

6

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

The Honorable Charles B. Simmons, Jr., Master-in-Equity

Common Pleas Case No.: 2014-CP-23-01871
Appellate Case No.: 2016-1787

China Construction America of South Carolina, Inc.....Appellant/Respondent,

vs.

MS Production Solutions LLC a/k/a MSPS Steel Fabricators, Manfred Sprenger and
Patricia Sprenger Respondents/Appellants.

**AMENDED RECORD ON APPEAL
VOLUME III**

Henry P. Wall
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Robert C. Osborne III
Bruner, Powell, Wall & Mullins, LLC
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Attorneys for Appellant/Respondent

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Greenville, SC 29601
(864) 282-1292
Counsel for Respondents/Appellants

RECEIVED
OCT 16 2017
SC Court of Appeals

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To indicate your understanding and agreement with the terms and conditions contained herein, please initial each page and execute the signature page of this letter. Return one executed original along with a deposit of \$6,000 (to be applied against loan processing expenses) within three (3) business days or this proposal will be withdrawn. If SBA declines the loan request, this check is refundable less any out of pocket expenses incurred by SBLs. If however, this loan commitment is withdrawn by you prior to closing; the deposit will be non-refundable.

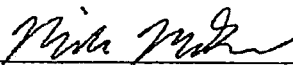
This letter does not constitute a contractual commitment of the Lender to make a loan to the Borrower on these or any other terms, and any representation to the contrary is hereby expressly disclaimed.

Those matters which are not covered by or made clear in the above outline are subject to mutual written agreement of the parties of this proposed transaction.

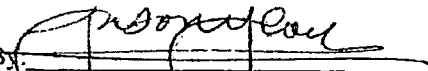
THE WRITTEN LOAN AGREEMENT WILL REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

Sincerely,

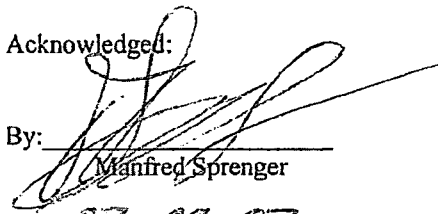
Small Business Loan Source, LLC.

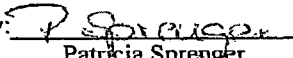
By: 
Michael McGee

Title: Assistant Vice President

By: 
Jason Yeow
Title: Senior Vice President

Acknowledged:

By: 
Manfred Sprenger
Date: 07-09-07

By: 
Patricia Sprenger
Date: 07-09-07



2007088211

SAT/AFFIT

1 PG

Book: SAT 361

Page: 1607-1607

August 31, 2007 01:43:54 PM

Rec:\$5.00

Cnty Tax:\$0.00

State Tax:\$0.00

FILED IN GREENVILLE COUNTY, SC

STATE OF SOUTH CAROLINA)
)
 COUNTY OF GREENVILLE)

MORTGAGE LIEN SATISFACTION
 (SC Code Section 29-3-330)
 BOOK 3894 PAGE 1213

GREENVILLE

The undersigned, being first duly sworn, herein certifies as follows:

1. The undersigned is a licensed attorney admitted to practice in the State of South Carolina.
2. With respect to the mortgage given by D&T Steel, LLC, to Eugene Szabo Steel Fabrication, Inc. which was recorded April 9, 2003 in Mortgage Book 3894 at Page 1213 in the office of the ROD for Greenville County, South Carolina:
 - a. ☒ The undersigned was given written payoff information and made such payoff and is in possession of a cancelled check to the mortgagee, holder of record, or representative servicer; or
 - b. ☐ The undersigned was given written payoff information and made such payoff by wire transfer or other electronic means to the mortgagee, holder of record, or representative servicer, and has confirmation from the undersigned's bank of the transfer to the account provided by the mortgagee, holder of record, or representative servicer.

The register of Deeds is hereby requested and directed to cancel the above-referenced Mortgage and mark the records accordingly.

Under penalties of perjury, I declare that I have examined this affidavit this 30th day of August, 2007, and, to the best of my knowledge and belief, it is true, correct, and complete.

Nadine R. Myers
 Witness

Roberta L. Wilkins
 Witness

David W. Holmes
 David W. Holmes (SC Bar No. 2577)
 712 North Main Street
 Greenville, SC 29609
 864-271-2381

STATE OF SOUTH CAROLINA)
)
 COUNTY OF GREENVILLE)

PROBATE

Personally appeared the undersigned witness and made oath that (s)he saw the within-named attorney sign, seal, and, as his act and deed, sign this affidavit and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

Sworn to before me this 30th
 day of August, 2007.

