		16,518.45
07/31/2013			Fuel	Service Charge	44.83	X		16,473.62
08/01/2013		tool warehouse	Repairs		306.68	X		16,166.94
08/01/2013		hotels .com	Hotel		432.24	X		15,734.70
08/01/2013	3017	TC AMUSEMENTS	Equipment Rental		3,833.00	X		11,901.70
8/01/2013	3018	Kaden Painter	Cost of Goods Sold		500.00	X		11,401.70
08/01/2013	3019	austin march	Professional Fees		200.00	X		11,201.70
08/03/2013	3020	danny pettit	Repairs:Equipment Re...		300.00	X		10,901.70

Register: Greer State Bank
From 01/01/2013 through 12/31/2013
Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
08/10/2013	3021	Oren Brady III	Taxes	bus	42.98	X		10,858.72
08/10/2013	3022	Oren Brady III	Taxes	1930	42.98	X		10,815.74
08/10/2013	3023	Oren Brady III	Taxes	1952	72.98	X		10,742.76
08/10/2013	3024	Oren Brady III	Taxes	1979	72.98	X		10,669.78
08/10/2013	3025	Oren Brady III	Taxes	2008f	413.03	X		10,256.75
08/10/2013	3026	Oren Brady III	Taxes	1938	42.98	X		10,213.77
08/13/2013		charter	Telephone		261.97	X		9,951.80
08/16/2013	3027	Allstate	Insurance		400.00	X		9,551.80
08/21/2013		professional pharmacy	Office Supplies		94.76	X		9,457.04
08/22/2013	3028	Cash	Fuel		600.00	X		8,857.04
08/27/2013		caster corp.	Cost of Goods Sold		390.88	X		8,466.16
08/29/2013		NCDOL	Licenses and Permits		90.00	X		8,376.16
08/30/2013		QT	Fuel		2,212.88	X		6,163.28
08/30/2013	3029	JOHN RISER	Professional Fees		350.00	X		5,813.28
09/03/2013	dp	cross hill	EQUIPMENT LEASE	Deposit		X	4,000.00	9,813.28
09/03/2013	3030	Kaden Painter	Cost of Goods Sold		1,000.00	X		8,813.28
09/04/2013	3031	mikes truck repair	Repairs:Equipment Re...		152.50	X		8,660.78
09/06/2013	3032	Greer State Bank	Loan- Equioment		1,468.79	X		7,191.99
09/16/2013		the inn	Hotel		682.28	X		6,509.71
09/16/2013	3033	darren canupp	Cost of Goods Sold		451.30	X		6,058.41
09/23/2013		econo lodge	Hotel		114.00	X		5,944.41
09/24/2013	3034	Allstate	Insurance		128.50	X		5,815.91
09/30/2013		QT	Fuel		1,355.86	X		4,460.05
09/30/2013		livoniatool	Cost of Goods Sold		237.05	X		4,223.00
09/30/2013			Fuel	Service Charge	73.47	X		4,149.53
09/30/2013	3035	Allstate	Insurance		450.00	X		3,699.53
09/30/2013	3036	Allstate	Insurance		651.22	X		3,048.31
10/03/2013		Lowes	Repairs:Building Repairs		718.24	X		2,330.07
10/03/2013		red roof inn	Hotel		372.34	X		1,957.73
10/03/2013		Tractor Supply	Cost of Goods Sold		351.03	X		1,606.70
10/03/2013	3045	verizon	Telephone		178.52	X		1,428.18
10/15/2013		Professional Affairs a	Accounts Receivable			X	23,000.00	24,428.18
10/15/2013	3037	High-Lite Rides	Equipment repair		3,000.00	X		21,428.18
10/15/2013	3038	Greer State Bank	Loan- Equioment		1,468.79	X		19,959.39
10/15/2013	3039	Greer State Bank	Loan- Equioment		635.32	X		19,324.07
10/18/2013	3040	Kaden Painter	Cost of Goods Sold		1,000.00	X		18,324.07
10/30/2013		QT	Fuel		779.30	X		17,544.77
10/30/2013	3041	Greer State Bank	Loan- Equioment		1,468.79	X		16,075.98
10/30/2013	3042	High-Lite Rides	Cost of Goods Sold		6,138.62	X		9,937.36
10/30/2013	3043	Allstate	Insurance		300.00	X		9,637.36

Register: Greer State Bank
From 01/01/2013 through 12/31/2013
ɔrted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
10/30/2013	3044	Allstate	Insurance		466.00	X		9,171.36
10/31/2013			Fuel	Service Charge	620.11	X		8,551.25
11/04/2013		Lowes	Repairs:Building Repairs		76.85	X		8,474.40
11/08/2013		QT	Fuel		489.25	X		7,985.15
11/18/2013		GREYHOUND LINES	Travel & Ent		170.50	X		7,814.65
11/18/2013		SUPER 8	Hotel		48.35	X		7,766.30
11/18/2013	3045	Haas & Wilkerson	Insurance:Liability Ins...		7,000.00	X		766.30
11/20/2013		verizon	Telephone		364.77	X		401.53
11/22/2013		verizon	Telephone		591.06	X		-189.53
11/27/2013		FLOW CONVEYOR	Cost of Goods Sold		976.30	X		-1,165.83
11/27/2013		FLOW CONVEYOR	Cost of Goods Sold		54.00	X		-1,219.83
11/30/2013	dp	Howard Fabrication	Other Income	Deposit		X	1,500.00	280.17
11/30/2013			Fuel	Service Charge	19.99	X		260.18
12/09/2013		RALEIGH CICIC V...	Accounts Receivable			X	4,250.00	4,510.18
12/09/2013		city of gaffney	Accounts Receivable			X	3,000.00	7,510.18
12/09/2013	3046	Haas & Wilkerson	Insurance:Liability Ins...		3,339.44	X		4,170.74
12/09/2013	3047	Duke Power	Utilities		653.01	X		3,517.73
2/10/2013	3048	Michael Howard	Fuel		500.00	X		3,017.73
12/10/2013	3049	Kaden Painter	Cost of Goods Sold		1,500.00	X		1,517.73
12/19/2013		QT	Fuel		522.00	X		995.73
12/20/2013	3050	Michael Howard	Fuel		450.00	X		545.73
12/20/2013	3051	danny pettit	Repairs:Equipment Re...		75.00	X		470.73
12/20/2013	3052	Howard Foster	Cost of Goods Sold		250.00	X		220.73
12/23/2013		Lowes	Repairs:Building Repairs		65.86	X		154.87
12/29/2013		QT	Fuel		95.50	X		59.37
12/31/2013			Fuel	Service Charge	58.21	X		1.16

Register: Greer State Bank
From 01/01/2014 through 06/30/2014
Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
01/31/2014			Fuel	Service Charge	31.99	X		-30.83
02/28/2014			Fuel	Service Charge	17.06	X		-47.89
03/14/2014	dp	High Lite Corp.	Other Income	Deposit		X	620.00	572.11
03/31/2014			Fuel	Service Charge	32.08	X		540.03
04/30/2014			Fuel	Service Charge	12.00	X		528.03
05/29/2014		michael's enterprises	Accounts Receivable				6,000.00	6,528.03
05/29/2014	3053	Cash	Fuel		3,000.00			3,528.03
06/05/2014	3054	S&ME	Professional Fees		420.00			3,108.03
06/05/2014	3055	THE WAGNER CO...	Licenses and Permits		905.00			2,203.03
06/05/2014	To Print	S&ME	*Accounts Payable		420.00			1,783.03
06/05/2014	To Print	THE WAGNER CO...	*Accounts Payable		905.00			878.03
06/12/2014		WILL & CRIS AMU...	Accounts Receivable				1,600.00	2,478.03
06/20/2014	3056	darren canupp	Cost of Goods Sold		1,600.00			878.03
06/30/2014		magic	Accounts Receivable				4,500.00	5,378.03
06/30/2014	3057	Cash	Fuel		1,500.00			3,878.03
06/30/2014	3058	Arlene Howard	Office Supplies		381.80			3,496.23



MGR Rides
Custom Transaction Detail Report
July 1, 2014 through May 27, 2015

Type	Date	Num	Name	Memo	Account	Clr	Split	Amount	Balance
Jul 1, '14 - May 27, 15									
Check	07/01/2014	3059	Ted Martin		Greer State Bank	X	Supplies	-2,075.00	-2,075.00
Check	07/01/2014	3059	Ted Martin		Supplies		Greer State Bank	2,075.00	0.00
Check	07/07/2014		batteries plus		Greer State Bank	X	Cost of Goods ...	-95.38	-95.38
Check	07/07/2014		batteries plus		Cost of Goods Sold		Greer State Bank	95.38	0.00
Check	07/07/2014		QT		Greer State Bank	X	Fuel	-100.00	-100.00
Check	07/07/2014		QT		Fuel		Greer State Bank	100.00	0.00
Check	07/07/2014		harbor freight		Greer State Bank	X	Cost of Goods ...	-200.08	-200.08
Check	07/07/2014		harbor freight		Cost of Goods Sold		Greer State Bank	200.08	0.00
Check	07/08/2014		Lowes		Greer State Bank	X	Building Repairs	-283.56	-283.56
Check	07/08/2014		Lowes		Building Repairs		Greer State Bank	283.56	0.00
Check	07/09/2014		Spinx		Greer State Bank	X	Fuel	-109.00	-109.00
Check	07/09/2014		Spinx		Fuel		Greer State Bank	109.00	0.00
Invoice	07/15/2014	7099	Professional Affairs a		Accounts Receivable		EQUIPMENT L...	10,500.00	10,500.00
Invoice	07/15/2014	7099	Professional Affairs a	swing, boat , c...	EQUIPMENT LEASE		Accounts Recei...	-10,500.00	0.00
Payment	07/15/2014	34227	Professional Affairs a		Greer State Bank	X	Accounts Recei...	10,500.00	10,500.00
Payment	07/15/2014	34227	Professional Affairs a		Accounts Receivable		Greer State Bank	-10,500.00	0.00
Bill	07/17/2014	316401	UED		*Accounts Payable		Supplies	-132.57	-132.57
Bill	07/17/2014	316401	UED		Supplies		*Accounts Paya...	132.57	0.00
Check	07/17/2014		TRUCKING START-...		Greer State Bank	X	Licenses and P...	-312.00	-312.00
Check	07/17/2014		TRUCKING START-...		Licenses and Permits		Greer State Bank	312.00	0.00
Check	07/18/2014	3060	kayla howard		Greer State Bank	X	Office Supplies	-296.00	-296.00
Check	07/18/2014	3060	kayla howard		Office Supplies		Greer State Bank	296.00	0.00
Check	07/18/2014	3061	High Lite Rides		Greer State Bank	X	Equipment Rep...	-3,542.00	-3,542.00
Check	07/18/2014	3061	High Lite Rides		Equipment Repairs		Greer State Bank	3,542.00	0.00
Check	07/18/2014	3062	High Lite Corp.		Greer State Bank	X	Equipment Rep...	-1,250.00	-1,250.00
Check	07/18/2014	3062	High Lite Corp.		Equipment Repairs		Greer State Bank	1,250.00	0.00
Check	07/18/2014		Home Depot		Greer State Bank	X	Cost of Goods ...	-225.40	-225.40
Check	07/18/2014		Home Depot		Cost of Goods Sold		Greer State Bank	225.40	0.00
Invoice	07/21/2014	7100	magic		Accounts Receivable		-SPLIT-	8,500.00	8,500.00
Invoice	07/21/2014	7100	magic	Ferris Wheel ...	EQUIPMENT LEASE		Accounts Recei...	-3,500.00	5,000.00
Invoice	07/21/2014	7100	magic	hustler ride	Sales		Accounts Recei...	-5,000.00	0.00
Payment	07/21/2014	29259	magic		Greer State Bank	X	Accounts Recei...	8,500.00	8,500.00
Payment	07/21/2014	29259	magic		Accounts Receivable		Greer State Bank	-8,500.00	0.00
Check	07/21/2014		h & w repair		Greer State Bank	X	Equipment Rep...	-369.00	-369.00
Check	07/21/2014		h & w repair		Equipment Repairs		Greer State Bank	369.00	0.00
Check	07/22/2014	3063	James Malcom		Greer State Bank	X	Cost of Goods ...	-250.00	-250.00
Check	07/22/2014	3063	James Malcom		Cost of Goods Sold		Greer State Bank	250.00	0.00
Check	07/22/2014	3064	Kaden Painter		Greer State Bank	X	Cost of Goods ...	-1,500.00	-1,500.00
Check	07/22/2014	3064	Kaden Painter		Cost of Goods Sold		Greer State Bank	1,500.00	0.00
Check	07/22/2014	3065	Haas & Wilkerson		Greer State Bank	X	Liability Insuran...	-7,000.00	-7,000.00
Check	07/22/2014	3065	Haas & Wilkerson		Liability Insurance		Greer State Bank	7,000.00	0.00
Check	07/22/2014	3066	Greer State Bank		Greer State Bank	X	Loan- Equioment	-1,542.22	-1,542.22
Check	07/22/2014	3066	Greer State Bank		Loan- Equioment		Greer State Bank	1,542.22	0.00
Check	07/25/2014	3067	Howard Fabrication		Greer State Bank	X	Equipment Rep...	-2,150.00	-2,150.00
Check	07/25/2014	3067	Howard Fabrication		Equipment Repairs		Greer State Bank	2,150.00	0.00
Check	07/25/2014		QT		Greer State Bank	X	Fuel	-100.00	-100.00
Check	07/25/2014		QT		Fuel		Greer State Bank	100.00	0.00
Check	07/25/2014		QT		Greer State Bank	X	Fuel	-100.00	-100.00
Check	07/25/2014		QT		Fuel		Greer State Bank	100.00	0.00
Check	08/07/2014		QT		Greer State Bank	X	Fuel	-92.00	-92.00
Check	08/07/2014		QT		Fuel		Greer State Bank	92.00	0.00
Check	08/11/2014	3068	Oren Brady III		Greer State Bank	X	Taxes	-67.01	-67.01
Check	08/11/2014	3068	Oren Brady III		Taxes		Greer State Bank	67.01	0.00
Check	08/11/2014	3069	Oren Brady III		Greer State Bank	X	Taxes	-67.01	-67.01
Check	08/11/2014	3069	Oren Brady III		Taxes		Greer State Bank	67.01	0.00
Check	08/11/2014	3070	Oren Brady III		Greer State Bank	X	Taxes	-67.01	-67.01
Check	08/11/2014	3070	Oren Brady III		Taxes		Greer State Bank	67.01	0.00
Check	08/11/2014	3071	Oren Brady III		Greer State Bank	X	Taxes	-43.01	-43.01
Check	08/11/2014	3071	Oren Brady III		Taxes		Greer State Bank	43.01	0.00
Check	08/20/2014		walmart		Greer State Bank	X	Cost of Goods ...	-24.81	-24.81
Check	08/20/2014		walmart		Cost of Goods Sold		Greer State Bank	24.81	0.00
Check	09/05/2014		NCDOL		Greer State Bank	X	Licenses and P...	-135.00	-135.00
Check	09/05/2014		NCDOL		Licenses and Permits		Greer State Bank	135.00	0.00
Deposit	09/12/2014	dp	High Lite Corp.	Deposit	Greer State Bank	X	Other Income	4,500.00	4,500.00
Deposit	09/12/2014	dp	High Lite Corp.	Deposit	Other Income		Greer State Bank	-4,500.00	0.00
Check	09/12/2014	3072	Haas & Wilkerson		Greer State Bank	X	Liability Insuran...	-4,442.00	-4,442.00
Check	09/12/2014	3072	Haas & Wilkerson		Liability Insurance		Greer State Bank	4,442.00	0.00
Check	09/30/2014			Service Charge	Greer State Bank	X	Fuel	-12.00	-12.00
Check	09/30/2014			Service Charge	Fuel		Greer State Bank	12.00	0.00
Check	10/31/2014			Service Charge	Greer State Bank	X	Fuel	-12.00	-12.00
Check	10/31/2014			Service Charge	Fuel		Greer State Bank	12.00	0.00
Check	11/30/2014			Service Charge	Greer State Bank	X	Fuel	-12.00	-12.00
Check	11/30/2014			Service Charge	Fuel		Greer State Bank	12.00	0.00
Invoice	12/02/2014	7101	city of gaffney		Accounts Receivable		EQUIPMENT L...	3,200.00	3,200.00
Invoice	12/02/2014	7101	city of gaffney	Carousel even...	EQUIPMENT LEASE		Accounts Recei...	-3,200.00	0.00
Payment	12/09/2014		city of gaffney		Greer State Bank	X	Accounts Recei...	3,200.00	3,200.00
Payment	12/09/2014		city of gaffney		Accounts Receivable		Greer State Bank	-3,200.00	0.00
Check	12/31/2014	3073	Fun Rides and Picnics		Greer State Bank	X	Equipment Ren...	-2,500.00	-2,500.00
Check	12/31/2014	3073	Fun Rides and Picnics		Equipment Rental		Greer State Bank	2,500.00	0.00
Check	12/31/2014	3074	scdnr		Greer State Bank	X	Taxes	-30.00	-30.00
Check	12/31/2014	3074	scdnr		Taxes		Greer State Bank	30.00	0.00
Check	12/31/2014	3075	scdnr		Greer State Bank	X	Taxes	-30.00	-30.00
Check	12/31/2014	3075	scdnr		Taxes		Greer State Bank	30.00	0.00
Check	12/31/2014	3076	Oren Brady III		Greer State Bank	X	Taxes	-286.53	-286.53
Check	12/31/2014	3076	Oren Brady III		Taxes		Greer State Bank	286.53	0.00
Check	03/25/2015	3077	hagerty		Greer State Bank	X	Insurance	-439.00	-439.00
Check	03/25/2015	3077	hagerty		Insurance		Greer State Bank	439.00	0.00
Check	03/25/2015	3078	Haas & Wilkerson		Greer State Bank	X	Liability Insuran...	-500.00	-500.00
Check	03/25/2015	3078	Haas & Wilkerson		Liability Insurance		Greer State Bank	500.00	0.00

MGR Rides
Custom Transaction Detail Report
July 1, 2014 through May 27, 2015

Type	Date	Num	Name	Memo	Account	Clr	Split	Amount	Balance
Check	04/30/2015			Service Charge	Greer State Bank	X	Fuel	-12.00	-12.00
Check	04/30/2015			Service Charge	Fuel		Greer State Bank	12.00	0.00
Jul 1, '14 - May 27, 15								0.00	0.00

Register: Greer State Bank
From 05/27/2015 through 10/30/2015
Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
05/31/2015			Fuel	Service Charge	12.00	X		753.69
06/18/2015	3079	wagner consulting	Licenses and Permits		675.00	X		78.69
06/18/2015	3080	SC Dept. of LLR	Licenses and Permits		175.00	X		-96.31
06/22/2015		Professional Affairs a	Accounts Receivable			X	10,000.00	9,903.69
06/24/2015	1078	Jason Malcolm	TRUCKING	to tenn	952.00	X		8,951.69
06/29/2015		fork lift equipment	Repairs:Equipment Re...		117.10	X		8,834.59
06/29/2015	3082	Duggan & Hughes, L...	Personal Expense	lawer	3,000.00	X		5,834.59
07/07/2015		QT	Fuel		66.50	X		5,768.09
07/08/2015	3083	A LLIED SPECIAL...	Insurance:Liability Ins...		1,980.00	X		3,788.09
07/09/2015		QT	Fuel		298.00	X		3,490.09
07/10/2015		motor carrer serv	Cost of Goods Sold		163.98	X		3,326.11
07/13/2015		comdata	Fuel		61.50	X		3,264.61
07/13/2015		marathon	Fuel		75.75	X		3,188.86
07/14/2015		Professional Affairs a	Accounts Receivable			X	27,000.00	30,188.86
07/14/2015		EARTHLINK	Professional Fees		49.90	X		30,138.96
07/14/2015		SUPER 8	Hotel		525.36	X		29,613.60
07/14/2015	3084	Allstate	*Accounts Payable		543.20	X		29,070.40
07/14/2015	3085	Haas & Wilkerson	Insurance:Liability Ins...		1,330.76	X		27,739.64
07/14/2015	3086	michael's enterprises	Equipment Rental		13,500.00	X		14,239.64
07/16/2015		magic	Accounts Receivable			X	4,500.00	18,739.64
07/16/2015		QT	Fuel		364.00	X		18,375.64
07/16/2015	3087	Kaden Painter	Cost of Goods Sold		1,500.00	X		16,875.64
07/18/2015		quality inn	Hotel		84.58	X		16,791.06
07/22/2015		texas metal	Repairs:Equipment Re...		507.77	X		16,283.29
07/24/2015	3088	Duggan & Hughes, L...	Personal Expense	lawer	10,000.00	X		6,283.29
07/24/2015	3089	Cash	Fuel		1,000.00	X		5,283.29
07/24/2015	3090	A LLIED SPECIAL...	Insurance:Liability Ins...		2,029.50	X		3,253.79
07/26/2015		WILL & CRIS AMU...	Accounts Receivable			X	11,500.00	14,753.79
07/26/2015	3091	darren kanesky	Equipment Rental	5000.00-3250=...	1,750.00	X		13,003.79
07/27/2015		QT	Fuel		68.00	X		12,935.79
07/27/2015		QT	Fuel		77.00	X		12,858.79
07/27/2015		QT	Fuel		100.00	X		12,758.79
07/27/2015	3092	heather painter	Cost of Goods Sold		500.00	X		12,258.79
07/28/2015	3093	Marie's Permitting Se...	*Accounts Payable		105.00	X		12,153.79
07/30/2015	3094	D & D Motors	Repairs:Equipment Re...		1,123.95	X		11,029.84
07/31/2015	3095	Greer State Bank	Loan- Equiomont		1,468.79	X		9,561.05
08/01/2015		QT	Fuel		67.00	X		9,494.05
08/01/2015		QT	Fuel		70.00	X		9,424.05
08/03/2015		Tractor Supply	Cost of Goods Sold		142.18	X		9,281.87
08/03/2015		EARTHLINK	Professional Fees		24.95	X		9,256.92

Register: Greer State Bank
From 05/27/2015 through 10/30/2015
Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
08/03/2015		Home Depot	Cost of Goods Sold		346.32	X		8,910.60
08/04/2015		ELJALISCO	Travel & Ent		32.29	X		8,878.31
08/04/2015	3096	jerry cox	Repairs:Equipment Re...		3,300.00	X		5,578.31
08/04/2015	3097	Allstate	ALLSTATE		543.20	X		5,035.11
08/08/2015	3098	Upstate Diesel	Repairs:Equipment Re...		1,762.48	X		3,272.63
08/10/2015		QT	Fuel		61.00	X		3,211.63
08/10/2015		QT	Fuel		65.00	X		3,146.63
08/10/2015		QT	Fuel		100.00	X		3,046.63
08/11/2015		QT	Fuel		73.00	X		2,973.63
08/14/2015	3099	101 Alternator	Repairs:Equipment Re...		181.00	X		2,792.63
08/14/2015	3100	FLEET PRIDE	Repairs:Equipment Re...		580.81	X		2,211.82
08/18/2015	3101	S&ME	Professional Fees		280.00	X		1,931.82
08/19/2015	3102	FLEET PRIDE	Repairs:Equipment Re...		716.61	X		1,215.21
09/02/2015		EARTHLINK	Professional Fees		24.95	X		1,190.26
09/11/2015		NCDOL	Licenses and Permits		225.00	X		965.26
09/14/2015		QT	Fuel		58.00	X		907.26
09/17/2015	3103	Allstate	Insurance		543.20	X		364.06
09/17/2015	3104	Oren Brady III	Taxes		43.14	X		320.92
09/17/2015	3105	Oren Brady III	Taxes		43.14	X		277.78
09/17/2015	3106	Oren Brady III	Taxes		43.14	X		234.64
09/17/2015	3107	Oren Brady III	Taxes		74.14	X		160.50
09/21/2015		allied electronics	Cost of Goods Sold		217.78	X		-57.28
09/21/2015		QT	Fuel		41.50	X		-98.78
09/29/2015	dp	Michael Howard	Other Income	need money ca...		X	500.00	401.22
09/30/2015			Fuel	Service Charge	88.00	X		313.22
10/22/2015	dp	Michael Howard	Other Income	to pay ins			4,000.00	4,313.22
10/22/2015	3108	A LLIED SPECIAL...	Insurance:Liability Ins...		4,009.78			303.44

Cash Events of MGR Rides, LLC

	DATE OF LEDGER DEPOSIT	EVENT	ESTIMATED CASH PAYMENT	TOTAL
1	October 2010	Fall for Greenville	$11,000.00	**$11,000.00**
2	2011	Hodges, SC	$7,500.00	**$7,500.00**
3	2011	Spartanburg Spring Fling	$12,000.00	**$12,000.00**
4	October 2012	Fall for Greenville	$11,000.00	**$11,000.00**
5	2012	Festival in the Park	$11,000.00	**$11,000.00**
6	2013	Freedom Weekend Aloft	$15,000.00	**$15,000.00**
7	2013	Cowpens	$6,000.00	**$6,000.00**
8	August 2013	Ed Brown Rodeo	$10,000.00	**$10,000.00**
9	2013	Hodges, SC	$7,500.00	**$7,500.00**
10	August 2014	Ed Brown Rodeo	$10,000.00	**$10,000.00**
11	2014	Cowpens	$6,000.00	**$6,000.00**
12	August 2015	Ed Brown Rodeo	$10,000.00	**$10,000.00**
13	2015	Cowpens	$6,000.00	**$6,000.00**
	TOTAL		**$ 123,000.00**	

PLAINTIFF'S EXHIBIT 4 11.9.15

PENGAD 800-631-6989

PENGAD 800-631-6989
PLAINTIFF'S EXHIBIT
6
11-9-15

MGR Rides
Profit & Loss
January through December 2010

	Jan - Dec 10
Ordinary Income/Expense	
Income	
EQUIPMENT LEASE	165,903.95
Equipment repair	0.00
Sales	6,850.00
Total Income	172,753.95
Cost of Goods Sold	
Cost of Goods Sold	8,415.50
Total COGS	8,415.50
Gross Profit	164,338.45
Expense	
Automobile Expense	6,155.00
Bank Service Charges	533.31
Depreciation Expense	15,000.00
DIESEL GENERATORS	0.00
Equipment Rental	33,998.94
Fuel	21,373.12
Insurance	
Liability Insurance	20,312.19
Insurance - Other	8,293.32
Total Insurance	28,605.51
Licenses and Permits	250.00
Loan- Equioment	0.00
Professional Fees	10,852.02
Rent	24,000.00
Repairs	
Equipment Repairs	16,781.14
Total Repairs	16,781.14
Supplies	4,657.70
Taxes	1,556.83
Telephone	200.00
Truck Payment	0.00
TRUCKING	0.00
Utilities	
Gas and Electric	247.90
Total Utilities	247.90
Total Expense	164,211.47
Net Ordinary Income	126.98
Other Income/Expense	
Other Income	
Other Income	0.00
Total Other Income	0.00
Other Expense	
Loan	0.00
Total Other Expense	0.00
Net Other Income	0.00
Net Income	**126.98**

MGR Rides
Profit & Loss
January through December 2011

	Jan - Dec 11
Ordinary Income/Expense	
Income	
deposit correction	3,000.00
EQUIPMENT LEASE	183,774.53
Equipment repair	0.00
Sales	24,882.50
Total Income	211,657.03
Cost of Goods Sold	
Cost of Goods Sold	28,924.69
Total COGS	28,924.69
Gross Profit	182,732.34
Expense	
Automobile Expense	0.00
Equipment Rental	53,495.18
Fuel	34,933.83
Hotel	1,525.48
Insurance	
Liability Insurance	10,000.00
Insurance - Other	5,674.41
Total Insurance	15,674.41
Licenses and Permits	409.00
Loan- Equioment	0.00
Office Supplies	6,326.98
Personal Expense	0.00
Professional Fees	1,391.92
Rent	24,000.00
Repairs	
Building Repairs	930.00
Equipment Repairs	23,052.00
Repairs - Other	2,420.00
Total Repairs	26,402.00
Supplies	13,974.60
Taxes	778.00
Telephone	191.86
Truck Payment	0.00
TRUCKING	0.00
Uncategorized Expenses	0.00
void	0.00
Total Expense	179,103.26
Net Ordinary Income	3,629.08
Other Income/Expense	
Other Income	
Interest Income	0.00
Other Income	0.00
Total Other Income	0.00
Net Other Income	0.00
Net Income	**3,629.08**

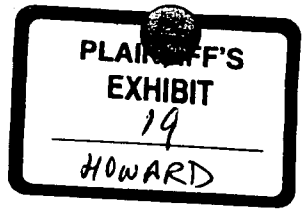
MGR Rides
Profit & Loss
January through December 2012

	Jan - Dec 12
Ordinary Income/Expense	
Income	
EQUIPMENT LEASE	188,978.70
Sales	1,885.00
Total Income	190,863.70
Cost of Goods Sold	
Cost of Goods Sold	42,580.28
Total COGS	42,580.28
Gross Profit	148,283.42
Expense	
Dues and Subscriptions	543.48
Equipment Rental	24,655.00
Fuel	23,559.49
Hotel	1,299.97
Insurance	
Liability Insurance	21,310.00
Insurance - Other	1,536.74
Total Insurance	22,846.74
Licenses and Permits	1,515.00
Loan- Equioment	0.00
Office Supplies	5,195.06
Professional Fees	4,865.72
refund	0.00
Rent	24,000.00
Repairs	
Building Repairs	3,140.06
Equipment Repairs	10,872.94
Total Repairs	14,013.00
Supplies	17,864.00
Taxes	2,702.01
Telephone	672.55
TRUCKING	0.00
Utilities	
Gas and Electric	331.52
Utilities - Other	400.00
Total Utilities	731.52
Total Expense	144,463.54
Net Ordinary Income	3,819.88
Other Income/Expense	
Other Income	
Interest Income	0.00
Other Income	0.00
Total Other Income	0.00
Net Other Income	0.00
Net Income	3,819.88

MGR Rides
Profit & Loss
January through December 2013

	Jan - Dec 13
Ordinary Income/Expense	
Income	
EQUIPMENT LEASE	98,714.60
Equipment repair	0.00
Sales	14,500.00
Total Income	113,214.60
Cost of Goods Sold	
Cost of Goods Sold	32,308.05
Total COGS	32,308.05
Gross Profit	80,906.55
Expense	
Depreciation Expense	8,000.00
Equipment Rental	5,812.00
Fuel	12,379.97
Hotel	1,649.21
Insurance	
Liability Insurance	15,339.44
Insurance - Other	3,562.12
Total Insurance	18,901.56
Licenses and Permits	1,849.00
Loan- Equioment	0.00
Office Supplies	594.76
Professional Fees	3,772.95
Repairs	
Building Repairs	860.95
Equipment Repairs	6,525.90
Repairs - Other	306.68
Total Repairs	7,693.53
Supplies	18,775.00
Taxes	836.39
Telephone	1,866.49
Travel & Ent	170.50
Utilities	
Gas and Electric	266.29
Water	50.75
Utilities - Other	653.01
Total Utilities	970.05
void	0.00
Total Expense	83,271.41
Net Ordinary Income	-2,364.86
Other Income/Expense	
Other Income	
Other Income	0.00
Total Other Income	0.00
Net Other Income	0.00
Net Income	-2,364.86

MGR Rides
Profit & Loss Detail
July 1, 2014 through May 27, 2015



Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
Ordinary Income/Expense								
Income								
EQUIPMENT LEASE								
Invoice	07/15/2014	7099	Professional Affairs a	swing, boat , ...		Accounts Rece...	10,500.00	10,500.00
Invoice	07/21/2014	7100	magic	Ferris Wheel ...		Accounts Rece...	3,500.00	14,000.00
Invoice	12/02/2014	7101	city of gaffney	Carousel eve...		Accounts Rece...	3,200.00	17,200.00
Total EQUIPMENT LEASE							17,200.00	17,200.00
Sales								
Invoice	07/21/2014	7100	magic	hustler ride		Accounts Rece...	5,000.00	5,000.00
Total Sales							5,000.00	5,000.00
Total Income							22,200.00	22,200.00
Cost of Goods Sold								
Cost of Goods Sold								
Check	07/07/2014		batteries plus			Greer State Ba...	95.38	95.38
Check	07/07/2014		harbor freight			Greer State Ba...	200.08	295.46
Check	07/18/2014		Home Depot			Greer State Ba...	225.40	520.86
Check	07/22/2014	3063	James Malcom			Greer State Ba...	250.00	770.86
Check	07/22/2014	3064	Kaden Painter			Greer State Ba...	1,500.00	2,270.86
Check	08/20/2014		walmart			Greer State Ba...	24.81	2,295.67
Total Cost of Goods Sold							2,295.67	2,295.67
Total COGS							2,295.67	2,295.67
Gross Profit							19,904.33	19,904.33
Expense								
Equipment Rental								
Check	12/31/2014	3073	Fun Rides and Picnics			Greer State Ba...	2,500.00	2,500.00
Total Equipment Rental							2,500.00	2,500.00
Fuel								
Check	07/07/2014		QT			Greer State Ba...	100.00	100.00
Check	07/09/2014		Spinx			Greer State Ba...	109.00	209.00
Check	07/25/2014		QT			Greer State Ba...	100.00	309.00
Check	07/25/2014		QT			Greer State Ba...	100.00	409.00
Check	08/07/2014		QT			Greer State Ba...	92.00	501.00
Check	09/30/2014			Service Charge		Greer State Ba...	12.00	513.00
Check	10/31/2014			Service Charge		Greer State Ba...	12.00	525.00
Check	11/30/2014			Service Charge		Greer State Ba...	12.00	537.00
Check	04/30/2015			Service Charge		Greer State Ba...	12.00	549.00
Total Fuel							549.00	549.00
Insurance								



MGR Rides
Profit & Loss Detail
July 1, 2014 through May 27, 2015

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
Liability Insurance								
Check	07/22/2014	3065	Haas & Wilkerson			Greer State Ba...	7,000.00	7,000.00
Check	09/12/2014	3072	Haas & Wilkerson			Greer State Ba...	4,442.00	11,442.00
Check	03/25/2015	3078	Haas & Wilkerson			Greer State Ba...	500.00	11,942.00
Total Liability Insurance							11,942.00	11,942.00
Insurance - Other								
Check	03/25/2015	3077	hagerty			Greer State Ba...	439.00	439.00
Total Insurance - Other							439.00	439.00
Total Insurance							12,381.00	12,381.00
Licenses and Permits								
Check	07/17/2014		TRUCKING START-...			Greer State Ba...	312.00	312.00
Check	09/05/2014		NCDOL			Greer State Ba...	135.00	447.00
Total Licenses and Permits							447.00	447.00
Loan- Equioment								
Check	07/22/2014	3066	Greer State Bank			Greer State Ba...	1,542.22	1,542.22
Total Loan- Equioment							1,542.22	1,542.22
Office Supplies								
Check	07/18/2014	3060	kayla howard			Greer State Ba...	296.00	296.00
Total Office Supplies							296.00	296.00
Repairs								
Building Repairs								
Check	07/08/2014		Lowes			Greer State Ba...	283.56	283.56
Total Building Repairs							283.56	283.56
Equipment Repairs								
Check	07/18/2014	3061	High Lite Rides			Greer State Ba...	3,542.00	3,542.00
Check	07/18/2014	3062	High Lite Corp.			Greer State Ba...	1,250.00	4,792.00
Check	07/21/2014		h & w repair			Greer State Ba...	369.00	5,161.00
Check	07/25/2014	3067	Howard Fabrication			Greer State Ba...	2,150.00	7,311.00
Total Equipment Repairs							7,311.00	7,311.00
Total Repairs							7,594.56	7,594.56
Supplies								
Check	07/01/2014	3059	Ted Martin			Greer State Ba...	2,075.00	2,075.00
Bill	07/17/2014	316401	UED			*Accounts Pay...	132.57	2,207.57
Total Supplies							2,207.57	2,207.57

MGR Rides
Profit & Loss Detail
July 1, 2014 through May 27, 2015

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
Taxes								
Check	08/11/2014	3068	Oren Brady III			Greer State Ba...	67.01	67.01
Check	08/11/2014	3069	Oren Brady III			Greer State Ba...	67.01	134.02
Check	08/11/2014	3070	Oren Brady III			Greer State Ba...	67.01	201.03
Check	08/11/2014	3071	Oren Brady III			Greer State Ba...	43.01	244.04
Check	12/31/2014	3074	scdnr			Greer State Ba...	30.00	274.04
Check	12/31/2014	3075	scdnr			Greer State Ba...	30.00	304.04
Check	12/31/2014	3076	Oren Brady III			Greer State Ba...	286.53	590.57
Total Taxes							590.57	590.57
Total Expense							28,107.92	28,107.92
Net Ordinary Income							-8,203.59	-8,203.59
Other Income/Expense								
Other Income								
Other Income								
Deposit	09/12/2014	dp	High Lite Corp.	Deposit		Greer State Ba...	4,500.00	4,500.00
Total Other Income							4,500.00	4,500.00
Total Other Income							4,500.00	4,500.00
Net Other Income							4,500.00	4,500.00
Net Income							**-3,703.59**	**-3,703.59**

P. 297

MGR Rides
Profit & Loss
May 27 through October 30, 2015

	May 27 - Oct 30, 15
Ordinary Income/Expense	
Income	
EQUIPMENT LEASE	27,000.00
Sales	26,000.00
Total Income	53,000.00
Cost of Goods Sold	
Cost of Goods Sold	2,870.26
Total COGS	2,870.26
Gross Profit	50,129.74
Expense	
Equipment Rental	15,250.00
Fuel	2,746.25
Hotel	609.94
Insurance	
Liability Insurance	9,350.04
Insurance - Other	1,629.60
Total Insurance	10,979.64
Licenses and Permits	1,180.00
Loan- Equioment	1,468.79
Personal Expense	13,000.00
Professional Fees	379.80
Repairs	
Equipment Repairs	8,289.72
Total Repairs	8,289.72
Taxes	203.56
Travel & Ent	32.29
TRUCKING	952.00
Total Expense	55,091.99
Net Ordinary Income	-4,962.25
Other Income/Expense	
Other Income	
Other Income	4,500.00
Total Other Income	4,500.00
Net Other Income	4,500.00
Net Income	-462.25

GREER STATE BANK

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000 00001 01
ACCOUNT: [redacted]
DOCUMENTS: 15

PAGE: 1
01/29/2010

TOTAL INCOME: 158,920.62



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13

MGR RIDES, LLC
472 PEARSON RD
GREER SC 29651-9031

SMALL BUSINESS CKG ACCOUNT [redacted]

		LAST STATEMENT 12/31/09	473.83
		2 CREDITS	27,500.00
MINIMUM BALANCE	2,227.51	27 DEBITS	13,555.84
AVG AVAILABLE BALANCE	3,415.77	THIS STATEMENT 01/29/10	14,417.99

DEPOSITS

REF #.....DATE.....AMOUNT	REF #.....DATE.....AMOUNT	REF #.....DATE.....AMOUNT
01/04 12,500.00	01/29 15,000.00	

CHECKS

CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT
*01/04 6,000.00	2624 01/14 47.70	2629 01/29 745.06
2600*01/07 100.00	2625 01/11 244.00	2630 01/29 573.57
2621 01/04 1,489.40	2626 01/11 150.00	2631 01/29 1,489.40
2622 01/13 291.70	2627 01/12 300.00	
2623 01/13 234.13	2628 01/19 300.00	

(*) INDICATES A GAP IN CHECK NUMBER SEQUENCE

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
32603 PINLESS PURCHAS WWW*EARTHLINK.NET 800-719-4660 GA WWW*EARTHLINK.NE	01/04	19.95
0054 PINLESS PURCHAS TRACTOR SUPPLY #747 GREER SC TRACTOR SUPPLY #747	01/05	42.39
25741 PINLESS PURCHAS THE GREENVILLE NEWS 864-298-4877 SC THE GREENVILLE	01/08	16.46
28028 PINLESS PURCHAS HOTTOPIC.COM 800-892-8674 CA HOTTOPIC.COM	01/08	641.23
25113 PINLESS PURCHAS SPINX #190 TAYLORS SC SPINX #190 001124710021	01/12	53.75
2533 PINLESS PURCHAS W.E WILLIAS #4 GREER SC W.E WILLIAS #4	01/14	82.00
30130 PINLESS PURCHAS HERFF JONES YEARBOOK I 866-750-1367 KS HERFF JONES	01/14	82.75

* * * C O N T I N U E D * * *

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01/29/2010

MGR RIDES, LLC

SMALL BUSINESS CKG ACCOUNT [redacted]

- - - - - - - - - OTHER DEBITS - - - - - - - - -

DESCRIPTION	DATE	AMOUNT
19417 PINLESS PURCHAS VZWRLSS*PREPAID OT 888-294-6804 CA VZWRLSS*PREPAID	01/19	31.80
4117 PINLESS PURCHAS SPINX #121 GREER SC SPINX #121 001721710031	01/19	46.55
1524 PINLESS PURCHAS SPINX #121 GREER SC SPINX #121 002120710027	01/22	8.46
1538 PINLESS PURCHAS SPINX #163 DUNCAN SC SPINX #163 002120710027	01/22	48.25
1528 PINLESS PURCHAS SPINX #121 GREER SC SPINX #121 002122710027	01/22	250.00
3072 PINLESS PURCHAS TILLYS INTERNET-USD 866-484-5597 CA TILLYS INTERNE	01/28	265.80
OVERDRAFT INTEREST	01/29	1.49

- - - - - - - - - DAILY BALANCE - - - - - - - - -

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
01/04	5,464.48	01/11	4,270.40	01/19	2,800.02
01/05	5,422.09	01/12	3,916.65	01/22	2,493.31
01/07	5,322.09	01/13	3,390.82	01/28	2,227.51
01/08	4,664.40	01/14	3,178.37	01/29	14,417.99

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000 00001 01
ACCOUNT: [redacted]
DOCUMENTS: 8

PAGE: 1
02/26/2010

MGR RIDES, LLC
472 PEARSON RD
GREER SC 29651-9031

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3
5

SMALL BUSINESS CKG ACCOUNT [redacted]

		LAST STATEMENT 01/29/10	14,417.99
MINIMUM BALANCE	1,148.36	3 CREDITS	21,410.00
AVG AVAILABLE BALANCE	6,219.39	16 DEBITS	22,114.77
		THIS STATEMENT 02/26/10	13,713.22

DEPOSITS

REF #.....DATE.....AMOUNT	REF #.....DATE.....AMOUNT	REF #.....DATE.....AMOUNT
02/02 2,000.00	02/05 6,500.00	02/25 12,910.00

CHECKS

CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT
2632 02/02 15,000.00	2634 02/23 2,230.10	2636 02/22 745.06
2633 02/23 797.13	2635 02/22 573.57	

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
13525 PINLESS PURCHAS GRWNG FMLY FIRST FOTO 800-707-1077 MO GRWNG FMLY F	02/01	249.68
26168 PINLESS PURCHAS WWW*EARTHLINK.NET 800-719-4660 GA WWW*EARTHLINK.NE	02/02	19.95
29381 PINLESS PURCHAS THE GREENVILLE NEWS 864-298-4877 SC THE GREENVILLE	02/10	16.46
3953 PINLESS PURCHAS CLASSIC PARTS OF AMERI 816-741-8029 MO CLASSIC PAR	02/10	773.58
25800 PINLESS PURCHAS CLASSIC PARTS OF AMERI 816-741-8029 MO CLASSIC PAR	02/12	853.95
1923 PINLESS PURCHAS HSN*COM 931620971 800-933-2887 FL HSN*COM 93162097	02/24	32.90
1921 PINLESS PURCHAS HSN*COM 931620983 800-933-2887 FL HSN*COM 93162098	02/24	53.00
12596 PINLESS PURCHAS FRAGRANCENET COM 631-5825204 NY FRAGRANCENET COM	02/24	151.75
1321 PINLESS PURCHAS HSN*COM 931620987 800-933-2887 FL HSN*COM 93162098	02/25	95.90

* * * C O N T I N U E D * * *

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DOCUMENTS: 8

MGR RIDES, LLC

SMALL BUSINESS CKG ACCOUNT [redacted]

- - - - - - - - - OTHER DEBITS - - - - - - - - -

DESCRIPTION	DATE	AMOUNT
14261 PINLESS PURCHAS HOTTOPIC.COM 800-892-8674 CA HOTTOPIC.COM	02/25	214.04
3122 PINLESS PURCHAS CVI*PYRAMID COLLECTION 800-333-4220 MA CVI*PYRAMID	02/25	307.70

- - - - - - - - - DAILY BALANCE - - - - - - - - -

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
02/01	14,168.31	02/10	6,858.32	02/23	1,658.51
02/02	1,148.36	02/12	6,004.37	02/24	1,420.86
02/05	7,648.36	02/22	4,685.74	02/25	13,713.22

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ACCOUNT: [redacted]
DOCUMENTS: 12

PAGE: 1
03/31/2010

MGR RIDES, LLC 30
472 PEARSON RD 1
GREER SC 29651-9031 11

SMALL BUSINESS CKG ACCOUNT [redacted]

		LAST STATEMENT 02/26/10	13,713.22
MINIMUM BALANCE	388.43-	1 CREDITS	2,250.00
AVG AVAILABLE BALANCE	7,324.15	44 DEBITS	16,351.78
		THIS STATEMENT 03/31/10	388.56-