Roberta L. Wilkins
 Notary Public for South Carolina
 My commission expires:

Nadine R. Myers
 Witness

FILED FOR RECORD IN GREENVILLE COUNTY, SC ROD
 2007088211 Book: SAT 361 Page: 1607-1607
 August 31, 2007 01:43:54 PM

Timothy J. Manning

-----[Space Above This Line For Recording Data]-----

This Document was prepared by:

HOLMES LAW FIRM
712 N. Main Street
Greenville, SC 29609
(864) 271-2381

GRANTEE'S ADDRESS:

16100 Heron Run Drive
Tega Cay, SC 29708

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that,

D&T STEEL, LLC

in consideration of **Three Hundred Ten Thousand and 00/100ths, (\$310,000.00) Dollars**, and no other consideration to the grantor(s) in hand paid at and before the sealing of these presents by the grantee(s), the receipt of which is hereby acknowledged, has/have granted, bargained, sold and released, and by these presents do(es) grant, bargain, sell and release unto:

MS PRODUCTION SOLUTIONS, LLC

all right, title, and interest in and to the following described property, to-wit:

See Exhibit A attached hereto and made a part hereof.

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

THIS CONVEYANCE is made subject to easements, conditions and restrictions of record, including matters appearing on plats of record.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said grantee(s), and the grantee(s) heirs or successors and assigns forever.

AND the grantor do(es) hereby bind the grantor(s) and the grantor's(s') heirs or successors and assigns to warrant and forever defend all and singular said premises unto the grantee(s) and the grantee's(s') heirs or successors and assigns, and against grantor(s) and grantor(s) heirs, successors and assigns.

EXHIBIT A - PROPERTY DESCRIPTION

EXHIBIT A

ALL that certain piece, parcel or tract of land situate, lying and being on the southern side of Beverly Road in the County of Greenville, State of South Carolina, being shown and designated as 4.80 Acres, more or less, on plat entitled PLAT FOR D AND T STEEL, INC., dated February 27, 2003, prepared by Thomas P. Dowling, Land Surveyor, and being recorded in the Office of the Register of Deeds for Greenville County, South Carolina, in Plat Book 46W at Page 12, reference to said plat being craved for a complete metes and bound description.

LESS HOWEVER that property shown on Exhibit B.

DERIVATION: This being the same property conveyed to D&T Steel, LLC by deed of Eugene Szabo Steel Fabricators, Inc., dated April 4, 2003, and recorded in the Greenville County Register of Deeds Office on April 9, 2003, in Deed Book 2003, at Page 1582.

TMS# P009-01-01-009.00



THE STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

TITLE TO REAL ESTATE
Approximate Survey Stations
54+55.69 (22 Feet Rt.) to 55+10.82 (22 Feet Rt.)

Road/Route.....Beverly Road
File.....
Item.....
Project.....Beverly Road Improvements
PIN.....

KNOW ALL MEN BY THESE PRESENTS, That I (or we), D&T Steel, LLC, 233 Beverly Road, Greenville SC, 29609, in consideration of the sum of Six hundred twenty four and no/100 Dollars (\$624.00) and other valuable consideration to me (or us) in hand paid at and before the sealing and delivering thereof, by the County of Greenville, a political subdivision of the State of South Carolina exempt from recording fees under the S.C. Code Ann., 12-24-40(2), receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release, unto the said County of Greenville, its successors and assigns, all that certain real property of the Grantor in fee simple absolute for Beverly Road Improvements, State and County aforesaid, as shown on plans prepared by TransSystems Corporation and dated August 11, 2006.

SPECIAL PROVISIONS:

The above consideration is for all that certain parcel of land containing 959 square feet, more or less, of existing prescriptive right of way and 406 square feet, more or less, of additional right of way required for this project and all improvements thereon, if any, owned by D&T Steel, LLC, Robert W. Dillon (Owner), shown as the "Area of Acquisition" on Exhibit A, attached hereto and made a part hereof. This being a portion of the property acquired by virtue of deed from Eugene Szabo Steel Fabrication as recorded in the RMC Office for Greenville County, S.C. in Deed Book 2033 at Page 1582 on April 9, 2003 and shown on Tax Map No. P009010100900.

Together with all and singular, the rights, members, hereditaments and appurtenances thereunto belonging, or in any wise incident or appertaining.

And I (or we) do hereby bind my (or our) heirs, executor and administrators, to warrant and forever defend all and singular the said premises unto the said County of Greenville, its successors and assigns, against me (or us) and my (or our) heirs and against every person whomsoever lawfully claiming, or to claim, the same and any part thereof.