- - - - - - - - - - - DEPOSITS - - - - - - - - - - -

REF #.....DATE.....AMOUNT	REF #.....DATE.....AMOUNT	REF #.....DATE.....AMOUNT
03/23 2,250.00		

- - - - - - - - - - - CHECKS - - - - - - - - - - -

CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT
2637 03/11 2,500.00	2641 03/22 128.00	2645 03/23 573.57
2638 03/08 1,569.60	2642 03/25 2,250.00	2646 03/29 1,489.40
2639 03/15 500.00	2643 03/26 956.00	2647 03/30 360.00
2640 03/30 726.00	2644 03/23 745.06	

- - - - - - - - - - OTHER DEBITS - - - - - - - - - -

DESCRIPTION	DATE	AMOUNT
XX8725 PINLESS PURCHAS HSN*COM 931622010 800-933-2887 FL HSN*COM 93162201	03/01	65.94
XX8725 PINLESS PURCHAS HSN*COM 931620994 800-933-2887 FL HSN*COM 93162099	03/01	65.94
XX8725 PINLESS PURCHAS QVC 345154267202 1 OF 4 800-367-9444 PA QVC 345154	03/01	81.48
XX8725 PINLESS PURCHAS QVC 345154267201 1 OF 4 800-367-9444 PA QVC 345154	03/01	84.89
XX8725 PINLESS PURCHAS QVC 345154896801 800-367-9444 PA QVC 345154896801	03/01	192.39
XX8725 PINLESS PURCHAS QVC 345154896802 800-367-9444 PA QVC 345154896802	03/01	270.30
XX8725 PINLESS PURCHAS WWW*EARTHLINK.NET 800-719-4660 GA WWW*EARTHLINK.NE	03/03	19.95
XX8725 PINLESS PURCHAS QVC 345154896803 800-367-9444 PA QVC 345154896803	03/03	372.06

* * * C O N T I N U E D * * *

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ACCOUNT: [redacted]
DOCUMENTS: 12

MGR RIDES, LLC

SMALL BUSINESS CKG ACCOUNT [redacted]

- - - - - - - - - OTHER DEBITS - - - - - - - - -

DESCRIPTION	DATE	AMOUNT
XX8725 PINLESS PURCHAS KANGAROO EX #1508 GREER SC KANGAROO EX #1508	03/04	80.00
XX8725 PINLESS PURCHAS TRACTOR SUPPLY #747 GREER SC TRACTOR SUPPLY #747	03/08	116.54
XX8725 PINLESS PURCHAS THE GREENVILLE NEWS 864-298-4877 SC THE GREENVILLE	03/09	16.46
XX8725 PINLESS PURCHAS TOUCHOFCLASS*TOUCHOFCLASS 800-4577456 IN TOUCHOFCL	03/09	524.49
XX8725 PINLESS PURCHAS NT-ACT.COM ALYARICA.COM NT-ACT.COM 006829009693	03/10	72.02
XX8725 PINLESS PURCHAS HAGERTY INSURANCE AGEN TRAVERSE CITY MI HAGERTY IN	03/11	474.00
XX8725 PINLESS PURCHAS CARAVELLE PROPERTIES MYRTLE BEACH SC CARAVELLE PRO	03/12	70.16
XX8725 PINLESS PURCHAS LOWES #00667* GREER SC LOWES #00667* 007026000222	03/12	165.36
XX8725 PINLESS PURCHAS HSN*COM 934705427 800-933-2887 FL HSN*COM 93470542	03/15	199.95
XX8725 PINNED PURCHASE 12490 GREENVILLE HWY LYMAN SC USPS 4554000365	03/15	209.36
XX8725 PINLESS PURCHAS VICTORIA SECRET 800-888-1500 OH VICTORIA SECRET	03/18	143.76
XX8725 PINLESS PURCHAS TOUCHOFCLASS*TOUCHOFCLASS 800-4577456 IN TOUCHOFCL	03/18	283.96
XX8725 PINLESS PURCHAS CLASSIC PARTS OF AMERI 816-741-8029 MO CLASSIC PAR	03/18	306.12
XX8725 PINLESS PURCHAS CLASSIC PARTS OF AMERI 816-741-8029 MO CLASSIC PAR	03/19	3.98
XX8725 PINLESS PURCHAS VICTORIA SECRET 800-888-1500 OH VICTORIA SECRET	03/23	23.28
XX8725 PINLESS PURCHAS JCPENNEY CATLG 9811 800-221-0827 OH JCPENNEY CATLG	03/23	156.81
XX8725 PINLESS PURCHAS VICTORIA SECRET 800-888-1500 OH VICTORIA SECRET	03/25	23.28
XX8725 PINLESS PURCHAS HSN*COM 937418869 800-933-2887 FL HSN*COM 93741886	03/25	139.90
XX8725 PINLESS PURCHAS QVC 345355958402 800-367-9444 PA QVC 345355958402	03/29	31.64
XX8725 PINLESS PURCHAS QVC 345355958401 800-367-9444 PA QVC 345355958401	03/29	34.41
XX8725 PINLESS PURCHAS SHELL OIL 57522556000 ENOREE SC SHELL OIL 57522556	03/29	42.40
XX8725 PINLESS PURCHAS JCPENNEY CATLG 9812 800-221-0827 OH JCPENNEY CATLG	03/29	48.24

* * * C O N T I N U E D * * *

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Post Office Box 1029
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000 00001 01
ACCOUNT: [redacted]
DOCUMENTS: 12

MGR RIDES, LLC

SMALL BUSINESS CKG ACCOUNT [redacted]

- - - - - - - - - OTHER DEBITS - - - - - - - - -

DESCRIPTION	DATE	AMOUNT
NSF FEE CHARGE	03/30	35.00
XX8725 PINLESS PURCHAS HSN*COM 937419456 800-933-2887 FL HSN*COM 93741945	03/30	199.95
OVERDRAFT INTEREST	03/31	.13

- - - - - - - - - DAILY BALANCE - - - - - - - - -

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
03/01	12,952.28	03/11	7,207.16	03/23	5,947.79
03/03	12,560.27	03/12	6,971.64	03/25	3,534.61
03/04	12,480.27	03/15	6,062.33	03/26	2,578.61
03/08	10,794.13	03/18	5,328.49	03/29	932.52
03/09	10,253.18	03/19	5,324.51	03/30	388.43-
03/10	10,181.16	03/22	5,196.51	03/31	388.56-

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000 00001 01
ACCOUNT: [redacted]
DOCUMENTS: 4

MGR RIDES, LLC
472 PEARSON RD
GREER SC 29651-9031

30
2
2

SMALL BUSINESS CKG ACCOUNT [redacted]

		LAST STATEMENT 03/31/10	388.56-
MINIMUM BALANCE	613.56-	2 CREDITS	4,645.00
AVG AVAILABLE BALANCE	971.54	8 DEBITS	819.23
		THIS STATEMENT 04/30/10	3,437.21

- - - - - - - - - - DEPOSITS - - - - - - - - - -

REF #.....DATE.....AMOUNT	REF #.....DATE.....AMOUNT	REF #.....DATE.....AMOUNT
04/02 2,000.00	04/30 2,645.00	

- - - - - - - - - - CHECKS - - - - - - - - - -

CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT
2648 04/01 55.00	2649 04/01 100.00	

- - - - - - - - - OTHER DEBITS - - - - - - - - -

DESCRIPTION	DATE	AMOUNT
NSF FEE CHARGE	04/01	70.00
XX8725 PINLESS PURCHAS WWW*EARTHLINK.NET 800-719-4660 GA WWW*EARTHLINK.NE	04/12	19.95
XX8725 PINLESS PURCHAS WWW*EARTHLINK.NET 800-719-4660 GA WWW*EARTHLINK.NE	04/12	79.80
XX8725 PINLESS PURCHAS CLASSIC PARTS OF AMERI 816-741-8029 MO CLASSIC PAR	04/12	482.37
OVERDRAFT INTEREST	04/30	.11
SERVICE CHARGE	04/30	12.00

- - - ITEMIZATION OF SERVICE CHARGE PAID THIS PERIOD - - - 664.23

TOTAL CHARGE FOR MAINTENANCE FEE: 12.00

- - - - - - - - - DAILY BALANCE - - - - - - - - -

DATE.....BALANCE	DATE.....BALANCE	DATE.....BALANCE
04/01 613.56-	04/12 804.32	
04/02 1,386.44	04/30 3,437.21	

Member FDIC

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(864) 877-2000

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ACCOUNT: [redacted]
DOCUMENTS: 9

MGR RIDES, LLC
472 PEARSON RD
GREER SC 29651-9031

30
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6

As a reminder, for our customers who maintain a Value Line of Credit for their checking account, a $25 annual fee will be assessed to the checking account on June 1, 2010.

SMALL BUSINESS CKG ACCOUNT [redacted]

		LAST STATEMENT 04/30/10	3,437.21
MINIMUM BALANCE	3,437.21	3 CREDITS	13,833.33
AVG AVAILABLE BALANCE	6,262.39	8 DEBITS	7,643.32
		THIS STATEMENT 05/28/10	9,627.22

- - - - - - - - - - - DEPOSITS - - - - - - - - - - -

REF #.....DATE.....AMOUNT	REF #.....DATE.....AMOUNT	REF #.....DATE.....AMOUNT
05/07 4,333.33	05/14 3,000.00	05/18 6,500.00

- - - - - - - - - - - CHECKS - - - - - - - - - - -

CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT
2650 05/07 1,489.40	2652 05/24 150.00	2654 05/25 602.24
2651 05/07 745.06	2653 05/18 3,000.00	2655 05/25 782.31

- - - - - - - - - - OTHER DEBITS - - - - - - - - - -

DESCRIPTION	DATE	AMOUNT
XX8725 PINLESS PURCHAS CLASSIC PARTS OF AMERI 816-741-8029 MO CLASSIC PAR	05/17	11.95
XX8725 PINLESS PURCHAS VZWRLSS-IVR VE 800-9220204 CA VZWRLSS-IVR VE	05/17	862.36

- - - - - - - - - - DAILY BALANCE - - - - - - - - - -

DATE.....BALANCE	DATE.....BALANCE	DATE.....BALANCE
05/07 5,536.08	05/17 7,661.77	05/24 11,011.77
05/14 8,536.08	05/18 11,161.77	05/25 9,627.22

GREER STATE BANK

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(864) 877-2000

000 00001 01
ACCOUNT: [redacted]
DOCUMENTS: 12

MGR RIDES, LLC 30
472 PEARSON RD 1
GREER SC 29651-9031 11

As a reminder, for our customers who maintain a Value Line of Credit for their checking account, a $25 annual fee was assessed to the checking account on June 1, 2010.

SMALL BUSINESS CKG ACCOUNT [redacted]

		LAST STATEMENT 05/28/10	9,627.22
MINIMUM BALANCE	1,372.48	1 CREDITS	420.00
AVG AVAILABLE BALANCE	5,189.05	16 DEBITS	8,674.74
		THIS STATEMENT 06/30/10	1,372.48

DEPOSITS

REF #.....DATE.....AMOUNT	REF #.....DATE.....AMOUNT	REF #.....DATE.....AMOUNT
06/24 420.00		

CHECKS

CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT
2656 06/03 146.29	2660 06/01 1,489.40	2664 06/24 1,489.40
2657 06/03 1.00	2661 06/09 2,203.20	2665 06/30 961.00
2658 06/03 1.00	2662 06/15 162.00	2666 06/29 402.00
2659 06/07 956.00	2663 06/21 364.00	

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
XX8725 PINLESS PURCHAS CLASSIC PARTS OF AMERI 816-741-8029 MO CLASSIC PAR	06/04	55.85
XX8725 PINLESS PURCHAS CARAVELLE PROPERTIES MYRTLE BEACH SC CARAVELLE PRO	06/08	229.00
XX8725 PINLESS PURCHAS CLASSIC PARTS OF AMERI 816-741-8029 MO CLASSIC PAR	06/11	97.85
XX8725 PINLESS PURCHAS HSN*HSN 955147096 800-284-3900 FL HSN*HSN 95514709	06/16	81.75
XX8725 PINLESS PURCHAS VCN*SC DEPT OF TRANS 866-2551857 SC VCN*SC DEPT OF	06/21	35.00

* * * C O N T I N U E D * * *

Member FDIC

SEE REVERSE SIDE FOR RECONCILEMENT AND OTHER IMPORTANT INFORMATION

Equal Housing Lender

Please examine your statement immediately and report if incorrect to 864-877-2000. If no reply is

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000 00001 01
ACCOUNT: [redacted]
DOCUMENTS: 12

MGR RIDES, LLC

SMALL BUSINESS CKG ACCOUNT [redacted]

DAILY BALANCE

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
06/01	8,137.82	06/09	4,545.48	06/24	2,735.48
06/03	7,989.53	06/11	4,447.63	06/29	2,333.48
06/04	7,933.68	06/15	4,285.63	06/30	1,372.48
06/07	6,977.68	06/16	4,203.88		
06/08	6,748.68	06/21	3,804.88		

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000 00001 01
ACCOUNT: [redacted]
DOCUMENTS: 10

PAGE: 1
07/30/2010

MGR RIDES, LLC
472 PEARSON RD
GREER SC 29651-9031

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SMALL BUSINESS CKG ACCOUNT [redacted]

		LAST STATEMENT 06/30/10	1,372.48
MINIMUM BALANCE	1,372.48	2 CREDITS	21,798.32
AVG AVAILABLE BALANCE	6,707.16	11 DEBITS	18,106.86
		THIS STATEMENT 07/30/10	5,063.94

DEPOSITS

REF #	DATE	AMOUNT	REF #	DATE	AMOUNT	REF #	DATE	AMOUNT
	07/08	10,000.00		07/16	11,798.32			

CHECKS

CHECK #	DATE	AMOUNT	CHECK #	DATE	AMOUNT	CHECK #	DATE	AMOUNT
2667	07/19	100.00	2670	07/19	10,000.00	2673	07/29	1,489.40
2668	07/08	115.00	2671	07/16	3,220.00	2674	07/29	745.06
2669	07/12	246.00	2672	07/20	456.00			

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
XX8725 PINLESS PURCHAS CARAVELLE PROPERTIES MYRTLE BEACH SC CARAVELLE PRO	07/20	1,000.00
XX8725 PINLESS PURCHAS VZWRLSS-IVR VE 800-9220204 CA VZWRLSS-IVR VE	07/23	500.00
XX8725 PINLESS PURCHAS COMDATA INC 800-6383545 TX COMDATA INC	07/30	235.40

DAILY BALANCE

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
07/08	11,257.48	07/19	9,489.80	07/29	5,299.34
07/12	11,011.48	07/20	8,033.80	07/30	5,063.94
07/16	19,589.80	07/23	7,533.80		

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000 00001 01
ACCOUNT: [redacted]
DOCUMENTS: 11

MGR RIDES, LLC 30
472 PEARSON RD 1
GREER SC 29651-9031 10

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SMALL BUSINESS CKG ACCOUNT [redacted]

		LAST STATEMENT 07/30/10	5,063.94
MINIMUM BALANCE	3,139.54	1 CREDITS	4,333.00
AVG AVAILABLE BALANCE	4,454.61	15 DEBITS	6,155.82
		THIS STATEMENT 08/31/10	3,241.12

- - - - - - - - - - DEPOSITS - - - - - - - - - -

REF #.....DATE.....AMOUNT	REF #.....DATE.....AMOUNT	REF #.....DATE.....AMOUNT
08/13 4,333.00		

- - - - - - - - - - CHECKS - - - - - - - - - -

CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT
2675 08/03 510.00	2679 08/17 498.00	2683 08/30 912.00
2676 08/02 500.00	2680 08/20 1,500.00	2684 08/27 745.06
2677 08/03 430.00	2681 08/24 42.79	
2678 08/10 337.54	2682 08/24 42.79	

- - - - - - - - - - OTHER DEBITS - - - - - - - - - -

DESCRIPTION	DATE	AMOUNT
XX8725 PINLESS PURCHAS QVC 359970190001 800-367-9444 PA QVC 359970190001	08/03	65.54
XX8725 PINLESS PURCHAS QVC 359970251101 800-367-9444 PA QVC 359970251101	08/06	21.32
XX8725 PINLESS PURCHAS HOT SPOT #6007 SPARTANBURG SC HOT SPOT #6007	08/12	60.00
XX8725 PINLESS PURCHAS QVC 370292407601 800-367-9444 PA QVC 370292407601	08/20	69.21
XX8725 PINLESS PURCHAS GALCO INDUSTRIAL ELECTRO 248-542-9090 MI GALCO IND	08/25	421.57

* * * C O N T I N U E D * * *

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ACCOUNT: [redacted]
DOCUMENTS: 10

PAGE: 1
09/30/2010

MGR RIDES, LLC
472 PEARSON RD
GREER SC 29651-9031

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9

Introducing Mobile Banking - Log on to Online Banking to sign up.

SMALL BUSINESS CKG ACCOUNT [redacted]

		LAST STATEMENT 08/31/10	3,241.12
		1 CREDITS	8,364.30
MINIMUM BALANCE	889.12	19 DEBITS	8,257.86
AVG AVAILABLE BALANCE	3,526.83	THIS STATEMENT 09/30/10	3,347.56

OTHER CREDITS

DESCRIPTION	DATE	AMOUNT
DEPOSIT	09/14	8,364.30

CHECKS

CHECK #.	DATE	AMOUNT	CHECK #.	DATE	AMOUNT	CHECK #.	DATE	AMOUNT
2685	09/07	384.00	2688	09/14	125.70	2691	09/20	247.90
2686	09/07	1,500.00	2689	09/14	1,489.40	2692	09/14	1,882.30
2687	09/13	157.57	2690	09/21	618.00	2693	09/29	1,250.00

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
XX8725 PINLESS PURCHAS WWW*EARTHLINK.NET 800-719-4660 GA WWW*EARTHLINK.NE	09/02	19.95
XX8725 PINLESS PURCHAS QVC 370583789201 800-367-9444 PA QVC 370583789201	09/02	40.26
XX8725 PINLESS PURCHAS COMDATA INC 800-6383545 TX COMDATA INC	09/02	45.50
XX8725 PINLESS PURCHAS COMDATA INC 800-6383545 TX COMDATA INC	09/02	81.90
XX8725 PINLESS PURCHAS QVC 370583649901 800-367-9444 PA QVC 370583649901	09/03	40.92
XX8725 PINLESS PURCHAS COMDATA INC 800-6383545 TX COMDATA INC	09/09	81.90
XX8725 PINLESS PURCHAS GODADDY.COM 480-5058855 AZ GODADDY.COM	09/28	35.91

* * * C O N T I N U E D * * *

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000 00001 01
ACCOUNT: [redacted]
DOCUMENTS: 11

MGR RIDES, LLC

SMALL BUSINESS CKG ACCOUNT [redacted]

DAILY BALANCE

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
08/02	4,563.94	08/12	3,139.54	08/24	5,319.75
08/03	3,558.40	08/13	7,472.54	08/25	4,898.18
08/06	3,537.08	08/17	6,974.54	08/27	4,153.12
08/10	3,199.54	08/20	5,405.33	08/30	3,241.12

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ACCOUNT: [redacted]
DOCUMENTS: 10

MGR RIDES, LLC

SMALL BUSINESS CKG ACCOUNT [redacted]

- - - - - - - - - OTHER DEBITS - - - - - - - - -

DESCRIPTION	DATE	AMOUNT
XX8725 PINLESS PURCHAS QVC 371187462001 800-367-9444 PA QVC	09/29	198.53
371187462001	09/30	.45
OVERDRAFT INTEREST	09/30	57.67
XX8725 PINLESS PURCHAS QVC 371209646101 800-367-9444 PA QVC		
371209646101		

- - - - - - - - - DAILY BALANCE - - - - - - - - -

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
09/02	3,053.51	09/13	889.12	09/28	4,854.21
09/03	3,012.59	09/14	5,756.02	09/29	3,405.68
09/07	1,128.59	09/20	5,508.12	09/30	3,347.56
09/09	1,046.69	09/21	4,890.12		

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000 00001 01
ACCOUNT: [redacted]
DOCUMENTS: 25

MGR RIDES, LLC
472 PEARSON RD
GREER SC 29651-9031

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SMALL BUSINESS CKG ACCOUNT [redacted]

		LAST STATEMENT 09/30/10	3,347.56
MINIMUM BALANCE	3,347.56	5 CREDITS	64,500.00
AVG AVAILABLE BALANCE	12,297.20	32 DEBITS	56,534.24
		THIS STATEMENT 10/29/10	11,313.32

- - - - - - - - OTHER CREDITS - - - - - - - -

DESCRIPTION	DATE	AMOUNT
DEPOSIT	10/04	350.00
DEPOSIT	10/08	5,000.00
DEPOSIT	10/12	32,000.00
DEPOSIT	10/18	12,000.00
DEPOSIT	10/25	15,150.00

- - - - - - - - - - CHECKS - - - - - - - - - -

CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT
2694 10/08 2,500.00	2702 10/20 400.00	2709 10/18 6,631.74
2695 10/08 1,220.00	2703 10/14 300.00	2710 10/19 750.00
2696 10/08 745.06	2704 10/15 400.00	2711 10/26 9,150.00
2697*10/08 573.57	2705 10/14 2,224.00	2712 10/22 3,000.00
2699 10/20 10,312.19	2706 10/19 500.00	2713 10/26 1,237.50
2700 10/20 1,700.00	2707 10/14 8,032.07	2714 10/28 1,261.16
2701 10/14 1,500.00	2708 10/14 1,489.40	

(*) INDICATES A GAP IN CHECK NUMBER SEQUENCE

- - - - - - - - - OTHER DEBITS - - - - - - - - -

DESCRIPTION	DATE	AMOUNT
XX8725 PINLESS PURCHAS WWW*EARTHLINK.NET 800-719-4660 GA WWW*EARTHLINK.NE	10/04	19.95
XX8725 PINLESS PURCHAS GODADDY.COM 480-5058855 AZ GODADDY.COM	10/07	4.99

* * * C O N T I N U E D * * *

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000 00001 01
ACCOUNT: [redacted]
DOCUMENTS: 25

MGR RIDES, LLC

SMALL BUSINESS CKG ACCOUNT [redacted]

- - - - - - - - - OTHER DEBITS - - - - - - - - -

DESCRIPTION	DATE	AMOUNT
XX8725 PINLESS PURCHAS EXXONMOBIL 47522917 SANFORD NC EXXONMOBIL 47522917	10/14	69.60
XX8725 PINLESS PURCHAS EXXONMOBIL 47522917 SANFORD NC EXXONMOBIL 47522917	10/14	75.00
XX8725 PINNED PURCHASE VZWRLSS IVRDEBIT VI FOLSOM CA VZWRLSS IVRDEBIT	10/14	200.00
TRAVELERS INSUR CL PAYMENT	10/14	1,771.49
XX8725 PINLESS PURCHAS HOTTOPIC.COM 800-892-8674 CA HOTTOPIC.COM	10/25	49.77
XX8725 PINLESS PURCHAS DR NEWTONS 888-6277011 ME DR NEWTONS 029828003337	10/26	134.75
XX8725 DDA RECUR GODADDY.COM 480-5058855 AZ GODADDY.COM	10/27	14.99
XX8725 PINLESS PURCHAS CANDLEWOOD SUITES NEW BERN NC CANDLEWOOD SUITES	10/27	117.79
XX8725 PINLESS PURCHAS NEWARK US 00000075 773-9075740 IL NEWARK US 000000	10/28	31.43
NEW BERN NC CANDLEWOOD SUITES INC	10/29	117.79

- - - - - - - - DAILY BALANCE - - - - - - - -

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
10/04	3,677.61	10/15	19,572.43	10/25	23,378.73
10/07	3,672.62	10/18	24,940.69	10/26	12,856.48
10/08	3,633.99	10/19	23,690.69	10/27	12,723.70
10/12	35,633.99	10/20	11,278.50	10/28	11,431.11
10/14	19,972.43	10/22	8,278.50	10/29	11,313.32

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Equal Housing Lender

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000 00001 01
ACCOUNT: [redacted]
DOCUMENTS: 2

PAGE: 1
11/30/2010

MGR RIDES, LLC
472 PEARSON RD
GREER SC 29651-9031

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2

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SMALL BUSINESS CKG ACCOUNT [redacted]

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		LAST STATEMENT 10/29/10	11,313.32
MINIMUM BALANCE	.62-	CREDITS	.00
AVG AVAILABLE BALANCE	1,121.02	6 DEBITS	11,325.94
		THIS STATEMENT 11/30/10	12.62-

- - - - - - - - - - - CHECKS - - - - - - - - - - -

CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT
2715 11/02 10,764.00	2716 11/05 315.00	

- - - - - - - - - - OTHER DEBITS - - - - - - - - - -

DESCRIPTION	DATE	AMOUNT
XX8725 DDA RECUR WWW*EARTHLINK.NET 800-719-4660 GA WWW*EARTHLINK.NE	11/02	19.95
XX8725 PINNED PURCHASE VZWRLSS IVRDEBIT VI FOLSOM CA VZWRLSS IVRDEBIT	11/05	200.00
XX8725 DDA RECUR GODADDY.COM 480-5058855 AZ GODADDY.COM	11/29	14.99
SERVICE CHARGE	11/30	12.00

- - - ITEMIZATION OF SERVICE CHARGE PAID THIS PERIOD - - -

TOTAL CHARGE FOR MAINTENANCE FEE: 12.00

- - - - - - - - - DAILY BALANCE - - - - - - - - -

DATE.....BALANCE	DATE.....BALANCE	DATE.....BALANCE
11/02 529.37	11/29 .62-	
11/05 14.37	11/30 12.62-	

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000 00001 01
ACCOUNT: [redacted]
DOCUMENTS: 6

MGR RIDES, LLC

SMALL BUSINESS CKG ACCOUNT [redacted]

DAILY BALANCE

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
12/03	67.57-	12/23	3,632.43	12/31	500.81
12/17	282.43	12/27	3,167.44		

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ACCOUNT: [redacted]
DOCUMENTS: 1

PAGE: 1
01/31/2011

208,657.03



MGR RIDES, LLC
472 PEARSON RD
GREER SC 29651-9031

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SMALL BUSINESS CKG ACCOUNT [redacted]

==========

		LAST STATEMENT 12/31/10	500.81
MINIMUM BALANCE	49.67-	1 CREDITS	250.00
AVG AVAILABLE BALANCE	146.21	4 DEBITS	577.47
		THIS STATEMENT 01/31/11	173.34

- - - - - - - - - OTHER CREDITS - - - - - - - - - -

DESCRIPTION	DATE	AMOUNT
DEPOSIT	01/14	250.00

- - - - - - - - - - OTHER DEBITS - - - - - - - - - -

DESCRIPTION	DATE	AMOUNT
XX8725 DDA RECUR WWW*EARTHLINK.NET 800-719-4660 GA WWW*EARTHLINK.NE	01/03	19.95
XX8725 PINLESS PURCHAS VERIZON WRLS IVR VE 800-9220204 CA VERIZON WRLS IV	01/03	530.53
XX8725 DDA RECUR GODADDY.COM 480-5058855 AZ GODADDY.COM	01/27	14.99
SERVICE CHARGE	01/31	12.00

- - - ITEMIZATION OF SERVICE CHARGE PAID THIS PERIOD - - -

TOTAL CHARGE FOR MAINTENANCE FEE: 12.00

- - - - - - - - - DAILY BALANCE - - - - - - - - -

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
01/03	49.67-	01/27	185.34		
01/14	200.33	01/31	173.34		

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000 00001 01
ACCOUNT: [redacted]
DOCUMENTS: 0

02/28/2011

MGR RIDES, LLC
472 PEARSON RD
GREER SC 29651-9031

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Important FDIC Insurance Information

The following account types are no longer included in the FDIC's unlimited insurance coverage on funds over $250,000 if they are interest bearing: traditional checking accounts, demand deposit accounts, NOW accounts and Money-Market checking accounts. All other non-interest bearing account types will continue to be covered under the FDIC's unlimited insurance on funds over $250,000. Please contact a Relationship Banker at 864-877-2000 with any questions.

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SMALL BUSINESS CKG ACCOUNT [redacted]

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		LAST STATEMENT 01/31/11	173.34
MINIMUM BALANCE	138.40	CREDITS	.00
AVG AVAILABLE BALANCE	153.56	3 DEBITS	46.94
		THIS STATEMENT 02/28/11	126.40

- - - - - - - - - OTHER DEBITS - - - - - - - - -

DESCRIPTION	DATE	AMOUNT
XX8725 DDA RECUR WWW*EARTHLINK.NET 800-719-4660 GA WWW*EARTHLINK.NE	02/02	19.95
SERVICE CHARGE	02/28	12.00
XX8725 DDA RECUR GODADDY.COM 480-5058855 AZ GODADDY.COM	02/28	14.99

- - - ITEMIZATION OF SERVICE CHARGE PAID THIS PERIOD - - -

TOTAL CHARGE FOR MAINTENANCE FEE: 12.00

- - - - - - - - - DAILY BALANCE - - - - - - - - -

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
02/02	153.39	02/28	126.40		

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000 00001 01
ACCOUNT: [redacted]
DOCUMENTS: 4

PAGE: 1
03/31/2011

MGR RIDES, LLC
472 PEARSON RD
GREER SC 29651-9031

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SMALL BUSINESS CKG ACCOUNT [redacted]

		LAST STATEMENT 02/28/11	126.40
MINIMUM BALANCE	43.57-	1 CREDITS	2,128.74
AVG AVAILABLE BALANCE	246.17	8 DEBITS	1,743.82
		THIS STATEMENT 03/31/11	511.32

- - - - - - - - - OTHER CREDITS - - - - - - - - -

DESCRIPTION	DATE	AMOUNT
DEPOSIT	03/24	2,128.74

- - - - - - - - - - - CHECKS - - - - - - - - - - -

CHECK #..DATE	AMOUNT	CHECK #..DATE	AMOUNT	CHECK #..DATE	AMOUNT
2721 03/24	525.00	2722 03/30	191.86	2723 03/25	830.00

- - - - - - - - - OTHER DEBITS - - - - - - - - -

DESCRIPTION	DATE	AMOUNT
XX8725 DDA RECUR WWW*EARTHLINK.NET 800-719-4660 GA WWW*EARTHLINK.NE	03/02	19.95
XX8725 PINLESS PURCHAS PALMS 226 - GREER GREER SC PALMS 226 - GREER	03/14	50.02
XX8725 PINLESS PURCHAS PALMS 226 - GREER GREER SC PALMS 226 - GREER	03/14	100.00
XX8725 DDA RECUR GODADDY.COM 480-5058855 AZ GODADDY.COM	03/28	14.99
SERVICE CHARGE	03/31	12.00

- - - ITEMIZATION OF SERVICE CHARGE PAID THIS PERIOD - - -

TOTAL CHARGE FOR MAINTENANCE FEE: 12.00

- - - - - - - - - DAILY BALANCE - - - - - - - - -

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
03/02	106.45	03/25	730.17	03/31	511.32
03/14	43.57-	03/28	715.18		
03/24	1,560.17	03/30	523.32		

Member FDIC

SEE REVERSE SIDE FOR RECONCILEMENT AND OTHER IMPORTANT INFORMATION

Equal Housing Lender

Please examine your statement immediately and report if incorrect to 864-877-2000. If no reply is

GREER STATE BANK

Post Office Box 1029
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ACCOUNT: [redacted]
DOCUMENTS: 2

PAGE: 1
04/29/2011

MGR RIDES, LLC
472 PEARSON RD
GREER SC 29651-9031

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SMALL BUSINESS CKG ACCOUNT [redacted]

		LAST STATEMENT 03/31/11	511.32
MINIMUM BALANCE	55.94-	CREDITS	.00
AVG AVAILABLE BALANCE	259.64	7 DEBITS	579.27
		THIS STATEMENT 04/29/11	67.95-

- - - - - - - - - - - CHECKS - - - - - - - - - - -

CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT
2724*04/01 200.00	2726 04/29 250.00	

(*) INDICATES A GAP IN CHECK NUMBER SEQUENCE

- - - - - - - - - - OTHER DEBITS - - - - - - - - - -

DESCRIPTION	DATE	AMOUNT
XX8725 DDA RECUR WWW*EARTHLINK.NET 800-719-4660 GA WWW*EARTHLINK.NE	04/04	19.95
XX8725 PINLESS PURCHAS CITGO CORNER MART #21 GREER SC CITGO CORNER MART #	04/21	82.32
XX8725 DDA RECUR GODADDY.COM 480-5058855 AZ GODADDY.COM	04/27	14.99
OVERDRAFT INTEREST	04/29	.01
SERVICE CHARGE	04/29	12.00

- - - ITEMIZATION OF SERVICE CHARGE PAID THIS PERIOD - - -

TOTAL CHARGE FOR MAINTENANCE FEE: 12.00

- - - - - - - - - DAILY BALANCE - - - - - - - - -

DATE.....BALANCE	DATE.....BALANCE	DATE.....BALANCE
04/01 311.32	04/21 209.05	04/29 67.95-
04/04 291.37	04/27 194.06	

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SEE REVERSE SIDE FOR RECONCILEMENT AND OTHER IMPORTANT INFORMATION

Equal Housing Lender

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ACCOUNT: [redacted]
DOCUMENTS: 13

PAGE: 1
05/31/2011

MGR RIDES, LLC
472 PEARSON RD
GREER SC 29651-9031

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As a courtesy reminder, for our customers who maintain a Value Line of Credit for their checking account, a $25 annual fee will be assessed to the checking account on June 1, 2011.

SMALL BUSINESS CKG ACCOUNT [redacted]

		LAST STATEMENT 04/29/11	67.95-
MINIMUM BALANCE	67.95-	3 CREDITS	32,645.00
AVG AVAILABLE BALANCE	11,180.01	15 DEBITS	14,637.37
		THIS STATEMENT 05/31/11	17,939.68

DEPOSITS

REF #.....DATE.....AMOUNT	REF #.....DATE.....AMOUNT	REF #.....DATE.....AMOUNT
05/02 645.00	05/02 8,000.00	

OTHER CREDITS

DESCRIPTION	DATE	AMOUNT
DEPOSIT	05/17	24,000.00

CHECKS

CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT
*05/02 645.00	2727 05/06 2,500.00	2732 05/23 573.57
*05/02 3,000.00	2728*05/06 573.57	2733 05/27 3,500.00
*05/11 614.97	2730 05/24 2,000.00	
2725*05/13 150.00	2731 05/23 745.06	

(*) INDICATES A GAP IN CHECK NUMBER SEQUENCE

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
XX8725 DDA RECUR WWW*EARTHLINK.NET 800-719-4660 GA WWW*EARTHLINK.NE	05/02	19.95
NSF FEE CHARGE	05/02	38.00
XX8725 PINLESS PURCHAS VERIZON WRLS IVR VE 800-9220204 CA VERIZON WRLS IV	05/04	262.24

* * * C O N T I N U E D * * *

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MGR RIDES, LLC

SMALL BUSINESS CKG ACCOUNT [redacted]

- - - - - - - - - OTHER DEBITS - - - - - - - - -

DESCRIPTION	DATE	AMOUNT
XX8725 DDA RECUR GODADDY.COM 480-5058855 AZ GODADDY.COM	05/27	14.99
OVERDRAFT INTEREST	05/31	.02

- - - - - - - - - DAILY BALANCE - - - - - - - - -

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
05/02	4,874.10	05/13	773.32	05/27	17,939.70
05/04	4,611.86	05/17	24,773.32	05/31	17,939.68
05/06	1,538.29	05/23	23,454.69		
05/11	923.32	05/24	21,454.69		

Member FDIC

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Equal Housing Lender

Please examine your statement immediately and report if incorrect to 864-877-2000. If no reply is received within 60 days, the account will be considered correct.

Greer State Bank
PO Box 1029
Greer, SC 29650
864-877-2000

000 00001 01 PAGE: 1
ACCOUNT: [redacted] 06/30/2011
DOCUMENTS: 12

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382 1 AV 0.340 *****AUTO**5-DIGIT 29651 1
000382 11
MGR RIDES, LLC
472 PEARSON RD 382
GREER SC 29651-7080 2

Due to a recent change in Regulation CC which governs the availability of funds to customers on checks deposited, the following information will be effective July 21, 2011. Depending on the type of check deposited, funds may not be available until the fifth business day after the day of your deposit. The first $200 of your deposit, however, may be available on the first business day following your deposit. Most routine customer deposits should not be affected by this change in Regulation CC. In addition, Greer State Bank's Collection Item Fee will be changed to $25 per item effective August 1, 2011.

SMALL BUSINESS CKG ACCOUNT [redacted]

		LAST STATEMENT 05/31/11	17,939.68
MINIMUM BALANCE	16,707.36	1 CREDITS	10,000.00
AVG AVAILABLE BALANCE	19,443.11	19 DEBITS	11,232.32
		THIS STATEMENT 06/30/11	16,707.36

REF #.....DATE.....AMOUNT	REF #.....DATE.....AMOUNT	REF #.....DATE.....AMOUNT
06/16 10,000.00		

CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT
2734 06/13 249.60	2738 06/22 64.00	2742 06/21 745.06
2735 06/17 2,200.00	2739 06/20 141.92	2743 06/24 1,563.87
2736 06/17 1,638.34	2740 06/21 466.16	2744 06/30 2,400.00
2737 06/17 409.58	2741 06/20 650.00	

DESCRIPTION	DATE	AMOUNT
XX8725 DDA RECUR WWW*EARTHLINK.NET 800-719-4660 GA WWW*EARTHLINK.NE	06/02	19.95
XX8725 PINLESS PURCHAS HOT SPOT 2018 COWPENS SC HOT SPOT 2018	06/16	100.00
XX8725 PINLESS PURCHAS GRAND STUFF 2 GREER SC GRAND STUFF 2 116921103025	06/20	50.00

* * * C O N T I N U E D * * *

Member FDIC

SEE REVERSE SIDE FOR RECONCILEMENT AND OTHER IMPORTANT INFORMATION

EQUAL HOUSING LENDER

Please examine your statement immediately and report if incorrect to 864-877-2000. If no reply is received within 60 days, the account will be considered correct.

Greer State Bank
PO Box 1029
Greer, SC 29650
864-877-2000

000 00001 01 PAGE: 2
ACCOUNT: [redacted] 06/30/2011
DOCUMENTS: 12

MGR RIDES, LLC

SMALL BUSINESS CKG ACCOUNT [redacted]

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
XX8725 PINLESS PURCHAS SPINX #121 GREER SC SPINX #121 117020710035	06/20	140.96
XX8725 PINLESS PURCHAS HOT SPOT #6002 GREER SC HOT SPOT #6002	06/21	57.00
XX8725 PINLESS PURCHAS COUNTRY LAWN AND TRACTOR WOODRUFF SC COUNTRY LAWN	06/22	132.12
XX8725 DDA RECUR GODADDY.COM 480-5058855 AZ GODADDY.COM	06/27	14.99
XX8725 PINLESS PURCHAS RHODE ISLAND NOVELTY 800-528-5599 RI RHODE ISLAND	06/30	188.77

DAILY BALANCE

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
06/02	17,919.73	06/20	22,339.33	06/27	19,296.13
06/13	17,670.13	06/21	21,071.11	06/30	16,707.36
06/16	27,570.13	06/22	20,874.99		
06/17	23,322.21	06/24	19,311.12		

Member FDIC

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EQUAL HOUSING LENDER

Greer State Bank
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000 00001 01 PAGE: 1
ACCOUNT: [redacted] 07/29/2011
DOCUMENTS: 14

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592 1 AV 0.340 *****AUTO**5-DIGIT 29651
000592

MGR RIDES, LLC
472 PEARSON RD
GREER SC 29651-7080

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SMALL BUSINESS CKG ACCOUNT [redacted]

		LAST STATEMENT 06/30/11	16,707.36
		3 CREDITS	18,250.80
MINIMUM BALANCE	18,437.67	21 DEBITS	14,210.27
AVG AVAILABLE BALANCE	22,419.22	THIS STATEMENT 07/29/11	20,747.89

REF #.....DATE.....AMOUNT	REF #.....DATE.....AMOUNT	REF #.....DATE.....AMOUNT
07/01 6,000.00		

DESCRIPTION	DATE	AMOUNT
DEPOSIT	07/14	8,750.80
DEPOSIT	07/25	3,500.00

CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT
2745 07/01 3,919.74	2749 07/22 800.00	2753 07/29 1,489.40
2746 07/18 538.30	2750 07/27 320.00	2754 07/29 745.06
2747 07/20 100.00	2751 07/25 1,500.00	2755 07/29 280.00
2748 07/22 1,160.00	2752 07/29 1,500.00	

DESCRIPTION	DATE	AMOUNT
XX8725 DDA RECUR WWW*EARTHLINK.NET 800-719-4660 GA WWW*EARTHLINK.NE	07/05	19.95
XX8725 PINLESS PURCHAS SUNOCO 0321998700 GREER SC SUNOCO 0321998700	07/05	55.00
XX8725 PINLESS PURCHAS AMERICAN WATER HEATER COM 423-2838000 TN AMERICAN	07/07	30.00
XX8725 PINLESS PURCHAS WILCO 905 00009050 BLACKSBURG SC WILCO 905 0000905	07/11	45.00
XX8725 PINLESS PURCHAS GRAND STUFF 2 GREER SC GRAND STUFF 2 119428102017	07/13	200.00
XX8725 PINLESS PURCHAS GRAND STUFF 2 GREER SC GRAND STUFF 2 119524102018	07/14	301.69

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Member FDIC

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EQUAL HOUSING LENDER

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MGR RIDES, LLC

SMALL BUSINESS CKG ACCOUNT [redacted]

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
XX8725 PINLESS PURCHAS NUERA TRANSPORT S CAROLIN DUNCAN SC NUERA TRANSPOR	07/25	726.84
XX8725 PINLESS PURCHAS MIKE'S A FORD-ABLE PARTS 706-652-3866 GA MIKE'S A	07/26	264.30
XX8725 DDA RECUR GODADDY.COM 480-5058855 AZ GODADDY.COM	07/27	14.99
XX8725 PINLESS PURCHAS SPINX #121 GREER SC SPINX #121 120924710033	07/29	200.00

DAILY BALANCE

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
07/01	18,787.62	07/14	26,886.78	07/26	25,297.34
07/05	18,712.67	07/18	26,348.48	07/27	24,962.35
07/07	18,682.67	07/20	26,248.48	07/29	20,747.89
07/11	18,637.67	07/22	24,288.48		
07/13	18,437.67	07/25	25,561.64		

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EQUAL HOUSING LENDER

Please examine your statement immediately and report if incorrect to 864-877-2000. If no reply is received within 60 days, the account will be considered correct.

Greer State Bank
PO Box 1029
Greer, SC 29650
864-877-2000

000 00001 01
ACCOUNT: [redacted]
DOCUMENTS: 18

468 1 AV 0.340 *****AUTO**5-DIGIT 29651
000468
MGR RIDES, LLC
472 PEARSON RD
GREER SC 29651-7080

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SMALL BUSINESS CKG ACCOUNT [redacted]

MINIMUM BALANCE	19,630.05	LAST STATEMENT 07/29/11	20,747.89
AVG AVAILABLE BALANCE	26,087.54	3 CREDITS	19,095.83
		33 DEBITS	16,562.68
		THIS STATEMENT 08/31/11	23,281.04

DESCRIPTION	DATE	AMOUNT
DEPOSIT	08/10	2,700.00
DEPOSIT	08/12	8,645.83
DEPOSIT	08/19	7,750.00

CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT
2729*08/19 550.00	2760 08/12 250.00	2765*08/30 5,000.00
2756 08/15 420.00	2761 08/17 100.00	2767*08/30 176.28
2757 08/05 500.00	2762 08/17 150.00	2769 08/25 300.00
2758 08/12 730.00	2763 08/22 570.00	2770 08/25 745.06
2759 08/12 600.00	2764 08/19 925.00	2771 08/25 1,489.40

(*) INDICATES A GAP IN CHECK NUMBER SEQUENCE

DESCRIPTION	DATE	AMOUNT
XX8725 PINLESS PURCHAS PALMS 226 - GREER GREER SC PALMS 226 - GREER	08/01	246.39
XX8725 DDA RECUR WWW*EARTHLINK.NET 800-719-4660 GA WWW*EARTHLINK.NE	08/02	19.95
XX8725 PINLESS PURCHAS WW GRAINGER 877-2022594 SC WW GRAINGER	08/04	51.50
XX8725 PINLESS PURCHAS GRAND STUFF 2 GREER SC GRAND STUFF 2 121822103024	08/08	300.00
XX8725 PINLESS PURCHAS LIVINGSTON & HAVEN LLC 864-4772979 SC LIVINGSTON &	08/10	45.12
XX8725 PINLESS PURCHAS LIVINGSTON & HAVEN LLC 864-4772979 SC LIVINGSTON &	08/16	104.80

* * * C O N T I N U E D * * *

Member FDIC

SEE REVERSE SIDE FOR RECONCILEMENT AND OTHER IMPORTANT INFORMATION

Please examine your statement immediately and report if incorrect to 864-877-2000. If no reply is received within 60 days, the account will be considered correct.

EQUAL HOUSING LENDER

Greer State Bank
PO Box 1029
Greer, SC 29650
864-877-2000

000 00001 01 PAGE: 2
ACCOUNT: [redacted] 08/31/2011
DOCUMENTS: 18

MGR RIDES, LLC

SMALL BUSINESS CKG ACCOUNT [redacted]

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
XX8725 PINLESS PURCHAS ANGLERTREK MARINE, LLC GREER SC ANGLERTREK MARINE,	08/16	152.49
XX8725 PINLESS PURCHAS SHELL OIL 57544683600 SPARTANBURG SC SHELL OIL 575	08/18	128.70
XX8725 PINLESS PURCHAS VERIZON WRLS IVR VE 800-9220204 CA VERIZON WRLS IV	08/18	410.59
XX8725 PINLESS PURCHAS WILSON EQUIPMENT CO INC SPARTANBURG SC WILSON EQUI	08/22	140.68
XX8725 PINLESS PURCHAS CITGO CORNER MART #21 GREER SC CITGO CORNER MART #	08/22	144.17
XX8725 PINLESS PURCHAS UNCLAIMED FURNITURE DUNCAN SC UNCLAIMED FURNITURE	08/23	1,353.11
XX8725 PINLESS PURCHAS HICKORY POINT 33 GREENVILLE SC HICKORY POINT 33	08/24	21.29
XX8725 PINLESS PURCHAS SIGNAL POINT SYSTEMS INC 770-4990439 GA SIGNAL POI	08/24	70.00
XX8725 DDA RECUR GODADDY.COM 480-5058855 AZ GODADDY.COM	08/29	14.99
XX8725 PINLESS PURCHAS MARATHON OIL 093658 GREER SC MARATHON OIL 093658	08/29	60.07
XX8725 PINLESS PURCHAS CHARTER COMM 888-438-2427 SC CHARTER COMM	08/29	380.32
XX8725 PINLESS PURCHAS SPEEDPAY:DUKE-ENERGY 866-316-3360 NC SPEEDPAY:DUKE	08/29	412.77

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
08/01	20,501.50	08/12	29,350.76	08/22	33,304.33
08/02	20,481.55	08/15	28,930.76	08/23	31,951.22
08/04	20,430.05	08/16	28,673.47	08/24	31,859.93
08/05	19,930.05	08/17	28,423.47	08/25	29,325.47
08/08	19,630.05	08/18	27,884.18	08/29	28,457.32
08/10	22,284.93	08/19	34,159.18	08/30	23,281.04

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PO Box 1029
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864-877-2000

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ACCOUNT: [redacted] 09/30/2011
DOCUMENTS: 25

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647 2 AV 0.465 *****AUTO**5-DIGIT 29651 2
000647 23
MGR RIDES, LLC
472 PEARSON RD 647
GREER SC 29651-7080 2

SMALL BUSINESS CKG ACCOUNT [redacted]

		LAST STATEMENT 08/31/11	23,281.04
MINIMUM BALANCE	16,424.62	2 CREDITS	19,333.33
AVG AVAILABLE BALANCE	22,079.49	52 DEBITS	26,189.75
		THIS STATEMENT 09/30/11	16,424.62

OTHER CREDITS

DESCRIPTION	DATE	AMOUNT
DEPOSIT	09/15	8,333.33
DEPOSIT	09/20	11,000.00

CHECKS

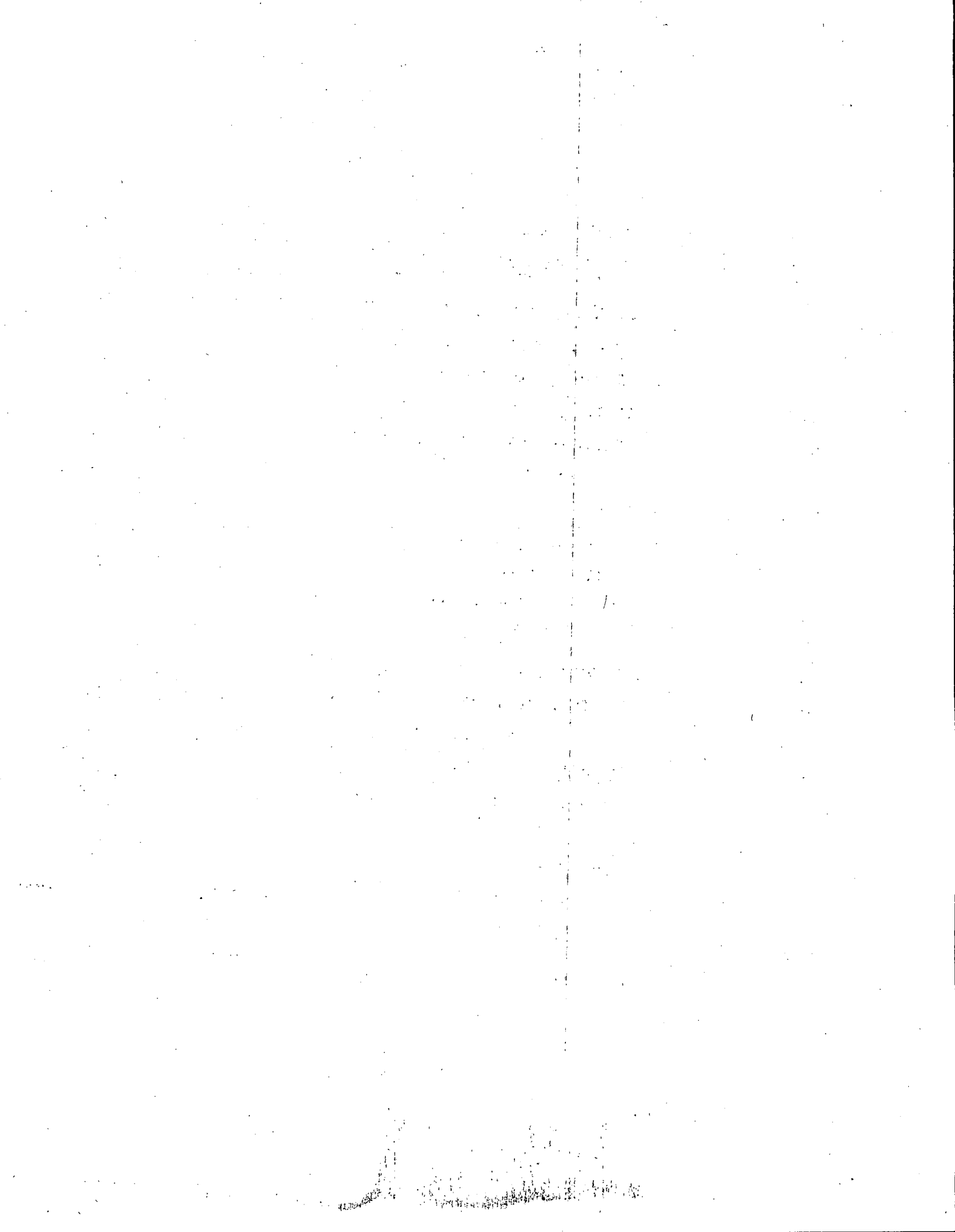
CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT
*09/20 300.00	2779 09/19 72.92	2787 09/26 741.73
2766*09/08 1,900.00	2780 09/19 503.14	2788 09/26 1,043.02
2773 09/01 500.00	2781 09/19 72.92	2789 09/26 125.00
2774 09/02 400.00	2782 09/16 542.93	2790 09/26 491.22
2775 09/19 422.00	2783 09/20 1,200.00	2791 09/22 950.00
2776 09/19 42.92	2784 09/20 769.62	2792*09/23 745.06
2777 09/19 42.92	2785 09/22 7,500.00	2794 09/30 540.00
2778 09/19 42.92	2786 09/26 2,631.00	

(*) INDICATES A GAP IN CHECK NUMBER SEQUENCE

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
XX8725 PINLESS PURCHAS KANGAROO EX #1503 WOODRUFF SC KANGAROO EX #1503	09/01	91.50
XX8725 PINLESS PURCHAS SPINX #121 GREER SC SPINX #121 124328710030	09/01	300.00
XX8725 DDA RECUR WWW*EARTHLINK.NET 800-719-4660 GA WWW*EARTHLINK.NE	09/02	19.95
XX8725 PINLESS PURCHAS SHOE SHOW 0330 GREENWOOD SC SHOE SHOW 0330	09/06	84.49
XX8725 PINLESS PURCHAS SPINX #134 SIMPSONVILLE SC SPINX #134	09/06	111.50

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Greer State Bank
PO Box 1029
Greer, SC 29650
864-877-2000

MGR RIDES, LLC

SMALL BUSINESS CKG ACCOUNT [redacted]

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
XX8725 PINLESS PURCHAS SPINX #134 SIMPSONVILLE SC SPINX #134	09/06	142.47
XX8725 PINLESS PURCHAS SPINX #134 SIMPSONVILLE SC SPINX #134	09/06	300.00
XX8725 PINLESS PURCHAS WCOASTNTNG9286921144 928-6921144 AZ WCOASTNTNG9286	09/06	349.62
XX8725 PINLESS PURCHAS WCOASTNTNG9286921144 928-6921144 AZ WCOASTNTNG9286	09/12	153.05
XX8725 PINLESS PURCHAS PRIME INDUSTRIES INC 440-2883626 OH PRIME INDUSTRI	09/15	446.50
XX8725 PINLESS PURCHAS SHELL OIL 57544683600 SPARTANBURG SC SHELL OIL 575	09/19	503.28
XX8725 PINLESS PURCHAS BLUE BAY SEAFOOD RESTAURA SPARTANBURG SC BLUE BAY	09/20	52.78
XX8725 PINLESS PURCHAS CAROLINA INTL TRUCKS COLUMBIA SC CAROLINA INTL TRU	09/22	71.95
XX8725 PINLESS PURCHAS SHELL OIL 57544683600 SPARTANBURG SC SHELL OIL 575	09/22	132.20
XX8725 PINLESS PURCHAS VERIZON WRLS IVR VE 800-9220204 CA VERIZON WRLS IV	09/22	202.08
XX8725 PINLESS PURCHAS CHARTER COMM 888-438-2427 SC CHARTER COMM	09/22	221.37
XX8725 PINLESS PURCHAS SHELL OIL 57544683600 SPARTANBURG SC SHELL OIL 575	09/23	111.28
XX8725 PINLESS PURCHAS TACO BELL #28000028043 BELMONT NC TACO BELL #28000	09/26	10.59
XX8725 PINLESS PURCHAS SHONEYS #703 CHARLOTTE NC SHONEYS #703	09/26	25.50
XX8725 PINLESS PURCHAS HARRIS TEETER #0061 CHARLOTTE NC HARRIS TEETER #00	09/26	27.45
XX8725 PINLESS PURCHAS MACK TRUCK SALES OF CHARL CHARLOTTE NC MACK TRUCK	09/26	56.78
XX8725 PINLESS PURCHAS SHELL OIL 57544683600 SPARTANBURG SC SHELL OIL 575	09/26	90.00
XX8725 PINLESS PURCHAS SHELL OIL 57544683600 SPARTANBURG SC SHELL OIL 575	09/26	103.88
XX8725 PINLESS PURCHAS SHELL OIL 57540659604 CHARLOTTE NC SHELL OIL 57540	09/26	124.63
XX8725 PINLESS PURCHAS ECONO LODGE AIRPORT INN CHARLOTTE NC ECONO LODGE A	09/26	177.00
XX8725 DDA RECUR GODADDY.COM 480-5058855 AZ GODADDY.COM	09/27	19.98
XX8725 PINLESS PURCHAS WILCO 905 00009050 BLACKSBURG SC WILCO 905 0000905	09/27	120.60
XX8725 PINLESS PURCHAS NCDOL ELEVATOR&AMUSEMENT RALEIGH NC NCDOL ELEVATOR	09/29	425.00

* * * C O N T I N U E D * * *

Greer State Bank
PO Box 1029
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864-877-2000

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ACCOUNT: [redacted] 10/31/2011
DOCUMENTS: 30

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636 2 AV 0.465 *****AUTO**5-DIGIT 29651 8
000636 22
MGR RIDES, LLC
472 PEARSON RD 636
GREER SC 29651-7080 2

SMALL BUSINESS CKG ACCOUNT [redacted]

		LAST STATEMENT 09/30/11	16,424.62
MINIMUM BALANCE	17,113.67	8 CREDITS	98,703.33
AVG AVAILABLE BALANCE	28,027.18	66 DEBITS	81,224.25
		THIS STATEMENT 10/31/11	33,903.70

OTHER CREDITS

DESCRIPTION	DATE	AMOUNT
DEPOSIT	10/03	25,000.00
DEPOSIT	10/11	22,250.00
DEPOSIT	10/14	8,903.33
DEPOSIT	10/17	11,500.00
DEPOSIT	10/21	1,400.00
DEPOSIT	10/21	16,150.00
DEPOSIT	10/31	2,000.00
DEPOSIT	10/31	11,500.00

CHECKS

CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT
2793*10/03 1,319.56	2802 10/13 1,320.00	2810 10/19 1,000.00
2795 10/03 3,500.00	2803 10/13 12,000.00	2811 10/21 200.00
2796 10/03 2,000.00	2804 10/14 2,500.00	2812 10/26 1,200.00
2797 10/06 3,000.00	2805 10/25 5,000.00	2813*10/27 1,860.00
2798 10/05 10,500.00	2806 10/14 816.60	2815 10/28 13,040.00
2799 10/19 1,500.00	2807 10/14 1,610.00	2816 10/28 745.06
2800 10/11 1,489.40	2808 10/20 4,500.00	
2801 10/11 3,500.00	2809 10/18 1,500.00	

(*) INDICATES A GAP IN CHECK NUMBER SEQUENCE

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
XX8725 DDA RECUR WWW*EARTHLINK.NET 800-719-4660 GA WWW*EARTHLINK.NE	10/03	19.95
XX8725 PINLESS PURCHAS WILCO 934 00009340 PROSPERITY SC WILCO 934 0000934	10/03	117.75

* * * C O N T I N U E D * * *

Member FDIC
SEE REVERSE SIDE FOR RECONCILEMENT AND OTHER IMPORTANT INFORMATION
EQUAL HOUSING LENDER
Please examine your statement immediately and report if incorrect to 864-877-2000. If no reply is received within 60 days, the account will be considered correct.

Greer State Bank
PO Box 1029
Greer, SC 29650
864-877-2000

MGR RIDES, LLC

SMALL BUSINESS CKG ACCOUNT [redacted]

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
XX8725 PINLESS PURCHAS JOKER JOES HARDEEVILLE SC JOKER JOES 127526740275	10/03	149.25
XX8725 PINLESS PURCHAS SHELL OIL 57522556000 ENOREE SC SHELL OIL 57522556	10/03	344.02
XX8725 PINLESS PURCHAS RED ROOF INNS 15905839 POOLER GA RED ROOF INNS 159	10/04	129.93
XX8725 PINLESS PURCHAS RED ROOF INNS 15905839 POOLER GA RED ROOF INNS 159	10/04	135.58
XX8725 PINLESS PURCHAS RED ROOF INNS 15905839 POOLER GA RED ROOF INNS 159	10/04	197.72
XX8725 PINLESS PURCHAS RED ROOF INNS 15905839 POOLER GA RED ROOF INNS 159	10/04	197.72
XX8725 PINLESS PURCHAS RED ROOF INNS 15905839 POOLER GA RED ROOF INNS 159	10/04	197.72
XX8725 PINLESS PURCHAS SHELL OIL 20555874601 SAINT GEORGE SC SHELL OIL 20	10/04	245.21
XX8725 PINLESS PURCHAS NUERA TRANSPORT S CAROLIN DUNCAN SC NUERA TRANSPOR	10/04	323.54
XX8725 PINLESS PURCHAS HESS 40374 COLUMBIA SC HESS 40374 127720710003	10/05	329.53
XX8725 PINLESS PURCHAS HOLLISTERCO.COM 866-426-1285 OH HOLLISTERCO.COM	10/06	670.80
XX8725 PINLESS PURCHAS TRACTOR SUPPLY #747 GREER SC TRACTOR SUPPLY #747	10/07	21.20
XX8725 PINLESS PURCHAS TRACTOR SUPPLY #747 GREER SC TRACTOR SUPPLY #747	10/07	131.50
XX8725 PINLESS PURCHAS LOVES TRAVEL S00003871 FAIR PLAY SC LOVES TRAVEL S	10/07	137.11
XX8725 PINLESS PURCHAS NUERA TRANSPORT S CAROLIN DUNCAN SC NUERA TRANSPOR	10/07	272.33
XX8725 PINLESS PURCHAS CAROLINA INTL TRUCKS 864-8480050 SC CAROLINA INTL	10/07	370.53
XX8725 PINLESS PURCHAS ALLSTATE TRUCKSTOP UNADILLA GA ALLSTATE TRUCKSTOP	10/11	68.50
XX8725 PINLESS PURCHAS JUNE BUGS # 2 ALBANY GA JUNE BUGS # 2	10/11	124.61
XX8725 PINLESS PURCHAS MARATHON PETRO111757 ANDERSON SC MARATHON PETRO111	10/11	130.35
XX8725 PINLESS PURCHAS ALLSTATE TRUCKSTOP UNADILLA GA ALLSTATE TRUCKSTOP	10/11	133.79
XX8725 PINLESS PURCHAS PILOT 00002600 ALBANY GA PILOT 00002600	10/11	143.21
XX8725 PINLESS PURCHAS JAMESON INN ALBANY ALBANY GA JAMESON INN ALBANY	10/11	222.27

* * * C O N T I N U E D * * *

Member FDIC

SEE REVERSE SIDE FOR RECONCILEMENT AND OTHER IMPORTANT INFORMATION

EQUAL HOUSING LENDER

Please examine your statement immediately and report if incorrect to 864-877-2000. If no reply is received within 60 days, the account will be considered correct.

GREER STATE BANK
[redacted]tate Bank
PO Box 1029
Greer, SC 29650
864-877-2000

MGR RIDES, LLC

S[redacted]GINESS CKG ACCOUNT [redacted]

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
XX8725 PINLESS PURCHAS JAMESON INN ALBANY ALBANY GA JAMESON INN ALBANY	10/11	222.27
XX8725 PINLESS PURCHAS JAMESON INN ALBANY ALBANY GA JAMESON INN ALBANY	10/11	222.27
XX8725 PINLESS PURCHAS HOLLISTERCO.COM 866-426-1285 OH HOLLISTERCO.COM	10/12	37.10
XX8725 PINLESS PURCHAS CITGO CORNER MART #21 GREER SC CITGO CORNER MART #	10/13	75.00
XX8725 PINLESS PURCHAS WILCO 934 00009340 PROSPERITY SC WILCO 934 0000934	10/17	152.64
XX8725 PINLESS PURCHAS SUNOCO 0321998700 GREER SC SUNOCO 0321998700	10/19	80.00
XX8725 PINLESS PURCHAS SUNOCO 0321998700 GREER SC SUNOCO 0321998700	10/19	125.00
XX8725 PINLESS PURCHAS GRAND STUFF 2 GREER SC GRAND STUFF 2 129420102015	10/21	205.05
XX8725 PINLESS PURCHAS SPINX #225 HONEA PATH SC SPINX #225 129628710035	10/24	75.00
XX8725 PINLESS PURCHAS HOT SPOT #2022 HONEA PATH SC HOT SPOT #2022	10/24	192.65
XX8725 PINLESS PURCHAS HOT SPOT #2022 HONEA PATH SC HOT SPOT #2022	10/24	310.46
XX8725 DDA RECUR GODADDY.COM 480-5058855 AZ GODADDY.COM	10/27	14.99
XX8725 PINLESS PURCHAS CITGO CORNER MART #21 GREER SC CITGO CORNER MART #	10/27	75.00
XX8725 PINLESS PURCHAS SUNOCO 0321998700 GREER SC SUNOCO 0321998700	10/28	76.40
XX8725 PINLESS PURCHAS KANGAROO EXPRESS 3441 PROSPERITY SC KANGAROO EXPRE	10/31	13.00
XX8725 PINLESS PURCHAS MARATHON PETR0093658 GREER SC MARATHON PETR0093658	10/31	57.25
XX8725 PINLESS PURCHAS SUNOCO 0321998700 GREER SC SUNOCO 0321998700	10/31	65.00
XX8725 PINLESS PURCHAS MARATHON PETR0137059 PROSPERITY SC MARATHON PETR01	10/31	75.00
XX8725 PINLESS PURCHAS GRAND STUFF 2 GREER SC GRAND STUFF 2 130425103009	10/31	105.03
XX8725 PINLESS PURCHAS SHELL OIL 57522556000 ENOREE SC SHELL OIL 57522556	10/31	130.40

DAILY BALANCE

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
10/03	33,974.09	10/04	32,546.67	10/05	21,717.14

* * * C O N T I N U E D * * *

Member FDIC

ASSETS PLEDGED AS COLLATERAL FOR SECURED BANK DEPOSIT AND OTHER IMPORTANT INFORMATION

EQUAL HOUSING LENDER

Please examine your statement immediately and report if incorrect to 864-877-2000. If no reply is received within 60 days, the account will be considered correct.

[redacted] State Bank
PO Box 1029
Greer, SC 29650
864-877-2000

000 00001 01 PAGE: 3
ACCOUNT: [redacted] 09/30/2011
DOCUMENTS: 25

MGR RIDES, LLC

SM[redacted]SINESS CKG ACCOUNT [redacted]

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
XX8725 PINLESS PURCHAS NCDOL ELEVATOR&AMUSEMENT RALEIGH NC NCDOL ELEVATOR	09/30	135.00

DAILY BALANCE

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
09/01	22,389.54	09/15	26,815.29	09/23	23,313.00
09/02	21,969.59	09/16	26,272.36	09/26	17,665.20
09/06	20,981.51	09/19	24,569.34	09/27	17,524.62
09/08	19,081.51	09/20	33,246.94	09/29	17,099.62
09/12	18,928.46	09/22	24,169.34	09/30	16,424.62

Greer State Bank
PO Box 1029
Greer, SC 29650
864-877-2000

MGR RIDES, LLC

SMALL BUSINESS CKG ACCOUNT [redacted]

DAILY BALANCE

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
10/06	18,046.34	10/17	34,998.99	10/25	37,860.83
10/07	17,113.67	10/18	33,498.99	10/26	36,660.83
10/11	33,107.00	10/19	30,793.99	10/27	34,710.84
10/12	33,069.90	10/20	26,293.99	10/28	20,849.38
10/13	19,674.90	10/21	43,438.94	10/31	33,903.70
10/14	23,651.63	10/24	42,860.83		

Member FDIC

SEE REVERSE SIDE FOR RECONCILEMENT AND OTHER IMPORTANT INFORMATION

EQUAL HOUSING LENDER

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Greer State Bank
PO Box 1029
Greer, SC 29650
864-877-2000

000 00001 01 PAGE: 1
ACCOUNT: [redacted] 11/30/2011
DOCUMENTS: 18

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MGR RIDES, LLC
472 PEARSON RD
GREER SC 29651-7080

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SMALL BUSINESS CKG ACCOUNT [redacted]

		LAST STATEMENT 10/31/11	33,903.70
		2 CREDITS	2,500.00
MINIMUM BALANCE	173.10	29 DEBITS	35,475.59
AVG AVAILABLE BALANCE	7,857.63	THIS STATEMENT 11/30/11	928.11

OTHER CREDITS

DESCRIPTION	DATE	AMOUNT
DEPOSIT	11/09	1,500.00
DEPOSIT	11/25	1,000.00

CHECKS

CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT
2814*11/02 290.93	2822 11/04 2,630.00	2828 11/16 462.50
2817 11/01 700.00	2823 11/04 520.00	2829 11/21 300.00
2818 11/03 4,500.00	2824 11/04 534.00	2830 11/23 5,000.00
2819 11/01 664.00	2825 11/04 300.00	2831 11/18 200.00
2820 11/04 13,500.00	2826 11/17 1,723.10	
2821 11/04 1,489.40	2827 11/14 200.00	

(*) INDICATES A GAP IN CHECK NUMBER SEQUENCE

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
XX8725 PINLESS PURCHAS GRAND STUFF 2 GREER SC GRAND STUFF 2 130521102012	11/01	155.93
XX8725 DDA RECUR WWW*EARTHLINK.NET 800-719-4660 GA WWW*EARTHLINK.NE	11/02	19.95
XX8725 PINLESS PURCHAS WATERLOO TENT AND TARP CO WATERLOO IA WATERLOO TEN	11/04	800.00
XX8725 PINLESS PURCHAS HOLLISTERCO.COM 866-426-1285 OH HOLLISTERCO.COM	11/07	37.10
XX8725 PINLESS PURCHAS WATERLOO TENT AND TARP CO WATERLOO IA WATERLOO TEN	11/07	776.93
XX8725 PINLESS PURCHAS EXXONMOBIL 47753751 SPARTANBURG SC EXXONMOBIL 4775	11/10	100.00

* * * C O N T I N U E D * * *

EQUAL HOUSING LENDER

SEE REVERSE SIDE FOR RECONCILEMENT AND OTHER IMPORTANT INFORMATION

Member FDIC

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Greer State Bank
PO Box 1029
Greer, SC 29650
864-877-2000

MGR RIDES, LLC

SMALL BUSINESS CKG ACCOUNT [redacted]

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
XX8725 PINLESS PURCHAS SPINX #134 SIMPSONVILLE SC SPINX #134	11/14	75.00
XX8725 PINLESS PURCHAS CITGO CORNER MART #21 GREER SC CITGO CORNER MART #	11/17	75.00
XX8725 PINLESS PURCHAS SPINX #121 GREER SC SPINX #121 132624710032	11/23	42.04
XX8725 PINLESS PURCHAS HOBBY LOBBY #328 TAYLORS SC HOBBY LOBBY #328	11/23	134.72
XX8725 PINLESS PURCHAS MARATHON PETR0136739 GREER SC MARATHON PETR0136739	11/25	35.00
XX8725 DDA RECUR GODADDY.COM 480-5058855 AZ GODADDY.COM	11/28	14.99
XX8725 PINLESS PURCHAS NCDOL ELEVATOR&AMUSEMENT RALEIGH NC NCDOL ELEVATOR	11/30	195.00

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
11/01	32,383.77	11/10	8,385.46	11/23	173.10
11/02	32,072.89	11/14	8,110.46	11/25	1,138.10
11/03	27,572.89	11/16	7,647.96	11/28	1,123.11
11/04	7,799.49	11/17	5,849.86	11/30	928.11
11/07	6,985.46	11/18	5,649.86		
11/09	8,485.46	11/21	5,349.86		

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EQUAL HOUSING LENDER

Please examine your statement immediately and report if incorrect to 864-877-2000. If no reply is received within 60 days, the account will be considered correct.

Greer State Bank
PO Box 1029
Greer, SC 29650
864-877-2000

000 00001 01 PAGE: 1
ACCOUNT: [redacted] 12/30/2011
DOCUMENTS: 7

384 1 AV 0.340 *****AUTO**5-DIGIT 29651
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MGR RIDES, LLC
472 PEARSON RD
GREER SC 29651-7080

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The U.S. Treasury Department has notified all banks that as of January 1, 2012, paper U.S. Savings Bonds will no longer be sold at financial institutions or through mail-in orders. Electronic savings bonds may be purchased online through TreasuryDirect at www.treasurydirect.gov.

SMALL BUSINESS CKG ACCOUNT [redacted]

		LAST STATEMENT 11/30/11	928.11
MINIMUM BALANCE	252.82	1 CREDITS	5,750.00
AVG AVAILABLE BALANCE	1,954.89	12 DEBITS	3,694.84
		THIS STATEMENT 12/30/11	2,983.27

[redacted]

DESCRIPTION	DATE	AMOUNT
DEPOSIT	12/20	5,750.00

CHECKS

CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT
2832 12/19 200.00	2834 12/21 650.00	2836 12/27 595.00
2833 12/23 1,234.48	2835 12/23 200.00	2837 12/27 325.08

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
XX8725 DDA RECUR WWW*EARTHLINK.NET 800-719-4660 GA WWW*EARTHLINK.NE	12/02	19.95
XX8725 PINLESS PURCHAS QA1 PRECISION PRODUCTS 952-985-5675 MN QA1 PRECISI	12/07	14.40
XX8725 PINLESS PURCHAS QA1 PRECISION PRODUCTS 952-985-5675 MN QA1 PRECISI	12/07	176.25
XX8725 PINLESS PURCHAS HOT SPOT #2011 SPARTANBURG SC HOT SPOT #2011	12/19	10.01
XX8725 PINLESS PURCHAS WM SUPERCENTER GREER SC WM SUPERCENTER	12/19	254.68
XX8725 DDA RECUR GODADDY.COM 480-5058855 AZ GODADDY.COM	12/27	14.99

* * * C O N T I N U E D * * *

Member FDIC

SEE REVERSE SIDE FOR RECONCILEMENT AND OTHER IMPORTANT INFORMATION

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Greer State Bank
PO Box 1029
Greer, SC 29650
864-877-2000

MGR RIDES, LLC

SMALL BUSINESS CKG ACCOUNT [redacted]

DAILY BALANCE

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
12/02	908.16	12/20	6,002.82	12/27	2,983.27
12/07	717.51	12/21	5,352.82		
12/19	252.82	12/23	3,918.34		

Member FDIC

SEE REVERSE SIDE FOR RECONCILEMENT AND OTHER IMPORTANT INFORMATION

EQUAL HOUSING LENDER

Please examine your statement immediately and report if incorrect to 864-877-2000. If no reply is received within 60 days, the account will be considered correct.

Greer State Bank
PO Box 1029
Greer, SC 29650
864-877-2000

000 00001 01 PAGE: 1
ACCOUNT: [redacted] 01/31/2012
DOCUMENTS: 3

$ 191,792.45

371 1 AV 0.350 *****AUTO**5-DIGIT 29651
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MGR RIDES, LLC
472 PEARSON RD
GREER SC 29651-7080

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PLAINTIFF'S EXHIBIT 9 11-9-15
PENGAD 800-631-6989

SMALL BUSINESS CKG ACCOUNT [redacted]

		LAST STATEMENT 12/30/11	2,983.27
MINIMUM BALANCE	365.48	1 CREDITS	2.80
AVG AVAILABLE BALANCE	2,180.27	21 DEBITS	2,620.59
		THIS STATEMENT 01/31/12	365.48

[redacted]

DESCRIPTION	DATE	AMOUNT
XX8725 POS FUND RETURN D & D MOTORS, INC. GREER SC D & D MOTORS, INC.	01/26	2.80

[redacted]

CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT
2838*01/20 66.92	2840 01/20 215.73	2841 01/26 45.00

(*) INDICATES A GAP IN CHECK NUMBER SEQUENCE

[redacted]

DESCRIPTION	DATE	AMOUNT
XX8725 DDA RECUR WWW*EARTHLINK.NET 800-719-4660 GA WWW*EARTHLINK.NE	01/03	19.95
XX8725 PINLESS PURCHAS BATTERIES PLUS SPARTANBURG SC BATTERIES PLUS	01/09	42.39
XX8725 PINLESS PURCHAS BOOE REALTY MYRTLE BEACH SC BOOE REALTY	01/10	356.28
XX8725 PINLESS PURCHAS MARATHON PETR0093658 GREER SC MARATHON PETR0093658	01/17	45.01
XX8725 PINLESS PURCHAS THE HOME DEPOT #1129 SPARTANBURG SC THE HOME DEPOT	01/17	142.86
XX8725 PINLESS PURCHAS SUNOCO 0321998700 GREER SC SUNOCO 0321998700	01/23	63.98
XX8725 PINLESS PURCHAS TRACTOR SUPPLY #747 GREER SC TRACTOR SUPPLY #747	01/23	93.27
XX8725 PINLESS PURCHAS SKRIP SHOPPE PHARMACY GREER SC SKRIP SHOPPE PHARMA	01/25	53.15

* * * C O N T I N U E D * * *

Member FDIC

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EQUAL HOUSING LENDER

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Greer State Bank
PO Box 1029
Greer, SC 29650
864-877-2000

MGR RIDES, LLC

SMALL BUSINESS CKG ACCOUNT [redacted]

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
XX8725 PINLESS PURCHAS HOT SPOT #6002 GREER SC HOT SPOT #6002	01/25	60.01
XX8725 PINLESS PURCHAS BAG PROCESSORS, INC. MECHANICSBURG PA BAG PROCESSO	01/25	563.00
XX8725 PINLESS PURCHAS D & D MOTORS, INC. GREER SC D & D MOTORS, INC.	01/26	2.80
XX8725 PINLESS PURCHAS MARATHON PETR0093658 GREER SC MARATHON PETR0093658	01/26	75.00
XX8725 PINLESS PURCHAS D & D MOTORS, INC. GREER SC D & D MOTORS, INC.	01/26	127.62
XX8725 PINLESS PURCHAS D & D MOTORS, INC. GREER SC D & D MOTORS, INC.	01/26	280.00
XX8725 DDA RECUR GODADDY.COM 480-5058855 AZ GODADDY.COM	01/27	14.99
XX8725 PINLESS PURCHAS KT EXPRESS LLC WOODRUFF SC KT EXPRESS LLC	01/30	35.08
XX8725 PINLESS PURCHAS LOWES #01983* GREENVILLE SC LOWES #01983*	01/30	117.55
XX8725 PINLESS PURCHAS KT EXPRESS LLC WOODRUFF SC KT EXPRESS LLC	01/30	200.00

DAILY BALANCE

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
01/03	2,963.32	01/20	2,094.13	01/27	718.11
01/09	2,920.93	01/23	1,936.88	01/30	365.48
01/10	2,564.65	01/25	1,260.72		
01/17	2,376.78	01/26	733.10		

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EQUAL HOUSING LENDER

Please examine your statement immediately and report if incorrect to 864-877-2000. If no reply is received within 60 days, the account will be considered correct.

Greer State Bank
PO Box 1029
Greer, SC 29650
864-877-2000

000 00001 01 PAGE: 1
ACCOUNT: [redacted] 02/29/2012
DOCUMENTS: 2

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358 1 AV 0.350 *****AUTO**5-DIGIT 29651
000358

MGR RIDES, LLC
472 PEARSON RD 358
GREER SC 29651-7080 2

SMALL BUSINESS CKG ACCOUNT [redacted]

		LAST STATEMENT 01/31/12	365.48
MINIMUM BALANCE	63.36-	1 CREDITS	3,500.00
AVG AVAILABLE BALANCE	761.49	14 DEBITS	1,257.95
		THIS STATEMENT 02/29/12	2,607.53

OTHER CREDITS

DESCRIPTION	DATE	AMOUNT
DEPOSIT	02/24	3,500.00

CHECKS PAID

CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT
2842 02/03 25.00		

DEBITS

DESCRIPTION	DATE	AMOUNT
XX8725 DDA RECUR WWW*EARTHLINK.NET 800-719-4660 GA WWW*EARTHLINK.NE	02/02	19.95
XX8725 PINLESS PURCHAS KING ARCHITECTURL METALS 214-388-9834 TX KING ARCH	02/09	176.49
XX8725 PINLESS PURCHAS MARATHON PETR0093658 GREER SC MARATHON PETR0093658	02/13	57.00
XX8725 PINLESS PURCHAS SPINX #121 GREER SC SPINX #121 204326710035	02/13	75.14
XX8725 PINLESS PURCHAS SPINX #121 GREER SC SPINX #121 204328710035	02/13	75.26
XX8725 DDA RECUR GODADDY.COM 480-5058855 AZ GODADDY.COM	02/27	14.99
XX8725 PINLESS PURCHAS Harrisons Workwear Sparta Spartanburg SC Harrisons	02/27	388.65
ATM FEE WITHDRAWAL XX8725 CHECKING W/D 1820 HWY 101 SOUTH GREER SC 6976	02/28	2.50
XX8725 CHECKING W/D 1820 HWY 101 SOUTH GREER SC 6976	02/28	120.00
SERVICE CHARGE	02/29	12.00
XX8725 PINLESS PURCHAS THE HOME DEPOT #1126 GREER SC THE HOME DEPOT #1126	02/29	40.97

* * * C O N T I N U E D * * *

Member FDIC

SEE REVERSE SIDE FOR RECONCILEMENT AND OTHER IMPORTANT INFORMATION

EQUAL HOUSING LENDER

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Greer State Bank
PO Box 1029
Greer, SC 29650
864-877-2000

MGR RIDES, LLC

SMALL BUSINESS CKG ACCOUNT [redacted]

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
XX8725 PINLESS PURCHAS SUNOCO 0321998700 GREER SC SUNOCO 0321998700	02/29	50.00
XX8725 CHECKING W/D 871 S BUNCOMBE RD GREER SC 3074	02/29	200.00

ITEMIZATION OF SERVICE CHARGE PAID THIS PERIOD

TOTAL CHARGE FOR MAINTENANCE FEE: 12.00

DAILY BALANCE

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
02/02	345.53	02/13	63.36-	02/28	2,910.50
02/03	320.53	02/24	3,436.64	02/29	2,607.53
02/09	144.04	02/27	3,033.00		

Member FDIC

SEE REVERSE SIDE FOR RECONCILEMENT AND OTHER IMPORTANT INFORMATION

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EQUAL HOUSING LENDER

Greer State Bank
PO Box 1029
Greer, SC 29650
864-877-2000

000 00001 01 PAGE: 1
ACCOUNT: [redacted] 03/30/2012
DOCUMENTS: 2

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372 1 AV 0.350 *****AUTO**5-DIGIT 29651
000372

MGR RIDES, LLC
472 PEARSON RD
GREER SC 29651-7080

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SMALL BUSINESS CKG ACCOUNT [redacted]

		LAST STATEMENT 02/29/12	2,607.53
		1 CREDITS	107.95
MINIMUM BALANCE	117.55-	16 DEBITS	2,845.07
AVG AVAILABLE BALANCE	884.82	THIS STATEMENT 03/30/12	129.59-

OTHER CREDITS

DESCRIPTION	DATE	AMOUNT
XX8725 POS FUND RETURN SAFE STRAP CO FAIRFIELD NJ SAFE STRAP CO	03/19	107.95

CHECKS

CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT
2843 03/12 25.00	2844 03/07 500.00	

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
XX8725 PINLESS PURCHAS TRACTOR SUPPLY #747 GREER SC TRACTOR SUPPLY #747	03/01	50.09
XX8725 DDA RECUR WWW*EARTHLINK.NET 800-719-4660 GA WWW*EARTHLINK.NE	03/05	19.95
XX8725 PINLESS PURCHAS BOOE REALTY MYRTLE BEACH SC BOOE REALTY	03/06	452.52
XX8725 PINLESS PURCHAS HARDWARE PRODUCTS LP 214-9531600 TX HARDWARE PRODU	03/07	114.20
XX8725 PINLESS PURCHAS PALMS 55 GREER SC PALMS 55 207020101053	03/12	50.00
XX8725 PINLESS PURCHAS SAFE STRAP CO FAIRFIELD NJ SAFE STRAP CO	03/14	729.49
XX8725 PINLESS PURCHAS MOTION INDUSTRIES SC17 864-2887503 SC MOTION INDUS	03/15	267.71
XX8725 PINLESS PURCHAS B & D INDUSTRIAL INC 478-7467624 GA B & D INDUSTRI	03/16	237.78
XX8725 PINLESS PURCHAS SPINX #121 GREER SC SPINX #121 207822710037	03/19	75.00

* * * C O N T I N U E D * * *

Greer State Bank
PO Box 1029
Greer, SC 29650
864-877-2000

000 00001 01
ACCOUNT: [redacted]
DOCUMENTS: 2

MGR RIDES, LLC

SMALL BUSINESS CKG ACCOUNT [redacted]

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
XX8725 PINLESS PURCHAS CHARTER COMM 888-438-2427 SC CHARTER COMM	03/19	258.30
XX8725 DDA RECUR GODADDY.COM 480-5058855 AZ GODADDY.COM	03/27	14.99
OVERDRAFT FEE(S)	03/27	38.00
OVERDRAFT INTEREST	03/30	.04
SERVICE CHARGE	03/30	12.00

ITEMIZATION OF SERVICE CHARGE PAID THIS PERIOD

TOTAL CHARGE FOR MAINTENANCE FEE: 12.00

DAILY BALANCE

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
03/01	2,557.44	03/12	1,395.77	03/19	64.56-
03/05	2,537.49	03/14	666.28	03/27	117.55-
03/06	2,084.97	03/15	398.57	03/30	129.59-
03/07	1,470.77	03/16	160.79		

Greer State Bank
PO Box 1029
Greer, SC 29650
864-877-2000

000 00001 01
ACCOUNT: [redacted]
DOCUMENTS: 2

PAGE: 1
04/30/2012

30

359 1 AV 0.350 *****AUTO**5-DIGIT 29651 1
000359 1
MGR RIDES, LLC
472 PEARSON RD 359
GREER SC 29651-7080 2

SMALL BUSINESS CKG ACCOUNT 1121045

		LAST STATEMENT 03/30/12	129.59-
MINIMUM BALANCE	187.54-	1 CREDITS	1,200.00
AVG AVAILABLE BALANCE	187.97	6 DEBITS	385.43
		THIS STATEMENT 04/30/12	684.98

OTHER CREDITS

DESCRIPTION	DATE	AMOUNT
DEPOSIT	04/24	1,200.00

CHECKS

CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT
2846 04/27 300.00		

DAILY CHARGES

DESCRIPTION	DATE	AMOUNT
XX8725 DDA RECUR WWW*EARTHLINK.NET 800-719-4660 GA WWW*EARTHLINK.NE	04/02	19.95
OVERDRAFT FEE(S)	04/02	38.00
XX8725 DDA RECUR GODADDY.COM 480-5058855 AZ GODADDY.COM	04/27	14.99
OVERDRAFT INTEREST	04/30	.49
SERVICE CHARGE	04/30	12.00

EXPLANATION OF SERVICE CHARGE FOR THIS PERIOD

TOTAL CHARGE FOR MAINTENANCE FEE: 12.00

DAILY BALANCE

DATE.....BALANCE	DATE.....BALANCE	DATE.....BALANCE
04/02 187.54-	04/27 697.47	
04/24 1,012.46	04/30 684.98	

Member FDIC

SEE REVERSE SIDE FOR RECONCILEMENT AND OTHER IMPORTANT INFORMATION

EQUAL HOUSING LENDER

Please examine your statement immediately and report if incorrect to 854-877-2000. If no reply is received within 60 days, the account will be considered correct.