TO HAVE AND TO HOLD in fee simple, absolute and singular the said property and the rights hereinbefore granted, unto the said COUNTY OF GREENVILLE, its successors and assigns forever.

IN WITNESS WHEREOF, I (or we) have hereunto set my (or our) hand(s) and seal(s) this 27th day of October, in the year of our Lord, Two Thousand six.

SIGNED, sealed and delivered in the presence of:

Brett Helsel
1st Witness (L.S.)

BRETT HSEL
Print Name

[Signature]
2nd Witness (L.S.)

Jason Oldham
Print Name

Robert W. Dillon
1st Owner (L.S.)

ROBERT W. DILLON GENERAL PARTNER
Print Name/Title if other than Owner

2nd Owner (L.S.)

Print Name/Title if other than Owner

NOTE: All Right-of-Way agreements must be in writing and are subject to rejection by the County of Greenville.

THE STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Personally appeared before me the undersigned witness and made oath that she/he saw the within named grantor sign, seal and as their act and deed, deliver the within written instrument; and that she/he with the other witness whose signature appears above witnessed the execution thereof.

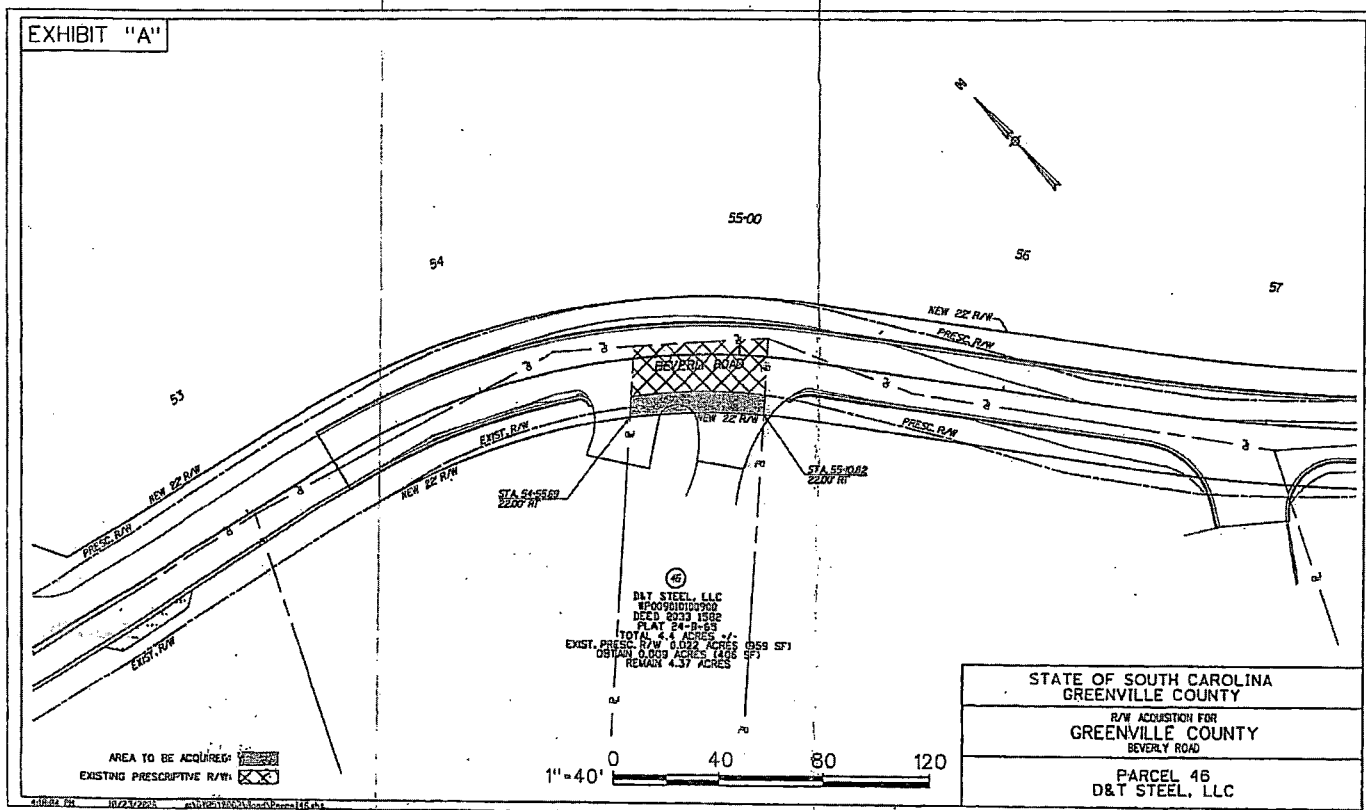
Brett Helsel
1st Witness

SWORN to before me this 27th
day of October 2005

Nigel M. Wells
NOTARY PUBLIC FOR South Carolina
My Commission Expires: March 26, 2011

Checked _____ By _____
Recorded _____ By _____
Project _____ File No. _____

Greenville County, a political subdivision of the State of South Carolina, is exempt from recording fees under the S.C. Code 12-24-40(2).



STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)
)

MORTGAGE LIEN SATISFACTION
(SC Code Section 29-3-330)
BOOK 3894 PAGE 1213

The undersigned, being first duly sworn, herein certifies as follows:

1. The undersigned is a licensed attorney admitted to practice in the State of South Carolina.
2. With respect to the mortgage given by **D&T Steel, LLC**, to **Eugene Szabo Steel Fabrication, Inc.** which was recorded **April 9, 2003** in **Mortgage Book 3894 at Page 1213** in the office of the ROD for Greenville County, South Carolina:
 - a. ☒ The undersigned was given written payoff information and made such payoff and is in possession of a cancelled check to the mortgagee, holder of record, or representative servicer; or
 - b. ☐ The undersigned was given written payoff information and made such payoff by wire transfer or other electronic means to the mortgagee, holder of record, or representative servicer, and has confirmation from the undersigned's bank of the transfer to the account provided by the mortgagee, holder of record, or representative servicer.

The register of Deeds is hereby requested and directed to cancel the above-referenced Mortgage and mark the records accordingly.

Under penalties of perjury, I declare that I have examined this affidavit this 30th day of August, 2007, and, to the best of my knowledge and belief, it is true, correct, and complete.

Nadine R. Myers
Witness

Robert L. Wilkins
Witness

David W. Holmes
David W. Holmes (SC Bar No. 2577)
712 North Main Street
Greenville, SC 29609
864-271-2381

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

PROBATE

Personally appeared the undersigned witness and made oath that (s)he saw the within-named attorney sign, seal, and, as his act and deed, sign this affidavit and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

Sworn to before me this 30th
day of August, 2007.

Robert L. Wilkins
Notary Public for South Carolina
My commission expires:

Nadine R. Myers
Witness



A. U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT		B. TYPE OF LOAN: 1. ☐ FHA 2. ☐ FmHA 3. ☒ CONV. UNINS. 4. ☐ VA 5. ☐ CONV. INS. 6. FILE NUMBER: MS PRODUCTION RE 07- 7. LOAN NUMBER: 8. MORTGAGE INS CASE NUMBER:	
C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "[FOC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals. 1.0 3/98 (MS PRODUCTION RE 07-055.PFD/MS PRODUCTION RE 07-)			
D. NAME AND ADDRESS OF BORROWER: MS Production Solutions, LLC 16100 Heron Run Drive Tega Cay, SC 29708 TIN: 20-8908600		E. NAME AND ADDRESS OF SELLER: D&T Steel, LLC 233 Beverly Road Greenville, SC 29609 TIN: 43-2006546	
G. PROPERTY LOCATION: 233 Beverly Road Greenville, SC 29609 Greenville County, South Carolina 233 Beverly Rd P/O Lots 21 & 22 Beverly Hills		F. NAME AND ADDRESS OF LENDER: Small Business Loan Source LLC 9801 Westheimer Rd, 11th Floor Houston, TX 77042	
H. SETTLEMENT AGENT: 57-0948500 David W. Holmes PLACE OF SETTLEMENT 712 N. Main Street Greenville, SC 29609		I. SETTLEMENT DATE: August 17, 2007	
J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER:		400. GROSS AMOUNT DUE TO SELLER:	
101. Contract Sales Price	310,000.00	401. Contract Sales Price	310,000.00
102. Personal Property		402. Personal Property	
103. Settlement Charges to Borrower (Line 1400)	61,038.43	403.	
104.		404.	
105. Working Capital to Buyer to MS Production Solution	188,000.00	405.	
<i>Adjustments For Items Paid By Seller in advance</i>		<i>Adjustments For Items Paid By Seller in advance</i>	
106. City/Town Taxes to		406. City/Town Taxes to	
107. County Taxes to		407. County Taxes to	
108. Assessments to		408. Assessments to	
109. Asset Purchase	1,090,000.00	409. Asset Purchase	1,090,000.00
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER	1,649,038.43	420. GROSS AMOUNT DUE TO SELLER	1,400,000.00
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
201. Deposit or earnest money	2,000.00	501. Excess Deposit (See Instructions)	
202. Principal Amount of New Loan(s)	1,457,000.00	502. Settlement Charges to Seller (Line 1400)	56,822.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Deposit held by lender	11,000.00	504. Payoff of first Mortgage to STRED, Inc./233 Beverly	165,004.67
205.		505. Payoff of second Mortgage to STRED, Inc./D&T Steel	234,990.88
206.		506.	
207.		507. (Deposit disb. as proceeds)	
208.		508.	
209.		509.	
<i>Adjustments For Items Unpaid By Seller</i>		<i>Adjustments For Items Unpaid By Seller</i>	
210. City/Town Taxes to		510. City/Town Taxes to	
211. County Taxes 01/01/07 to 08/18/07	4,345.94	511. County Taxes 01/01/07 to 08/18/07	4,345.94
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER	1,474,345.94	520. TOTAL REDUCTION AMOUNT DUE SELLER	460,663.49
300. CASH AT SETTLEMENT FROM/TO BORROWER:		600. CASH AT SETTLEMENT TO/FROM SELLER:	
301. Gross Amount Due From Borrower (Line 120)	1,649,038.43	601. Gross Amount Due To Seller (Line 420)	1,400,000.00
302. Less Amount Paid By/For Borrower (Line 220)	(1,474,345.94)	602. Less Reductions Due Seller (Line 520)	(460,663.49)
303. CASH (X FROM) (TO) BORROWER	174,692.49	603. CASH (X TO) (FROM) SELLER	939,336.51