Greer State Bank
PO Box 1029
Greer, SC 29650
864-877-2000

000 00001 01 PAGE: 1
ACCOUNT: [redacted] 05/31/2012
DOCUMENTS: 10

30

355 1 AV 0.350 *****AUTO**5-DIGIT 29651 2
000355 8
MGR RIDES, LLC
472 PEARSON RD 355
GREER SC 29651-7080 2

SMALL BUSINESS CKG ACCOUNT [redacted]

		LAST STATEMENT 04/30/12	684.98
MINIMUM BALANCE	130.79	8 CREDITS	14,579.70
AVG AVAILABLE BALANCE	8,321.16	23 DEBITS	7,604.25
		THIS STATEMENT 05/31/12	7,660.43

OTHER CREDITS

DESCRIPTION	DATE	AMOUNT
DEPOSIT	05/03	803.50
DEPOSIT	05/08	13,738.20
Refund NSF fee	05/11	38.00

CHECKS PAID

CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT
2845*05/01 257.90	2850 05/11 1,489.40	2853 05/30 154.31
2848 05/07 745.06	2851 05/21 171.30	2854 05/25 1,500.00
2849 05/09 150.00	2852 05/18 306.98	

(*) INDICATES A GAP IN CHECK NUMBER SEQUENCE

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
XX8725 DDA RECUR WWW*EARTHLINK.NET 800-719-4660 GA WWW*EARTHLINK.NE	05/02	19.95
XX8725 PINLESS PURCHAS GRAND STUFF 2 GREER SC GRAND STUFF 2 212522103008	05/04	200.00
RETURNED ITEM FEE(S)	05/07	38.00
XX8725 PINLESS PURCHAS QT 1113 91011130 GREER SC QT 1113 91011130	05/07	96.78
XX8725 PINLESS PURCHAS WM SUPERCENTER#2687 GREER SC WM SUPERCENTER#2687	05/14	260.39
XX8725 PINLESS PURCHAS LOWES #00667* GREER SC LOWES #00667* 213628000241	05/15	925.20
XX8725 PINLESS PURCHAS MARATHON PETR0093690 GREER SC MARATHON PETR0093690	05/17	40.03

* * * C O N T I N U E D * * *

Greer State Bank
PO Box 1029
Greer, SC 29650
864-877-2000

000 00001 01
ACCOUNT: [redacted]
DOCUMENTS: 10

MGR RIDES, LLC

SMALL BUSINESS CKG ACCOUNT [redacted]

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
XX8725 PINLESS PURCHAS QT 1113 91011130 GREER SC QT 1113 91011130	05/21	100.00
XX8725 PINLESS PURCHAS LOWES #00667* GREER SC LOWES #00667* 214121000680	05/21	109.01
XX8725 PINLESS PURCHAS THE FAMILY PRACTICE GREER SC THE FAMILY PRACTICE	05/23	157.00
XX8725 PINLESS PURCHAS LOWES #00667* GREER SC LOWES #00667* 214429000498	05/23	301.74
XX8725 DDA RECUR GODADDY.COM 480-5058855 AZ GODADDY.COM	05/29	14.99
XX8725 PINLESS PURCHAS CITGO CORNER MART #21 GREER SC CITGO CORNER MART #	05/29	40.00
XX8725 PINLESS PURCHAS TRACTOR SUPPLY #747 GREER SC TRACTOR SUPPLY #747	05/29	118.66
XX8725 PINLESS PURCHAS NORTHERN TOOL EQUIPMNT GREENVILLE SC NORTHERN TOOL	05/29	407.55

DAILY BALANCE

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
05/01	427.08	05/09	13,718.99	05/21	10,354.68
05/02	407.13	05/11	12,267.59	05/23	9,895.94
05/03	1,210.63	05/14	12,007.20	05/25	8,395.94
05/04	1,010.63	05/15	11,082.00	05/29	7,814.74
05/07	130.79	05/17	11,041.97	05/30	7,660.43
05/08	13,868.99	05/18	10,734.99		

Member FDIC

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EQUAL HOUSING LENDER

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Greer State Bank
PO Box 1029
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864-877-2000

000 00001 01 PAGE: 1
ACCOUNT: [redacted] 06/29/2012
DOCUMENTS: 22

30

560 1 AV 0.350 *****AUTO**5-DIGIT 29651 2
000560 20
MGR RIDES, LLC
472 PEARSON RD 560
GREER SC 29651-7080 2

SMALL BUSINESS CKG ACCOUNT [redacted]

		LAST STATEMENT 05/31/12	7,660.43
MINIMUM BALANCE	107.69	2 CREDITS	18,738.20
AVG AVAILABLE BALANCE	6,177.82	25 DEBITS	23,138.16
		THIS STATEMENT 06/29/12	3,260.47

DEPOSITS

REF #.....DATE.....AMOUNT	REF #.....DATE.....AMOUNT	REF #.....DATE.....AMOUNT
06/04 5,000.00		

OTHER CREDITS

DESCRIPTION	DATE	AMOUNT
DEPOSIT	06/14	13,738.20

CHECKS

CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT
2856 06/01 1,400.00	2863 06/19 536.74	2870 06/22 2,010.00
2857 06/07 42.94	2864 06/18 1,489.40	2871 06/22 1,000.00
2858 06/04 5,000.00	2865 06/18 745.06	2872 06/22 570.00
2859 06/08 295.08	2866 06/18 573.57	2873 06/26 600.00
2860 06/12 261.72	2867 06/18 409.58	2874 06/28 500.00
2861 06/08 5,000.00	2868 06/20 452.57	2875 06/29 990.00
2862 06/19 160.22	2869 06/26 395.38	

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
XX8725 DDA RECUR WWW*EARTHLINK.NET 800-719-4660 GA WWW*EARTHLINK.NE	06/04	19.95
XX8725 PINLESS PURCHAS QT 1113 91011130 GREER SC QT 1113 91011130	06/04	97.50
XX8725 PINLESS PURCHAS THE HOME DEPOT #1126 GREER SC THE HOME DEPOT #1126	06/04	185.55
XX8725 PINLESS PURCHAS W E WILLIS #8 GREER SC W E WILLIS #8 216022104025	06/08	250.00
XX8725 PINLESS PURCHAS GODADDY.COM 480-5058855 AZ GODADDY.COM	06/22	152.90

* * * C O N T I N U E D * * *

Member FDIC

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864-877-2000

MGR RIDES, LLC

SMALL BUSINESS CKG ACCOUNT [redacted]

DAILY BALANCE

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
06/01	6,260.43	06/14	13,845.89	06/26	4,750.47
06/04	5,957.43	06/18	10,628.28	06/28	4,250.47
06/07	5,914.49	06/19	9,931.32	06/29	3,260.47
06/08	369.41	06/20	9,478.75		
06/12	107.69	06/22	5,745.85		

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EQUAL HOUSING LENDER

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Greer State Bank
PO Box 1029
Greer, SC 29652
864-877-2000

000 00001 01 PAGE: 1
ACCOUNT: [redacted] 07/31/2012
DOCUMENTS: 17

30

456 1 AV 0.350 *****AUTO**5-DIGIT 29651 2
000456 15
MGR RIDES, LLC
472 PEARSON RD 456
GREER SC 29651-7080 2

SMALL BUSINESS CKG ACCOUNT [redacted]

		LAST STATEMENT 06/29/12	3,260.47
MINIMUM BALANCE	1,102.60	3 CREDITS	14,763.20
AVG AVAILABLE BALANCE	3,015.31	25 DEBITS	16,921.07
		THIS STATEMENT 07/31/12	1,102.60

OTHER CREDITS

DESCRIPTION	DATE	AMOUNT
XX8725 POS FUND RETURN HICKORY POINT 32 SPARTANBURG SC HICKORY POINT 32	07/02	25.00
DEPOSIT	07/06	3,500.00
DEPOSIT	07/17	11,238.20

CHECKS

CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT
2855*07/12 111.00	2880 07/10 480.00	2885 07/18 2,007.12
2876 07/02 252.00	2881 07/06 1,650.00	2886 07/20 1,489.40
2877 07/06 400.00	2882 07/06 320.00	2887 07/20 745.06
2878 07/17 1,500.00	2883 07/18 696.53	2888 07/23 900.00
2879 07/06 1,250.00	2884 07/17 1,150.00	2889 07/26 2,585.97

(*) INDICATES A GAP IN CHECK NUMBER SEQUENCE

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
XX8725 PINLESS PURCHAS HICKORY POINT 32 SPARTANBURG SC HICKORY POINT 32	07/02	8.43
XX8725 PINLESS PURCHAS HICKORY POINT 32 SPARTANBURG SC HICKORY POINT 32	07/02	15.25
XX8725 PINLESS PURCHAS HICKORY POINT 32 SPARTANBURG SC HICKORY POINT 32	07/02	125.00
XX8725 DDA RECUR WWW*EARTHLINK.NET 800-719-4660 GA WWW*EARTHLINK.NE	07/03	19.95
XX8725 PINLESS PURCHAS BOOE REALTY MYRTLE BEACH SC BOOE REALTY	07/11	791.37

* * * C O N T I N U E D * * *

Member FDIC

Greer State Bank
PO Box 1029
Greer, SC 29650
864-877-2000

MGR RIDES, LLC

SMALL BUSINESS CKG ACCOUNT [redacted]

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
XX8725 PINLESS PURCHAS NORTHERN TOOL EQUIPMNT GREENVILLE SC NORTHERN TOOL	07/19	222.59
XX8725 PINLESS PURCHAS PALMS 55 GREER SC PALMS 55 220422104027	07/23	42.25
XX8725 PINLESS PURCHAS STOP A MINIT 15 GREENVILLE SC STOP A MINIT 15	07/25	50.00
XX8725 PINLESS PURCHAS PRAXAIR DIST US #862 GREER SC PRAXAIR DIST US #862	07/27	59.15
XX8725 PINLESS PURCHAS EXXONMOBIL 47531900 CAMDEN SC EXXONMOBIL 47531900	07/30	50.00

DAILY BALANCE

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
07/02	2,884.79	07/12	1,362.47	07/23	3,847.72
07/03	2,864.84	07/17	9,950.67	07/25	3,797.72
07/06	2,744.84	07/18	7,247.02	07/26	1,211.75
07/10	2,264.84	07/19	7,024.43	07/27	1,152.60
07/11	1,473.47	07/20	4,789.97	07/30	1,102.60

SEE REVERSE SIDE FOR RECONCILEMENT AND OTHER IMPORTANT INFORMATION

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Greer State Bank
PO Box 1029
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864-877-2000

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ACCOUNT: [redacted]
DOCUMENTS: 11

PAGE: 1
08/31/2012

MGR RIDES, LLC
472 PEARSON RD
GREER SC 29651-9031

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2
9

SMALL BUSINESS CKG ACCOUNT [redacted]

		LAST STATEMENT 07/31/12	1,102.60
MINIMUM BALANCE	83.70-	2 CREDITS	15,738.20
AVG AVAILABLE BALANCE	3,081.63	24 DEBITS	15,467.99
		THIS STATEMENT 08/31/12	1,372.81

DEPOSITS

REF #.....DATE.....AMOUNT	REF #.....DATE.....AMOUNT	REF #.....DATE.....AMOUNT
08/23 2,000.00		

OTHER CREDITS

DESCRIPTION	DATE	AMOUNT
DEPOSIT	08/10	13,738.20

CHECKS

CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT
2890 08/01 500.00	2893 08/20 560.00	2896 08/14 2,771.56
2891 08/20 1,206.00	2894 08/14 1,489.40	2897*08/20 800.00
2892 08/20 786.10	2895 08/14 5,120.76	2899 08/30 543.48

(*) INDICATES A GAP IN CHECK NUMBER SEQUENCE

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
XX8725 PINLESS PURCHAS MARATHON PETRO093658 GREER SC MARATHON PETRO093658	08/01	53.25
XX8725 PINLESS PURCHAS GODADDY.COM 480-5058855 AZ GODADDY.COM	08/01	58.05
XX8725 DDA RECUR WWW*EARTHLINK.NET 800-719-4660 GA WWW*EARTHLINK.NE	08/02	19.95
XX8725 PINLESS PURCHAS VZWRLSS*IVR VE 800-922-0204 NJ VZWRLSS*IVR VE	08/06	203.52
XX8725 PINLESS PURCHAS PIRATES VOYAGE TICKETING MYRTLE BEACH SC PIRATES V	08/06	267.00
ATM FEE WITHDRAWAL XX8725 CHECKING W/D 1820 HIGHWAY 101 S GREER SC 019847	08/13	2.50

* * * C O N T I N U E D * * *

Member FDIC

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Greer State Bank
PO Box 1029
Greer, SC 29650
864-877-2000

000 00001 01
ACCOUNT: [redacted]
DOCUMENTS: 11

MGR RIDES, LLC

SMALL BUSINESS CKG ACCOUNT [redacted]

- - - - - - - - - OTHER DEBITS - - - - - - - - -

DESCRIPTION	DATE	AMOUNT
ATM FEE WITHDRAWAL XX8725 CHECKING W/D 1820 HIGHWAY 101 S GREER SC 019848	08/13	2.50
XX8725 CHECKING W/D 1820 HIGHWAY 101 S GREER SC 019848	08/13	100.00
XX8725 CHECKING W/D 1820 HIGHWAY 101 S GREER SC 019847	08/13	200.00
XX8725 PINLESS PURCHAS GRAND STUFF 2 GREER SC GRAND STUFF 2 222727103007	08/14	50.00
XX8725 PINLESS PURCHAS UNIVERSAL FIDELITY LP 281-6474100 TX UNIVERSAL FID	08/14	112.00
XX8725 PINLESS PURCHAS QT 1113 91011130 GREER SC QT 1113 91011130	08/15	100.00
XX8725 PINLESS PURCHAS LOWES #00667* GREER SC LOWES #00667* 222721000259	08/15	196.91
XX8725 PINLESS PURCHAS JACK DAVIS DMD PA GREER SC JACK DAVIS DMD PA	08/22	325.00
OVERDRAFT INTEREST	08/31	.01

- - - - - - - - DAILY BALANCE - - - - - - - -

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
08/01	491.30	08/13	13,434.03	08/22	83.70-
08/02	471.35	08/14	3,890.31	08/23	1,916.30
08/06	.83	08/15	3,593.40	08/30	1,372.82
08/10	13,739.03	08/20	241.30	08/31	1,372.81

Greer State Bank
PO Box 1029
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864-877-2000

000 00001 01 PAGE: 1
ACCOUNT: [redacted] 09/28/2012
DOCUMENTS: 26

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2
24

569 1 AV 0.350 *****AUTO**5-DIGIT 29651
000569
MGR RIDES, LLC
472 PEARSON RD
GREER SC 29651-7080

569
2

SMALL BUSINESS CKG ACCOUNT [redacted]

		LAST STATEMENT 08/31/12	1,372.81
MINIMUM BALANCE	1,352.86	2 CREDITS	32,713.20
AVG AVAILABLE BALANCE	11,125.75	29 DEBITS	20,661.06
		THIS STATEMENT 09/28/12	13,424.95

OTHER CREDITS

DESCRIPTION	DATE	AMOUNT
DEPOSIT	09/10	23,713.20
DEPOSIT	09/25	9,000.00

CHECKS

CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT
2900 09/24 3,000.00	2908 09/18 5,000.00	2916 09/14 1,150.00
2901 09/18 4,000.00	2909 09/12 150.00	2917 09/14 550.00
2902 09/17 831.28	2910 09/12 150.00	2918 09/20 295.00
2903 09/17 42.94	2911 09/13 380.00	2919 09/27 200.00
2904 09/17 42.94	2912 09/13 1,563.87	2920 09/21 1,200.00
2905 09/17 66.94	2913 09/18 134.28	2921 09/26 200.00
2906 09/17 66.94	2914 09/14 150.00	2922*09/28 540.00
2907 09/17 66.94	2915 09/14 250.00	2924 09/28 200.00

(*) INDICATES A GAP IN CHECK NUMBER SEQUENCE

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
XX8725 DDA RECUR WWW*EARTHLINK.NET 800-719-4660 GA WWW*EARTHLINK.NE	09/04	19.95
XX8725 PINLESS PURCHAS TOUCHOFCLASS*TOUCHOFCLASS 800-4577456 IN TOUCHOFCL	09/21	159.99
XX8725 PINLESS PURCHAS MARATHON PETR0093658 GREER SC MARATHON PETR0093658	09/24	200.00
XX8725 DDA RECUR GODADDY.COM 480-5058855 AZ GODADDY.COM	09/27	4.99
XX8725 PINLESS PURCHAS NCDOL ELEVATOR&AMUSEMENT 919-715-4304 NC NCDOL ELE	09/27	45.00

* * * C O N T I N U E D * * *

Member FDIC

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MGR RIDES, LLC

SMALL BUSINESS CKG ACCOUNT [redacted]

DAILY BALANCE

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
09/04	1,352.86	09/17	19,604.21	09/25	14,614.94
09/10	25,066.06	09/18	10,469.93	09/26	14,414.94
09/12	24,766.06	09/20	10,174.93	09/27	14,164.95
09/13	22,822.19	09/21	8,814.94	09/28	13,424.95
09/14	20,722.19	09/24	5,614.94		

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EQUAL HOUSING LENDER

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Greer State Bank
PO Box 1029
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864-877-2000

000 00001 01 PAGE: 1
ACCOUNT: [redacted] 10/31/2012
DOCUMENTS: 33

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5
28

452 2 AV 0.350 *****AUTO**5-DIGIT 29651
000452
MGR RIDES, LLC
472 PEARSON RD 452
GREER SC 29651-7080 2

SMALL BUSINESS CKG ACCOUNT [redacted]

		LAST STATEMENT 09/28/12	13,424.95
MINIMUM BALANCE	7,333.11	5 CREDITS	50,388.20
AVG AVAILABLE BALANCE	14,101.33	55 DEBITS	56,480.04
		THIS STATEMENT 10/31/12	7,333.11

OTHER CREDITS

DESCRIPTION	DATE	AMOUNT
DEPOSIT	10/03	9,000.00
DEPOSIT	10/10	15,500.00
DEPOSIT	10/15	10,500.00
DEPOSIT	10/17	13,888.20
DEPOSIT	10/29	1,500.00

CHECKS

CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT
2898*10/10 205.00	2933 10/10 150.00	2943 10/17 1,489.40
2923*10/02 460.00	2934 10/10 17,300.00	2944 10/17 6,144.88
2925 10/01 184.00	2935 10/10 839.63	2945 10/23 540.00
2926 10/03 1,000.00	2936 10/15 1,000.00	2946 10/18 400.00
2927 10/03 400.00	2937 10/12 1,250.00	2947 10/31 853.00
2928 10/02 1,241.00	2938 10/22 1,713.49	2948 10/26 1,190.00
2929 10/04 280.00	2939 10/15 2,100.00	2949 10/26 100.00
2930 10/12 292.80	2940 10/18 650.00	2950 10/30 4,405.58
2931 10/05 800.00	2941 10/17 1,200.00	
2932 10/12 545.00	2942 10/17 2,840.00	

(*) INDICATES A GAP IN CHECK NUMBER SEQUENCE

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
XX8725 DDA RECUR WWW*EARTHLINK.NET 800-719-4660 GA WWW*EARTHLINK.NE	10/02	19.95
XX8725 PINLESS PURCHAS SPINX #121 GREER SC SPINX #121 227723710034	10/04	36.75

* * * C O N T I N U E D * * *

Member FDIC

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MGR RIDES, LLC

SMALL BUSINESS CKG ACCOUNT [redacted]

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
XX8725 PINLESS PURCHAS SAFE STRAP CO FAIRFIELD NJ SAFE STRAP CO	10/04	660.40
XX8725 PINLESS PURCHAS RED ROOF INNS 15905839 POOLER GA RED ROOF INNS 159	10/09	62.14
XX8725 PINLESS PURCHAS MARATHON PETR0093658 GREER SC MARATHON PETR0093658	10/09	75.00
XX8725 PINLESS PURCHAS QT 1113 91011130 GREER SC QT 1113 91011130	10/09	100.00
XX8725 PINLESS PURCHAS RED ROOF INNS 15905839 POOLER GA RED ROOF INNS 159	10/09	124.28
XX8725 PINLESS PURCHAS RED ROOF INNS 15905839 POOLER GA RED ROOF INNS 159	10/09	197.72
XX8725 PINLESS PURCHAS RED ROOF INNS 15905839 POOLER GA RED ROOF INNS 159	10/09	197.72
XX8725 PINLESS PURCHAS VZWRLSS*IVR VE 800-922-0204 NJ VZWRLSS*IVR VE	10/09	221.98
XX8725 PINLESS PURCHAS CIRCLE C TRAVEL PLAZA WALTERBORO SC CIRCLE C TRAVE	10/09	300.00
XX8725 PINLESS PURCHAS MARATHON PETR0093658 GREER SC MARATHON PETR0093658	10/09	300.00
XX8725 PINLESS PURCHAS CHARTER COMM 888-438-2427 SC CHARTER COMM	10/10	263.98
XX8725 PINLESS PURCHAS STOP A MINIT 15 GREENVILLE SC STOP A MINIT 15	10/15	100.00
XX8725 PINLESS PURCHAS MARATHON PETR0097873 GRAY GA MARATHON PETR0097873	10/15	238.34
XX8725 PINLESS PURCHAS JAMESON INN ALBANY ALBANY GA JAMESON INN ALBANY	10/15	239.37
XX8725 PINLESS PURCHAS JAMESON INN ALBANY ALBANY GA JAMESON INN ALBANY	10/15	239.37
XX8725 PINLESS PURCHAS JAMESON INN ALBANY ALBANY GA JAMESON INN ALBANY	10/15	239.37
XX8725 PINLESS PURCHAS QT 1106 97011068 ANDERSON SC QT 1106 97011068	10/15	278.00
XX8725 PINLESS PURCHAS JOHN DEERE LANDSCAPES191 GREER SC JOHN DEERE LANDS	10/16	515.85
XX8725 PINLESS PURCHAS NUERA TRANSPORT S CAROLIN DUNCAN SC NUERA TRANSPOR	10/17	837.69
XX8725 PINLESS PURCHAS QT 1113 91011130 GREER SC QT 1113 91011130	10/19	94.00
XX8725 PINLESS PURCHAS MARATHON PETR0093658 GREER SC MARATHON PETR0093658	10/24	200.00
XX8725 PINLESS PURCHAS LOWES #00667* GREER SC LOWES #00667* 229821000695	10/25	196.24

* * * C O N T I N U E D * * *

Greer State Bank
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864-877-2000

MGR RIDES, LLC

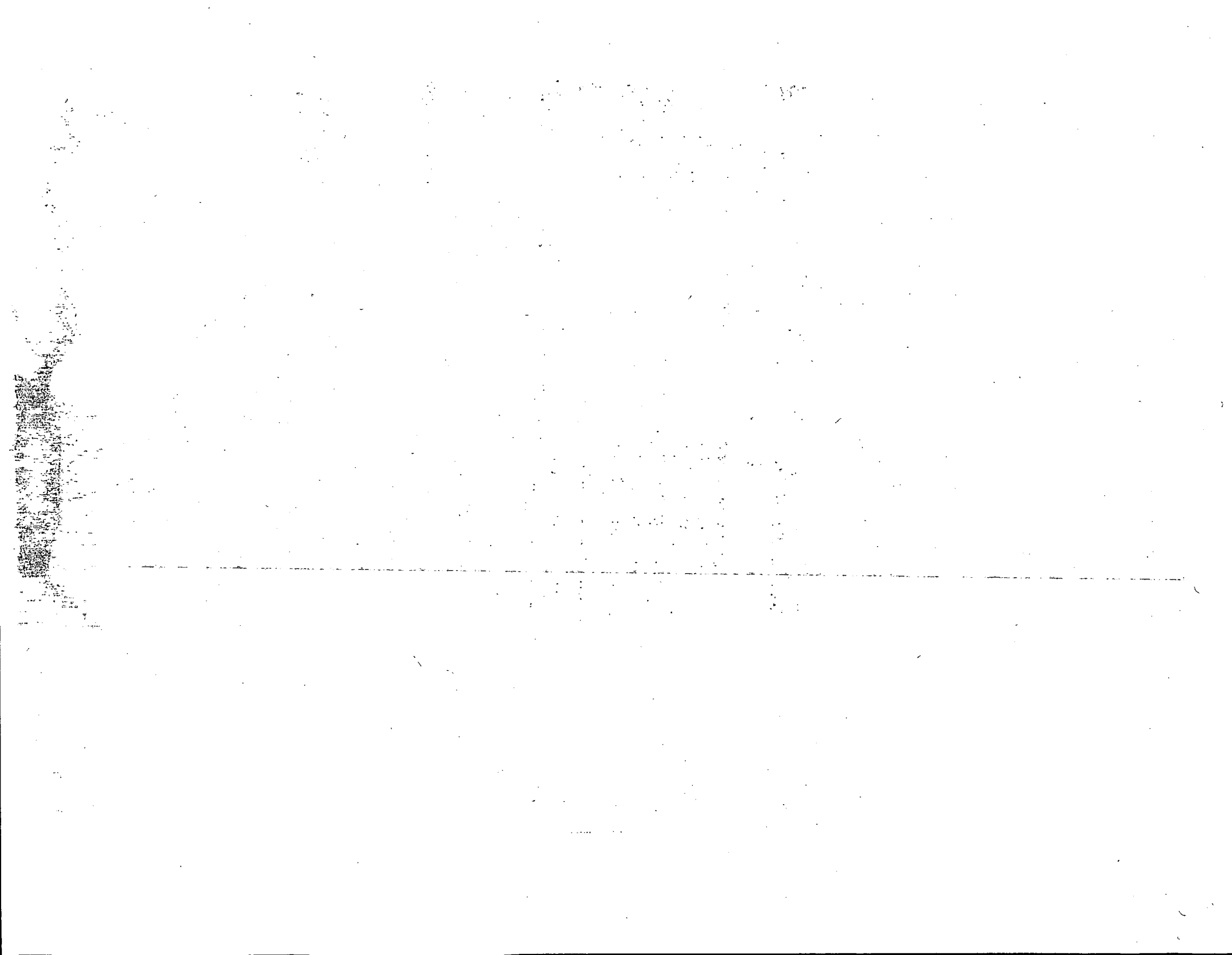
SM[redacted]NESS CKG ACCOUNT [redacted]

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
XX8725 PINLESS PURCHAS THE HOME DEPOT #1126 GREER SC THE HOME DEPOT #1126	10/26	77.62
XX8725 PINLESS PURCHAS REDLINE TICKETS 773-342-8497 IL REDLINE TICKETS	10/29	497.79
XX8725 PINLESS PURCHAS THE HOME DEPOT #1126 GREER SC THE HOME DEPOT #1126	10/29	592.70

DAILY BALANCE

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
10/01	13,240.95	10/12	10,417.60	10/23	13,946.04
10/02	11,520.00	10/15	16,483.15	10/24	13,746.04
10/03	19,120.00	10/16	15,967.30	10/25	13,549.80
10/04	18,142.85	10/17	17,343.53	10/26	12,182.18
10/05	17,342.85	10/18	16,293.53	10/29	12,591.69
10/09	15,764.01	10/19	16,199.53	10/30	8,186.11
10/10	12,505.40	10/22	14,486.04	10/31	7,333.11



Greer State Bank
PO Box 1029
Greer, SC 29652
864-877-2000

Account Number	[redacted]
Statement Date	11/30/2012
Balance	1,020.66
Enclosures	11
Page	1

546 1 AV 0.350 *****AUTO**5-DIGIT 29651

MGR RIDES, LLC
472 PEARSON RD
GREER SC 29651-7080

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SMALL BUSINESS CKG ACCOUNT [redacted]

		LAST STATEMENT 10/31/12	7,333.11
MINIMUM BALANCE	1,020.66	1 CREDITS	12,551.00
AVG AVAILABLE BALANCE	9,893.07	17 DEBITS	18,863.45
		THIS STATEMENT 11/30/12	1,020.66

[redacted]

DESCRIPTION	DATE	AMOUNT
DEPOSIT	11/02	12,551.00

[redacted]

CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT
2951*11/08 185.44	2954 11/14 300.00	2958 11/19 7,000.00
2951 11/08 225.39	2955 11/16 1,563.87	2959 11/30 361.80
2952 11/09 5,200.00	2956 11/16 434.00	
2953 11/14 400.00	2957 11/20 2,100.00	

(*) INDICATES A GAP IN CHECK NUMBER SEQUENCE

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DESCRIPTION	DATE	AMOUNT
XX8725 DDA RECUR WWW*EARTHLINK.NET 800-719-4660 GA WWW*EARTHLINK.NE	11/02	19.95
XX8725 PINLESS PURCHAS THE HOME DEPOT #1126 GREER SC THE HOME DEPOT #1126	11/02	241.50
XX8725 PINLESS PURCHAS QT 1113 91011130 GREER SC QT 1113 91011130	11/09	91.30
XX8725 PINLESS PURCHAS RACETRAC570 00005702 ORLANDO FL RACETRAC570 000057	11/14	99.00
XX8725 PINLESS PURCHAS GATE 1132 Q80 JACKSONVILLE FL GATE 1132 Q80	11/19	120.50
XX8725 PINLESS PURCHAS MARATHON PETR0093658 GREER SC MARATHON PETR0093658	11/27	120.00
XX8725 PINLESS PURCHAS WATER CANNON INC 800-3339274 FL WATER CANNON INC	11/29	400.70

* * * C O N T I N U E D * * *

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EQUAL HOUSING LENDER

Greer State Bank
PO Box 1029
Greer, SC 29652
864-877-2000

Account Number	[redacted]
Statement Date	12/31/2012
Balance	3,364.01
Enclosures	14
Page	1

653 1 AV 0.350 *****AUTO**5-DIGIT 29651

MGR RIDES, LLC
472 PEARSON RD
GREER SC 29651-7080

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SMALL BUSINESS CKG ACCOUNT [redacted]

		LAST STATEMENT 11/30/12	1,020.66
MINIMUM BALANCE	3,364.01	2 CREDITS	27,510.00
AVG AVAILABLE BALANCE	8,402.00	20 DEBITS	25,166.65
		THIS STATEMENT 12/31/12	3,364.01

[redacted] CREDITS

DESCRIPTION	DATE	AMOUNT
DEPOSIT	12/03	10,200.00
DEPOSIT	12/21	17,310.00

[redacted] CHECKS

CHECK #	DATE	AMOUNT	CHECK #	DATE	AMOUNT	CHECK #	DATE	AMOUNT
2960	12/03	132.90	2964	12/10	180.00	2968	12/12	225.52
2961	12/03	2,000.00	2965	12/07	400.00	2969	12/12	500.00
2962	12/17	182.92	2966	12/12	1,489.40	2970	12/24	324.00
2963	12/10	300.00	2967	12/12	434.00	2971	12/27	17,310.00

[redacted] DEBITS

DESCRIPTION	DATE	AMOUNT
XX8725 DDA RECUR WWW*EARTHLINK.NET 800-719-4660 GA WWW*EARTHLINK.NE	12/03	19.95
XX8725 PINLESS PURCHAS LOVES COUNTRY 00003970 BLACKSBURG SC LOVES COUNTRY	12/03	207.01
XX8725 PINLESS PURCHAS NCDOL ELEVATOR&AMUSEMENT 919-715-4304 NC NCDOL ELE	12/03	385.00
XX8725 PINLESS PURCHAS PROFESSIONAL PHARMACY OF GREER SC PROFESSIONAL PHA	12/06	205.00
XX8725 PINLESS PURCHAS WATER CANNON INC 800-3339274 FL WATER CANNON INC	12/10	87.97
XX8725 CHECKING W/D 871 S BUNCOMBE RD GREER SC 2394	12/24	100.00
XX8725 CHECKING W/D 871 S BUNCOMBE RD GREER SC 2395	12/24	100.00
XX8725 PINLESS PURCHAS H.H. GREGG AUGUSTA #103 INDIANAPOLIS IN H.H. GREGG	12/26	582.98

* * * C O N T I N U E D * * *

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Greer State Bank
PO Box 1029
Greer, SC 29652
864-877-2000

Account Number	[redacted]
Statement Date	12/31/2012
Balance	3,364.01
Enclosures	14
Page	2

MGR RIDES, LLC

SMALL BUSINESS CKG ACCOUNT [redacted]

DAILY BALANCE

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
12/03	8,475.80	12/12	4,653.91	12/26	20,674.01
12/06	8,270.80	12/17	4,470.99	12/27	3,364.01
12/07	7,870.80	12/21	21,780.99		
12/10	7,302.83	12/24	21,256.99		

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Greer State Bank
PO Box 1029
Greer, SC 29652
864-877-2000

Account Number	[redacted]
Statement Date	01/31/2013
Balance	1,094.58
Enclosures	5
Page	1

585 1 AV 0.360 *****AUTO**5-DIGIT 29651

MGR RIDES, LLC
472 PEARSON RD
GREER SC 29651-7080

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PLAINTIFF'S EXHIBIT 10 (46) 11-9-15
PENGAD 800-631-6989

SMALL BUSINESS CKG ACCOUNT [redacted]

		LAST STATEMENT 12/31/12	3,364.01
MINIMUM BALANCE	1,094.58	CREDITS	.00
AVG AVAILABLE BALANCE	1,851.23	13 DEBITS	2,269.43
		THIS STATEMENT 01/31/13	1,094.58

CHECKS

CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT
2972 01/02 206.98	2974 01/07 239.95	2976 01/15 48.18
2973 01/02 102.92	2975 01/07 448.14	

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
XX8725 DDA RECUR WWW*EARTHLINK.NET 800-719-4660 GA WWW*EARTHLINK.NE	01/02	19.95
XX8725 PINLESS PURCHAS VZWRLSS*IVR VE 800-922-0204 NJ VZWRLSS*IVR VE	01/03	233.96
XX8725 PINLESS PURCHAS QT 1112 97011126 DUNCAN SC QT 1112 97011126	01/14	45.00
XX8725 PINLESS PURCHAS BAG PROCESSORS, INC. 717-766-0703 PA BAG PROCESSOR	01/18	624.17
XX8725 PINLESS PURCHAS VERIZON WRLS 73052-01 TAYLORS SC VERIZON WRLS 7305	01/22	37.07
XX8725 PINLESS PURCHAS TRACTOR SUPPLY #747 GREER SC TRACTOR SUPPLY #747	01/22	188.58
XX8725 PINLESS PURCHAS QT 1112 97011126 DUNCAN SC QT 1112 97011126	01/24	45.00
XX8725 PINLESS PURCHAS WAFFLE HOUSE 1785 SPARTANBURG SC WAFFLE HOUSE 1785	01/31	29.53

DAILY BALANCE

DATE.....BALANCE	DATE.....BALANCE	DATE.....BALANCE
01/02 3,034.16	01/03 2,800.20	01/07 2,112.11

* * * C O N T I N U E D * * *

Member FDIC

Greer State Bank
PO Box 1029
Greer, SC 29652
864-877-2000

Account Number	[redacted]
Statement Date	01/31/2013
Balance	1,094.58
Enclosures	5
Page	2

MGR RIDES, LLC

SMALL BUSINESS CKG ACCOUNT [redacted]

DAILY BALANCE

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
01/14	2,067.11	01/18	1,394.76	01/24	1,124.11
01/15	2,018.93	01/22	1,169.11	01/31	1,094.58

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Greer State Bank
PO Box 1029
Greer, SC 29652
864-877-2000

Account Number	[redacted]
Statement Date	02/28/2013
Balance	268.79
Enclosures	5
Page	1

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MGR RIDES, LLC
472 PEARSON RD
GREER SC 29651-7080

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SMALL BUSINESS CKG ACCOUNT [redacted]

		LAST STATEMENT 01/31/13	1,094.58
MINIMUM BALANCE	280.79	CREDITS	.00
AVG AVAILABLE BALANCE	754.14	10 DEBITS	825.79
		THIS STATEMENT 02/28/13	268.79

CHECKS

CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT
2977 02/13 50.75	2979 02/15 85.13	2981 02/21 252.00
2978 02/15 132.98	2980 02/15 150.00	

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
XX8725 DDA RECUR WWW*EARTHLINK.NET 800-719-4660 GA WWW*EARTHLINK.NE	02/04	19.95
XX8725 PINLESS PURCHAS SJWD 864-4394423 SC SJWD 304326900015	02/12	19.04
XX8725 PINLESS PURCHAS QT 1112 97011126 DUNCAN SC QT 1112 97011126	02/14	40.03
XX8725 PINLESS PURCHAS PROFESSIONAL PHARMACY OF GREER SC PROFESSIONAL PHA	02/27	63.91
SERVICE CHARGE	02/28	12.00

EXPLANATION OF SERVICE CHARGE PAID THIS PERIOD

TOTAL CHARGE FOR MAINTENANCE FEE: 12.00

DAILY BALANCE

DATE.....BALANCE	DATE.....BALANCE	DATE.....BALANCE
02/04 1,074.63	02/14 964.81	02/27 280.79
02/12 1,055.59	02/15 596.70	02/28 268.79
02/13 1,004.84	02/21 344.70	

Member FDIC

EQUAL HOUSING LENDER

Greer State Bank
PO Box 1029
Greer, SC 29652
864-877-2000

Account Number	[redacted]
Statement Date	03/29/2013
Balance	.63
Enclosures	0
Page	1

249 1 AV 0.357 *****AUTO**5-DIGIT 29651

MGR RIDES, LLC
472 PEARSON RD
GREER SC 29651-7080

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SMALL BUSINESS CKG ACCOUNT [redacted]

		LAST STATEMENT 02/28/13	268.79
		CREDITS	.00
MINIMUM BALANCE	12.63	3 DEBITS	268.16
AVG AVAILABLE BALANCE	153.16	THIS STATEMENT 03/29/13	.63

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
XX8725 DDA RECUR WWW*EARTHLINK.NET 800-719-4660 GA	03/04	19.95
WWW*EARTHLINK.NE		
XX8725 PINLESS PURCHAS VZWRLSS*IVR VE 800-922-0204 NJ	03/18	236.21
VZWRLSS*IVR VE		
SERVICE CHARGE	03/29	12.00

ITEMIZATION OF SERVICE CHARGE FOR THIS PERIOD

TOTAL CHARGE FOR MAINTENANCE FEE: 12.00

DAILY BALANCE

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
03/04	248.84	03/18	12.63	03/29	.63

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EQUAL HOUSING LENDER

Greer State Bank
PO Box 1029
Greer, SC 29652
864-877-2000

Account Number	[redacted]
Statement Date	04/30/2013
Balance	3,238.63
Enclosures	2
Page	1

352 1 AV 0.357 *****AUTO**5-DIGIT 29651

MGR RIDES, LLC
472 PEARSON RD
GREER SC 29651-7080

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SMALL BUSINESS CKG ACCOUNT [redacted]

		LAST STATEMENT 03/29/13	.63
MINIMUM BALANCE	.63	2 CREDITS	3,250.00
AVG AVAILABLE BALANCE	360.00	1 DEBITS	12.00
		THIS STATEMENT 04/30/13	3,238.63

[redacted]

DESCRIPTION	DATE	AMOUNT
DEPOSIT	04/19	500.00
DEPOSIT	04/29	2,750.00

[redacted]

DESCRIPTION	DATE	AMOUNT
SERVICE CHARGE	04/30	12.00

[redacted]

TOTAL CHARGE FOR MAINTENANCE FEE: 12.00

[redacted]

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
04/19	500.63	04/29	3,250.63	04/30	3,238.63

Member FDIC

Greer State Bank
PO Box 1029
Greer, SC 29652
864-877-2000

Account Number	[redacted]
Statement Date	05/31/2013
Balance	13,516.83
Enclosures	4
Page	1

355 1 AV 0.357 *****AUTO**5-DIGIT 29651

MGR RIDES, LLC
472 PEARSON RD
GREER SC 29651-7080

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SMALL BUSINESS CKG ACCOUNT [redacted]

		LAST STATEMENT 04/30/13	3,238.63
MINIMUM BALANCE	2,738.63	1 CREDITS	14,738.20
AVG AVAILABLE BALANCE	9,292.48	6 DEBITS	4,460.00
		THIS STATEMENT 05/31/13	13,516.83

OTHER CREDITS

DESCRIPTION	DATE	AMOUNT
DEPOSIT	05/15	14,738.20

CHECKS

CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT
*05/09 500.00	2984*05/17 3,340.00	2988 05/31 400.00

(*) INDICATES A GAP IN CHECK NUMBER SEQUENCE

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
XX4314 CHECKING W/D 871 S BUNCOMBE RD GREER SC 1484	05/23	20.00
XX4314 PINLESS PURCHAS QT 1112 97011126 DUNCAN SC QT 1112 97011126	05/28	100.00
XX4314 PINLESS PURCHAS QT 1113 97011134 GREER SC QT 1113 97011134	05/29	100.00

DAILY BALANCE

DATE.....BALANCE	DATE.....BALANCE	DATE.....BALANCE
05/09 2,738.63	05/23 14,116.83	05/31 13,516.83
05/15 17,476.83	05/28 14,016.83	
05/17 14,136.83	05/29 13,916.83	

Greer State Bank
PO Box 1029
Greer, SC 29652
864-877-2000

Account Number	[redacted]
Statement Date	06/28/2013
Balance	5,382.38
Enclosures	27
Page	1

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MGR RIDES, LLC
472 PEARSON RD
GREER SC 29651-7080

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SMALL BUSINESS CKG ACCOUNT [redacted]

		LAST STATEMENT 05/31/13	13,516.83
MINIMUM BALANCE	5,382.38	3 CREDITS	31,738.20
AVG AVAILABLE BALANCE	15,935.64	35 DEBITS	39,872.65
		THIS STATEMENT 06/28/13	5,382.38

[redacted]

DESCRIPTION	DATE	AMOUNT
DEPOSIT	06/10	23,738.20
DEPOSIT	06/18	3,500.00
DEPOSIT	06/24	4,500.00

[redacted]

CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT
2983*06/24 1,080.00	2994 06/12 350.00	3002 06/24 1,042.80
2985 06/03 700.00	2995 06/12 500.00	3003 06/25 1,200.11
2986 06/03 1,844.44	2996 06/10 6,495.00	3004 06/25 592.00
2987*06/04 400.00	2997 06/10 650.00	3005 06/25 506.00
2989 06/03 500.00	2998 06/11 225.00	3006*06/24 250.00
2990*06/12 148.46	2999 06/10 1,260.00	3008 06/28 536.00
2992 06/11 2,000.00	3000 06/21 776.53	3009 06/28 9,100.00
2993 06/10 350.00	3001 06/20 4,000.00	3010 06/28 1,468.79

(*) INDICATES A GAP IN CHECK NUMBER SEQUENCE

[redacted]

DESCRIPTION	DATE	AMOUNT
XX4314 PINLESS PURCHAS TRUCKING START-UP SERVIC 866-4193812 GA TRUCKING S	06/05	352.00
XX4314 PINLESS PURCHAS QT 1112 97011126 DUNCAN SC QT 1112 97011126	06/06	100.00
XX4314 PINLESS PURCHAS PILOT 00003103 DUNCAN SC PILOT 00003103	06/07	385.21
XX4314 PINLESS PURCHAS QT 1112 97011126 DUNCAN SC QT 1112 97011126	06/07	500.00

* * * C O N T I N U E D * * *

Member FDIC

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EQUAL HOUSING LENDER

Greer State Bank
PO Box 1029
Greer, SC 29652
864-877-2000

Account Number	[redacted]
Statement Date	06/28/2013
Balance	5,382.38
Enclosures	27
Page	2

MGR RIDES, LLC

SMALL BUSINESS CKG ACCOUNT [redacted]

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
XX4314 PINNED PURCHASE 200 PEACHWOOD CENTR SPARTANBURG SC SAMSCLUB #8142	06/10	912.79
XX4314 PINLESS PURCHAS SPEAKS OIL CO INC CAMDEN SC SPEAKS OIL CO INC	06/18	55.00
XX4314 PINLESS PURCHAS TRUCKING START-UP SERVIC 866-4193812 GA TRUCKING S	06/20	327.00
XX4314 PINLESS PURCHAS SHELL OIL 57544683600 SPARTANBURG SC SHELL OIL 575	06/21	431.42
XX4314 PINLESS PURCHAS WEST COAST NETTING INC 928-6921144 AZ WEST COAST N	06/25	534.10
XX4314 PINLESS PURCHAS QT 1112 97011126 DUNCAN SC QT 1112 97011126	06/26	200.00
XX4314 PINLESS PURCHAS QT 1113 97011134 GREER SC QT 1113 97011134	06/28	100.00

DAILY BALANCES

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
06/03	10,472.39	06/10	22,805.59	06/21	17,492.18
06/04	10,072.39	06/11	20,580.59	06/24	19,619.38
06/05	9,720.39	06/12	19,582.13	06/25	16,787.17
06/06	9,620.39	06/18	23,027.13	06/26	16,587.17
06/07	8,735.18	06/20	18,700.13	06/28	5,382.38

Member FDIC

Greer State Bank
PO Box 1029
Greer, SC 29652
864-877-2000

Account Number	[redacted]
Statement Date	07/31/2013
Balance	16,473.62
Enclosures	10
Page	1

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MGR RIDES, LLC
472 PEARSON RD
GREER SC 29651-7080

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SMALL BUSINESS CKG ACCOUNT [redacted]

		LAST STATEMENT 06/28/13	5,382.38
MINIMUM BALANCE	2,286.61	3 CREDITS	28,738.20
AVG AVAILABLE BALANCE	10,173.83	23 DEBITS	17,646.96
		THIS STATEMENT 07/31/13	16,473.62

OTHER CREDITS

DESCRIPTION	DATE	AMOUNT
DEPOSIT	07/16	13,738.20
DEPOSIT	07/26	3,500.00
DEPOSIT	07/29	11,500.00

CHECKS

CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT
3007*07/02 1,166.40	3013 07/31 5,000.00	3016 07/29 1,468.79
3011 07/09 1,149.09	3014 07/29 200.00	
3012 07/11 360.29	3015 07/29 6,570.00	

(*) INDICATES A GAP IN CHECK NUMBER SEQUENCE

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
XX4314 DDA RECUR HEXUM.COM 855-464-3986 CA HEXUM.COM 318825637005	07/08	19.99
XX4314 PINLESS PURCHAS KC # 5 GREER SC KC # 5 318823004069	07/08	200.00 —
XX4314 PINLESS PURCHAS QT 1112 97011126 DUNCAN SC QT 1112 97011126	07/09	200.00 —
XX4314 PINLESS PURCHAS QT 1113 97011134 GREER SC QT 1113 97011134	07/16	100.00 —
XX4314 PINLESS PURCHAS QT 1112 97011126 DUNCAN SC QT 1112 97011126	07/22	120.00 —
XX4314 PINLESS PURCHAS Cargo Oil Abingdon Abingdon VA Cargo Oil Abingdon	07/22	128.06 —
XX4314 PINNED PURCHASE 13195 E WADE HAMPT GREER SC 7-ELEVEN 926945	07/24	99.00 —

* * * C O N T I N U E D * * *

Member FDIC

SEE REVERSE SIDE FOR REGULATORY AND OTHER IMPORTANT INFORMATION

EQUAL HOUSING LENDER

Greer State Bank
PO Box 1029
Greer, SC 29652
864-877-2000

Account Number	[redacted]
Statement Date	07/31/2013
Balance	16,473.62
Enclosures	10
Page	2

MGR RIDES, LLC

SMALL BUSINESS CKG ACCOUNT [redacted]

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
XX4314 PINLESS PURCHAS TRACTOR SUPPLY 1326 W. WA GREER SC TRACTOR SUPPLY	07/25	126.10
XX4314 PINLESS PURCHAS SPINX #121 GREER SC SPINX #121 320529710036	07/25	200.00
XX4314 PINLESS PURCHAS QT 1112 97011126 DUNCAN SC QT 1112 97011126	07/26	121.00
XX4314 PINLESS PURCHAS PIZZA HOUSE - CHESNEE CHESNEE SC PIZZA HOUSE - CHE	07/29	24.84
XX4314 PINLESS PURCHAS QT 1129 97011290 SPARTANBURG SC QT 1129 97011290	07/29	30.40
XX4314 PINLESS PURCHAS QT 1129 97011290 SPARTANBURG SC QT 1129 97011290	07/29	100.00
XX4314 PINLESS PURCHAS MARATHON PETR0093658 GREER SC MARATHON PETR0093658	07/31	75.00
XX4314 PINLESS PURCHAS MARATHON PETR0093658 GREER SC MARATHON PETR0093658	07/31	75.00
XX4314 PINLESS PURCHAS QT 1112 97011126 DUNCAN SC QT 1112 97011126	07/31	113.00

DAILY BALANCE

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
07/02	4,215.98	07/16	15,924.81	07/26	18,630.65
07/08	3,995.99	07/22	15,676.75	07/29	21,736.62
07/09	2,646.90	07/24	15,577.75	07/31	16,473.62
07/11	2,286.61	07/25	15,251.65		

Member FDIC

Greer State Bank
PO Box 1029
Greer, SC 29652
864-877-2000

Account Number	[redacted]
Statement Date	08/30/2013
Balance	5,813.28
Enclosures	13
Page	1

563 1 AV 0.357 P:563 / T:2 / S1:0 / S2:0

MGR RIDES, LLC
472 PEARSON RD
GREER SC 29651-7080

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SMALL BUSINESS CKG ACCOUNT [redacted]

		LAST STATEMENT 07/31/13	16,473.62
		CREDITS	.00
MINIMUM BALANCE	5,813.28	40 DEBITS	10,660.34
AVG AVAILABLE BALANCE	9,910.25	THIS STATEMENT 08/30/13	5,813.28