By signing page 2 of this statement, the signatories acknowledge receipt of a completed copy of page 1 of this two page statement.

L. SETTLEMENT CHARGES					PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL COMMISSION Based on Price		\$	@	0.0000 %		
Division of Commission (line 700) as Follows:						
701. \$	to					
702. \$	to					
703. Commission Paid at Settlement						
704.	to					
800. ITEMS PAYABLE IN CONNECTION WITH LOAN						
801. Loan Origination Fee	%	to				
802. Loan Discount	%	to				
803. Appraisal Fee		to Small Business Loan Source LLC		2,000.00		
804. SBA Guarantee Fee		to Small Business Loan Source LLC		38,478.13		
805. Credit Bureau Fee		to Small Business Loan Source LLC		60.00		
806. Flood Certification Fee		to Small Business Loan Source LLC		24.00		
807. FedEx Overnight fees		to Small Business Loan Source LLC		75.00		
808. Public Records Search Fees		to Small Business Loan Source LLC		1,000.00		
809. Post Closing Search Filing Fee		to Small Business Loan Source LLC		300.00		
810. Packaging Fee		to Small Business Loan Source LLC		1,000.00		
811. Tax Transcript Fee		to Small Business Loan Source LLC		27.00		
812. EPA Fee		to Small Business Loan Source LLC		2,100.00		
813. SBLA Attorneys Fees		to McCrary & Clark, LLP		2,990.00		
814.						
815.						
816.						
817.						
818.						
819.						
820.						
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE						
901. Interest From 09/17/07 to 09/01/07	@	\$ 429.120000/day (15 days %)		6,436.80		
902. Mortgage Insurance Premium for	months to					
903. Hazard Insurance Premium for	1.0 years to					
904.						
905.						
1000. RESERVES DEPOSITED WITH LENDER						
1001. Hazard Insurance	months @ \$	per month				
1002. Mortgage Insurance	months @ \$	per month				
1003. City/Town Taxes	months @ \$	per month				
1004. County Taxes	months @ \$	per month				
1005. Assessments	months @ \$	per month				
1006.	months @ \$	per month				
1007.	months @ \$	per month				
1008. Aggregate Adjustment	months @ \$	per month				
1100. TITLE CHARGES						
1101. Title Update/Opinion-Residence	to Elizabeth Blake			325.00		
1102. Abstract or Title Search	to Professional Abstracting, LLC			432.00		
1103. Title Examination	to					
1104. Title Insurance Binder	to David W. Holmes			100.00		
1105. Document Preparation	to David W. Holmes			350.00		175.00
1106. Notary Fees	to					
1107. Attorney's Fees	to David W. Holmes			1,500.00		
(includes above item numbers:)						
1108. Title Insurance	to David W. Holmes/Chicago Title			2,485.50		
(includes above item numbers:)						
1109. Lender's Coverage	\$ 1,457,000.00		2,410.50			
1110. Owner's Coverage	\$ 1,457,000.00		75.00			
1111. Satisfaction Processing Fee	David W. Holmes					
1112. Lenders Title Ins Tega Cay Res	to David W. Holmes			1,170.00		
1113.						
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES						
1201. Recording Fees: Deed \$ 10.00; Mortgage \$ 58.00; Releases \$				66.00		
1202. City/County Tax/Stamp: Deed ; Mortgage						
1203. State Tax/Stamp: Revenue Stamps 1,147.00; Mortgage						1,147.00
1204.						
1205. Rod Mtg & Notice Request	to York County Register of Deeds			54.00		
1300. ADDITIONAL SETTLEMENT CHARGES						
1301. Survey	to					
1302. Pest Inspection	to					
1303. Brokers Fees	to LeMans, Inc.	Sale of D&T Steel				55,000.00
1304. Disbursement Fees	to David W. Holmes			65.00		
1305.						
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)					61,038.43	56,322.00

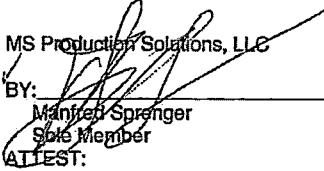
Certified to be a true copy.

ACKNOWLEDGMENT OF RECEIPT OF SETTLEMENT STATEMENT

Borrower: MS Production Solutions, LLC
Seller: D&T Steel, LLC
Lender: Small Business Loan Source LLC
Settlement Agent: David W. Holmes
(864)271-2381
Place of Settlement: 712 N. Main Street
Greenville, SC 29609
Settlement Date: August 17, 2007
Property Location: 233 Beverly Road
Greenville, SC 29609
Greenville County, South Carolina
233 Beverly Rd
P/O Lots 21 & 22
Beverly Hills

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

MS Production Solutions, LLC

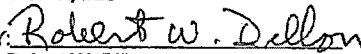
BY: 

Manfred Sprenger
Sole Member

ATTEST:

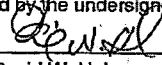

Secretary/Treasurer

D&T Steel, LLC

BY: 

Robert W. Dillon
Its: Sole member

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.


David W. Holmes
Settlement Agent

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

EXHIBIT "A"
(Legal Description)

ALL that certain piece, parcel or tract of land situate, lying and being on the southern side of Beverly Road in the County of Greenville, State of South Carolina, being shown and designated as 4.80 Acres, more or less, on plat entitled PLAT FOR D AND T STEEL, INC., dated February 27, 2003, prepared by Thomas P. Dowling, Land Surveyor, and being recorded in the Office of the Register of Deeds for Greenville County, South Carolina, in Plat Book 46W at Page 12, reference to said plat being craved for a complete metes and bound description.

DERIVATION: This being the same property conveyed to D&T Steel, LLC by deed of Eugene Szabo Steel Fabricators, Inc., dated April 4, 2003, and recorded in the Greenville County Register of Deeds Office on April 9, 2003, in Deed Book 2003, at Page 1582.

LESS HOWEVER that property shown on Exhibit B.

A handwritten signature in dark ink, consisting of a large, stylized capital 'J' followed by a series of loops and a long horizontal stroke extending to the right.

EXHIBIT "A"
(Legal Description)

TRACT ONE:

ALL that certain piece, parcel or tract of land situate, lying and being on the southern side of Beverly Road in the County of Greenville, State of South Carolina, being shown and designated as 4.80 Acres, more or less, on plat entitled PLAT FOR D AND T STEEL, INC., dated February 27, 2003, prepared by Thomas P. Dowling, Land Surveyor, and being recorded in the Office of the Register of Deeds for Greenville County, South Carolina, in Plat Book 46W at Page 12, reference to said plat being craved for a complete metes and bound description.

DERIVATION: This being the same property conveyed to D&T Steel, LLC by deed of Eugene Szabo Steel Fabricators, Inc., dated April 4, 2003, and recorded in the Greenville County Register of Deeds Office on April 9, 2003, in Deed Book 2003, at Page 1582.

LESS HOWEVER that property shown on Exhibit B.

TRACT TWO:

ALL that certain piece, parcel or lot of land lying, being and situate in the City of Tega Cay, Fort Mill Township, York County, South Carolina, being known and designated as Lot 100, Section 16, of Tega Cay, and being more particularly described as "The Property of Manfred Sprenger & Wife, Patricia" on survey drawn by A. Alan Wallwork, SCRLS, dated October 19, 1994, and recorded in Plat Book 125, at Page 609, in the Office of the Clerk of Court for Your County, South Carolina, reference to said plat being craved for a complete metes and bounds description.

ALSO ALL that certain piece, parcel or lot of land lying, being and situate in the City of Tega Cay, Fort Mill Township, York County, South Carolina, being shown and designated as Lot A of Section 16, being more particularly described as "The Property of Manfred Sprenger & Wife, Patricia" on survey drawn by A. Alan Wallwork, SCRLS, dated October 19, 1994, and recorded in Plat Book 125, at Page 610, in the Office of the Clerk of Court for Your County, South Carolina, reference to said plat being craved for a complete metes and bound description.