CHECKS

CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT
3017 08/06 3,833.00	3022 08/16 42.98	3027 08/20 400.00
3018 08/02 500.00	3023 08/16 72.98	3028 08/22 600.00
3019 08/02 200.00	3024 08/16 72.98	3029 08/30 350.00
3020 08/06 300.00	3025 08/16 413.03	
3021 08/16 42.98	3026 08/16 42.98	

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
XX4314 PINLESS PURCHAS NETWORK TOOL WAREHOUSE 206-9263804 WA NETWORK TOOL	08/01	306.68
XX4314 PINLESS PURCHAS HOTELS.COM US 800-219-4606 WA HOTELS.COM US	08/01	432.24
XX4314 PINLESS PURCHAS QT 1120 97011209 GAFFNEY SC QT 1120 97011209	08/02	100.00
XX4314 PINLESS PURCHAS LOWES #00667* GREER SC LOWES #00667* 321423000139	08/05	301.97
XX4314 DDA RECUR HEXUM.COM 855-464-3986 CA HEXUM.COM 321929637000	08/08	19.99
XX4314 PINLESS PURCHAS CHARTER COMM 888-438-2427 SC CHARTER COMM	08/13	261.97
XX4314 PINLESS PURCHAS SPINX #105 GREENVILLE SC SPINX #105 322627710034	08/15	50.00
XX4314 PINLESS PURCHAS QT 1112 97011126 DUNCAN SC QT 1112 97011126	08/15	76.92
XX4314 PINLESS PURCHAS LOVES COUNTRY 00003301 BAXTER TN LOVES COUNTRY 000	08/15	102.48
XX4314 PINLESS PURCHAS QT 1113 97011134 GREER SC QT 1113 97011134	08/19	97.25

* * * C O N T I N U E D * * *

Member FDIC

Greer State Bank
PO Box 1029
Greer, SC 29652
864-877-2000

Account Number	[redacted]
Statement Date	08/30/2013
Balance	5,813.28
Enclosures	13
Page	2

MGR RIDES, LLC

SMALL BUSINESS CKG ACCOUNT [redacted]

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
XX4314 PINLESS PURCHAS PROFESSIONAL PHARMACY OF GREER SC PROFESSIONAL PHA	08/21	94.76
XX4314 PINLESS PURCHAS QT 1112 97011126 DUNCAN SC QT 1112 97011126	08/22	40.00
XX4314 PINLESS PURCHAS QT 1112 97011126 DUNCAN SC QT 1112 97011126	08/22	200.00
XX4314 PINLESS PURCHAS WILCO 934 00009340 PROSPERITY SC WILCO 934 0000934	08/26	15.01
XX4314 PINLESS PURCHAS SPINX #119 GREENWOOD SC SPINX #119 323729710039	08/26	75.00
XX4314 PINLESS PURCHAS SPINX #119 GREENWOOD SC SPINX #119 323723710039	08/26	75.00
XX4314 PINLESS PURCHAS WILCO 934 00009340 PROSPERITY SC WILCO 934 0000934	08/26	75.00
XX4314 PINLESS PURCHAS WILCO 934 00009340 PROSPERITY SC WILCO 934 0000934	08/26	80.00
XX4314 PINLESS PURCHAS SAM'S PIT STOP 66 DELCO NC SAM'S PIT STOP 66	08/26	100.00
XX4314 PINLESS PURCHAS SUNOCO 0209378900 WATERLOO SC SUNOCO 0209378900	08/26	112.51
XX4314 PINLESS PURCHAS S&H TRUCK STOP LAURENS SC S&H TRUCK STOP	08/26	300.00
XX4314 PINLESS PURCHAS LOVES COUNTRY 00003962 NEWBERRY SC LOVES COUNTRY 0	08/27	90.00
XX4314 PINLESS PURCHAS SERVICE CASTER CORP. 800-2158220 PA SERVICE CASTER	08/27	390.88
XX4314 PINLESS PURCHAS NCDOL ELEVATOR&AMUSEMENT 919-715-4304 NC NCDOL ELE	08/29	90.00
XX4314 PINLESS PURCHAS QT 1112 97011126 DUNCAN SC QT 1112 97011126	08/29	200.00
XX4314 PINLESS PURCHAS QUICK PANTRY 102 CANTON NC QUICK PANTRY 102	08/30	11.70
XX4314 PINLESS PURCHAS QT 1113 97011134 GREER SC QT 1113 97011134	08/30	90.05

DAILY BALANCE

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
08/01	15,734.70	08/15	9,988.37	08/26	7,035.91
08/02	14,934.70	08/16	9,300.44	08/27	6,555.03
08/05	14,632.73	08/19	9,203.19	08/29	6,265.03
08/06	10,499.73	08/20	8,803.19	08/30	5,813.28
08/08	10,479.74	08/21	8,708.43		
08/13	10,217.77	08/22	7,868.43		

Member FDIC

Greer State Bank
PO Box 1029
Greer, SC 29652
864-877-2000

Account Number	[redacted]
Statement Date	09/30/2013
Balance	4,149.53
Enclosures	6
Page	1

581 2 AV 0.357 P:581 / T:3 / S1:1 / S2:0

MGR RIDES, LLC
472 PEARSON RD
GREER SC 29651-7080

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5

SMALL BUSINESS CKG ACCOUNT [redacted]

		LAST STATEMENT 08/30/13	5,813.28
MINIMUM BALANCE	4,149.53	1 CREDITS	4,000.00
AVG AVAILABLE BALANCE	5,895.75	21 DEBITS	5,663.75
		THIS STATEMENT 09/30/13	4,149.53

OTHER CREDITS

DESCRIPTION	DATE	AMOUNT
DEPOSIT	09/03	4,000.00

CHECKS

CHECK #..DATE	AMOUNT	CHECK #..DATE	AMOUNT	CHECK #..DATE	AMOUNT
3030 09/03	1,000.00	3032 09/06	1,468.79	3034 09/30	128.50
3031 09/09	152.50	3033 09/19	451.30		

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
XX4314 PINLESS PURCHAS WAL-MART #1130 LAURENS SC WAL-MART #1130	09/03	53.48
XX4314 PINLESS PURCHAS QT 1113 97011134 GREER SC QT 1113 97011134	09/03	87.01
XX4314 PINLESS PURCHAS MARATHON PETRO108514 WATERLOO SC MARATHON PETRO108	09/03	87.70
XX4314 PINLESS PURCHAS BUCK'S QUICK STOP CROSS HILL SC BUCK'S QUICK STOP	09/03	100.00
XX4314 DDA RECUR HEXUM.COM 855-464-3986 CA HEXUM.COM 325025637008	09/09	19.99
XX4314 PINLESS PURCHAS PILOT Lugoff SC PILOT 325000530361	09/09	75.83
XX4314 PINLESS PURCHAS LOVES COUNTRY 00003715 DILLON SC LOVES COUNTRY 000	09/09	80.02
XX4314 PINLESS PURCHAS SPINX #134 SIMPSONVILLE SC SPINX #134	09/16	75.00
XX4314 PINLESS PURCHAS SPINX #134 SIMPSONVILLE SC SPINX #134	09/16	200.00
XX4314 PINLESS PURCHAS THE INN ON THE RIVER PIGEON FORGE TN THE INN ON TH	09/16	682.28

* * * C O N T I N U E D * * *

Member FDIC

SEE REVERSE SIDE FOR RESIDUE EMENT AND OTHER IMPORTANT INFORMATION

EQUAL HOUSING LENDER

Greer State Bank
PO Box 1029
Greer, SC 29652
864-877-2000

Account Number	[redacted]
Statement Date	09/30/2013
Balance	4,149.53
Enclosures	6
Page	2

MGR RIDES, LLC

SMALL BUSINESS CKG ACCOUNT [redacted]

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
XX4314 PINLESS PURCHAS SPINX #134 SIMPSONVILLE SC SPINX #134	09/18	125.00
XX4314 PINLESS PURCHAS PETROMAX OF GAFFNE GAFFNEY SC PETROMAX OF GAFFNE	09/19	80.00
XX4314 PINLESS PURCHAS SHELL OIL 57544683600 SPARTANBURG SC SHELL OIL 575	09/20	370.30
XX4314 PINLESS PURCHAS QT 1112 97011126 DUNCAN SC QT 1112 97011126	09/23	75.00
XX4314 PINLESS PURCHAS ECONO LODGE AIRPORT INN CHARLOTTE NC ECONO LODGE A	09/23	114.00
XX4314 PINLESS PURCHAS LIVONIATOOL 5175422901 MI LIVONIATOOL	09/30	237.05

DAILY BALANCE

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
09/03	8,485.09	09/16	5,730.68	09/20	4,704.08
09/06	7,016.30	09/18	5,605.68	09/23	4,515.08
09/09	6,687.96	09/19	5,074.38	09/30	4,149.53

Member FDIC

Greer State Bank
PO Box 1029
Greer, SC 29652
864-877-2000

Account Number	[redacted]
Statement Date	10/31/2013
Balance	9,317.25
Enclosures	8
Page	1

827 1 AV 0.357 P:827 / T:3 / S1:0 / S2:0

MGR RIDES, LLC
472 PEARSON RD
GREER SC 29651-7080

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8

SMALL BUSINESS CKG ACCOUNT [redacted]

		LAST STATEMENT 09/30/13	4,149.53
MINIMUM BALANCE	1,755.62	1 CREDITS	23,000.00
AVG AVAILABLE BALANCE	10,400.67	30 DEBITS	17,832.28
		THIS STATEMENT 10/31/13	9,317.25

OTHER CREDITS

DESCRIPTION	DATE	AMOUNT
DEPOSIT	10/15	23,000.00

CHECKS

CHECK #	DATE	AMOUNT	CHECK #	DATE	AMOUNT	CHECK #	DATE	AMOUNT
3035	10/03	450.00	3038	10/15	1,468.79	3041	10/30	1,468.79
3036	10/03	651.22	3039	10/15	635.32	3042	10/30	6,138.62
3037	10/15	3,000.00	3040	10/23	1,000.00			

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
XX4314 PINLESS PURCHAS QT 1113 97011134 GREER SC QT 1113 97011134	10/01	100.00
XX4314 PINLESS PURCHAS LOWES #00667* GREER SC LOWES #00667* 327624000872	10/03	309.79
XX4314 PINLESS PURCHAS VZWRLSS*IVR VE 800-922-0204 NJ VZWRLSS*IVR VE	10/04	178.52
XX4314 PINLESS PURCHAS QT 1112 97011126 DUNCAN SC QT 1112 97011126	10/07	96.30
XX4314 PINLESS PURCHAS LOWES #00667* GREER SC LOWES #00667* 327820000890	10/07	408.45
XX4314 DDA RECUR HEXUM.COM 855-464-3986 CA HEXUM.COM 328020637006	10/08	19.99
XX4314 PINLESS PURCHAS TRACTOR SUPPLY #747 GREER SC TRACTOR SUPPLY #747	10/09	79.64
XX4314 PINLESS PURCHAS QT 1113 97011134 GREER SC QT 1113 97011134	10/09	100.00
XX4314 PINLESS PURCHAS RED ROOF INNS 15905839 POOLER GA RED ROOF INNS 159	10/15	62.14

* * * C O N T I N U E D * * *

Member FDIC

SEE REVERSE SIDE FOR RECONCILEMENT AND OTHER IMPORTANT INFORMATION

EQUAL HOUSING LENDER

Greer State Bank
PO Box 1029
Greer, SC 29652
864-877-2000

Account Number	[redacted]
Statement Date	10/31/2013
Balance	9,317.25
Enclosures	8
Page	2

SMALL BUSINESS CKG ACCOUNT [redacted]

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
XX4314 PINLESS PURCHAS RED ROOF INNS 15905839 POOLER GA RED ROOF INNS 159	10/15	62.14
XX4314 PINLESS PURCHAS RED ROOF INNS 15905839 POOLER GA RED ROOF INNS 159	10/15	124.28
XX4314 PINLESS PURCHAS RED ROOF INNS 15905839 POOLER GA RED ROOF INNS 159	10/15	124.28
XX4314 PINLESS PURCHAS IM *IMPROVEMENTS 800-6349484 OH IM *IMPROVEMENTS	10/15	196.94
XX4314 PINLESS PURCHAS SPINX #121 GREER SC SPINX #121 328826710033	10/16	50.00
XX4314 PINNED PURCHASE 13195 E WADE HAMPT GREER SC 7-ELEVEN 931783	10/17	100.00
XX4314 PINLESS PURCHAS SPINX #225 HONEA PATH SC SPINX #225 329226710042	10/21	58.00
XX4314 PINLESS PURCHAS SPINX #134 SIMPSONVILLE SC SPINX #134	10/21	75.00
XX4314 PINLESS PURCHAS SPINX #134 SIMPSONVILLE SC SPINX #134	10/21	100.00
XX4314 PINLESS PURCHAS TRACTOR SUPPLY #747 GREER SC TRACTOR SUPPLY #747	10/22	271.39
XX4314 PINLESS PURCHAS QT 1113 97011134 GREER SC QT 1113 97011134	10/25	100.00
XX4314 PINLESS PURCHAS PAYPAL *RAINBOWGARD 402-935-7733 CA PAYPAL *RAINBO	10/25	136.00
XX4314 PINLESS PURCHAS HEALTHPOINTE VETERINARY C DUNCAN SC HEALTHPOINTE V	10/28	266.68

DAILY BALANCE

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
10/01	4,049.53	10/09	1,755.62	10/22	18,427.34
10/03	2,638.52	10/15	19,081.73	10/23	17,427.34
10/04	2,460.00	10/16	19,031.73	10/25	17,191.34
10/07	1,955.25	10/17	18,931.73	10/28	16,924.66
10/08	1,935.26	10/21	18,698.73	10/30	9,317.25

Member FDIC

Greer State Bank
PO Box 1029
Greer, SC 29652
864-877-2000

Account Number	[redacted]
Statement Date	11/29/2013
Balance	5,760.18
Enclosures	2
Page	1

594 1 AV 0.357 P:594 / T:2 / S1:0 / S2:0

MGR RIDES, LLC
472 PEARSON RD
GREER SC 29651-7080

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2

SMALL BUSINESS CKG ACCOUNT [redacted]

		LAST STATEMENT 10/31/13	9,317.25
MINIMUM BALANCE	5,760.18	CREDITS	.00
AVG AVAILABLE BALANCE	7,633.27	13 DEBITS	3,557.07
		THIS STATEMENT 11/29/13	5,760.18

[redacted]

CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT
3043 11/04 300.00	3044 11/04 466.00	

[redacted]

DESCRIPTION	DATE	AMOUNT
XX4314 PINLESS PURCHAS QT 1106 97011068 ANDERSON SC QT 1106 97011068	11/01	89.25
XX4314 PINLESS PURCHAS LOWES #00667* GREER SC LOWES #00667* 330621000275	11/04	76.85
XX4314 PINLESS PURCHAS QT 1113 97011134 GREER SC QT 1113 97011134	11/04	100.00
XX4314 PINLESS PURCHAS SHELL OIL 57522556000 ENOREE SC SHELL OIL 57522556	11/06	300.00
XX4314 DDA RECUR HEXUM.COM 855-464-3986 CA HEXUM.COM 331125637006	11/08	19.99
XX4314 PINLESS PURCHAS SUPER 8 MOTEL SPARTANBURG SC SUPER 8 MOTEL	11/18	48.35
XX4314 PINLESS PURCHAS GREYHOUND LINES 9534 SPARTANBURG SC GREYHOUND LINE	11/18	170.50
XX4314 PINLESS PURCHAS VZWRLSS*IVR VE 800-922-0204 NJ VZWRLSS*IVR VE	11/20	364.77
XX4314 PINLESS PURCHAS VZWRLSS*IVR VE 800-922-0204 NJ VZWRLSS*IVR VE	11/22	591.06
XX4314 PINLESS PURCHAS MATERIAL FLOW&CONVEYOR 503-6841613 OR MATERIAL FLO	11/27	54.00
XX4314 PINLESS PURCHAS MATERIAL FLOW&CONVEYOR 503-6841613 OR MATERIAL FLO	11/27	976.30

* * * C O N T I N U E D * * *

Member FDIC

SEE REVERSE SIDE FOR BALANCING METHOD AND OTHER IMPORTANT INFORMATION

EQUAL HOUSING LENDER

Greer State Bank
PO Box 1029
Greer, SC 29652
864-877-2000

Account Number	[redacted]
Statement Date	12/31/2013
Balance	96.66
Enclosures	8
Page	2

SMALL BUSINESS CKG ACCOUNT [redacted]

DAILY BALANCE

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
12/03	1,277.82-	12/13	5,252.19	12/23	421.88
12/04	222.18	12/16	4,477.18	12/26	96.88
12/09	7,452.19	12/17	1,137.74	12/31	96.66
12/10	6,952.19	12/18	937.74		
12/12	6,752.19	12/20	487.74		

Member FDIC

Greer State Bank
PO Box 1029
Greer, SC 29652
864-877-2000

Account Number	[redacted]
Statement Date	01/31/2014
Balance	30.83-
Enclosures	0
Page	1

PLAINTIFF'S EXHIBIT 11 (AA) 11-9-15

257 1 AV 0.378 P:257 / T:2 / S1:0 / S2:0

MGR RIDES, LLC
472 PEARSON RD
GREER SC 29651-7080

$ 39,420

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SMALL BUSINESS CKG ACCOUNT [redacted]

		LAST STATEMENT 12/31/13	96.66
MINIMUM BALANCE	18.83-	CREDITS	.00
AVG AVAILABLE BALANCE	66.50	4 DEBITS	127.49
		THIS STATEMENT 01/31/14	30.83-

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
XX4314 DDA RECUR HEXUM.COM 855-464-3986 CA HEXUM.COM 400729637005	01/08	19.99
XX4314 PINLESS PURCHAS KC # 5 GREER SC KC # 5 402320004079	01/24	45.00
XX4314 PINLESS PURCHAS QT 1113 97011134 GREER SC QT 1113 97011134	01/29	50.50
SERVICE CHARGE	01/31	12.00

ITEMIZATION OF SERVICE CHARGE PAID THIS PERIOD

TOTAL CHARGE FOR MAINTENANCE FEE: 12.00

DAILY BALANCE

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
01/08	76.67	01/29	18.83-		
01/24	31.67	01/31	30.83-		

Greer State Bank
PO Box 1029
Greer, SC 29652
864-877-2000

Account Number	[redacted]
Statement Date	02/28/2014
Balance	47.89-
Enclosures	0
Page	1

355 1 AV 0.378 P:355 / T:2 / S1:0 / S2:0

MGR RIDES, LLC
472 PEARSON RD
GREER SC 29651-7080

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SMALL BUSINESS CKG ACCOUNT [redacted]

		LAST STATEMENT 01/31/14	30.83-
MINIMUM BALANCE	30.83-	CREDITS	.00
AVG AVAILABLE BALANCE	.00	3 DEBITS	17.06
		THIS STATEMENT 02/28/14	47.89-

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
OVERDRAFT INTEREST	02/28	.06
OVERDRAFT CHARGE	02/28	5.00
SERVICE CHARGE	02/28	12.00

ITEMIZATION OF SERVICE CHARGE PAID THIS PERIOD

TOTAL CHARGE FOR MAINTENANCE FEE: 12.00

DAILY BALANCE

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
02/28	47.89-				

Greer State Bank
PO Box 1029
Greer, SC 29652
864-877-2000

Account Number	[redacted]
Statement Date	03/31/2014
Balance	540.03
Enclosures	0
Page	1

807 1 AV 0.378 P:807 / T:4 / S1:0 / S2:0

MGR RIDES, LLC
472 PEARSON RD
GREER SC 29651-7080

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FREE COMMUNITY SHRED DAY AND FOOD DRIVE

Greer State Bank will host a community shred day and food drive on Wednesday, April 16 from 8:00 am - 5:00 pm at our Poinsett Office. Canned food items will be donated to Greer Relief, Greer Community Ministries and Greer Soup Kitchen. The Dark Corner Diner food truck will be on site from 11:00 am - 2:00 pm so come hungry!

SMALL BUSINESS CKG ACCOUNT [redacted]

		LAST STATEMENT 02/28/14	47.89-
MINIMUM BALANCE	67.89-	1 CREDITS	620.00
AVG AVAILABLE BALANCE	320.58	4 DEBITS	32.08
		THIS STATEMENT 03/31/14	540.03

OTHER CREDITS

DESCRIPTION	DATE	AMOUNT
DEPOSIT	03/14	620.00

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
OVERDRAFT CHARGE	03/06	10.00
OVERDRAFT CHARGE	03/11	10.00
OVERDRAFT INTEREST	03/31	.08
SERVICE CHARGE	03/31	12.00

ITEMIZATION OF SERVICE CHARGE PAID THIS PERIOD

TOTAL CHARGE FOR MAINTENANCE FEE: 12.00

DAILY BALANCE

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
03/06	57.89-	03/14	552.11		
03/11	67.89-	03/31	540.03		

Member FDIC

Greer State Bank
PO Box 1029
Greer, SC 29652
864-877-2000

Account Number	[redacted]
Statement Date	04/30/2014
Balance	528.03
Enclosures	0
Page	1

366 1 AV 0.378 P:366 / T:2 / S1:0 / S2:0

MGR RIDES, LLC
472 PEARSON RD
GREER SC 29651-7080

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SMALL BUSINESS CKG ACCOUNT [redacted]

MINIMUM BALANCE	540.03	LAST STATEMENT 03/31/14	540.03
AVG AVAILABLE BALANCE	540.03	CREDITS	.00
		1 DEBITS	12.00
		THIS STATEMENT 04/30/14	528.03

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
SERVICE CHARGE	04/30	12.00

ITEMIZATION OF SERVICE CHARGE FOR THIS PERIOD

TOTAL CHARGE FOR MAINTENANCE FEE: 12.00

DAILY BALANCE

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
04/30	528.03				

Member FDIC

EQUAL HOUSING LENDER

Greer State Bank
PO Box 1029
Greer, SC 29652
864-877-2000

Account Number	[redacted]
Statement Date	05/30/2014
Balance	3,143.51
Enclosures	1
Page	1

321 1 AV 0.378 P:321 / T:2 / S1:0 / S2:0

MGR RIDES, LLC
472 PEARSON RD
GREER SC 29651-7080

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1

SMALL BUSINESS CKG ACCOUNT [redacted]

		LAST STATEMENT 04/30/14	528.03
MINIMUM BALANCE	155.51	1 CREDITS	6,000.00
AVG AVAILABLE BALANCE	579.02	3 DEBITS	3,384.52
		THIS STATEMENT 05/30/14	3,143.51

OTHER CREDITS

DESCRIPTION	DATE	AMOUNT
DEPOSIT	05/29	6,000.00

CHECKS

CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT
3053 05/29 3,000.00		

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
XX4314 PINLESS PURCHAS VZWRLSS*IVR VE 800-922-0204 NJ VZWRLSS*IVR VE	05/19	372.52
SERVICE CHARGE	05/30	12.00

ITEMIZATION OF SERVICE CHARGE PAID THIS PERIOD

TOTAL CHARGE FOR MAINTENANCE FEE: 12.00

DAILY BALANCE

DATE.....BALANCE	DATE.....BALANCE	DATE.....BALANCE
05/19 155.51	05/29 3,155.51	05/30 3,143.51

Member FDIC

Greer State Bank
PO Box 1029
Greer, SC 29652
864-877-2000

Account Number	[redacted]
Statement Date	06/30/2014
Balance	4,336.71
Enclosures	5
Page	1

822 1 AV 0.378 P:822 / T:4 / S1:0 / S2:0

MGR RIDES, LLC
472 PEARSON RD
GREER SC 29651-7080

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2
5

SMALL BUSINESS CKG ACCOUNT [redacted]

		LAST STATEMENT 05/30/14	3,143.51
MINIMUM BALANCE	1,718.51	2 CREDITS	6,100.00
AVG AVAILABLE BALANCE	2,887.80	6 DEBITS	4,906.80
		THIS STATEMENT 06/30/14	4,336.71

OTHER CREDITS

DESCRIPTION	DATE	AMOUNT
DEPOSIT	06/12	1,600.00
DEPOSIT	06/30	4,500.00

CHECKS

CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT
3054 06/09 420.00	3056 06/24 1,600.00	3058 06/30 381.80
3055 06/10 905.00	3057 06/30 1,500.00	

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
XX4314 PINLESS PURCHAS QT 1113 97011134 GREER SC QT 1113 97011134	06/16	100.00

DAILY BALANCE

DATE.....BALANCE	DATE.....BALANCE	DATE.....BALANCE
06/09 2,723.51	06/12 3,418.51	06/24 1,718.51
06/10 1,818.51	06/16 3,318.51	06/30 4,336.71

Greer State Bank
PO Box 1029
Greer, SC 29652
864-877-2000

Account Number	[redacted]
Statement Date	07/31/2014
Balance	1,837.07
Enclosures	9
Page	1

538 1 AV 0.378 P:538 / T:2 / S1:0 / S2:0

MGR RIDES, LLC
472 PEARSON RD
GREER SC 29651-7080

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9

SMALL BUSINESS CKG ACCOUNT [redacted]

		LAST STATEMENT 06/30/14	4,336.71
MINIMUM BALANCE	1,473.69	2 CREDITS	19,000.00
AVG AVAILABLE BALANCE	5,911.28	19 DEBITS	21,499.64
		THIS STATEMENT 07/31/14	1,837.07

OTHER CREDITS

DESCRIPTION	DATE	AMOUNT
DEPOSIT	07/15	10,500.00
DEPOSIT	07/21	8,500.00

CHECKS

CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT
3059 07/01 2,075.00	3062 07/18 1,250.00	3065 07/30 7,000.00
3060 07/18 296.00	3063 07/25 250.00	3066 07/24 1,542.22
3061 07/18 3,542.00	3064 07/24 1,500.00	3067 07/25 2,150.00

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
XX4314 PINLESS PURCHAS BATTERIES PLUS SPARTANBURG SC BATTERIES PLUS	07/07	95.38
XX4314 PINLESS PURCHAS QT 1113 97011134 GREER SC QT 1113 97011134	07/07	100.00
XX4314 PINLESS PURCHAS HARBOR FREIGHT TOOLS 319 SPARTANBURG SC HARBOR FRE	07/07	200.08
XX4314 PINLESS PURCHAS LOWES #00667* GREER SC LOWES #00667* 418926000622	07/08	283.56
XX4314 PINLESS PURCHAS SPINX #121 GREER SC SPINX #121 418928710036	07/09	109.00
XX4314 PINLESS PURCHAS TRUCKING START-UP SERVIC 866-4193812 GA TRUCKING S	07/17	312.00
XX4314 PINLESS PURCHAS THE HOME DEPOT #1126 GREER SC THE HOME DEPOT #1126	07/18	225.40
XX4314 PINLESS PURCHAS H & W REPAIR 276-4668926 VA H & W REPAIR	07/21	369.00

* * * C O N T I N U E D * * *

Member FDIC

Greer State Bank
PO Box 1029
Greer, SC 29652
864-877-2000

Account Number	[redacted]
Statement Date	07/31/2014
Balance	1,837.07
Enclosures	9
Page	2

SMALL BUSINESS CKG ACCOUNT [redacted]

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
XX4314 PINLESS PURCHAS QT 1112 97011126 DUNCAN SC QT 1112 97011126	07/25	100.00
XX4314 PINLESS PURCHAS QT 1112 97011126 DUNCAN SC QT 1112 97011126	07/25	100.00

DAILY BALANCE

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
07/01	2,261.71	07/15	11,973.69	07/24	11,437.07
07/07	1,866.25	07/17	11,661.69	07/25	8,837.07
07/08	1,582.69	07/18	6,348.29	07/30	1,837.07
07/09	1,473.69	07/21	14,479.29		

Member FDIC

Greer State Bank
PO Box 1029
Greer, SC 29652
864-877-2000

Account Number	[redacted]
Statement Date	08/29/2014
Balance	1,476.22
Enclosures	4
Page	1

371 1 AV 0.378 P:371 / T:2 / S1:0 / S2:0

MGR RIDES, LLC
472 PEARSON RD
GREER SC 29651-7080

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4

SMALL BUSINESS CKG ACCOUNT [redacted]

		LAST STATEMENT 07/31/14	1,837.07
MINIMUM BALANCE	1,476.22	CREDITS	.00
AVG AVAILABLE BALANCE	1,665.29	6 DEBITS	360.85
		THIS STATEMENT 08/29/14	1,476.22

CHECKS

CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT
3068 08/19 67.01	3070 08/19 67.01	
3069 08/20 67.01	3071 08/19 43.01	

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
XX4314 PINLESS PURCHAS QT 1113 97011134 GREER SC QT 1113 97011134	08/07	92.00
XX4314 PINLESS PURCHAS WALMART.COM 8009666546 800-966-6546 AR WALMART.COM	08/20	24.81

DAILY BALANCE

DATE.....BALANCE	DATE.....BALANCE	DATE.....BALANCE
08/07 1,745.07	08/19 1,568.04	08/20 1,476.22

Member FDIC

Greer State Bank
PO Box 1029
Greer, SC 29652
864-877-2000

Account Number	XXX1045
Statement Date	09/30/2014
Balance	1,387.22
Enclosures	1
Page	1

833 1 AV 0.378 P:833 / T:4 / S1:0 / S2:0

MGR RIDES, LLC
472 PEARSON RD
GREER SC 29651-7080

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1

SMALL BUSINESS CKG ACCOUNT XXX1045

		LAST STATEMENT 08/29/14	1,476.22
MINIMUM BALANCE	1,341.22	1 CREDITS	4,500.00
AVG AVAILABLE BALANCE	1,400.97	3 DEBITS	4,589.00
		THIS STATEMENT 09/30/14	1,387.22

DEPOSITS

REF #	DATE	AMOUNT	REF #	DATE	AMOUNT	REF #	DATE	AMOUNT
	09/12	4,500.00						

CHECKS

CHECK #	DATE	AMOUNT	CHECK #	DATE	AMOUNT	CHECK #	DATE	AMOUNT
3072	09/12	4,442.00						

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
XX4314 PINLESS PURCHAS NCDOL ELEVATOR&AMUSEMENT 919-715-4304 NC NCDOL ELE	09/05	135.00
SERVICE CHARGE	09/30	12.00

ITEMIZATION OF SERVICE CHARGE PAID THIS PERIOD

TOTAL CHARGE FOR MAINTENANCE FEE: 12.00

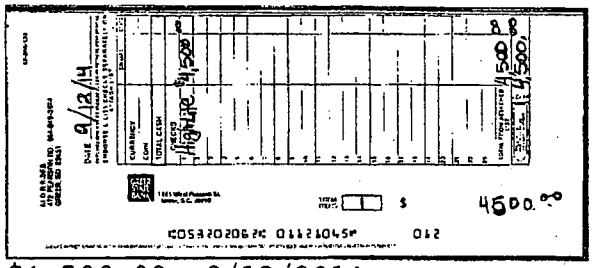
MEMBER FDIC

DAILY BALANCE

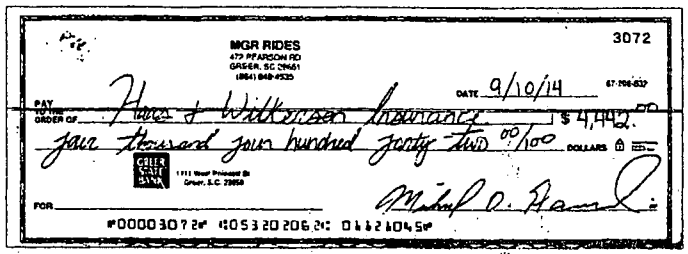
DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
09/05	1,341.22	09/12	1,399.22	09/30	1,387.22

Member FDIC

EQUAL HOUSING LENDER



$4,500.00 9/12/2014



3072 $4,442.00 9/12/2014

Greer State Bank
PO Box 1029
Greer, SC 29652
864-877-2000

Account Number	[redacted]
Statement Date	08/29/2014
Balance	1,476.22
Enclosures	4
Page	1

371 1 AV 0.378 P:371 / T:2 / S1:0 / S2:0

MGR RIDES, LLC
472 PEARSON RD
GREER SC 29651-7080

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4

SMALL BUSINESS CKG ACCOUNT [redacted]

		LAST STATEMENT 07/31/14	1,837.07
MINIMUM BALANCE	1,476.22	CREDITS	.00
AVG AVAILABLE BALANCE	1,665.29	6 DEBITS	360.85
		THIS STATEMENT 08/29/14	1,476.22

CHECKS

CHECK #	DATE	AMOUNT	CHECK #	DATE	AMOUNT	CHECK #	DATE	AMOUNT
3068	08/19	67.01	3070	08/19	67.01			
3069	08/20	67.01	3071	08/19	43.01			

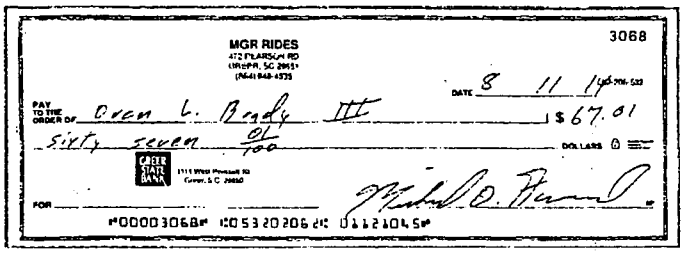
OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
XX4314 PINLESS PURCHAS QT 1113 97011134 GREER SC QT 1113 97011134	08/07	92.00
XX4314 PINLESS PURCHAS WALMART.COM 8009666546 800-966-6546 AR WALMART.COM	08/20	24.81

DAILY BALANCE

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
08/07	1,745.07	08/19	1,568.04	08/20	1,476.22

MEMBER FDIC


MGR RIDES
472 PEARSON RD
GREER, SC 29651
(864) 848-4535

3068

DATE 8 11 14

PAY TO THE ORDER OF Oren L. Brady III $ 67.01

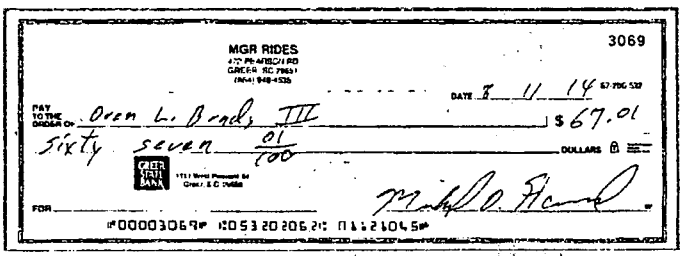
Sixty seven 01/100 DOLLARS

GREER STATE BANK
1111 West Poinsett St
Greer, S C 29650

FOR

⑈0000306⑧⑈ ⑆053202062⑆ 0112104 5⑈

3068 $67.01 8/19/2014


MGR RIDES
472 PEARSON RD
GREER, SC 29651
(864) 848-4535

3069

DATE 8 11 14

PAY TO THE ORDER OF Oren L. Brady III $ 67.01

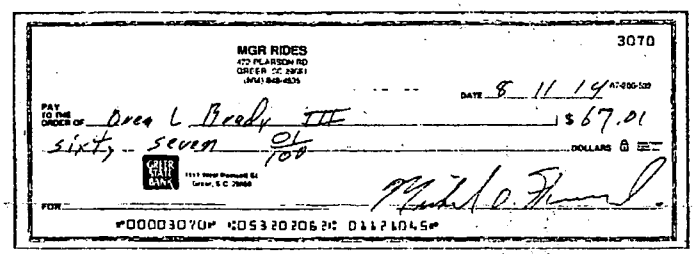
Sixty seven 01/100 DOLLARS

GREER STATE BANK
1111 West Poinsett St
Greer, S C 29650

FOR

⑈0000306⑨⑈ ⑆053202062⑆ 0112104 5⑈

3069 $67.01 8/20/2014


MGR RIDES
472 PEARSON RD
GREER, SC 29651
(864) 848-4535

3070

DATE 8 11 14

PAY TO THE ORDER OF Oren L Brady III $ 67.01

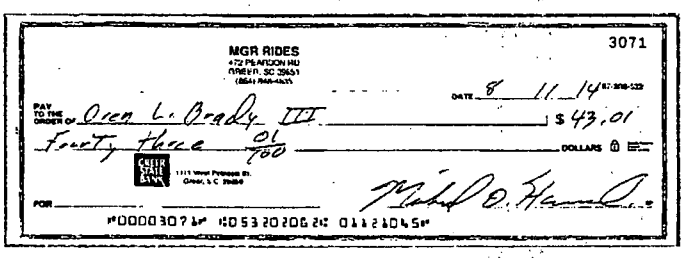
Sixty seven 01/100 DOLLARS

GREER STATE BANK
1111 West Poinsett St
Greer, S C 29650

FOR

⑈0000307⑩⑈ ⑆053202062⑆ 0112104 5⑈

3070 $67.01 8/19/2014


MGR RIDES
472 PEARSON RD
GREER, SC 29651
(864) 848-4535

3071

DATE 8 11 14

PAY TO THE ORDER OF Oren L. Brady III $ 43.01

Forty three 01/100 DOLLARS

GREER STATE BANK
1111 West Poinsett St
Greer, S C 29650

FOR

⑈0000307⑪⑈ ⑆053202062⑆ 0112104 5⑈

3071 $43.01 8/19/2014

Greer State Bank
PO Box 1029
Greer, SC 29652
864-877-2000

Account Number	XXX1045
Statement Date	10/31/2014
Balance	1,375.22
Enclosures	0
Page	1

695 1 AV 0.378 P:695 / T:3 / S1:0 / S2:0

MGR RIDES, LLC
472 PEARSON RD
GREER SC 29651-7080

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0
0

SMALL BUSINESS CKG ACCOUNT XXX1045

		LAST STATEMENT 09/30/14	1,387.22
MINIMUM BALANCE	1,387.22	CREDITS	.00
AVG AVAILABLE BALANCE	1,387.22	1 DEBITS	12.00
		THIS STATEMENT 10/31/14	1,375.22

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
SERVICE CHARGE	10/31	12.00

ITEMIZATION OF SERVICE CHARGE PAID THIS PERIOD

TOTAL CHARGE FOR MAINTENANCE FEE: 12.00

DAILY BALANCE

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
10/31	1,375.22				

MEMBER FDIC

Greer State Bank
PO Box 1029
Greer, SC 29652
864-877-2000

Account Number	XXX1045
Statement Date	11/28/2014
Balance	1,363.22
Enclosures	0
Page	1

543 1 AV 0.378 P:543 / T:2 / S1:0 / S2:0

MGR RIDES, LLC
472 PEARSON RD
GREER SC 29651-7080

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0
0

SMALL BUSINESS CKG ACCOUNT XXX1045

		LAST STATEMENT 10/31/14	1,375.22
MINIMUM BALANCE	1,375.22	CREDITS	.00
AVG AVAILABLE BALANCE	1,375.22	1 DEBITS	12.00
		THIS STATEMENT 11/28/14	1,363.22

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
SERVICE CHARGE	11/28	12.00

ITEMIZATION OF SERVICE CHARGE PAID THIS PERIOD

TOTAL CHARGE FOR MAINTENANCE FEE: 12.00

DAILY BALANCE

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
11/28	1,363.22				

MEMBER FDIC

Greer State Bank
PO Box 1029
Greer, SC 29652
864-877-2000

Account Number	XXX1045
Statement Date	12/31/2014
Balance	4,563.22
Enclosures	0
Page	1

800 1 AV 0.378 P:800 / T:4 / S1:0 / S2:0

MGR RIDES, LLC
472 PEARSON RD
GREER SC 29651-7080

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1
0

SMALL BUSINESS CKG ACCOUNT XXX1045

		LAST STATEMENT 11/28/14	1,363.22
MINIMUM BALANCE	1,363.22	1 CREDITS	3,200.00
AVG AVAILABLE BALANCE	3,593.52	DEBITS	.00
		THIS STATEMENT 12/31/14	4,563.22

OTHER CREDITS

DESCRIPTION	DATE	AMOUNT
DEPOSIT	12/09	3,200.00

DAILY BALANCE

DATE.....BALANCE	DATE.....BALANCE	DATE.....BALANCE
12/09 4,563.22		

Member FDIC

SEE REVERSE SIDE FOR RECONCILEMENT

Greer State Bank
PO Box 1029
Greer, SC 29652
864-877-2000

Account Number	XXX1045
Statement Date	01/30/2015
Balance	4,216.69
Enclosures	3
Page	1

10,000.00
$ 10,000.00 credits
1/1/15 - 6/30/15

PLAINTIFF'S EXHIBIT 12 11-9-15

283 1 AV 0.378 P:283 / T:2 / S1:0 / S2:0

MGR RIDES, LLC
472 PEARSON RD
GREER SC 29651-7080

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3

Considering Refinancing or Looking to Purchase? Our Mortgage Rates are Nearing Historical Lows! Call Greer State Bank and ask to speak with a Mortgage Loan Officer today! (864)877-2000

SMALL BUSINESS CKG ACCOUNT XXX1045

		LAST STATEMENT 12/31/14	4,563.22
MINIMUM BALANCE	4,216.69	CREDITS	.00
AVG AVAILABLE BALANCE	4,309.09	3 DEBITS	346.53
		THIS STATEMENT 01/30/15	4,216.69

CHECKS

CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT
3074 01/09 30.00	3075 01/09 30.00	3076 01/09 286.53

DAILY BALANCE

DATE.....BALANCE	DATE.....BALANCE	DATE.....BALANCE
01/09 4,216.69		

Member FDIC

Greer State Bank
PO Box 1029
Greer, SC 29652
864-877-2000

Account Number	XXX1045
Statement Date	02/27/2015
Balance	1,716.69
Enclosures	1
Page	1

289 1 AV 0.378 P:289 / T:2 / S1:0 / S2:0

MGR RIDES, LLC
472 PEARSON RD
GREER SC 29651-7080

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Considering Refinancing or Looking to Purchase? Our Mortgage Rates are Nearing Historical Lows! Call Greer State Bank and ask to speak with a Mortgage Loan Officer today! (864)877-2000

SMALL BUSINESS CKG ACCOUNT XXX1045

		LAST STATEMENT 01/30/15	4,216.69
MINIMUM BALANCE	1,716.69	CREDITS	.00
AVG AVAILABLE BALANCE	2,877.40	1 DEBITS	2,500.00
		THIS STATEMENT 02/27/15	1,716.69

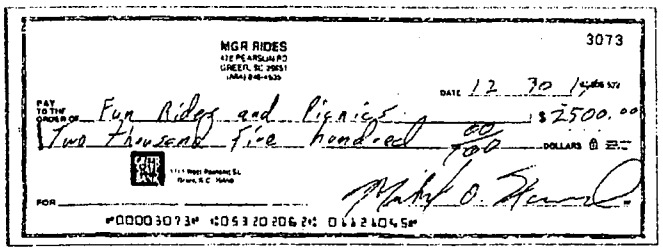
CHECKS

CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT
3073 02/13 2,500.00		

DAILY BALANCE

DATE.....BALANCE	DATE.....BALANCE	DATE.....BALANCE
02/13 1,716.69		

Member FDIC


MGR RIDES
412 PEARSON RD
GREER, SC 29651
(864) 848-4535

3073

DATE 12 30 14

PAY TO THE ORDER OF Fun Rides and Lights $2500.00

Two Thousand Five hundred 00/100 DOLLARS

FOR

Mike O. Hamrick

⑈0000 3073⑈ ⑆053 20 206 2⑆ 0 1 1 2 1 0 4 5⑈

3073 $2,500.00 2/13/2015

Greer State Bank
PO Box 1029
Greer, SC 29652
864-877-2000

Account Number	XXX1045
Statement Date	03/31/2015
Balance	1,277.69
Enclosures	1
Page	1

925 1 AV 0.378 P:925 / T:4 / S1:0 / S2:0

MGR RIDES, LLC
472 PEARSON RD
GREER SC 29651-7080

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Considering Refinancing or Looking to Purchase? Our Mortgage Rates are Nearing Historical Lows! Call Greer State Bank and ask to speak with a Mortgage Loan Officer today! (864)877-2000

SMALL BUSINESS CKG ACCOUNT XXX1045

		LAST STATEMENT 02/27/15	1,716.69
MINIMUM BALANCE	1,277.69	CREDITS	.00
AVG AVAILABLE BALANCE	1,702.97	1 DEBITS	439.00
		THIS STATEMENT 03/31/15	1,277.69

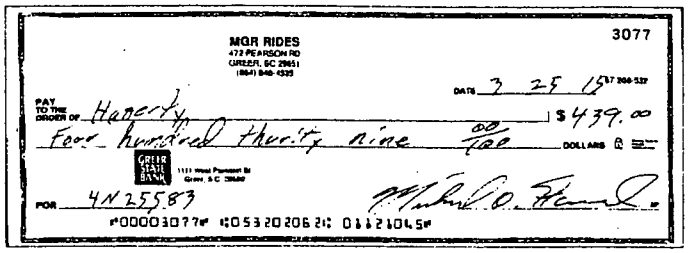
CHECKS

CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT
3077 03/31 439.00		

DAILY BALANCE

DATE.....BALANCE	DATE.....BALANCE	DATE.....BALANCE
03/31 1,277.69		

MEMBER FDIC



MGR RIDES
472 PEARSON RD
GREER, SC 29651
(864) 848-4325

3077

DATE 3 25 15

PAY TO THE ORDER OF Hagerty $ 439.00

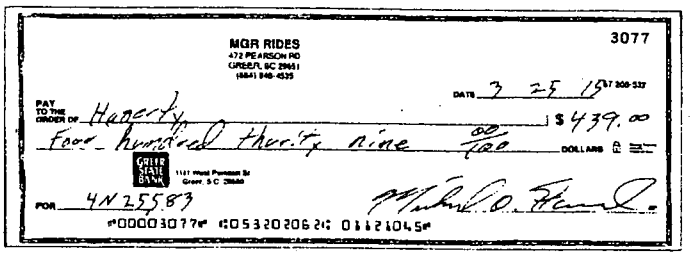
Four hundred thirty nine 00/100 DOLLARS

GREER STATE BANK
1111 West Poinsett St
Greer, S.C. 29650

FOR 4N25583

⑈00003077⑈ ⑆053202062⑆ 01121045⑈

3077 $439.00 3/31/2015



MGR RIDES
472 PEARSON RD
GREER, SC 29651
(864) 848-4535

3077

DATE 3-25-15

PAY TO THE ORDER OF Hagerty, $439.00

Four hundred thirty nine 00/100 DOLLARS

GREER STATE BANK
1107 West Poinsett St
Greer, S.C. 29650

FOR 4N25583

⑈0000 3077⑈ ⑆053202062⑆ 0112104 5⑈

3077 $439.00 3/31/2015

Greer State Bank
PO Box 1029
Greer, SC 29652
864-877-2000

Account Number	XXX1045
Statement Date	04/30/2015
Balance	765.69
Enclosures	1
Page	1

375 1 AV 0.378 P:375 / T:2 / S1:0 / S2:0

MGR RIDES, LLC
472 PEARSON RD
GREER SC 29651-7080

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SMALL BUSINESS CKG ACCOUNT XXX1045

MINIMUM BALANCE	777.69	LAST STATEMENT 03/31/15	1,277.69
AVG AVAILABLE BALANCE	777.69	CREDITS	.00
		2 DEBITS	512.00
		THIS STATEMENT 04/30/15	765.69

CHECKS

CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT
3078 04/01 500.00		

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
SERVICE CHARGE	04/30	12.00

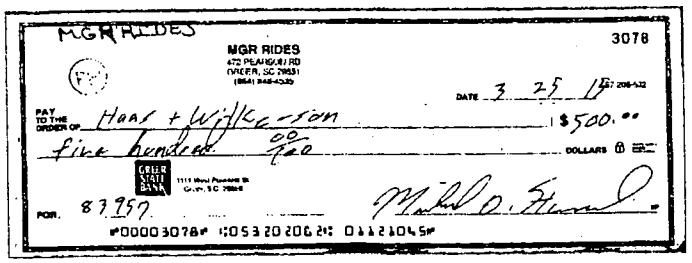
ITEMIZATION OF SERVICE CHARGE PAID THIS PERIOD

TOTAL CHARGE FOR MAINTENANCE FEE: 12.00

DAILY BALANCE

DATE.....BALANCE	DATE.....BALANCE	DATE.....BALANCE
04/01 777.69	04/30 765.69	

MEMBER FDIC


MGR RIDES

MGR RIDES
472 PEARIDGE RD
GREER, SC 29651

3078

DATE 3 25 15

PAY TO THE ORDER OF Haar + Wilkerson $500.00

Five hundred 00/100 DOLLARS

GREER STATE BANK

FOR 87957

Mike A. Hamel

⑈0003078⑈ ⑆053202062⑆ 0112104⑈

3078 $500.00 4/1/2015

Greer State Bank
PO Box 1029
Greer, SC 29652
864-877-2000

Account Number	XXX1045
Statement Date	05/29/2015
Balance	753.69
Enclosures	0
Page	1

715 1 AV 0.388 P:715 / T:3 / S1:0 / S2:0

MGR RIDES, LLC
472 PEARSON RD
GREER SC 29651-7080

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As a loyal Greer State Bank customer, we'd like to show you our appreciation by inviting you to a cookout! Join us for lunch on Friday, June 19th from 11:30 am - 1:00 pm at Greer State Bank's Poinsett Branch located at 1111 W. Poinsett Street in Greer, SC. If you plan to attend, please RSVP to Melody Owens at MOwens@GreerStateBank.com or call (864)801-3000. Looking forward to seeing YOU soon!