A. U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT		B. TYPE OF LOAN: 1. ☐ FHA 2. ☐ FmHA 3. ☒ CONV. UNINS. 4. ☐ VA 5. ☐ CONV. INS. 6. FILE NUMBER: MS PRODUCTION RE 07- 7. LOAN NUMBER: 8. MORTGAGE INS CASE NUMBER:	
C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals. 1.0 3/98 (MS PRODUCTION RE 07-055, PFDMS PRODUCTION RE 07-1)			
D. NAME AND ADDRESS OF BORROWER: MS Production Solutions, LLC 16100 Heron Run Drive Tega Cay, SC 29708 TIN: 20-8906800		E. NAME AND ADDRESS OF SELLER: D&T Steel, LLC 233 Beverly Road Greenville, SC 29609 TIN: 43-2006546	
G. PROPERTY LOCATION: 233 Beverly Road Greenville, SC 29609 Greenville County, South Carolina 233 Beverly Rd P/O Lots 21 & 22 Beverly Hills		F. NAME AND ADDRESS OF LENDER: Small Business Loan Source LLC 9801 Westheimer Rd, 11th Floor Houston, TX 77042	
H. SETTLEMENT AGENT: 57-0948500 David W. Holmes PLACE OF SETTLEMENT 712 N. Main Street Greenville, SC 29609		I. SETTLEMENT DATE: August 17, 2007	
J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER:		400. GROSS AMOUNT DUE TO SELLER:	
101. Contract Sales Price	310,000.00	401. Contract Sales Price	310,000.00
102. Personal Property		402. Personal Property	
103. Settlement Charges to Borrower (Line 1400)	249,038.43	403.	
104.		404.	
105.		405.	
<i>Adjustments For Items Paid By Seller in advance</i>		<i>Adjustments For Items Paid By Seller in advance</i>	
106. City/Town Taxes to		406. City/Town Taxes to	
107. County Taxes to		407. County Taxes to	
108. Assessments to		408. Assessments to	
109. Asset Purchase	1,090,000.00	409. Asset Purchase	1,090,000.00
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER	1,649,038.43	420. GROSS AMOUNT DUE TO SELLER	1,400,000.00
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
201. Deposit or earnest money	2,000.00	501. Excess Deposit (See Instructions)	
202. Principal Amount of New Loan(s)	1,457,000.00	502. Settlement Charges to Seller (Line 1400)	56,322.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Deposit held by lender	11,000.00	504. Payoff of first Mortgage to STRED, Inc./233 Beverly	165,004.67
205.		505. Payoff of second Mortgage to STRED, Inc./D&T Steel	234,990.88
206.		506.	
207.		507. (Deposit disb. as proceeds)	
208.		508.	
209.		509.	
<i>Adjustments For Items Unpaid By Seller</i>		<i>Adjustments For Items Unpaid By Seller</i>	
210. City/Town Taxes to		510. City/Town Taxes to	
211. County Taxes 01/01/07 to 08/18/07	4,345.94	511. County Taxes 01/01/07 to 08/18/07	4,345.94
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER	1,474,345.94	520. TOTAL REDUCTION AMOUNT DUE SELLER	460,663.49
300. CASH AT SETTLEMENT FROM/TO BORROWER:		600. CASH AT SETTLEMENT TO/FROM SELLER:	
301. Gross Amount Due From Borrower (Line 120)	1,649,038.43	601. Gross Amount Due To Seller (Line 420)	1,400,000.00
302. Less Amount Paid By/For Borrower (Line 220)	(1,474,345.94)	602. Less Reductions Due Seller (Line 520)	(460,663.49)
303. CASH (X FROM) (TO) BORROWER	174,692.49	603. CASH (X TO) (FROM) SELLER	939,336.51

By signing page 2 of this statement, the signatories acknowledge receipt of a completed copy of page 1 of this two page statement.