SMALL BUSINESS CKG ACCOUNT XXX1045

		LAST STATEMENT 04/30/15	765.69
MINIMUM BALANCE	765.69	CREDITS	.00
AVG AVAILABLE BALANCE	765.69	1 DEBITS	12.00
		THIS STATEMENT 05/29/15	753.69

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
SERVICE CHARGE	05/29	12.00

ITEMIZATION OF SERVICE CHARGE PAID THIS PERIOD

TOTAL CHARGE FOR MAINTENANCE FEE: 12.00

DAILY BALANCE

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
05/29	753.69				

MEMBER FDIC

Greer State Bank
PO Box 1029
Greer, SC 29652
864-877-2000

Account Number	XXX1045
Statement Date	06/30/2015
Balance	9,009.59
Enclosures	2
Page	1

1638 1 AV 0.388 P:1638 / T:5 / S1:0 / S2:0

MGR RIDES, LLC
472 PEARSON RD
GREER SC 29651-7080

30
1
2

SMALL BUSINESS CKG ACCOUNT XXX1045

		LAST STATEMENT 05/29/15	753.69
MINIMUM BALANCE	753.69	1 CREDITS	10,000.00
AVG AVAILABLE BALANCE	3,215.28	3 DEBITS	1,744.10
		THIS STATEMENT 06/30/15	9,009.59

OTHER CREDITS

DESCRIPTION	DATE	AMOUNT
DEPOSIT	06/22	10,000.00

CHECKS

CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT
3079*06/23 675.00	3081 06/25 952.00	

(*) INDICATES A GAP IN CHECK NUMBER SEQUENCE

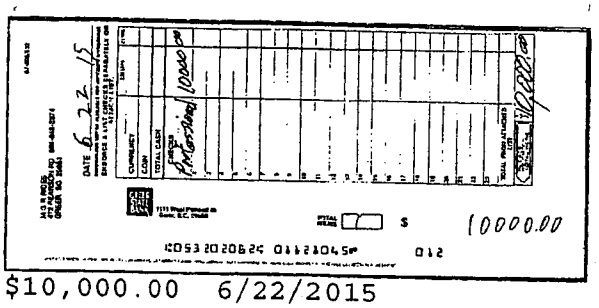
OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
XX4314 PINLESS PURCHAS FORK LIFT EQUIPMENT CO 864 8622908 SC FORK LIFT EQ	06/30	117.10

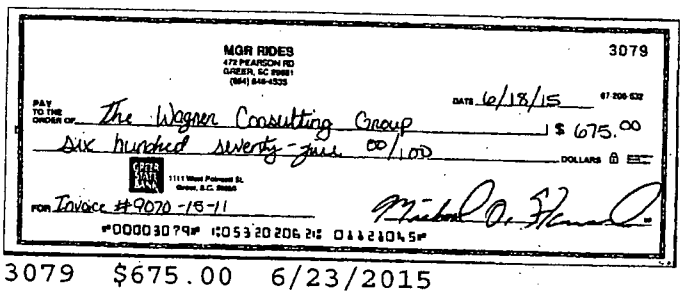
DAILY BALANCE

DATE.....BALANCE	DATE.....BALANCE	DATE.....BALANCE
06/22 10,753.69	06/25 9,126.69	
06/23 10,078.69	06/30 9,009.59	

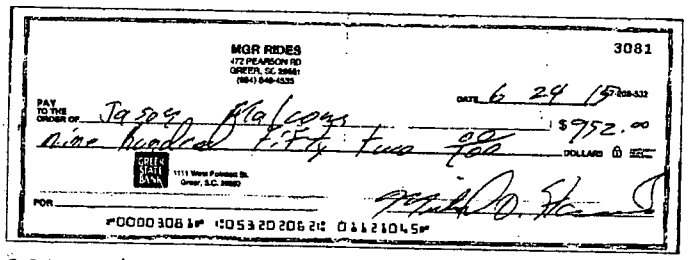
MEMBER FDIC



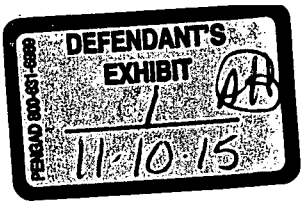
$10,000.00 6/22/2015



3079 $675.00 6/23/2015



3081 $952.00 6/25/2015

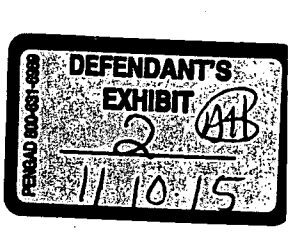


ABC Party Rentals

12/21/2012 10:34 AM

Register: MGR Rides
From 01/01/2010 through 12/21/2012
Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Increase	C	Decrease	Balance
07/09/2010	9526	MGR Rides	Checking - B of A	june/july ride pa...			11,798.32	611,201.68
08/12/2010	9573	MGR Rides	Checking - B of A				4,333.00	606,868.68
09/13/2010	9620	MGR Rides	Checking - B of A [split]	ride payment			4,058.30	602,810.38
10/12/2010	9684	Mike Howard	Checking - B of A	payment on rides			5,000.00	597,810.38
10/12/2010	101003		Contributed Capital:Con...	Cash paid to mik...	4,000.00			601,810.38
06/10/2011	10085	MGR Rides	Checking - B of A				10,000.00	591,810.38
06/28/2011	10131	MGR Rides	Checking - B of A				6,000.00	585,810.38
07/13/2011	10154	MGR Rides	Checking - B of A				8,750.80	577,059.58
08/11/2011	10189	MGR Rides	Checking - B of A [split]				8,333.33	568,726.25
09/13/2011	10238	MGR Rides	Checking - B of A				8,333.33	560,392.92
10/12/2011	10301	MGR Rides	Checking - B of A [split]				8,333.33	552,059.59
05/07/2012	10615	MGR Rides	Checking - B of A				13,738.20	538,321.39
06/14/2012	10751	MGR Rides	Checking - B of A				13,738.20	524,583.19
07/17/2012	10815	MGR Rides	Checking - B of A				11,238.20	513,344.99
08/10/2012	10860	MGR Rides	Checking - B of A				13,738.20	499,606.79
J/2012	10912	MGR Rides	Checking - B of A [split]				13,738.20	485,868.59
10/16/2012	10987	MGR Rides	Checking - B of A				13,888.20	471,980.39



REPLY: SUPPLEMENTED NOVEMBER 3, 2015:

AKA Entertainment & Media
Alive First Wesleyan Church
Anderson University
Bells Crossing
Bethel Elementary
Bilo
Brushy Creek Elementary
Buena Vista Elementary
City of Carnesville, GA
City of Columbus, NC
City of Fountain Inn
Dun Burks Premier Events
Furman University
Greater Greer Chamber of Commerce
J.M. Smith
Lifesong Church
Lower Shady Grove Baptist
Marathon
Mauldin Elementary
Mega Rock Challenge & Amus.
Midland Magic Event
Miracle Amusements
Monarch Elementary School
Mt. View Elementary
Mt. Zion Church
Okra Strut Festival
Pacer Concession & Amusements
Pickens Azalea Festival
Plain Elementary
Planet Follywood
RH Events & Promotions
SC Peach Festival
Shannon Forest Christian School
Simpsonville Chamber of Commerce
Standard Motor Products, Inc.
TC's Amusements
The City of Hartwell, GA
Town of Waterloo
Truth Missionary Baptist Church
USC Upstate
Verizon Wireless





HIGH-LITE RIDES, INC.
464 PEARSON ROAD
GREER, SC 29651
864/848-4535
FAX 864/848-0562
highlitecrop@bellsouth.net

RE: Past Due Invoices
DATE: 08/15/2013

Mr. Wiener

The enclosed invoices are past due. The invoice number 7089 needs to be paid ASAP. Per the contract this payment is due on the 1st of the month and past due after the 10th day of the month. This payment is due even in the event of disagreement between the parties involved. The other invoices that are past due are for equipment rental and services rendered please contact us to resolve these issues as soon as possible.

Michael O. Howard

Invoice

MGR Rides

472 Pearson Road
Greer, SC 29651

Date	Invoice #
8/1/2013	7089

Bill To
ABC ABC Amusements 286 Rocky Creek Road Greenville, SC 29607

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
	PAYMENT ON RIDES	13,738.20	13,738.20

PAST DUE

	Total	$13,738.20

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

ABC Rental
286 Rocky Creek Rd
Greenville, SC 29651

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Jennifer Johnson ☐ Agent ☐ Addressee

B. Received by (Printed Name) Jennifer Johnson
C. Date of Delivery 6-16-17

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7012 3050 0001 9872 1381

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

Subject: As requested

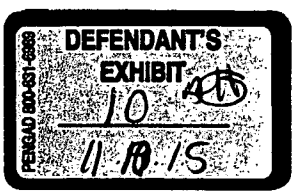
From: Will Kirksey (kirksey@kirkseyamusements.com)

To: highlitecorp@bellsouth.net;

Date: Tuesday, January 28, 2014 8:59 AM

As per our ongoing agreement....I will continue to subcontract rides through your business, when needed, provided you do not use any 3rd party subcontractors that are going to actively pursue my contracts. I would prefer that you not use ABC Amusements. They are a local direct competitor and have attempted to take jobs from us in the past.

Will Kirksey
http://www.kirkseyamusements.com/
864-578-5370



March 28, 2014

To: Mike Howard Amusement Company
464 Pearson Road
Greer, South Carolina 29651

From: Edward Brown
Ed Brown Championship Rodeo
Blacksburg, South Carolina 29702

Attn: Mr. Mike Howard

Dear Sir:

During the last 8 years, I have used your amusement services each August at the Ed Brown Championship Rodeo and in general have been very satisfied with the results when you were on-site and in charge of the operation. However, I have to say that when you subcontracted your amusement / carnival rides out to ABC Amusements at the 2011 and 2012 rodeo, I was thoroughly displeased, as I stated to you after each of the events. Due to my displeasure of the operation for two consecutive years, I specifically requested you be in charge of the operation at the 2013 rodeo because I did not want ABC Amusements back at future rodeos. In general, I have been dissatisfied with the over all operation of the amusement events you have subcontracted to ABC Amusement Company.

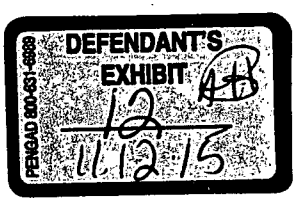
First of all, during the 2011 and 2012 rodeo events when I asked the ABC Amusements subcontractor to use only quiet operating generators he assured me that he would. However, when the rodeo started, at both events, he was using only standard generators and the noise had some of the spectators complaining they could not hear the arena announcer.

Second, I specifically request that all vendors have all their facilities / rides in place prior to the Friday of the rodeo. At both the 2011 and 2012 rodeo, ABC Amusements Company was still in the process of erecting carnival rides on the Friday morning of the rodeo.

Since your company takes pride in doing things the right way I consider it my duty to bring this matter to your attention. It is my expectation that you look into these issues and get back with me by the first week in July, 2014.

Sincerely,

Edward Brown



Professional Affairs

P.O. Box 81111
Conyers, GA 30013

October 21, 2013

Mike Howard
MGR Rides
472 Pearson Road
Greer, SC 29651

Mike,

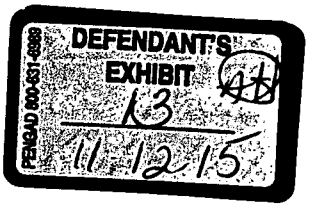
We have enjoyed a great working relationship over the past twenty years with our corporate event planning services. Your equipment and staff have always met the expectations of our company and, more importantly those of our clients. As you know we have been very unsatisfied with the service on several events since your affiliation with ABC. We nearly lost one of our best clients in Indiana when they showed up with a ride that did not work and our client actually had to locate and repair a part on the ride to get it operational. We had to locate and provide a generator for that same event at the last minute since theirs would not start. That is just one example that you are aware of. In fact if you had not jumped in and help to locate the part that day we would have had a useless ride sitting the middle of event. And as you also know it took nearly a year to get our client reimbursed for the part that they had to purchase to repair the ride.

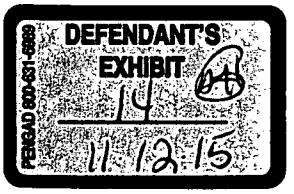
Although we would like to continue to work with you we cannot accept the kind of service that they have provided or the quality of the equipment that we offer our clients. We will be glad to talk with you about continuing our working relationship but only if we are dealing directly with you. I will be calling you to follow up and to discuss some future events.

I look forward to talking with you then.

Sincerely,

Max Pfeifer
General Manager





AGREEMENT FOR PURCHASE AND SALE OF EQUIPMENT

THIS AGREEMENT FOR PURCHASE AND SALE OF EQUIPMENT (hereinafter call AAgreement@) dated April _1_, 2010 by and among ABC Amusements (hereinafter referred to as Purchaser), Scott Wiener, an individual residing in Greenville County, South Carolina who is the sole owner of the Purchaser (hereinafter referred to as Wiener), and Michael O. Howard an individual residing in Greenville County, South Carolina who is the sole owner of the equipment to be sold, (hereinafter referred to as Seller).

RECITALS:

WHEREAS, Purchaser is a South Carolina company engaged in the business of amusement rides with its principal place of business at 286 Rocky Creek Road, Greenville, South Carolina 29615;

WHEREAS, Wiener an individual residing at 930 Old Williamston Road, Piedmont, SC 29673 who is the sole owner of the Purchaser;

WHEREAS, Seller an individual residing at 472 Pearson Road, Greer, South Carolina 29651 who is the owner of all the equipment to be sold; and

WHEREAS, Purchaser, Seller and Wiener desire to enter into this Agreement relating to the purchase of certain equipment and other activities relating solely to the Business.

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants, conditions, and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

ARTICLE I
THE TRANSACTION

1.1 Purchase and Sale of Equipment. Subject to the terms and conditions of this Agreement, Seller agrees to sell and Purchaser agrees to buy the Equipment (as hereinafter defined) (as hereinafter referred to as Equipment).

1.2 Purchased Equipment. The Equipment to be purchase is detailed in attached "A" and is sold "as is", "where is" and "how is". Seller makes no warranties.

1.3 Transfer of Title. Seller agrees to transfer title of the equipment when Purchaser has paid for the equipment in full including any outstanding maintenance and late penalties. Until the all the Equipment is paid in full the title to the Equipment shall remain with the Seller.

ARTICLE II
CONSIDERATION FOR EQUIPMENT

2.1 Purchase Price. The purchase price (APurchase Price@) for the Equipment shall be Six Hundred and Thirty-Three Thousand and No/100 ($633,000.00) Dollars.

2.2 Payment Schedule. The Purchase Price set forth in Section 2.1 above shall be paid in installments on the following Schedule: Ten Thousand dollars shall be paid at signing of this agreement then starting in May 1,2010 payment of eight thousand and three hundred and thirty-three dollars and thirty-three cents ($8,333.33) shall be made for six (6) months on the first day of each month. In the year 2011, no payments for the first six months then starting in May 1,2011 payment of eight thousand and three hundred and thirty-three dollars and thirty-three cents ($8,333.33) shall be made for six (6) months on the first day of each month. In the year 2012, no payments for the first six months then starting in May 1,2012 payment of thirteen thousand and seven hundred and thirty-eight dollars and twenty cents ($13,738.20) shall be made for six (6) months on the first day of each month. In the year 2013, no payments for the first six months then starting in May 1, 2013 payment of thirteen thousand and seven hundred and thirty-eight dollars and twenty cents ($13,738.20) shall be made for six (6) months on the first day of each month. In the year 2014 and for each year thereafter until paid in full the payment schedule shall be the same as the year 2013.

2.3 Interest on the outstanding balance. The portion of the Purchase Price which remains unpaid shall be subject to an interest rate of 2% per year calculated on a monthly rate of 0.1667%.

2.4 Promissory Note. Six Hundred and Twenty-Three Thousand and No/100 ($623,000.00) Dollars shall be paid by Purchaser to Seller in the form of a Promissory Note having a term of ten (10) years and interest at eight percent (2%) per annum, and payable per the schedule of para. 2.1 above with interest accumulating starting one (1) month after the date of execution.

2.5 Security for Promissory Note. The negotiable Promissory Note delivered by Purchaser to Seller referred to in Section 2.4 above shall be personally guaranteed by Wiener.

2.6 Pre-Payment Penalties. Purchaser may pre-pay or pay in full at any time without penalties.

ARTICLE III
ADDITIONAL AGREEMENTS WITH SELLER

3.1 Non-Competition Agreement. Purchaser and Seller shall execute a Non-Competition Agreement to prohibit Seller from competing with the business of Purchaser under the terms and conditions specified in that Agreement.

ARTICLE IV
THE SALE AND TRANSFER OF EQUIPMENT

4.1 Sale. The sale and transfer of equipment shall occur at 10:00 a.m. on or before April 30, 2010, or at such other time as may be mutually agreed upon by the parties at the offices of _____. located at _____, Greenville, South Carolina. Upon consummation, the Sale shall be deemed to have been effective as of the Effective Date.

4.2 Deliveries by Purchaser.

At the Sale, Purchaser shall deliver the following:

(a) A cashier's check or wire transfer payable to Seller in the amount of Ten Thousand Dollars ($10,000.00);

(b) A Promissory Note made payable to Seller in the amount of Six Hundred and Twenty-Three Thousand and No/100 ($623,000.00) Dollars, with personal guarantee of payment by Wiener appended thereto, as provided for in Section 2.5;

(c) Non-Competition Agreement between Purchaser and Seller;

4.3 Deliveries by Seller. At the sale, Seller shall deliver the following:

(a) Seller shall provide access to the equipment and any documentation as may be required by Purchaser that Purchaser is owner of the equipment

(b) Non-Competition Agreement between Purchaser and Seller;

(c) All remaining rides will be completed by 9/01/2010

Ferris wheel 8/01/10 SW

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF SELLER AND PURCHASER

Seller and Purchaser, jointly and severally, represent and warrant to Purchaser and Morgan as of the Closing Date as follows:

6.1 Authority. Seller and Purchaser have the full legal right, power and authority, without the consent of any other person, to execute and deliver this Agreement and the agreements to be delivered at the sale and to carry out the transactions contemplated hereby and thereby.

6.2 Properties.

(a) All the Equipment owned by Seller has been inspected by Purchaser and are so AAs is@ , "Where is" , and "How is" without any warranty of merchantability or fitness.@ **THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS ATTACHED TO ANY OF THE PROPERTY TO BE TRANSFERRED TO PURCHASER.**

ARTICLE VIII
COVENANTS OF SELLER AND PURCHASER

Seller and Purchaser, jointly and severally, hereby agree to keep, perform, and fully discharge the following covenants and agreements:

8.2 Storage of Equipment. Purchaser may store Equipment at Seller's facilities at 472 Pearson Road, Greer, SC, at no cost to Purchaser.

8.2 Maintenance and Mechanical Support. Purchaser agrees to use High Lite Rides as its single source for Maintenance and Mechanical Support during the payment period and until the Equipment is full paid. Any and all maintenance and mechanical support will be billed at High Lites Rides normal billing rate. Maintenance and Mechanical Support invoice are due and payable at time of service. Should any maintenance and Mechanical support invoices not be paid within 30 days it would be considered the same as breach in payment per para. ____

8.3 Purchase New Rides at Cost. Purchaser has the option to purchase new rides produced by High Lite Rides at cost.

8.4 Test New Rides. Purchaser agrees to field test new rides produced by High Lite Rides at no cost to Seller or High Lite Rides.

8.5 New Business. Seller agrees to refer all inquires about amusement rides (not equipment) to Purchaser during the 10 year non compete period.

ARTICLE IX
RIGHTS OF SELLER

Should Purchaser default on payments:

9.1 Notice to Purchaser. Ten days after any failure of Purchaser to make payment on schedule as defined herein, Seller shall notify Purchaser of payment failure by US Mail.

9.2 Execution to Recover. Thirty days after any failure of Purchaser to make payment on schedule as defined herein with notice as required by para 8.1, Seller may declare the Promissory Note in default and seek recovery of the Equipment by all legal means. Seller may declare all payments on the Promissory Note see article 9.3.

9.3 Purchaser and seller agree to sell equipment to cover note.

ARTICLE X
MUTUAL COVENANTS

10.1 Expenses. Each of the parties hereto shall pay all costs and expenses incurred by such party in connection with the transactions contemplated by this Agreement, whether or not the transactions contemplated hereby are consummated.

10.2 Confidentiality; Public Announcements. Each party will and will cause its employees and agents to hold in strict confidence, unless disclosure is compelled by judicial or administrative process, or in the opinion of its counsel, by other requirements of law, all Confidential Information and will not disclose the same to any Person. The party gaining access to such Confidential Information shall exercise the same degree of care with respect thereto that any such party uses to preserve and safeguard its own confidential proprietary information. Confidential Information shall be used only for the purpose of and in connection with consummating the transaction contemplated herein. None of the parties hereto shall make any disclosure to the public or concerning this Agreement or the transactions contemplated hereby other than with the express written consent of the other parties hereto, except as may be required by law, or by rule, regulation or announcement of a governmental or quasi-governmental agency. To the extent reasonably practicable, any press release or trade notice proposed to be issued by any party hereto shall be submitted to the other parties hereto for approval, which approval shall not be unreasonably withheld or delayed. Neither party shall offer nor share any information to any third person to the detriment of the other.

10.3 Further Assurances. Each party hereto agrees to execute and deliver promptly such instruments and take such other actions as any other such party may reasonably request in order to carry out the intent of this Agreement.

ARTICLE XI
SURVIVAL, INDEMNIFICATION AND HOLDBACK REDUCTION EVENT

11.1 Indemnification.

(a) Seller agrees to indemnify and hold Purchaser and its officers, directors, shareholders, and employees harmless from and against any and all claims, demands, expenses, charges, losses, damages (including, without limitation, punitive from a third party judgement and consequential damages), liabilities, and obligations (including, without limitation, reasonable attorney fees and other costs and expenses of the indemnified party incurred in defense or otherwise incident thereto) whether or not any liability or payment obligation or judgment is ultimately imposed against the indemnified party arising out of, based on, or relating to any facts or

circumstances (i) that would constitute a material breach by either party of any representation, warranty, or covenant contained herein or in any agreement executed pursuant hereto; (ii) in respect of any liability, payment or obligation of either party, including any liability or obligation arising out of or related to facts or circumstances existing prior to the closing or the operation of the Business prior to the closing; (iii) resulting from or arising out of any third party action, whether by a governmental authority or other third party for damages, including fines and penalties or cleanup costs or other compliance costs under any environmental law arising out of or caused in whole or in part by the operations of Seller prior to the sale or the condition of any property occupied by Seller on the date of the sale.

(b) Purchaser agrees to indemnify and hold harmless Seller and its officers, directors, shareholders, and employees from and against any and all claims, demands, expenses, charges, losses, damages (including, without limitation, punitive from a third party judgement and consequential damages), liabilities and obligations (including, without limitation, reasonable attorney=s fees and other costs and expenses of the indemnified party incurred in defense of or otherwise incident thereto) whether or not any liability or payment obligation or judgment is ultimately imposed against the indemnified party arising out of, based on, or relating to any facts or circumstances: (i) that would constitute a material breach by Purchaser of any representation, warranty, or covenant contained herein or in any agreement executed pursuant hereto; (ii) in respect to any liability, payment, or obligation of Purchaser arising solely out of facts or circumstances arising after the sale.

(c) The rights to indemnification provided in this Section 11.2 shall be in addition to any other rights of indemnification in favor of any of the parties contained elsewhere in this Agreement.

11.2 Provisions of General Application Regarding Indemnification. With respect to any right of indemnification arising under this Agreement, the following provisions shall apply:

(a) Notice. Within thirty (30) days of knowledge of any dispute or potential claim or action or the assessment of any claim (to which a right of indemnification hereunder may reasonably apply) by a third party, the Party(ies) receiving such notice of commencement shall give the other Party(ies) written notice thereof, together with a copy of such claim, and the Indemnifying Party(ies) shall have the right to undertake the defense thereof by representatives of its own choosing.

(b) Defense Rights. In the event that the Indemnifying Party(ies) by the thirtieth (30th) day after receipt of notice of any such claim (or, if earlier by the tenth (10th) day preceding the day on which an answer or other pleading must be served in order to prevent judgment by default in favor of the person asserting such claim), does not elect to defend against such claim, the

Indemnified Party will (upon further notice to the Indemnifying Party(ies)) have the right to undertake the defense, compromise or settlement of such claim in any reasonable manner on behalf of and for the amount and risk and expense of the Indemnifying Party(ies), subject to the right of the Indemnifying Party(ies) to assume the defense of such claim at any time prior to settlement, compromise or final determination thereof.

(c) Settlement. Anything in this Agreement to the contrary notwithstanding, (a) if there is a reasonable probability that a claim may materially and adversely affect the Indemnifying Party(ies) other than as a result of money damages or other money payments, the Indemnifying Party(ies) shall have the right, at its own cost and expense, to compromise or settle such claim in any reasonable manner, but (b) the Indemnifying Party(ies) shall not, without prior written consent of the Indemnified Party(ies), settle or compromise any claim or consent to the entry of any judgment which does not include as an unconditional term thereof the giving by the claimant or the plaintiff to the Indemnified Party(ies) a release from all liability in respect of such claim. In any event, all Parties shall retain the right to participate in the defense of any such claim.

(d) Interest. All claims for indemnification under this Section 11 shall bear simple interest from the date actual financial loss respecting such indemnification claim is incurred by the Indemnified Party(ies) at the rate of eight percent (8%)percent per annum until such claim for indemnification is paid in full by the Indemnifying Party(ies).

ARTICLE XII
GENERAL PROVISIONS

12.1 Amendments and Wavier. No amendment, waiver or consent with respect to any provision of this Agreement shall in any event be effective, unless the same shall be in writing and signed by the party intended to be bound thereby, and then such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

12.2 Notices. All notices, requests, demands and other communications hereunder shall be in writing delivered in person or sent by registered or certified mail, postage prepaid, or by telecopy, telegram or telex as follows:

If to Seller and Murphy:

Mr. Michael O. Howard
472 Pearson Road

With a copy to:

Greer, SC 29651

If to Purchaser and Wiener:

Scott Wiener
286 Rocky Creek Road
Greenville, SC 29615

Any party may change its address for receiving notice by written notice given to the others named above.

12.3 Expenses. Except as otherwise expressly provided herein, each party to this Agreement shall pay its own costs and expenses in connection with the transactions contemplated hereby. Provided, however, any fees charged by the closing attorneys, shall be equally shared by the parties.

12.4 Counterparts. This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12.5 Benefit. This Agreement shall bind and inure to the benefit of the parties named herein and their respective successors and assigns.

12.6 Entire Agreement. This Agreement and the documents referred (listing of these documents to be in schedule 13.6)to herein contain the entire understanding among the parties with respect to the transactions contemplated hereby and supersede all other agreements, understandings, and undertakings among the parties with respect to the subject matter hereof.

12.7 Applicable Law, Construction. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina. The parties hereto participated in the negotiation and drafting of this Agreement and, therefore, no greater or stricter construction shall be applied to any party hereto.

12.8 Other Rules of Construction. References in this Agreement to sections, schedules and exhibits are to sections of, and schedules and exhibits to this Agreement unless otherwise indicated. Words in the singular include the plural and in the plural include the singular. The word "or" is not exclusive. The word "including" shall mean including, without limitation. The section and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

12.9 Partial Invalidity. In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or

render unenforceable any other provision hereof, unless such holding substantially alters the financial intent of the parties and, in such event, the harmed party shall have the right to terminate this Agreement. The failure of any Schedule or Exhibit called for herein to be attached hereto shall in no way affect the validity or enforceability of this Agreement as a whole or any of the other provisions set forth herein.

12.10 Litigation. With regard to any litigation brought to enforce any provisions of this Agreement, the parties hereby consent to the nonexclusive jurisdiction and venue of the courts of the State of South Carolina, County of Greenville, or federal district court located in such state for such purposes. The parties hereby waive all defenses as to personal jurisdiction, venue and solvent immunity from jurisdiction, attachment, and execution. Any party who brings or defends a proceeding to enforce provisions of this Agreement and prevails shall be paid its full cost and expenses, including reasonable attorney=s fees by the non-prevailing party determined by the Judge.

IN WITNESS WHEREOF, the individual parties have executed this Agreement and each of the corporate parties has caused this Agreement to be executed on its behalf by a duly authorized officer all as of the date first written above.

In the presences of:

_____

_____

As to Seller

By: Michael O. Howard

Michael O. Howard, Individual

ABC Amusements

By: Scott Wiener

Scott Wiener, owner

_____

_____

As to Purchaser

_____

Scott Wiener, Individually

_____

_____

As to Wiener

Payment Schedule

Date Due	Payment	Interest	Balance
April 1, 2010			623,000.00
May 1, 2010	8,333.33	1,038.33	615,705.00
June 1, 2010	8,333.33	1,026.18	608,397.85
July 1, 2010	8,333.33	1,014.00	601,078.51
August 1, 2010	8,333.33	1,001.80	593,746.98
September 1, 2010	8,333.33	989.58	586,403.23
October 1, 2010	8,333.33	977.34	579,047.24
November 1, 2010	0.00	965.08	580,012.32
December 1, 2010	0.00	966.69	580,979.01
January 1, 2011	0.00	968.30	581,947.30
February 1, 2011	0.00	969.91	582,917.22
March 1, 2011	0.00	971.53	583,888.74
April 1, 2011	0.00	973.15	584,861.89
May 1, 2011	8,333.33	974.77	577,503.33
June 1, 2010	8,333.33	962.51	570,132.51
July 1, 2010	8,333.33	950.22	562,749.40
August 1, 2010	8,333.33	937.92	555,353.98
September 1, 2010	8,333.33	925.59	547,946.24
October 1, 2010	8,333.33	913.24	540,526.16
November 1, 2010	0.00	900.88	541,427.03
December 1, 2010	0.00	902.38	542,329.41
January 1, 2011	0.00	903.88	543,233.30
February 1, 2011	0.00	905.39	544,138.68
March 1, 2011	0.00	906.90	545,045.58
April 1, 2011	0.00	908.41	545,953.99
May 1, 2011	13,738.20	909.92	533,125.71
June 1, 2011	13,738.20	888.54	520,276.06
July 1, 2011	13,738.20	867.13	507,404.98
August 1, 2011	13,738.20	845.67	494,512.46
September 1, 2011	13,738.20	824.19	481,598.45
October 1, 2011	13,738.20	802.66	468,662.91
November 1, 2011	0.00	781.10	469,444.02
December 1, 2011	0.00	782.41	470,226.42
January 1, 2012	0.00	783.71	471,010.13
February 1, 2012	0.00	785.02	471,795.15
March 1, 2012	0.00	786.33	472,581.48
April 1, 2012	0.00	787.64	473,369.11
May 1, 2012	13,738.20	788.95	460,419.86
June 1, 2012	13,738.20	767.37	447,449.03
July 1, 2012	13,738.20	745.75	434,456.57
August 1, 2012	13,738.20	724.09	421,442.47
September 1, 2012	13,738.20	702.40	408,406.67
October 1, 2012	13,738.20	680.68	395,349.15
November 1, 2012	0.00	658.92	396,008.07
December 1, 2012	0.00	660.01	396,668.08
January 1, 2013	0.00	661.11	397,329.19
February 1, 2013	0.00	662.22	397,991.41
March 1, 2013	0.00	663.32	398,654.73
April 1, 2013	0.00	664.42	399,319.15

May 1, 2013	13,738.20	665.53	386,246.48
June 1, 2013	13,738.20	643.74	373,152.03
July 1, 2013	13,738.20	621.92	360,035.75
August 1, 2013	13,738.20	600.06	346,897.61
September 1, 2013	13,738.20	578.16	333,737.57
October 1, 2013	13,738.20	556.23	320,555.60
November 1, 2013	0.00	534.26	321,089.86
December 1, 2013	0.00	535.15	321,625.01
January 1, 2014	0.00	536.04	322,161.05
February 1, 2014	0.00	536.94	322,697.99
March 1, 2014	0.00	537.83	323,235.82
April 1, 2014	0.00	538.73	323,774.54
May 1, 2014	13,738.20	539.62	310,575.97
June 1, 2014	13,738.20	517.63	297,355.39
July 1, 2014	13,738.20	495.59	284,112.78
August 1, 2014	13,738.20	473.52	270,848.11
September 1, 2014	13,738.20	451.41	257,561.32
October 1, 2014	13,738.20	429.27	244,252.39
November 1, 2014	0.00	407.09	244,659.48
December 1, 2014	0.00	407.77	245,067.24
January 1, 2015	0.00	408.45	245,475.69
February 1, 2015	0.00	409.13	245,884.81
March 1, 2015	0.00	409.81	246,294.62
April 1, 2015	0.00	410.49	246,705.11
May 1, 2015	13,738.20	411.18	233,378.09
June 1, 2015	13,738.20	388.96	220,028.85
July 1, 2015	13,738.20	366.71	206,657.37
August 1, 2015	13,738.20	344.43	193,263.59
September 1, 2015	13,738.20	322.11	179,847.50
October 1, 2015	13,738.20	299.75	166,409.05
November 1, 2015	0.00	277.35	166,686.39
December 1, 2015	0.00	277.81	166,964.21
January 1, 2016	0.00	278.27	167,242.48
February 1, 2016	0.00	278.74	167,521.22
March 1, 2016	0.00	279.20	167,800.42
April 1, 2016	0.00	279.67	168,080.09
May 1, 2016	13,738.20	280.13	154,622.02
June 1, 2016	13,738.20	257.70	141,141.52
July 1, 2016	13,738.20	235.24	127,638.56
August 1, 2016	13,738.20	212.73	114,113.09
September 1, 2016	13,738.20	190.19	100,565.08
October 1, 2016	13,738.20	167.61	86,994.49
November 1, 2016	0.00	144.99	87,139.48
December 1, 2016	0.00	145.23	87,284.71
January 1, 2017	0.00	145.47	87,430.18
February 1, 2017	0.00	145.72	87,575.90
March 1, 2017	0.00	145.96	87,721.86
April 1, 2017	0.00	146.20	87,868.06
May 1, 2017	13,738.20	146.45	74,276.31
June 1, 2017	13,738.20	123.79	60,661.90
July 1, 2017	13,738.20	101.10	47,024.81
August 1, 2017	13,738.20	78.37	33,364.98

September 1, 2017	13,738.20	55.61	19,682.39
October 1, 2017	13,738.20	32.80	5,976.99
November 1, 2017	5,986.96	9.96	0.00

CERTIFICATE OF ORIGIN FOR A VEHICLE

HIGH-LITE RIDES, INC.

DATE 7/10/2008

INVOICE NO.

VEHICLE IDENTIFICATION NO.	YEAR	MAKE
1H9F512208G326028	2008	HIGH-LITE

BODY TYPE	SHIPPING WEIGHT
TRL	8500 lbs

H.P. (S.A.E.)	G.V.W.R.	NO. CYLS.	SERIES OR MODEL
N/A	8500 lbs	N/A	HLS1

I, the undersigned authorized representative of the company, firm or corporation named below, hereby certify that the new vehicle described above is the property of the said company, firm or corporation and is transferred on the above date and under the Invoice Number indicated to the following distributor or dealer.

NAME OF DISTRIBUTOR, DEALER, ETC.

It is further certified that this was the first transfer of such new vehicle in ordinary trade and commerce.

HIGH-LITE RIDES, INC.

HLR271

BY: Michael O. Hammond
(SIGNATURE OF AUTHORIZED REPRESENTATIVE) (AGENT)

GREER, SC 29650
CITY - STATE

Spinner

DEFENDANT'S EXHIBIT 5 11.12.15

CERTIFICATE OF ORIGIN FOR A VEHICLE

HIGH-LITE RIDES, INC.

DATE 7/10/2008

INVOICE NO.

VEHICLE IDENTIFICATION NO.	YEAR	MAKE
1H9F512208G326028	2008	HIGH-LITE

BODY TYPE	SHIPPING WEIGHT
TRL	8500 lbs

H.P. (S.A.E.)	G.V.W.R.	NO. CYLS.	SERIES OR MODEL
N/A	8500 lbs	N/A	HLS1

I, the undersigned authorized representative of the company, firm or corporation named below, hereby certify that the new vehicle described above is the property of the said company, firm or corporation and is transferred on the above date and under the Invoice Number indicated to the following distributor or dealer.

NAME OF DISTRIBUTOR, DEALER, ETC.

It is further certified that this was the first transfer of such new vehicle in ordinary trade and commerce.

HIGH-LITE RIDES, INC.

HLR271

BY: Michael O. Hammond
(SIGNATURE OF AUTHORIZED REPRESENTATIVE) (AGENT)

GREER, SC 29650
CITY - STATE

Spinner

CERTIFICATE OF ORIGIN FOR A VEHICLE

HIGH-LITE RIDES, INC.

DATE
01/17/2011

INVOICE NO.

VEHICLE IDENTIFICATION NO.
1H9FS142XAG326010

YEAR
2010

MAKE
Swing

BODY TYPE

SHIPPING WEIGHT

H.P. (S.A.E.)

G.V.W.R.
10,000

NO. CYLS.

SERIES OR MODEL
HLMC1

I, the undersigned authorized representative of the company, firm or corporation named below, hereby certify that the new vehicle described above is the property of the said company, firm or corporation and is transferred on the above date and under the Invoice Number indicated to the following distributor or dealer.

NAME OF DISTRIBUTOR, DEALER, ETC.

It is further certified that this was the first transfer of such new vehicle in ordinary trade and commerce.

HIGH-LITE RIDES, INC.

HLR000

BY: Michael O. Mann
(SIGNATURE OF AUTHORIZED REPRESENTATIVE) (AGENT)

GREER, SC 29650
CITY - STATE

SOUTH CAROLINA DEPARTMENT OF PUBLIC SAFETY

ASSIGNMENT OF A VEHICLE

Federal and State law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.
NOTICE: ANY ALTERATION OR ERASURE VOIDS THE ASSIGNMENT
ASSIGNMENT(S) MUST BE MADE IN DARK INK

The undersigned hereby certifies that the title to the vehicle described herein has been transferred on this _____ day of _____ Yr. _____ to:

_____ _____ _____ _____ _____ and is subject to the following lien.
Name Street City State Zip Code

_____ _____ _____
Name of Lienholder Address Date of Lien

I certify to the best of my knowledge that the odometer reading is the ACTUAL mileage of the vehicle unless one of the following statements is checked:

STOP! DO NOT check one of the following unless it applies.

_____ Odometer Reading (NO TENTHS)

_____ 1. The mileage stated is in excess of its mechanical limits.
_____ 2. The odometer reading is not the ACTUAL mileage
WARNING: ODOMETER DISCREPANCY

Date of Sale _____
Sale Price $ _____
Less Trade-in _____
Taxable Total $ _____

I am aware of the above odometer certification made by the seller(s)

Signature(s) of Buyer(s) _____

Hand Print Name of Buyer(s) _____

Signature(s) of Seller(s) _____

Hand Print Name(s) of Seller(s) _____

Address _____

ASSIGNMENT BY DEALER/WHOLESALER/AUCTION

The undersigned hereby certifies that the title to the vehicle described herein has been transferred on this _____ day of _____ Yr. _____ to:

_____ _____ _____ _____ _____ and is subject to the following lien.
Name Street City State Zip Code

_____ _____
Name of Lienholder Address Date of Lien

I certify to the best of my knowledge that the odometer reading is the ACTUAL mileage of the vehicle unless one of the following statements is checked:

STOP! DO NOT check one of the following unless it applies.

_____ Odometer Reading (NO TENTHS)

_____ 1. The mileage stated is in excess of its mechanical limits.
_____ 2. The odometer reading is not the ACTUAL mileage
WARNING: ODOMETER DISCREPANCY

Dealer/Wholesaler/Auction's License Number _____

I am aware of the above odometer certification made by the seller(s)

Signature(s) of Buyer(s) _____

Hand Print Name of Buyer(s) _____

Signature(s) of Seller(s) Alison A Malcom

Hand Print Name(s) of Seller(s) Alison A Malcom

Address 6616 Alison Ct Taylors S.C

ASSIGNMENT BY DEALER/WHOLESALER/AUCTION

The undersigned hereby certifies that the title to the vehicle described herein has been transferred on this _____ day of _____ Yr. _____ to:

_____ _____ _____ _____ _____ and is subject to the following lien.
Name Street City State Zip Code

_____ _____
Name of Lienholder Address Date of Lien

I certify to the best of my knowledge that the odometer reading is the ACTUAL mileage of the vehicle unless one of the following statements is checked:

STOP! DO NOT check one of the following unless it applies.

_____ Odometer Reading (NO TENTHS)

_____ 1. The mileage stated is in excess of its mechanical limits.
_____ 2. The odometer reading is not the ACTUAL mileage
WARNING: ODOMETER DISCREPANCY

Dealer/Wholesaler/Auction's License Number _____

I am aware of the above odometer certification made by the seller(s)

Signature(s) of Buyer(s) _____

Hand Print Name of Buyer(s) _____

Signature(s) of Seller(s) _____

Hand Print Name(s) of Seller(s) _____

Address _____

ASSIGNMENT BY DEALER/WHOLESALER/AUCTION

The undersigned hereby certifies that the title to the vehicle described herein has been transferred on this _____ day of _____ Yr. _____ to:

_____ _____ _____ _____ _____ and is subject to the following lien.
Name Street City State Zip Code

_____ _____
Name of Lienholder Address Date of Lien

I certify to the best of my knowledge that the odometer reading is the ACTUAL mileage of the vehicle unless one of the following statements is checked:

STOP! DO NOT check one of the following unless it applies.

_____ Odometer Reading (NO TENTHS)

_____ 1. The mileage stated is in excess of its mechanical limits.
_____ 2. The odometer reading is not the ACTUAL mileage
WARNING: ODOMETER DISCREPANCY

Dealer/Wholesaler/Auction's License Number _____

I am aware of the above odometer certification made by the seller(s)

Signature(s) of Buyer(s) _____

Hand Print Name of Buyer(s) _____

Signature(s) of Seller(s) _____

Hand Print Name(s) of Seller(s) _____

Address _____

NO ADDITIONAL RE-ASSIGNMENT PERMITTED - LAST ASSIGNEE MUST RETITLE BEFORE DISPOSAL

Scat

BILL OF SALE

Date: May 4, 2007

The undersigned hereby sells and transfers the following:

One (1) 1977 Venture Scat Amusement Ride Serial #1035

Upon the following terms:

Sales Price:	**$35,000.00**
Down Payment:	**-$ 0.00**
Balance Due:	**$35,000.00**

The Purchaser acknowledges and agrees that Seller is transferring ownership to used equipment in its "as is" condition, that Seller is not a dealer in goods or equipment of this kind, and other than warranty of good title free of encumbrances, such equipment is being sold and transferred without warranty, expressed or implied, including any and all warranties of merchantability or fitness for any particular purpose. Purchaser acknowledges that he/she has fully inspected the equipment and accepts the same based on such personal inspection, and is not relying upon any representation, expressed or implied by either Seller or Charter Finance, Inc..

Purchaser understands and agrees that Charter Finance, Inc. is serving only as a financial source to facilitate the purchase transaction and therefore cannot provide any knowledge of the equipment's condition, prior operation or repair history. Moreover, Charter Finance, Inc. cannot/does not provide any warranty, expressed or implied, including any and all warranties of merchantability or fitness for any particular purpose.

SELLER: Harold Fera
10 Red Oak Drive
Johnston, RI 02919

BY: Harold Fera
Harold Fera

PURCHASER: MGR Rides LLC
464 Pearson Rd.
Greer, SC 29651

BY: Michael Howard
Michael Howard

CERTIFICATE OF ORIGIN FOR A VEHICLE

HIGH-LITE RIDES, INC.

DATE
01/17/2011

INVOICE NO.

VEHICLE IDENTIFICATION NO.	YEAR	MAKE
1H9FW2724AG326008	2010	Festival Wheel

BODY TYPE	SHIPPING WEIGHT

H.P. (S.A.E.)	G.V.W.R.	NO. CYLS.	SERIES OR MODEL
	14,000		HLFW10

I, the undersigned authorized representative of the company, firm or corporation named below, hereby certify that the new vehicle described above is the property of the said company, firm or corporation and is transferred on the above date and under the Invoice Number indicated to the following distributor or dealer.

NAME OF DISTRIBUTOR, DEALER, ETC.

It is further certified that this was the first transfer of such new vehicle in ordinary trade and commerce.

HIGH-LITE RIDES, INC.

HLR000

BY: Michael O. Hand
(SIGNATURE OF AUTHORIZED REPRESENTATIVE) (AGENT)

GREER, SC 29650
CITY - STATE

TYPE OR PRINT ALL INFORMATION

WARNING – FEDERAL AND STATE LAWS REQUIRE THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.

ASSIGNMENT OF SALVAGE

I/We certify to the best of my/our knowledge that the odometer reading is

[ ] tenths

[X] miles and reflects the actual mileage of the vehicle.

Check one of the following boxes to describe:

[ ] Reflects the amount of mileage in excess of its mechanical limits.

[ ] is NOT the actual mileage. WARNING: Odometer discrepancy.

And I/we certify that vehicle ownership is hereby transferred to the person(s) listed.

SIGNATURE OF SELLER

SIGNATURE OF CO-SELLER

SELLER AND/OR CO-SELLER MUST HAND PRINT NAME HERE: Peerless Ins Amelott

PURCHASER OR FULL BUSINESS NAME (LAST, FIRST, MI): T. K. motors, Inc

CO-PURCHASER

STREET ADDRESS: 1325 Scotland Avenue

CITY: Bunkstown

STATE: PA ZIP: 15767

PURCHASE PRICE OR DIN: $ 1000.00

PURCHASER SIGNATURE

CO-PURCHASER SIGNATURE

PURCHASER AND/OR CO-PURCHASER MUST HAND PRINT NAME HERE

RE-ASSIGNMENT OF SALVAGE BY ANY BUSINESS OR PERSON DOMICILED IN PA

I/We certify to the best of my/our knowledge that the odometer reading is

[ ] tenths

[X] miles and reflects the actual mileage of the vehicle.

Check one of the following boxes to describe:

[ ] Reflects the amount of mileage in excess of its mechanical limits.

[ ] is NOT the actual mileage. WARNING: Odometer discrepancy.

And I/we certify that vehicle ownership is hereby transferred to the person(s) listed.

SIGNATURE OF SELLER

SIGNATURE OF CO-SELLER

SELLER AND/OR CO-SELLER MUST HAND PRINT NAME HERE

PURCHASER OR FULL BUSINESS NAME (LAST, FIRST, MI)

CO-PURCHASER

STREET ADDRESS

CITY

STATE ZIP

PURCHASE PRICE OR DIN

PURCHASER SIGNATURE

CO-PURCHASER SIGNATURE

PURCHASER AND/OR CO-PURCHASER MUST HAND PRINT NAME HERE

RE-ASSIGNMENT OF SALVAGE BY ANY BUSINESS OR PERSON DOMICILED IN PA

I/We certify to the best of my/our knowledge that the odometer reading is

[ ] tenths

[X] miles and reflects the actual mileage of the vehicle.

Check one of the following boxes to describe:

[ ] Reflects the amount of mileage in excess of its mechanical limits.

[ ] is NOT the actual mileage. WARNING: Odometer discrepancy.

And I/we certify that vehicle ownership is hereby transferred to the person(s) listed.

SIGNATURE OF SELLER

SIGNATURE OF CO-SELLER

SELLER AND/OR CO-SELLER MUST HAND PRINT NAME HERE

PURCHASER OR FULL BUSINESS NAME (LAST, FIRST, MI)

CO-PURCHASER

STREET ADDRESS

CITY

STATE ZIP

PURCHASE PRICE OR DIN

PURCHASER SIGNATURE

CO-PURCHASER SIGNATURE

PURCHASER AND/OR CO-PURCHASER MUST HAND PRINT NAME HERE

RE-ASSIGNMENT OF SALVAGE BY ANY BUSINESS OR PERSON DOMICILED IN PA

I/We certify to the best of my/our knowledge that the odometer reading is

[ ] tenths

[X] miles and reflects the actual mileage of the vehicle.

Check one of the following boxes to describe:

[ ] Reflects the amount of mileage in excess of its mechanical limits.

[ ] is NOT the actual mileage. WARNING: Odometer discrepancy.

And I/we certify that vehicle ownership is hereby transferred to the person(s) listed.

SIGNATURE OF SELLER

SIGNATURE OF CO-SELLER

SELLER AND/OR CO-SELLER MUST HAND PRINT NAME HERE

PURCHASER OR FULL BUSINESS NAME (LAST, FIRST, MI)

CO-PURCHASER

STREET ADDRESS

CITY

STATE ZIP

PURCHASE PRICE OR DIN

PURCHASER SIGNATURE

CO-PURCHASER SIGNATURE

PURCHASER AND/OR CO-PURCHASER MUST HAND PRINT NAME HERE

CHECK HERE TO INDICATE IF APPLYING FOR:

[ ] A NEW CERTIFICATE OF SALVAGE FOR THIS VEHICLE - NO FEE OR NOTARIZATION REQUIRED

[ ] A RECONSTRUCTED VEHICLE TITLE - ATTACH AND COMPLETE FORM MV-426B WITH APPROPRIATE FEES

[ ] A FLATTENED, CRUSHED OR PROCESSED VEHICLE STATUS - COMPLETE SECTION D BELOW - NO FEE REQUIRED

SALVAGE DEALER/SCRAP PROCESSOR REPORT OF THE VEHICLE BEING FLATTENED, CRUSHED OR PROCESSED

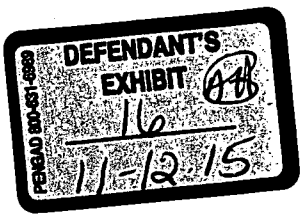
I, the last Pennsylvania Salvage Dealer/Scrap Processor Business listed above, hereby certify that the vehicle described on the front of this certificate has been flattened, crushed, or processed to the extent that it is no longer identifiable as a vehicle and shall not be retitled or reconstructed.

DATE FLATTENED, CRUSHED OR PROCESSED

SIGNATURE OF SALVAGE DEALER/SCRAP PROCESSOR

DATE

Helicopter



BILL OF SALE

Date: February 15, 2007

The undersigned hereby sells and transfers the following:

VISA HELICOPTER Serial #413

Upon the following terms:

Sales Price:	**$12,500.00**
Down Payment:	**- $12,500.00**
Balance Due:	**$0.00**

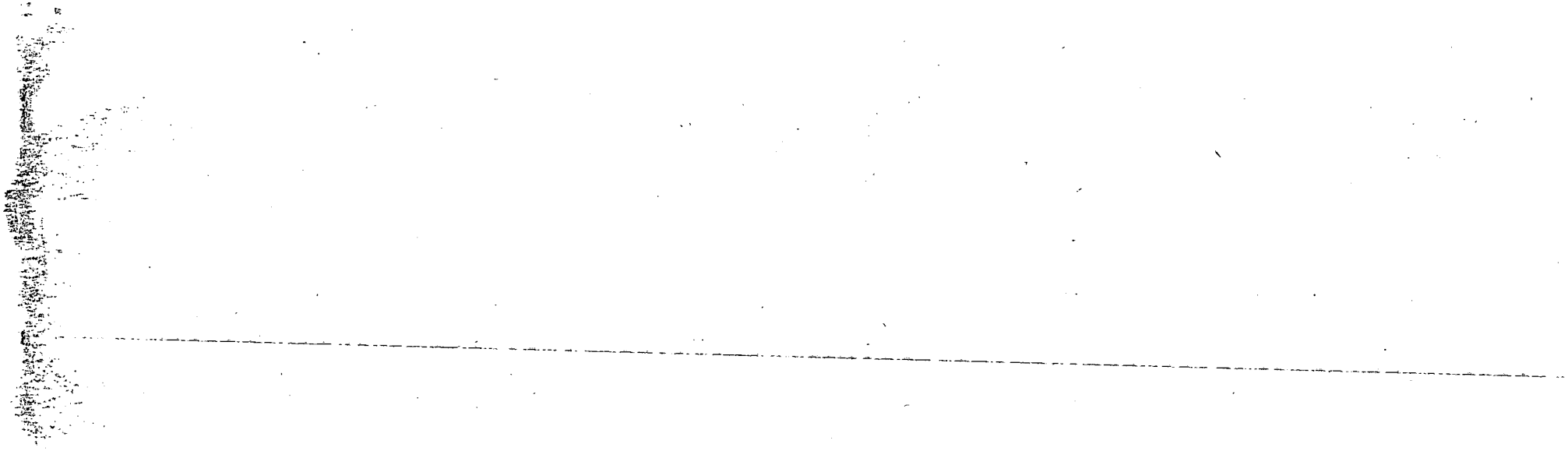
The purchaser acknowledges and agrees that Seller is transferring ownership to used equipment in its "as is" condition, that Seller is not a dealer in goods or equipment of this kind, and other than warranty, expressed or implied, including any and all warranties of merchantability of fitness for any particular purpose. Purchaser acknowledges that he/she has fully inspected the equipment and accepts the same based on such personal inspection, and is not relying upon any representation, expressed or implied by Seller.

SELLER: McCafferty Enterprises Co. Inc.
156 Dorsa Ave
Wayne, NJ 07470

BY: _____
Dan McCafferty

PURCHASER: High-Lite Rides, Inc.
464 Pearson Rd
Greer, SC 29651

BY: _____
Michael O. Howard



Whale.

BILL OF SALE

Date: February 15, 2007

The undersigned hereby sells and transfers the following:

VISA FISH WHALE Serial #410

Upon the following terms:

Sales Price:	**$12,500.00**
Down Payment:	**- $12,500.00**
Balance Due:	**$0.00**

The purchaser acknowledges and agrees that Seller is transferring ownership to used equipment in its "as is" condition, that Seller is not a dealer in goods or equipment of this kind, and other than warranty, expressed or implied, including any and all warranties of merchantability of fitness for any particular purpose. Purchaser acknowledges that he/she has fully inspected the equipment and accepts the same based on such personal inspection, and is not relying upon any representation, expressed or implied by Seller.

SELLER: McCafferty Enterprises Co. Inc.
156 Dorsa Ave
Wayne, NJ 07470

BY: _____
Dan McCafferty

PURCHASER: High-Lite Rides, Inc.
464 Pearson Rd
Greer, SC 29651

BY: _____
Michael O. Howard

Ticket Trailer

STATE OF SOUTH CAROLINA
CERTIFICATE OF TITLE
OF A VEHICLE

VEHICLE ID NUMBER	YEAR	MAKE	MODEL	NEW/USED
3C9BH2024J1883157	1988	RVKO	3C9	USED

BODY STYLE	DATE ISSUED	ODOMETER	WEIGHT	TITLE NUMBER
TL	08-22-2005		3680	770420147563084

VEHICLE BRAND(S)
EXEMPT
THIS VEHICLE MAY BE SUBJECT TO AN UNDISCLOSED LIEN

FULL NAME OF OWNER(S)
HOWARD, MICHEAL OLIN
472 PEARSON RD
GREER SC 296517080

CUSTOMER NUMBER: 023863827

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

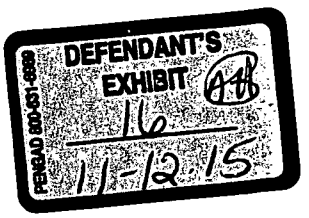
MARCIA S. ADAMS
EXECUTIVE DIRECTOR

MARK SANFORD
GOVERNOR

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

036043323

Helicopter



BILL OF SALE

Date: February 15, 2007

The undersigned hereby sells and transfers the following:

VISA HELICOPTER Serial #413

Upon the following terms:

Sales Price:	**$12,500.00**
Down Payment:	**- $12,500.00**
Balance Due:	**$0.00**

The purchaser acknowledges and agrees that Seller is transferring ownership to used equipment in its "as is" condition, that Seller is not a dealer in goods or equipment of this kind, and other than warranty, expressed or implied, including any and all warranties of merchantability of fitness for any particular purpose. Purchaser acknowledges that he/she has fully inspected the equipment and accepts the same based on such personal inspection, and is not relying upon any representation, expressed or implied by Seller.

SELLER: McCafferty Enterprises Co. Inc.
156 Dorsa Ave
Wayne, NJ 07470

BY: _____
Dan McCafferty

PURCHASER: High-Lite Rides, Inc.
464 Pearson Rd
Greer, SC 29651

BY: _____
Michael O. Howard

Whale.

BILL OF SALE

Date: February 15, 2007

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Upon the following terms:

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SELLER: McCafferty Enterprises Co. Inc.
156 Dorsa Ave
Wayne, NJ 07470

PURCHASER: High-Lite Rides, Inc.
464 Pearson Rd
Greer, SC 29651

BY: Dan McCafferty

BY: Michael O. Howard

Ticket Trailer

STATE OF SOUTH CAROLINA
CERTIFICATE OF TITLE
OF A VEHICLE

VEHICLE ID NUMBER	YEAR	MAKE	MODEL	NEW/USED
3C9BH2024J1883157	1988	RVKO	3C9	USED

BODY STYLE	DATE ISSUED	ODOMETER	WEIGHT	TITLE NUMBER
TL	08-22-2005		3680	770420147563084

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THIS VEHICLE MAY BE SUBJECT TO AN UNDISCLOSED LIEN

FULL NAME OF OWNER(S)
HOWARD, MICHEAL OLIN
472 PEARSON RD
GREER SC 296517080

CUSTOMER NUMBER: 023863827

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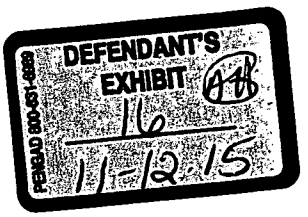
MARCIA S. ADAMS
EXECUTIVE DIRECTOR

MARK SANFORD
GOVERNOR

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

036043323

Helicopter



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Date: February 15, 2007

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BY: _____
Dan McCafferty

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Greer, SC 29651

BY: _____
Michael O. Howard

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3C9BH2024J1885157	1988	RVKO	3C9	USED

BODY STYLE	DATE ISSUED	ODOMETER	WEIGHT	TITLE NUMBER
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MARCIA S. ADAMS
EXECUTIVE DIRECTOR

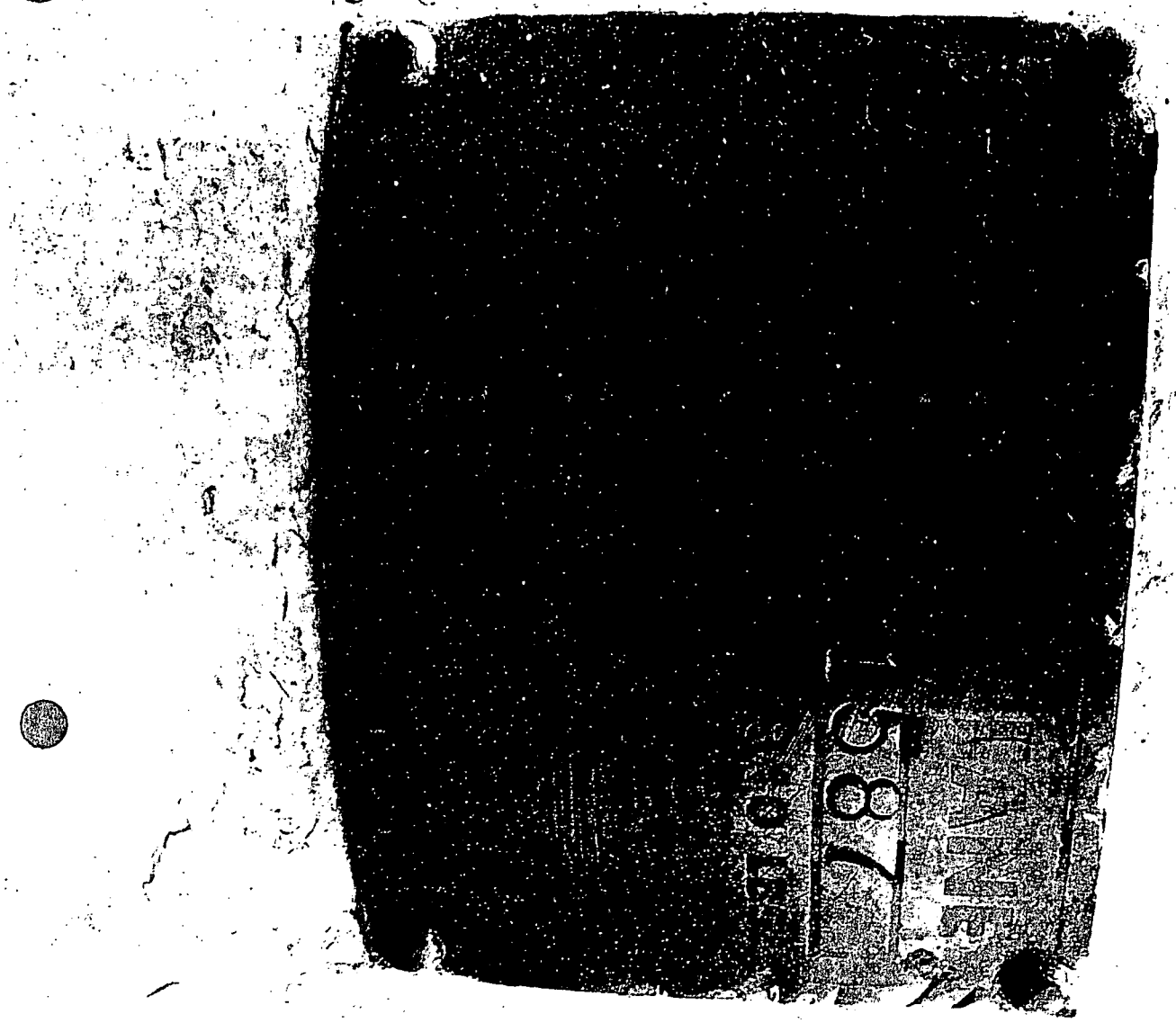
MARK SANFORD
GOVERNOR

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

036043323

1988
MAX. GAS. WEIGHT
1600
MAX. CAP.
DEFENDANT'S
EXHIBIT
PENGAD 800-631-6989

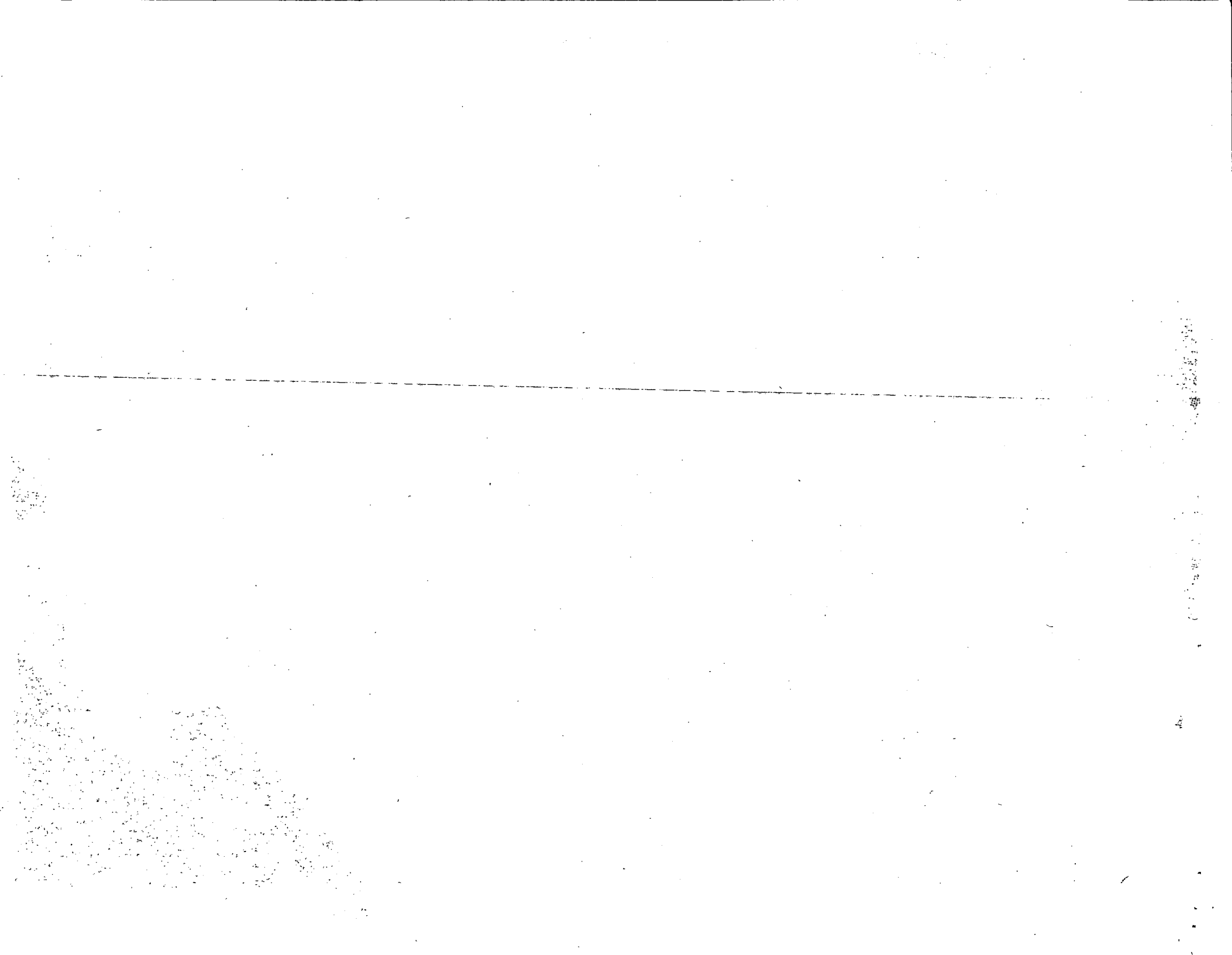
Wiener



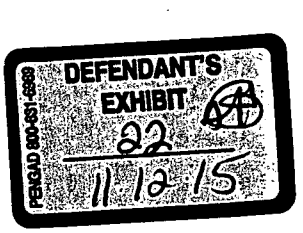
1972
TRAILMOBILE
HS705

S.C. DEPT.
AMUSEMENT
3889

N.C. DEPT. OF LABOR
ELEVATOR AMUSEMENT
RALEIGH, N.C.
10006



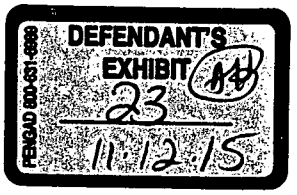
Wiener 0467

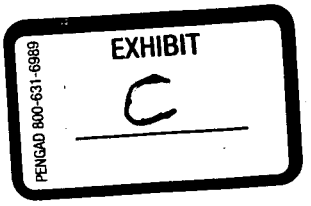


PAYMENTS NOT MADE
ABC AMUSEMENTS

#	Date	Payment Due	Payment Made	Balance Unpaid	2% Interest	Balance
1	04/01/10	10,000.00	10,000.00	-	-	-
2	05/01/10	8,333.33	8,333.33	-	-	-
3	06/01/10	8,333.33	8,333.33	-	-	-
4	07/01/10	8,333.33	8,333.33	-	-	-
5	08/01/10	8,333.33	8,333.33	-	-	-
6	09/01/10	8,333.33	8,333.33	-	-	-
7	10/01/10	8,333.33	8,333.33	-	-	-
8	11/01/10	-	-	-	-	-
9	12/01/10	-	-	-	-	-
10	01/01/11	-	-	-	-	-
11	02/01/11	-	-	-	-	-
12	03/01/11	-	-	-	-	-
13	04/01/11	-	-	-	-	-
14	05/01/11	8,333.33	8,333.33	-	-	-
15	06/01/11	8,333.33	8,333.33	-	-	-
16	07/01/11	8,333.33	8,333.33	-	-	-
17	08/01/11	8,333.33	8,333.33	-	-	-
18	09/01/11	8,333.33	8,333.33	-	-	-
19	10/01/11	8,333.33	8,333.33	-	-	-
20	11/01/11	-	-	-	-	-
21	12/01/11	-	-	-	-	-
22	01/01/12	-	-	-	-	-
23	02/01/12	-	-	-	-	-
24	03/01/12	-	-	-	-	-
25	04/01/12	-	-	-	-	-
26	05/01/12	13,738.20	13,738.20	-	-	-
27	06/01/12	13,738.20	13,738.20	-	-	-
28	07/01/12	13,738.20	11,238.20	2,500.00	-	2,500.00
29	08/01/12	13,738.20	13,738.20	-	4.17	2,504.17
30	09/01/12	13,738.20	13,738.20	-	4.17	2,508.34
31	10/01/12	13,738.20	13,738.20	-	4.18	2,512.52
32	11/01/12	-	-	-	4.19	2,516.71
33	12/01/12	-	-	-	4.20	2,520.91

34	01/01/13	-	-	-	4.20	2,525.11
35	02/01/13	-	-	-	4.21	2,529.32
36	03/01/13	-	-	-	4.22	2,533.54
37	04/01/13	-	-	-	4.22	2,537.76
38	05/01/13	13,738.20	13,738.20	-	4.23	2,541.99
39	06/01/13	13,738.20	13,738.20	-	4.24	2,546.23
40	07/01/13	13,738.20	13,738.20	-	4.24	2,550.47
41	08/01/13	13,738.20	-	13,738.20	4.25	16,292.92
42	09/01/13	13,738.20	-	13,738.20	27.16	30,058.28
43	10/01/13	13,738.20	-	13,738.20	50.11	43,846.59
44	11/01/13	-	-	-	73.09	43,919.68
45	12/01/13	-	-	-	73.21	43,992.90
46	01/01/14	-	-	-	73.34	44,066.23
47	02/01/14	-	-	-	73.46	44,139.69
48	03/01/14	-	-	-	73.58	44,213.27
49	04/01/14	-	-	-	73.70	44,286.98
50	05/01/14	13,738.20	-	13,738.20	73.83	58,099.00
51	06/01/14	13,738.20	-	13,738.20	96.85	71,934.05
52	07/01/14	13,738.20	-	13,738.20	119.91	85,792.17
53	08/01/14	13,738.20	-	13,738.20	143.02	99,673.38
54	09/01/14	13,738.20	-	13,738.20	166.16	113,577.74
55	10/01/14	13,738.20	-	13,738.20	189.33	127,505.27
56	11/01/14	-	-	-	212.55	127,717.82
57	12/01/14	-	-	-	212.91	127,930.73
58	01/01/15	-	-	-	213.26	128,143.99
59	02/01/15	-	-	-	213.62	128,357.61
60	03/01/15	-	-	-	213.97	128,571.58
61	04/01/15	-	-	-	214.33	128,785.91
62	05/01/15	13,738.20	-	13,738.20	214.69	142,738.79
63	06/01/15	13,738.20	-	13,738.20	237.95	156,714.94
64	07/01/15	13,738.20	-	13,738.20	261.24	170,714.38
65	08/01/15	13,738.20	-	13,738.20	284.58	184,737.16
66	09/01/15	13,738.20	-	13,738.20	307.96	198,783.32
67	10/01/15	13,738.20	-	13,738.20	331.37	212,852.89
68	11/01/15	-	-	-	354.83	213,207.72
69	11/09/15	-	-	-	106.63	213,314.34





ACTUAL PAYMENTS
ABC AMUSEMENTS

#	Date	Payment	2% Interest	Balance	Short/ No Payment
	04/01/10	-	-	633,000.00	
1	04/01/10	10,000.00	-	623,000.00	
2	05/06/10	8,333.33	1,038.54	615,705.21	
3	06/15/10	8,333.33	1,026.38	608,398.26	
4	07/15/10	8,333.33	1,014.20	601,079.13	
5	08/13/10	8,333.33	1,002.00	593,747.80	
6	09/13/10	8,333.33	989.78	586,404.25	
7	10/12/10	8,333.33	977.54	579,048.45	
8	11/01/10	-	965.27	580,013.73	
9	12/01/10	-	966.88	580,980.61	
10	01/01/11	-	968.49	581,949.11	
11	02/01/11	-	970.11	582,919.21	
12	03/01/11	-	971.73	583,890.94	
13	04/01/11	-	973.35	584,864.29	
14	05/15/11	8,333.33	974.97	577,505.93	
15	06/10/11	8,333.33	962.70	570,135.30	
16	07/14/11	8,333.33	950.42	562,752.38	
17	08/12/11	8,333.33	938.11	555,357.16	
18	09/14/11	8,333.33	925.78	547,949.61	
19	10/11/11	8,333.33	913.43	540,529.71	
20	11/01/11	-	901.06	541,430.78	
21	12/01/11	-	902.57	542,333.34	
22	01/01/12	-	904.07	543,237.41	
23	02/01/12	-	905.58	544,142.99	
24	03/01/12	-	907.09	545,050.08	
25	04/01/12	-	908.60	545,958.67	
26	05/25/12	13,738.20	910.11	533,130.59	
27	06/14/12	13,738.20	888.73	520,281.12	
28	07/17/12	11,238.20	867.31	509,910.22	X
29	08/10/12	13,738.20	850.02	497,022.04	

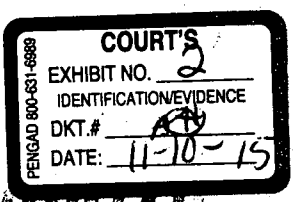
30	09/10/12	13,738.20	828.54	484,112.38	
31	10/17/12	13,738.20	807.02	471,181.20	
32	11/01/12	-	785.46	471,966.65	
33	12/01/12	-	786.77	472,753.42	
34	01/01/13	-	788.08	473,541.50	
35	02/01/13	-	789.39	474,330.90	
36	03/01/13	-	790.71	475,121.61	
37	04/01/13	-	792.03	475,913.63	
38	05/15/13	13,738.20	793.35	462,968.78	
39	06/10/13	13,738.20	771.77	450,002.35	
40	07/24/13	13,738.20	750.15	437,014.30	
41	08/01/13	-	728.50	437,742.81	X
42	09/01/13	-	729.72	438,472.52	X
43	10/01/13	-	730.93	439,203.46	X
44	11/01/13	-	732.15	439,935.61	
45	12/01/13	-	733.37	440,668.98	
46	01/01/14	-	734.60	441,403.58	
47	02/01/14	-	735.82	442,139.40	
48	03/01/14	-	737.05	442,876.44	
49	04/01/14	-	738.28	443,614.72	
50	05/01/14	-	739.51	444,354.23	X
51	06/01/14	-	740.74	445,094.96	X
52	07/01/14	-	741.97	445,836.94	X
53	08/01/14	-	743.21	446,580.15	X
54	09/01/14	-	744.45	447,324.60	X
55	10/01/14	-	745.69	448,070.29	X
56	11/01/14	-	746.93	448,817.22	
57	12/01/14	-	748.18	449,565.40	
58	01/01/15	-	749.43	450,314.82	
59	02/01/15	-	750.67	451,065.50	
60	03/01/15	-	751.93	451,817.42	
61	04/01/15	-	753.18	452,570.60	
62	05/01/15	-	754.44	453,325.04	X
63	06/01/15	-	755.69	454,080.73	X
64	07/01/15	-	756.95	454,837.68	X
65	08/01/15	-	758.21	455,595.90	X
66	09/01/15	-	759.48	456,355.38	X

67	10/01/15	-	760.74	457,116.12	X
68	11/01/15	-	762.01	457,878.13	
69	11/09/15	-	228.98	458,107.12	

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF GREENVILLE



ORIGINAL

ORIGINAL

CONTENTS

THE UNALTERED ORIGINAL VIDEO DISC NUMBER 1 OF 1DISC(S) OF THE

DEPOSITION OF: Michael Reisinger

CASE NO. 2013-CP-23-04588 CAPTIONED

ABC Amusements, Inc. and Scott Wiener

VS

Michael O. Howard, High-Lite Rides, Inc. and MGR Rides, LLC

DATE TAKEN: 10/21/15

LOCATION
457-B Pennsylvania Ave, Greer, SC

BEGINNING AT 14:46

This disc runs for 19 minutes.

This video deposition was requested by:
Daniel R. Hughes, Esquire
Duggan & Hughes, LLC

The video was produced by:
Michael Arrison, CLVS
Freelance Reporting Services
PO Box 170637
Spartanburg, SC 29301
864-587-7050 Phone
864-949-7099 Fax

in accordance with the approved policies and procedures of Rule 30 of the Federal Rules of Civil Procedure, the Federal Rules of Evidence and the
AMERICAN GUILD
OF COURT VIDEOGRAPHERS

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9301

241

Q. Okay. Tell me about his quality of work over the years that he's done for you.

A. We're going back close to 30 years, so I guess he must do pretty good work. No, honestly, he does great work.

Q. Have you ever met Scott Wiener?

A. You know, if he were sitting across from me, I'd tell you I wouldn't know him to look at him. I think -- I'm pretty sure I met him. I was trying to figure that out once several years ago at Mike's shop. I think we were down there doing some work, and I'm thinking I met him at Mike's shop one time.

Q. Okay. Have you participated in an event with Scott Wiener and/or his company, ABC Amusements?

A. We did.

Q. Okay. When was that?

A. I'm not good with the years. It was -- I don't know. It's got to be seven, eight years ago, maybe. Give or take.

Mike actually called me. They were needing some equipment for a church here in Greenville. They were doing, I think, a three- or four-day event.

And we sent -- I think we sent two rides down for the event.

Q. So, that participation would have been prior

to 2010?

A. I would to say so. Please don't hold me to that. I'm not positive, but I would think that would be correct.

Q. Do you recall what rides that you booked in on that show?

A. I really don't. I do about sixty of these a year, and I send stuff constantly everywhere. I'm not sure.

(DFT. EXH. 1, Check, was marked for identification.)

BY MR. HUGHES:

Q. Now, in front of you is an exhibit marked as Defendant's Exhibit Number 1. It's a two-page document. Can you identify that exhibit?

A. I can.

Q. Okay. What is it?

A. The event that we did do with them, they sent us a check back with my driver for 6500, I think it is.

Q. Let me stop you. When you say "they," who is they? Who gave you the check?

A. It would have been ABC Rentals, Scott.

Q. Okay. And is that check from ABC Rental payable to Michael Reisinger?

A. It is.

Q. All right. Tell me what happened when you received -- was this payment for your participation in the church event that you just testified to?

A. Yes, it was.

Q. Okay. Tell me about what happened with this check.

A. It's a story in itself, but I'll make it short. We've been a growing company for years, and we now run two units pretty much every week. At the time we had framed off the second unit, we were building a new office. These are portable trailers, so they travel. Obviously, the newer unit would go to the big unit, which was my wife's office. And as she was moving out of the older office into the new one -- again, they're both portable trailers -- the older office went to the second unit. And somewhere in between this and -- actually, several papers just got lost and settled between the cracks, and we didn't think about it.

And the girls were cleaning the office several years later. Again, I'm not good with dates, but it was quite some time later and they brought me the check and asked me what it was, and I wasn't even sure. I couldn't remember. And I called Mike and I

explained to him about the check, and he said, yeah, it was for the deal in Greenville.

So I asked him for Scott's number, and I called him, and then he answered the phone. We talked a little bit and I said, this is probably going to be a crazy story that I'm going to explain to you, but this is what happened. I had this check. And I talked to Mike about it. He said, well, just deposit it and see if it clears, which we did, and it didn't. So I explained to him we had deposited the check and they said the bank account was closed out. And I said, I have this check, and I said, it's for the rental. I said, I understand it's several years later, but, you know, I performed the services and I feel like I should be paid for it.

Crazy story, but this is where we got to the phone call, and he -- I really wasn't happy with the response. He kind of chuckled. You know, it's not like a really good response. I thought to myself, okay. I said, what would you like to do about it? Please tell me how we're going to handle it. And he said, give me a little time to research it and get back me, and I never heard from him to this day.

Q. Okay. So have you ever paid for the work you did at the church in Greenville?

A. No, sir. Absolutely not.

Q. And the exhibit marked as Defendant's Exhibit Number 1 is that a print off from your bank records for your own bank?

A. Yes. My wife -- we had the check and we sent the check on. Obviously, they keep the check and she had them print this out so I'd have something to show him when I called him to explain to him, here it is, and what do you want to do.

Q. And the two-page document in front of you, is that a fair and accurate representation of the check that you received from ABC Amusements that would not clear because the account was closed?

A. It seemed to be, yes.

Q. Okay. All right. Mr. Reisinger, will you ever do business with ABC Amusements or Scott Wiener any longer?

A. I would say no, because I couldn't get paid for this event. And I know it was an odd situation, but I feel like he owes me the money, and, obviously, he didn't. I haven't been paid. So that answer would be absolutely not.

MR. HUGHES: Okay. I have no nothing further at this time. Please answer any questions that opposing counsel may have.

THE WITNESS: Yes, sir.

EXAMINATION

BY MS. LEARY:

Q. Good afternoon, Mr. Reisinger.

A. How are you?

Q. I introduced myself previously, but for purposes of the record, my name is Aimee Leary, and I represent the plaintiffs in this action.

A. Yes, ma'am.

Q. If I go ahead and say Mike, MGR Rides, High-Lite Rides, if you'll just allow me to use those interchangeably.

A. Okay.

Q. Representing just all three. Are you currently represented by an attorney?

A. Myself?

Q. Yes, sir.

A. No, ma'am.

Q. Prior to your deposition testimony today, did you speak with Mike Howard about this case?

A. Yes, ma'am.

Q. What did you all discuss?

A. Basically, I asked him about what the deal was with this, and he explained to me that they were in court over the rides you just mentioned, the names

Q. And you helped him in the transition?
A. Yes.
Q. I want to be clear that the contract that you gave to Mr. Wiener, did he alter that contract in any way, to your knowledge?
A. The only thing he wrote on it was the wheel was to be done by nine-something, the only thing he wrote in it.
Q. So other than that, that is the contract --
A. That is it.
Q. -- that you -- let me finish, please. That is the contract that you presented to him?
A. Yes.
Q. And you know what a contract is. Correct?
A. Yes.
Q. A contract binds two people to the terms of the agreement. Is that fair to say?
A. Yeah.
Q. When you presented this agreement to Mr. Wiener had you read it?
A. Yes.
Q. And you understood it?
A. Mm-hmm. Yes.
(Plaintiff's Exhibit 1 marked)
EXAMINATION RESUMED BY MR. HAWKINS:
Q. Mr. Howard, I'm going to hand you a copy of a document

that's been marked Plaintiff's Exhibit Number 1. Do you recognize that document?

A. Yes.

Q. Can you look through each page there and just make sure that this is the actual agreement between yourself and ABC Amusements?

A. Yes.

Q. So, for the record, you've thoroughly examined that document completely. Correct?

A. Yes.

Q. And this appears to be the agreement that you drafted. Correct?

A. Yes.

Q. And you presented to Mr. Wiener. Correct?

A. Right.

Q. And your signature is on page 11?

A. Yes.

Q. And Mr. Wiener's signature is on page 11. Correct?

A. Correct.

Q. Were you present when Mr. Wiener signed this agreement?

A. Yes.

Q. Was he present when you signed the agreement?

A. Yeah. We both signed at the same time.

Q. Signed at the same time. Now, let's start on page 1, and this document is dated April 1, 2010. Correct?



STATE OF SOUTH CAROLINA

ORIGINAL

CONTENTS

THE UNALTERED ORIGINAL VIDEO DISC
NUMBER 1 OF 1DISC(S) OF THE

DEPOSITION OF: Max Pfeiffer

CASE NO. 2013-CP-23-04588 CAPTIONED

ABC Amusements, Inc. and Scott Wiener

VS

Michael O. Howard, High-Lite Rides, Inc. and
MGR Rides, LLC

DATE TAKEN: 10/21/15

LOCATION
457-B Pennsylvania Ave, Greer, SC

BEGINNING AT 14:03

This disc runs for 25 minutes.

This video deposition was requested by:
Daniel R. Hughes, Esquire
Duggan & Hughes, LLC
The video was produced by:
Michael Arrison, CLVS
Freelance Reporting Services
PO Box 170637
Spartanburg, SC 29301
864-587-7050 Phone
864-949-7099 Fax

in accordance with the approved policies and procedures of Rule 30 of the Federal Rules of Civil Procedure, the Federal Rules of Evidence and the
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a good job for us.

Q. So when you put on a corporate event, you use Mike to take his amusement ride equipment to that event?

A. Yeah, if it's within reason. We do some events in Wisconsin. Some states, it would just not be feasible. But if it's in the southeast, if it's reasonable, I call Mike.

Q. If you could, describe the quality of work that Mike has done for you in the past?

A. Well, I've never had a problem. You know, primarily Mike, or his sons, have been at the events and they've done a good job. First class equipment. We know it's safe and it's inspected, and I've never had an issue.

Q. How long have you known or known about Scott Wiener and his company, ABC Amusements?

A. I don't know him personally. Mike informed me that he was -- had sold some rides, or something, to ABC so that we would be working with them through Mike.

Q. Okay. Tell me about the event that Professional Affairs puts on in the town of Evansville, Indiana.

A. We do several there. The one I think that

you're probably referring to is -- Industrial Contractors, Incorporated now is owned by Skanska over the last two years. This past year was our 20th year doing their corporate event. Their family day event. And, in the past, we've had -- just nearly every year, we've had carnival rides there at that event.

Bad experience. I don't remember exactly what year it was. 2010, sometime around there. We do so many, they kind of run together.

An instance where a ride did not work when it got onsite. The operator, evidently, as I was told, hooked up the wrong cable to the generator and burned the motor out. So this is a Friday afternoon. This event takes place on Saturday. My client had to find a replacement motor, which they did eventually, and they worked all night to get the ride functional for the event the next day.

When the event was over -- it had rained for several days at the picnic, at the fairgrounds where the ride was. Rather than pulling it out to do no damage to the ground, they called a wrecker and drug this thing across the picnic grounds. Gouged out the area.

Their county fair was the following week, so the fairgrounds -- and we try to leave the grounds in

at least as good a shape or better shape when we leave as when we got there, so we're always welcomed back.

So I had to call the -- Industrial Contractors, the construction company, to refill those gouges and pack the ground and reseed the area before the fair. So that was another issue that, you know, we shouldn't have had to deal with, so...

Q. What operator was present that caused these problems you had at the Evansville, Indiana event in 2010?

A. I don't remember his name. I know that -- I was told that that ride had been at another event at Fortworth, Indiana. They broke it down and brought it down at the last minute, so -- I don't remember his name.

Q. What company was he with?

A. I'm assuming it was ABC, that's what -- I called Mike about the event, and that's the -- booked the rides through them.

Q. So ABC was present at the Evansville, Indiana event?

A. I'm assuming it's them, yeah. Like I said, I've never met him. I don't know him specifically, so...

Q. Now, Mr. Pfeifer, the -- there was some

damage to the equipment that you had to pay for?

A. Correct.

Q. All right. How long did it take you to get reimbursed for that equipment?

A. Actually, I reimbursed Industrial Contractors for the motor that they had -- that they found. And then for me personally to get reimbursed, it was almost six months, so...

Q. Now, how long have you hosted or run this Evansville, Indiana event?

A. This year is our 20th year, so...

(DFT. EXH. 1, Letter from Pfeifer; 10/21/13, was marked for identification.)

BY MR. HUGHES:

Q. Now, Mr. Pfeifer, I'm going to show you what's been identified as Defendant's Exhibit Number 1. Do you recognize that letter?

A. Yes, I do.

Q. Okay. Who wrote it?

A. I did.

Q. And what is the date of that letter?

A. October 21, 2013.

Q. And what motivated you to write this letter?

A. Shortly before this letter, we had been doing

an event for several years for a hospital in Albany, Georgia. And the normal rides package there was three, what we call adult rides, and two children's rides. They brought the rides in. They were supposed to provide their own power. They did not. I had located and bring in a generator at the last minute on Friday afternoon to run the rides. It took them all day to set them up. They weren't going to put the top on the carousel and some other things to finish the rides off to complete the appearance.

And I just -- it got to the point where I just -- I called Mike and I said, look, I just can't deal with this anymore. We have too many issues that we have to deal with to put on this event, because we do a turnkey event, to have to worry about the rides, so...

Q. And who was the company responsible for the problems you experienced at the Albany, Georgia event?

A. I'm assuming it was ABC, because that was during the time when they were handling the rides, so...

Q. And does this letter identify -- Defendant Exhibit 1, is that a fair and accurate representation of what happened or the problems that you experienced at the Evansville, Indiana event?

A. Yes, it is. I mean, that's pretty much the detail, so...

Q. Mr. Pfeifer, will you use ABC Amusements to help you put on your events?

A. I would not after this experience. The latest experience, no, so...

MR. HUGHES: Okay. Thank you, Mr. Pfeifer, I have nothing further at this time. Please answer any questions that opposing counsel may have.

EXAMINATION

BY MS. LEARY:

Q. Good afternoon, Mr. Pfeifer, we were introduced off the record, but for the record, my name is Aimee Leary and I represent the plaintiffs in this case.

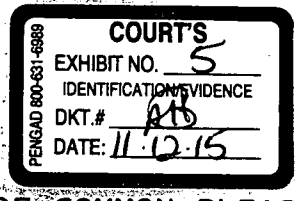
Just for purposes of clarity, whenever I speak of Mike or MGR Rides or High-Lite Rides, I'm speaking directly about all three of those entities.

A. Uh-huh.

Q. Are you currently represented by an attorney?

A. No.

Q. Prior to your deposition testimony today, did you speak with Mike Howard about this case?



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13-CP-23-04588

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CONTENTS

THE UNALTERED ORIGINAL VIDEO DISC NUMBER 1 OF 1 DISC(S) OF THE

DEPOSITION OF: James Edward Brown

CASE NO. 2013-CP-23-04588 CAPTIONED

ABC Amusements, Inc. and Scott Wiener

VS

Michael O. Howard, High-Lite Rides, Inc. and MGR Rides, LLC

DATE TAKEN: 09/02/15

LOCATION
111 Airflow Drive, Spartanburg, SC

BEGINNING AT:10:28
This disc runs for 21 minutes.
This video deposition was requested by:
Daniel R. Hughes, Esquire
Duggan & Hughes
The video was produced by:
Alan Metts, CLVS
Freelance Reporting Services
PO Box 170637
Spartanburg, SC 29301
864-587-7050 Phone
864-949-7099 Fax
in accordance with the approved policies and procedures of Rule 30 of the Federal Rules of Civil Procedure, the Federal Rules of Evidence and the
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was the -- what the -- what do you -- ABC Rides. I just wasn't satisfied with them. But they -- he done fair the first year because Mike was with him, and then the second year it was just a flop.

Q. Okay. So you know ABC Amusements and its owner, Scott Wiener?

A. Right.

Q. Okay. And do you recall what year was the first year that Scott Wiener and ABC Amusements assisted Mike Howard with the rodeo?

A. I want to think around 2011 and '12. That sounds about right. I think 2011 and '12, I believe. And them was the two years that he was there, that ABC. I didn't even really know they was changing over, you know, and then all at once I seen that ABC on the side of the truck there of the door and all.

Q. Okay. Do you -- did -- did Mike attend the rodeo with ABC in 2011?

A. Yes.

Q. Okay. And what about in 2012?

A. No.

Q. Okay.

A. That's when I had the problem.

Q. Okay. And what happened in 2012? Tell us about that.

A. Well, I didn't know. He come in there late. You know,

I kindly always got a set deal where you get in there on a Thursday and where I'm ready for Friday because I have a lot of other stuff moving in, concession and all that. And he drug around and didn't get his stuff in there until maybe Friday morning, maybe Friday at dinner time or something, but he was supposed to have already been in there. I had a time with the concessions moving around, you know. And then he just -- I don't know. And then he pulled a big ride out. I didn't know why he pulled a big ride out, but he did. He pulled a big ride out. And when I found out, he didn't have a big enough generator to pull the big ride. And so he come to me and wanted to know if he could use these small generators, and I said, "Well, I don't know about that now because they're loud." You've got to have them quiet ones where you can hear my announcer at my rodeo. And so he said, "I'm going to have to run two or three of them." I said, "Well, if they get in the way, we're going to have to cut them off because I can't, you know, overdrown my announcer." So he -- he got by. He run them up behind a shed where, you know, it wouldn't -- kind of muffle them down a little bit, and he got by with that. But then I couldn't get him to get his stuff out of there. He -- he was just dragging. I don't know what the deal was,

you know, but he was dragging around. And I shut the gates when I get through with the rodeo and I want everybody gone, and he was kind of dragging his feet and I don't know why. But he finally got them out of there three or four days later, you know. And I want them out.

Q. Okay. So there were three problems you had with ABC. One was he didn't set up on time?

A. Uh-uh (negative).

Q. Is that correct?

A. That's correct.

Q. Okay. His generators are too loud?

A. Too loud. And like I say, I got by by putting them around behind a building to muffle them down a little bit to kind of kill it. You could still hear them, but it wasn't like, you know, just killing out my announcer down there in the arena.

Q. Okay. And then he was late getting his stuff out of there?

A. He was late getting his stuff out. I just -- he just -- I don't know what was happening that year, but he was dragging. May have been a problem, you know, or something.

Q. All right. When this was going on, did you call Mike Howard and express your disapproval?

A. I did. I called Mike. You know, that's what I was wanting to know, why things -- but Mike wasn't there, you know, and I wondered why, you know. But I don't -- I don't know what happened in the deal on that, but I knew he wasn't there, you know. And then I told Mike, I said, "Well, he's not going to be back. Can you handle it?" He says, "I'll take care of it." I said, "Okay." I said, "You've got to take care of it." And I believe he come back in 2013, maybe. But he did, he come back and he signed up for the past, what, two years, I believe now.

Q. So you called Mike Howard?

A. I called Mike Howard.

Q. On the phone?

A. On the phone. I told him I wasn't going to have him back. If he couldn't come back hisself, I was through with it.

Q. All right. What has Mike Howard's performance been since he came back to the event in 2013?

A. Everything's fine. Mike brings his stuff in, Mike gets his stuff out.

Q. Have you had any -- any problems with any of the providers that have participated in the event after 2012?

A. Not really, no. Uh-uh (negative). No, he just -- he

brings his stuff in and he -- Mike knows what kind of rules I run over there. And that's the way I run them and -- and he does what I want, you know. If he didn't, I'd get rid of him.

Q. Okay. Would you use ABC Amusements to assist --

A. No.

Q. -- you with the Ed Brown Rodeo?

A. No.

Q. Ever again?

A. No.

Q. Okay. And why is that?

A. Because he didn't do what he said and I'd be scared to use him again. Because if he'd do what he said like Mike said, that's fine, you know. But I'm just one of the old school boys and I take him at his word, you know. I guess you can't do that no more.

Q. Mr. Brown, I'm going to show you -- we're going to identify this as Exhibit -- Defendant's Exhibit Number 1 for your deposition.

(COURT REPORTER MARKS DEFENDANT'S EXHIBIT NUMBER 1, LETTER FROM ED BROWN, ATTACHED HERETO)

EXAMINATION RESUMED BY MR. HUGHES:

Q. Do you recognize this letter?

A. I sure do.

Q. And what is it?

AGREEMENT FOR PURCHASE AND SALE OF EQUIPMENT

THIS AGREEMENT FOR PURCHASE AND SALE OF EQUIPMENT (hereinafter call AAgreement@) dated April 1, 2010 by and among ABC Amusements (hereinafter referred to as Purchaser), Scott Wiener, an individual residing in Greenville County, South Carolina who is the sole owner of the Purchaser (hereinafter referred to as Wiener), and Michael O. Howard an individual residing in Greenville County, South Carolina who is the sole owner of the equipment to be sold, (hereinafter referred to as Seller).

RECITALS:

WHEREAS, Purchaser is a South Carolina company engaged in the business of amusement rides with its principal place of business at 286 Rocky Creek Road, Greenville, South Carolina 29615;

WHEREAS, Wiener an individual residing at 930 Old Williamston Road, Piedmont, SC 29673 who is the sole owner of the Purchaser;

WHEREAS, Seller an individual residing at 472 Pearson Road, Greer, South Carolina 29651 who is the owner of all the equipment to be sold; and

WHEREAS, Purchaser, Seller and Wiener desire to enter into this Agreement relating to the purchase of certain equipment and other activities relating solely to the Business.

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants, conditions, and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

ARTICLE I
THE TRANSACTION

1.1 Purchase and Sale of Equipment. Subject to the terms and conditions of this Agreement, Seller agrees to sell and Purchaser agrees to buy the Equipment (as hereinafter defined) (as hereinafter referred to as Equipment).

1.2 Purchased Equipment. The Equipment to be purchase is detailed in attached "A" and is sold "as is", "where is" and "how is". Seller makes no warranties.

1.3 Transfer of Title. Seller agrees to transfer title of the equipment when Purchaser has paid for the equipment in full including any outstanding maintenance and late penalties. Until the all the Equipment is paid in full the title to the Equipment sball remain with the Seller.

PENGAD 800-631-6989
PLAINTIFF'S EXHIBIT
1
Howard

ARTICLE II
CONSIDERATION FOR EQUIPMENT

2.1 Purchase Price. The purchase price (APurchase Price@) for the Equipment shall be Six Hundred and Thirty-Three Thousand and No/100 ($633,000.00) Dollars.

2.2 Payment Schedule. The Purchase Price set forth in Section 2.1 above shall be paid in installments on the following Schedule: Ten Thousand dollars shall be paid at signing of this agreement then starting in May 1,2010 payment of eight thousand and three hundred and thirty-three dollars and thirty-three cents ($8,333.33) shall be made for six (6) months on the first day of each month. In the year 2011, no payments for the first six months then starting in May 1,2011 payment of eight thousand and three hundred and thirty-three dollars and thirty-three cents ($8,333.33) shall be made for six (6) months on the first day of each month. In the year 2012, no payments for the first six months then starting in May 1,2012 payment of thirteen thousand and seven hundred and thirty-eight dollars and twenty cents ($13,738.20) shall be made for six (6) months on the first day of each month. In the year 2013, no payments for the first six months then starting in May 1, 2013 payment of thirteen thousand and seven hundred and thirty-eight dollars and twenty cents ($13,738.20) shall be made for six (6) months on the first day of each month. In the year 2014 and for each year thereafter until paid in full the payment schedule shall be the same as the year 2013.

2.3 Interest on the outstanding balance. The portion of the Purchase Price which remains unpaid shall be subject to an interest rate of 2% per year calculated on a monthly rate of 0.1667%.

2.4 Promissory Note. Six Hundred and Twenty-Three Thousand and No/100 ($623,000.00) Dollars shall be paid by Purchaser to Seller in the form of a Promissory Note having a term of ten (10) years and interest at eight percent (2%) per annum, and payable per the schedule of para. 2.1 above with interest accumulating starting one (1) month after the date of execution.

2.5 Security for Promissory Note. The negotiable Promissory Note delivered by Purchaser to Seller referred to in Section 2.4 above shall be personally guaranteed by Wiener.

2.6 Pre-Payment Penalties. Purchaser may pre-pay or pay in full at any time without penalties.

ARTICLE III
ADDITIONAL AGREEMENTS WITH SELLER

3.1 Non-Competition Agreement. Purchaser and Seller shall execute a Non-Competition Agreement to prohibit Seller from competing with the business of Purchaser under the terms and conditions specified in that Agreement.

ARTICLE IV
THE SALE AND TRANSFER OF EQUIPMENT

4.1 Sale. The sale and transfer of equipment shall occur at 10:00 a.m. on or before April 30, 2010, or at such other time as may be mutually agreed upon by the parties at the offices of _____, located at _____, Greenville, South Carolina. Upon consummation, the Sale shall be deemed to have been effective as of the Effective Date.

4.2 Deliveries by Purchaser.

At the Sale, Purchaser shall deliver the following:

(a) A cashier's check or wire transfer payable to Seller in the amount of Ten Thousand Dollars ($10,000.00);

(b) A Promissory Note made payable to Seller in the amount of Six Hundred and Twenty-Three Thousand and No/100 ($623,000.00) Dollars, with personal guarantee of payment by Wiener appended thereto, as provided for in Section 2.5;

(c) Non-Competition Agreement between Purchaser and Seller;

4.3 Deliveries by Seller. At the sale, Seller shall deliver the following:

(a) Seller shall provide access to the equipment and any documentation as may be required by Purchaser that Purchaser is owner of the equipment

(b) Non-Competition Agreement between Purchaser and Seller;

(c) All remaining rides will be completed by 9/01/2010

Ferris Wheel 8/01/10

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF SELLER AND PURCHASER

Seller and Purchaser, jointly and severally, represent and warrant to Purchaser and Morgan as of the Closing Date as follows:

6.1 Authority. Seller and Purchaser have the full legal right, power and authority, without the consent of any other person, to execute and deliver this Agreement and the agreements to be delivered at the sale and to carry out the transactions contemplated hereby and thereby.

6.2 Properties.

(a) All the Equipment owned by Seller has been inspected by Purchaser and are so AAs is@ , "Where is" , and "How is" without any warranty of merchantability or fitness.@ **THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS ATTACHED TO ANY OF THE PROPERTY TO BE TRANSFERRED TO PURCHASER.**

ARTICLE VIII
COVENANTS OF SELLER AND PURCHASER

Seller and Purchaser, jointly and severally, hereby agree to keep, perform, and fully discharge the following covenants and agreements:

8.2 Storage of Equipment. Purchaser may store Equipment at Seller's facilities at 472 Pearson Road, Greer, SC, at no cost to Purchaser.

8.2 Maintenance and Mechanical Support. Purchaser agrees to use High Lite Rides as its single source for Maintenance and Mechanical Support during the payment period and until the Equipment is full paid. Any and all maintenance and mechanical support will be billed at High Lites Rides normal billing rate. Maintenance and Mechanical Support invoice are due and payable at time of service. Should any maintenance and Mechanical support invoices not be paid within 30 days it would be considered the same as breach in payment per para. ____

8.3 Purchase New Rides at Cost. Purchaser has the option to purchase new rides produced by High Lite Rides at cost.

8.4 Test New Rides. Purchaser agrees to field test new rides produced by High Lite Rides at no cost to Seller or High Lite Rides.

8.5 New Business. Seller agrees to refer all inquires about amusement rides (not equipment) to Purchaser during the 10 year non compete period.

ARTICLE IX
RIGHTS OF SELLER

Should Purchaser default on payments:

9.1 Notice to Purchaser. Ten days after any failure of Purchaser to make payment on schedule as defined herein, Seller shall notify Purchaser of payment failure by US Mail.

9.2 Execution to Recover. Thirty days after any failure of Purchaser to make payment on schedule as defined herein with notice as required by para 8.1, Seller may declare the Promissory Note in default and seek recovery of the Equipment by all legal means. Seller may declare all payments on the Promissory Note see article 9.3.

9.3 Purchaser and seller agree to sell equipment to cover note.

ARTICLE X
MUTUAL COVENANTS

10.1 Expenses. Each of the parties hereto shall pay all costs and expenses incurred by such party in connection with the transactions contemplated by this Agreement, whether or not the transactions contemplated hereby are consummated.

10.2 Confidentiality; Public Announcements. Each party will and will cause its employees and agents to hold in strict confidence, unless disclosure is compelled by judicial or administrative process, or in the opinion of its counsel, by other requirements of law, all Confidential Information and will not disclose the same to any Person. The party gaining access to such Confidential Information shall exercise the same degree of care with respect thereto that any such party uses to preserve and safeguard its own confidential proprietary information. Confidential Information shall be used only for the purpose of and in connection with consummating the transaction contemplated herein. None of the parties hereto shall make any disclosure to the public or concerning this Agreement or the transactions contemplated hereby other than with the express written consent of the other parties hereto, except as may be required by law, or by rule, regulation or announcement of a governmental or quasi-governmental agency. To the extent reasonably practicable, any press release or trade notice proposed to be issued by any party hereto shall be submitted to the other parties hereto for approval, which approval shall not be unreasonably withheld or delayed. Neither party shall offer nor share any information to any third person to the detriment of the other.

10.3 Further Assurances. Each party hereto agrees to execute and deliver promptly such instruments and take such other actions as any other such party may reasonably request in order to carry out the intent of this Agreement.

ARTICLE XI
SURVIVAL, INDEMNIFICATION AND HOLDBACK REDUCTION EVENT

11.1 Indemnification.

(a) Seller agrees to indemnify and hold Purchaser and its officers, directors, shareholders, and employees harmless from and against any and all claims, demands, expenses, charges, losses, damages (including, without limitation, punitive from a third party judgement and consequential damages), liabilities, and obligations (including, without limitation, reasonable attorney fees and other costs and expenses of the indemnified party incurred in defense or otherwise incident thereto) whether or not any liability or payment obligation or judgment is ultimately imposed against the indemnified party arising out of, based on, or relating to any facts or

circumstances (i) that would constitute a material breach by either party of any representation, warranty, or covenant contained herein or in any agreement executed pursuant hereto; (ii) in respect of any liability, payment or obligation of either party, including any liability or obligation arising out of or related to facts or circumstances existing prior to the closing or the operation of the Business prior to the closing; (iii) resulting from or arising out of any third party action, whether by a governmental authority or other third party for damages, including fines and penalties or cleanup costs or other compliance costs under any environmental law arising out of or caused in whole or in part by the operations of Seller prior to the sale or the condition of any property occupied by Seller on the date of the sale.

(b) Purchaser agrees to indemnify and hold harmless Seller and its officers, directors, shareholders, and employees from and against any and all claims, demands, expenses, charges, losses, damages (including, without limitation, punitive from a third party judgement and consequential damages), liabilities and obligations (including, without limitation, reasonable attorney=s fees and other costs and expenses of the indemnified party incurred in defense of or otherwise incident thereto) whether or not any liability or payment obligation or judgment is ultimately imposed against the indemnified party arising out of, based on, or relating to any facts or circumstances: (i) that would constitute a material breach by Purchaser of any representation, warranty, or covenant contained herein or in any agreement executed pursuant hereto; (ii) in respect to any liability, payment, or obligation of Purchaser arising solely out of facts or circumstances arising after the sale.

(c) The rights to indemnification provided in this Section 11.2 shall be in addition to any other rights of indemnification in favor of any of the parties contained elsewhere in this Agreement.

11.2 Provisions of General Application Regarding Indemnification. With respect to any right of indemnification arising under this Agreement, the following provisions shall apply:

(a) Notice. Within thirty (30) days of knowledge of any dispute or potential claim or action or the assessment of any claim (to which a right of indemnification hereunder may reasonably apply) by a third party, the Party(ies) receiving such notice of commencement shall give the other Party(ies) written notice thereof, together with a copy of such claim, and the Indemnifying Party(ies) shall have the right to undertake the defense thereof by representatives of its own choosing.

(b) Defense Rights. In the event that the Indemnifying Party(ies) by the thirtieth (30th) day after receipt of notice of any such claim (or, if earlier by the tenth (10th) day preceding the day on which an answer or other pleading must be served in order to prevent judgment by default in favor of the person asserting such claim), does not elect to defend against such claim, the

Indemnified Party will (upon further notice to the Indemnifying Party(ies)) have the right to undertake the defense, compromise or settlement of such claim in any reasonable manner on behalf of and for the amount and risk and expense of the Indemnifying Party(ies), subject to the right of the Indemnifying Party(ies) to assume the defense of such claim at any time prior to settlement, compromise or final determination thereof.

(c) Settlement. Anything in this Agreement to the contrary notwithstanding, (a) if there is a reasonable probability that a claim may materially and adversely affect the Indemnifying Party(ies) other than as a result of money damages or other money payments, the Indemnifying Party(ies) shall have the right, at its own cost and expense, to compromise or settle such claim in any reasonable manner, but (b) the Indemnifying Party(ies) shall not, without prior written consent of the Indemnified Party(ies), settle or compromise any claim or consent to the entry of any judgment which does not include as an unconditional term thereof the giving by the claimant or the plaintiff to the Indemnified Party(ies) a release from all liability in respect of such claim. In any event, all Parties shall retain the right to participate in the defense of any such claim.

(d) Interest. All claims for indemnification under this Section 11 shall bear simple interest from the date actual financial loss respecting such indemnification claim is incurred by the Indemnified Party(ies) at the rate of eight percent (8%)percent per annum until such claim for indemnification is paid in full by the Indemnifying Party(ies).

ARTICLE XII
GENERAL PROVISIONS

12.1 Amendments and Wavier. No amendment, waiver or consent with respect to any provision of this Agreement shall in any event be effective, unless the same shall be in writing and signed by the party intended to be bound thereby, and then such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

12.2 Notices. All notices, requests, demands and other communications hereunder shall be in writing delivered in person or sent by registered or certified mail, postage prepaid, or by telecopy, telegram or telex as follows:

If to Seller and Murphy:

Mr. Michael O. Howard
472 Pearson Road

With a copy to:

Greer, SC 29651

If to Purchaser and Wiener:

Scott Wiener
286 Rocky Creek Road
Greenville, SC 29615

Any party may change its address for receiving notice by written notice given to the others named above.

12.3 Expenses. Except as otherwise expressly provided herein, each party to this Agreement shall pay its own costs and expenses in connection with the transactions contemplated hereby. Provided, however, any fees charged by the closing attorneys, shall be equally shared by the parties.

12.4 Counterparts. This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12.5 Benefit. This Agreement shall bind and inure to the benefit of the parties named herein and their respective successors and assigns.

12.6 Entire Agreement. This Agreement and the documents referred (listing of these documents to be in schedule 13.6)to herein contain the entire understanding among the parties with respect to the transactions contemplated hereby and supersede all other agreements, understandings, and undertakings among the parties with respect to the subject matter hereof.

12.7 Applicable Law, Construction. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina. The parties hereto participated in the negotiation and drafting of this Agreement and, therefore, no greater or stricter construction shall be applied to any party hereto.

12.8 Other Rules of Construction. References in this Agreement to sections, schedules and exhibits are to sections of, and schedules and exhibits to this Agreement unless otherwise indicated. Words in the singular include the plural and in the plural include the singular. The word "or" is not exclusive. The word "including" shall mean including, without limitation. The section and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

12.9 Partial Invalidity. In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or

render unenforceable any other provision hereof, unless such holding substantially alters the financial intent of the parties and, in such event, the barmed party shall have the right to terminate this Agreement. The failure of any Schedule or Exhibit called for herein to be attached hereto shall in no way affect the validity or enforceability of this Agreement as a whole or any of the other provisions set forth herein.

12.10 Litigation. With regard to any litigation brought to enforce any provisions of this Agreement, the parties hereby consent to the nonexclusive jurisdiction and venue of the courts of the State of South Carolina, County of Greenville, or federal district court located in such state for such purposes. The parties hereby waive all defenses as to personal jurisdiction, venue and solvent immunity from jurisdiction, attachment, and execution. Any party who brings or defends a proceeding to enforce provisions of this Agreement and prevails shall be paid its full cost and expenses, including reasonable attorney=s fees by the non-prevailing party determined by the Judge.

IN WITNESS WHEREOF, the individual parties have executed this Agreement and each of the corporate parties has caused this Agreement to be executed on its behalf by a duly authorized officer all as of the date first written above.

In the presences of:

_____

_____

As to Seller

By: Michael O. Howard

Michael O. Howard, Individual

ABC Amusements

By: Scott Wiener

Scott Wiener, owner

_____

_____

As to Purchaser

_____

_____

As to Wiener

_____

Scott Wiener, Individually

Payment Schedule

Date Due	Payment	Interest	Balance
April 1, 2010			623,000.00
May 1, 2010	8,333.33	1,038.33	615,705.00
June 1, 2010	8,333.33	1,026.18	608,397.85
July 1, 2010	8,333.33	1,014.00	601,078.51
August 1, 2010	8,333.33	1,001.80	593,746.98
September 1, 2010	8,333.33	989.58	586,403.23
October 1, 2010	8,333.33	977.34	579,047.24
November 1, 2010	0.00	965.08	580,012.32
December 1, 2010	0.00	966.69	580,979.01
January 1, 2011	0.00	968.30	581,947.30
February 1, 2011	0.00	969.91	582,917.22
March 1, 2011	0.00	971.53	583,888.74
April 1, 2011	0.00	973.15	584,861.89
May 1, 2011	8,333.33	974.77	577,503.33
June 1, 2010	8,333.33	962.51	570,132.51
July 1, 2010	8,333.33	950.22	562,749.40
August 1, 2010	8,333.33	937.92	555,353.98
September 1, 2010	8,333.33	925.59	547,946.24
October 1, 2010	8,333.33	913.24	540,526.16
November 1, 2010	0.00	900.88	541,427.03
December 1, 2010	0.00	902.38	542,329.41
January 1, 2011	0.00	903.88	543,233.30
February 1, 2011	0.00	905.39	544,138.68
March 1, 2011	0.00	906.90	545,045.58
April 1, 2011	0.00	908.41	545,953.99
May 1, 2011	13,738.20	909.92	533,125.71
June 1, 2011	13,738.20	888.54	520,276.06
July 1, 2011	13,738.20	867.13	507,404.98
August 1, 2011	13,738.20	845.67	494,512.46
September 1, 2011	13,738.20	824.19	481,598.45
October 1, 2011	13,738.20	802.66	468,662.91
November 1, 2011	0.00	781.10	469,444.02
December 1, 2011	0.00	782.41	470,226.42
January 1, 2012	0.00	783.71	471,010.13
February 1, 2012	0.00	785.02	471,795.15
March 1, 2012	0.00	786.33	472,581.48
April 1, 2012	0.00	787.64	473,369.11
May 1, 2012	13,738.20	788.95	460,419.86
June 1, 2012	13,738.20	767.37	447,449.03
July 1, 2012	13,738.20	745.75	434,456.57
August 1, 2012	13,738.20	724.09	421,442.47
September 1, 2012	13,738.20	702.40	408,406.67
October 1, 2012	13,738.20	680.68	395,349.15
November 1, 2012	0.00	658.92	396,008.07
December 1, 2012	0.00	660.01	396,668.08
January 1, 2013	0.00	661.11	397,329.19
February 1, 2013	0.00	662.22	397,991.41
March 1, 2013	0.00	663.32	398,654.73
April 1, 2013	0.00	664.42	399,319.15

May 1, 2013	13,738.20	665.53	386,246.48
June 1, 2013	13,738.20	643.74	373,152.03
July 1, 2013	13,738.20	621.92	360,035.75
August 1, 2013	13,738.20	600.06	346,897.61
September 1, 2013	13,738.20	578.16	333,737.57
October 1, 2013	13,738.20	556.23	320,555.60
November 1, 2013	0.00	534.26	321,089.86
December 1, 2013	0.00	535.15	321,625.01
January 1, 2014	0.00	536.04	322,161.05
February 1, 2014	0.00	536.94	322,697.99
March 1, 2014	0.00	537.83	323,235.82
April 1, 2014	0.00	538.73	323,774.54
May 1, 2014	13,738.20	539.62	310,575.97
June 1, 2014	13,738.20	517.63	297,355.39
July 1, 2014	13,738.20	495.59	284,112.78
August 1, 2014	13,738.20	473.52	270,848.11
September 1, 2014	13,738.20	451.41	257,561.32
October 1, 2014	13,738.20	429.27	244,252.39
November 1, 2014	0.00	407.09	244,659.48
December 1, 2014	0.00	407.77	245,067.24
January 1, 2015	0.00	408.45	245,475.69
February 1, 2015	0.00	409.13	245,884.81
March 1, 2015	0.00	409.81	246,294.62
April 1, 2015	0.00	410.49	246,705.11
May 1, 2015	13,738.20	411.18	233,378.09
June 1, 2015	13,738.20	388.96	220,028.85
July 1, 2015	13,738.20	366.71	206,657.37
August 1, 2015	13,738.20	344.43	193,263.59
September 1, 2015	13,738.20	322.11	179,847.50
October 1, 2015	13,738.20	299.75	166,409.05
November 1, 2015	0.00	277.35	166,686.39
December 1, 2015	0.00	277.81	166,964.21
January 1, 2016	0.00	278.27	167,242.48
February 1, 2016	0.00	278.74	167,521.22
March 1, 2016	0.00	279.20	167,800.42
April 1, 2016	0.00	279.67	168,080.09
May 1, 2016	13,738.20	280.13	154,622.02
June 1, 2016	13,738.20	257.70	141,141.52
July 1, 2016	13,738.20	235.24	127,638.56
August 1, 2016	13,738.20	212.73	114,113.09
September 1, 2016	13,738.20	190.19	100,565.08
October 1, 2016	13,738.20	167.61	86,994.49
November 1, 2016	0.00	144.99	87,139.48
December 1, 2016	0.00	145.23	87,284.71
January 1, 2017	0.00	145.47	87,430.18
February 1, 2017	0.00	145.72	87,575.90
March 1, 2017	0.00	145.96	87,721.86
April 1, 2017	0.00	146.20	87,868.06
May 1, 2017	13,738.20	146.45	74,276.31
June 1, 2017	13,738.20	123.79	60,661.90
July 1, 2017	13,738.20	101.10	47,024.81
August 1, 2017	13,738.20	78.37	33,364.98

September 1, 2017	13,738.20	55.61	19,682.39
October 1, 2017	13,738.20	32.80	5,976.99
November 1, 2017	5,986.96	9.96	0.00

Subject: Proposal for Buyout of Rides

Items to Be Purchased

MGR Route ——————$150,000.00
New HLC15 Carousel ——$58,000.00
New Festival Wheel ——$85,000.00
Loop-O-Plane ——————$25,000.00
Spinner ——————$45,000.00
SCAT ——————$80,000.00
Tempest ——————$45,000.00
S&W Wheel ——————$15,000.00
Chair Swing ——————$45,000.00
S&W Bug Ride ——————$10,000.00
Rapid Slide ——————$20,000.00
Visa Whale ——————$10,000.00
Visa Helcopters ——————$10,000.00
BERRY GO ROUND ——$25,000.00
Ticket Trailer——————$10,000.00

Suggested Purchase Price: $633,000.00

Terms:

Owner financing provided by MGR @ 2% Interest for 10 years
Partial payments in cash when available
6 payments annually (see attached schedule)
No pre-payment penalties
10 year non-complete clause
Storage of equipment at shop location
Maintence/ Mechanical Support provided by High Lite Rides @ ABS's Expense
Ability to purchase new rides produced by High Lite at cost
ABC Amusements agrees to field test new high-lite Equipment
All new/Incoming rental business will be referred to ABC Amusements
See Schedule Below.

went, took my trucks, my generators and handled the events.

Q Okay. Why were you willing to do that for two years?

A Because I wanted him to succeed. Because my wife wanted me to slow down. I got bit at hard from her for being out two more years on the road. I told her I wanted him to make it so he could keep making the payments so we could keep going on.

Q It had nothing to do with any obligation that you had according to the agreement that you're holding in your hand; does it?

A No, it just was pretty much me trying to help him to succeed.

Q Where does this agreement at any point, that you hold your hand, mention the word MGR?

A It does not.

Q Mr. Howard, when did you start receiving some complaints about ABC's performance at some of the events you were sending him to?

A It actually started in '11, but I kept going and talking to him trying to work things out. Okay, okay, it's going to get better, it's going to get better. But it didn't, it got worse, so.

Q Okay. Let's talk about some of this. What

happened at the Professional Affairs event at Evansville, Indiana?

A That was an event -- at that time, whenever Scott bought the equipment, he didn't even own a semi-truck. So, I'm the only one that owns semi-trucks. So, a friend of mine, Jason Malcom, in the trucking business, he took, I think it was the Tempest ride up to Evansville, pulled it up there. And I think it was TC Amusements went with a ferris wheel. And I think Scott sent some guys up there with a swing or spinner one, I can't recall which ride it was. And they went up there to do the job and it was a total disaster. I stayed on the phone about all night long with them calling me. Actually, it was the truck driver, Jason Malcom, kept calling me telling me all the issues going on. He's a truck driver. He don't know nothing about putting rides up, he's a truck driver. He was telling me all the issues that was going on up there. And I think you heard some of the testimony through Max Pfeiffer, because he was hands on. He was there. It was just a disaster.

Q Okay. And closely following that event, there was an event in Albany, Georgia?

A Yes.

Q Who runs that event in Albany, Georgia?

A That's Professional Affairs, also.

Q Okay. And how was ABC able to go and do that job?

A Well, my brother went. I sent my brother in my truck, my big truck, Kenworth, sent him down. And all he was supposed to do was pull the equipment down there. My brother -- I hate to say it, he's a little lazy, but he can drive a truck. And he calls me and starts telling me the issues. Then ain't long, I get a phone call from Max. Max's pretty upset.

Q What was going on there?

A Pretty much, they got there, the guys -- from what my brother told me, I wasn't there, so what my brother told me, they didn't know that much on how to set the rides up. So, I asked my brother will you please just help them. Because you watched us do it, help them. So, he did. And then they called me back, of course, the top's gone on the carousel. I had to call them and tell them get back out to the motel and go get the top on the thing because Max was furious. And that pretty much ended that relationship. And I took a pretty hard tongue lashing over the phone by Max Pfeiffer.

Q Okay. What happened with Will and Chris Amusements?

A Will and Chris is a different story. We had several events right around close that we always helped

them with. And Spring Fling was -- first of the new year, he played Spring Fling Spartanburg. That one, pretty much Scott went behind Will's back and talked to the committee, which is a no-no. When you're on somebody else's lot, you don't go talk to the committee to try to steal their event. And that's exactly what happened. And Will was real upset about that.

Q Subsequent in that year, 2011, there's Fall for Greenville event?

A Yes, sir.

Q ABC played that, right?

A Yes.

Q How were they able to play the Fall for Greenville 2011?

A Because Will didn't want them there. But I told Will, I said, Look, try one more time, let's see how it goes. Because I've got -- I ain't got nothing that big right now that you need and everybody that I know is playing big fairs. There's nowhere I can pull no equipment to help you, so try to get by with Scott.

He says, I'm going to try him one more time, but you've got to be there.

MR. HAWKINS: Objection, Your Honor, hearsay.

THE COURT: Sustained.

THE WITNESS: But you got to be there.

BY MR. HUGHES:

Q What about -- you know who -- who is Tommy Fransisco?

A He's a guy that worked for Professional Affairs for a lot of years. He's probably in his 80's by now. He worked for Professional Affairs for a lot of years. He's out of Virginia. And back, I want to say, '10 or '11, they parted ways. He couldn't travel as much because of age. He was getting older. He had to stay closer to home. Professional Affairs covers all over the country, they go everywhere. So, Tommy pretty much retired from Professional Affairs, so he started his own little company up there in Virginia called Magic. Started doing events under Magic.

Q Okay. What happened with Mr. Wiener and Tommy Fransisco?

A Sent Scott up to do a job. And I don't recall if Scott went or he sent someone. But it was either that day or the next day, I get a call from Tommy Fransisco telling me that --

MR. HAWKINS: Objection, Your Honor, hearsay.

MR. HUGHES: Your Honor, it goes to the state of mind as to why he's not going to use ABC Amusements, not for the truth of the matter.

THE COURT: Okay. All right. I'll sustain the

objection.

Go ahead.

BY MR. HUGHES:

Q All right, Mr. Howard, Mr. Reisinger. What happened to Reisinger?

A Mr. Reisinger, we already know, he's a huge player. He's a large ride owner, plays all over the country and out of the country. We was doing Redemption Church back at that time here in Greenville. Scott was, Scott had the contract. I was supplying I can't even tell you how many mechanical rides it was on up there. Probably 15 mechanical rides at that time at that church for ABC. And they come up and they needed, if I ain't mistaken, it was a bumper car and another big ride, I can't remember what it was. Michael had them.

I called Michael, I said, Look, we need them for this event. Could you help me out?

So, Michael sent me two pieces, the two pieces. He sent trucks, sent me in and set them up and operated them. And at the end of the event -- yeah, I think -- yeah, the end of the event, Scott wrote him a check for 6500. And Michael, I don't know what happened, but they misplaced the check. His driver or in their office or something, they moved offices or something, as well as I can remember, and they misplaced the check. They found it

later. I believe it was in '13, they found the check. He called me.

I said, I don't know, try to run it through, see if it goes through, or you can call Scott.

I gave him Scott's number. So, he tried to run it through, it didn't go through, the bank account had been closed. So, he called Scott and it's still not been made good. The check is still floating.

Q Mr. Howard, let's back up, as a result of the conversation you had with Tommy Fransisco, what did you have to do with Magic show events?

A The magic show events?

Q Yes, sir.

A I had to get him somebody else to play.

Q What happened, Mr. Howard, with First Baptist North Spartanburg in 2011?

A 2011, Scott had pulled in the equipment down there and was setting it up. And the event was to start, I'm thinking, at 4:00. I pulled in there about 3:30 just look things over. Nothing's ready. It takes two hours, at least, to wire everything up. All the wiring has got to be done. It's got to be test run. Everything's got to be checked out. So, it was late getting started. We'd been doing that big Baptist church for years. They was totally dissatisfied because it got started late.

When I got there, Scott's help was running around. I said, Ain't nobody wired nothing up or nothing. So, I called my guys, my sons from the shop, got them there and we hooked everything up, got everything ready to go, finally. Of course, the associate pastor was breathing down our neck -- down my neck, not my sons, because things were not ready. Because it was only a three-to-four-hour event. And they hadn't done the event since.

Q Mr. Howard, what happened with the City of Gaffney event?

A City of Gaffney, I can't remember if that was '10 or '11. I believe it was '10. Either '10 or '11, I can't remember. But sent them over there with -- sent ABC over with the carousel.

Q What happened?

A The lady called me the next day and said that she was --

MR. HAWKINS: Your Honor, objection, hearsay.

THE COURT: All right. I sustain.

MR. HAWKINS: Your Honor, I think he needed to lay a foundation for his direct knowledge of all these things that he's testifying about. Basically, it's based on what somebody else told him.

THE COURT: Okay. All right. You have to pose

your objection specifically as to the answers and questions that are posed. I can't give a general ruling on that. So, you'll have to --

MR. HAWKINS: I understand.

THE COURT: You can continue.

BY MR. HUGHES:

Q Mr. Howard, as a result of what happened at the 2010 City of Gaffney event, what did you have to do for the City of Gaffney event from that point forward?

A I had to start sending somebody else in there with a carousel during Christmas because they didn't want to use ABC.

Q Mr. Howard, what happened with the event at the North Carolina State University through Abrams Catering & Amusements?

A That was some good customers of mine. They owned equipment. They needed to -- I wanted I think it was a whale and a loop up there.

I called Scott, I said, They got -- they need these two pieces up there. Go up there and do the job.

He sends them up there. He didn't go, he sent them. And whoever he sent, Jerry Abram called me and said, These guys don't --

MR. HAWKINS: Your Honor, hearsay.

THE COURT: All right, sustained.

BY MR. HUGHES:

Q As a result of what happened in North Carolina State University incident, what did you have to do for that event?

A I haven't done another event with them.

Q Now, previously, you had an event that you participated in Canton, North Carolina, right?

A Yes, sir.

Q What was that event?

A That in Canton was -- it used to be the Lions Club Canton fair up there.

Q Did you send Scott up there?

A Oh, yeah, for I know two years.

Q And what happened?

A And I had to send my sons and myself up there, too, to help take care of that. Because that's a tough place to play, you better know what you're doing.

Q What happened with Scott's preparation with the Canton, North Carolina event?

A The last year, they assumed he was coming back. And about a week, maybe two before the event -- this event has been going on for 100 years. They find out Scott ain't coming.

Q Why not?

A Said it wasn't enough money for him to come up

there.

So the Lions Club called me and says, Mike --

MR. HAWKINS: Objection, Your Honor, hearsay.

THE COURT: All right, I sustain.

BY MR. HUGHES:

Q All right. What has been done with the Canton, North Carolina event since the year that Scott asked for more money?

A They haven't used him since.

Q Okay. All right. Mr. Howard, I'm going to hand you what's been previously entered into evidence as Defendant's Exhibit No. 6. Tell the jury what that is.

A It's where in August of 2013, I notified Scott that he hadn't made his payment for August by certified mail.

Q Okay. If you would go to Section 9.1 of the agreement. And what does it provide?

A Said within 10 days failure of purchaser to make a payment on schedule as defined herein, seller shall notify the purchaser of payment failure by U.S. mail.

Q The exhibit that I just handed you as notice, is that in compliance with 9.1?

A Yes.

Q Now, 9.2, what does it entitle you to do?

A Thirty days after he fails to make his payment,

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v.

Michael O. Howard, High-Lite Rides, Inc., and MGR Rides, LLC . . . . . Appellants.

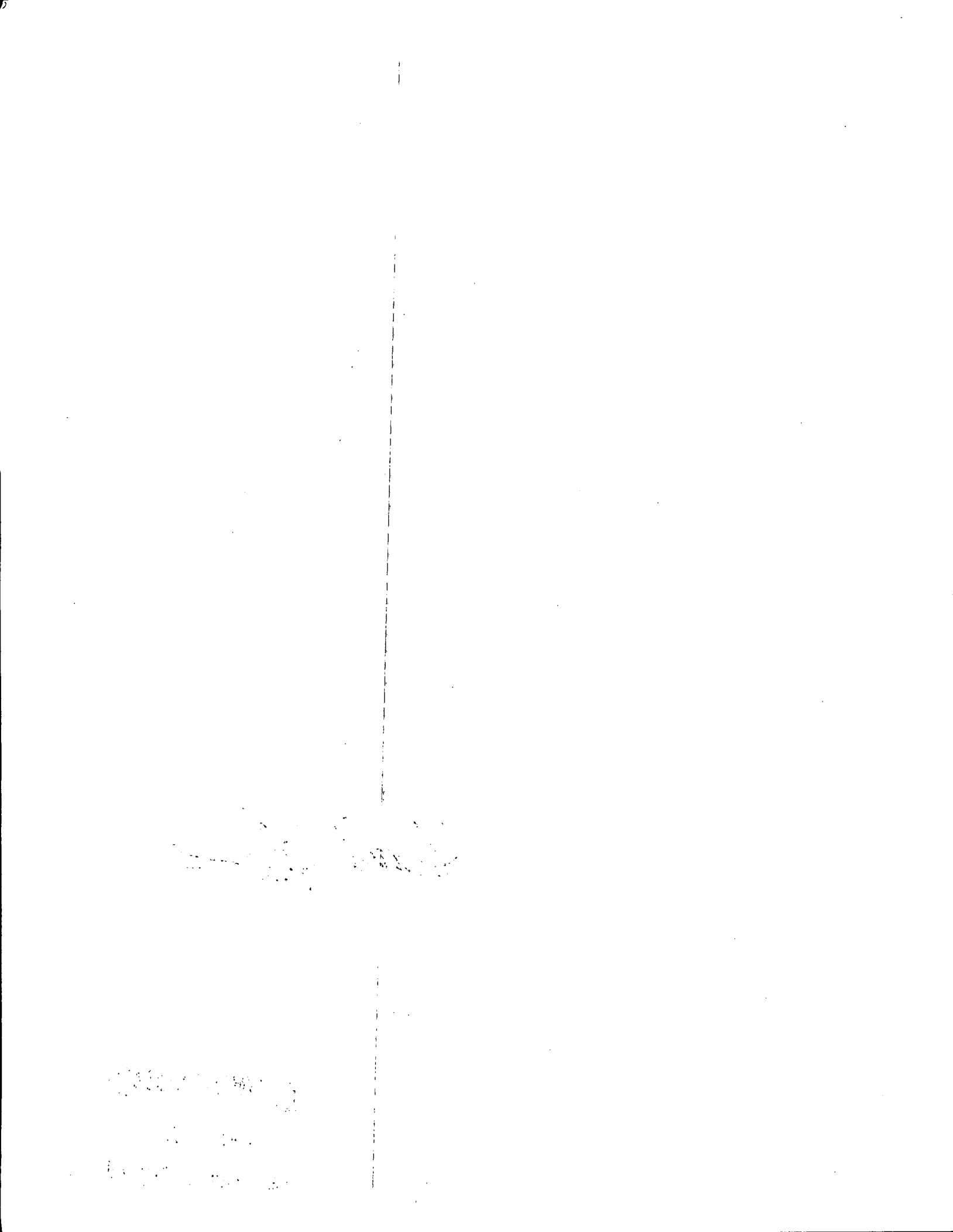
CERTIFICATE OF COUNSEL

I certify that I have served the Record on Appeal and that it contains all material proposed to be included by any of the parties and not any other material. I also certify that the Record on Appeal contains no matter which is irrelevant to this appeal.

May 12, 2017

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PROOF OF SERVICE

I certify that I have served the Record on Appeal upon ABC Amusements, Inc. and Scott Wiener by depositing a copy of it in the United States Mail, postage prepaid, on May 12, 2017, addressed to:

Wendell Hawkins, Esquire
103-C Regency Commons Drive
Greer, SC 29650.

May 12, 2017

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