L. SETTLEMENT CHARGES					
700. TOTAL COMMISSION Based on Price	\$.	@	0.0000 %		
Division of Commission (line 700) as Follows:				PAID FROM BORROWERS FUNDS AT SETTLEMENT	PAID FROM SELLERS FUNDS AT SETTLEMENT
701. \$	to				
702. \$	to				
703. Commission Paid at Settlement					
704.	to				
800. ITEMS PAYABLE IN CONNECTION WITH LOAN					
801. Loan Origination Fee	%	to			
802. Loan Discount	%	to			
803. Appraisal Fee		to Small Business Loan Source LLC		2,000.00	
804. SBA Guarantee Fee		to Small Business Loan Source LLC		36,478.13	
805. Credit Bureau Fee		to Small Business Loan Source LLC		60.00	
806. Flood Certification Fee		to Small Business Loan Source LLC		24.00	
807. FedEx Overnight fees		to Small Business Loan Source LLC		75.00	
808. Public Records Search Fees		to Small Business Loan Source LLC		1,000.00	
809. Post Closing Search Filing Fee		to Small Business Loan Source LLC		300.00	
810. Packaging Fee		to Small Business Loan Source LLC		1,000.00	
811. Tax Transcript Fee		to Small Business Loan Source LLC		27.00	
812. EPA Fee		to Small Business Loan Source LLC		2,100.00	
813. SBLS Attorneys Fees		to McCrary & Clark, LLP		2,990.00	
814. Working Capital		to Small Business Loan Source LLC To be disbursed to borrower		188,000.00	
815.					
816.					
817.					
818.					
819.					
820.					
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE					
901. Interest From 08/17/07 to 09/01/07	@	\$ 429.120000/day (15 days %)		6,436.80	
902. Mortgage Insurance Premium for	months to				
903. Hazard Insurance Premium for	1.0 years to				
904.					
905.					
1000. RESERVES DEPOSITED WITH LENDER					
1001. Hazard Insurance	months @ \$	per month			
1002. Mortgage Insurance	months @ \$	per month			
1003. City/Town Taxes	months @ \$	per month			
1004. County Taxes	months @ \$	per month			
1005. Assessments	months @ \$	per month			
1006.	months @ \$	per month			
1007.	months @ \$	per month			
1008. Aggregate Adjustment	months @ \$	per month			
1100. TITLE CHARGES					
1101. Title Update/Opinion-Residence	to Elizabeth Blake			325.00	
1102. Abstract or Title Search	to Professional Abstracting, LLC			432.00	
1103. Title Examination	to				
1104. Title Insurance Binder	to David W. Holmes			100.00	
1105. Document Preparation	to David W. Holmes			350.00	176.00
1106. Notary Fees	to				
1107. Attorney's Fees	to David W. Holmes			1,500.00	
(includes above item numbers:				)	
1108. Title Insurance	to David W. Holmes/Chicago Title			2,485.50	
(includes above item numbers:				)	
1109. Lender's Coverage	\$ 1,457,000.00	2,410.50			
1110. Owner's Coverage	\$ 1,457,000.00	75.00			
1111. Satisfaction Processing Fee	David W. Holmes				
1112. Lenders Title Ins Tega Cay Res	to David W. Holmes			1,170.00	
1113.					
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES					
1201. Recording Fees: Deed \$ 10.00; Mortgage \$ 56.00; Releases \$				66.00	
1202. City/County Tax/Stamps: Deed					
1203. State Tax/Stamps: Revenue Stamps	1,147.00; Mortgage				1,147.00
1204.					
1205. Rcrd Mtg & Notice Request	to York County Register of Deeds			54.00	
1300. ADDITIONAL SETTLEMENT CHARGES					
1301. Survey	to				
1302. Pest Inspection	to				
1303. Brokers Fees	to LeMans, Inc. Sale of D&T Steel				55,000.00
1304. Disbursement Fees	to David W. Holmes			65.00	
1305.					
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)				249,038.43	56,322.00

Certified to be a true copy.

Certified to be a TRUE AND CORRECT Copy of the Original

Robert L. Will

NOTARY PUBLIC for SOUTH CAROLINA

My Commission Expires: 1.17.2017

**MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS,
AND FIXTURE FILING**

by

**MS PRODUCTION SOLUTIONS LLC
a South Carolina Limited Liability Company
-and-**

MANFRED SPRENGER and spouse, PATRICIA SPRENGER

to and for the benefit of

**SMALL BUSINESS LOAN SOURCE LLC
a Nevada Limited Liability Company**

**THIS DOCUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:**

McCrary & Clark, L.L.P.
Attorneys at Law
3900 Essex Lane, Suite 620
Houston, Texas 77027



**MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF LEASES AND RENTS
AND FIXTURE FILING**

THIS MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, AND FIXTURE FILING (the "Mortgage") is made as of the 17th day of August, 2007, by **MS PRODUCTION SOLUTIONS LLC**, a South Carolina Limited Liability Company -and- **MANFRED SPRENGER** and spouse, **PATRICIA SPRENGER** ("Mortgagor") whose address is 233 Beverly Road, Greenville, South Carolina 29609, to and for the benefit of **SMALL BUSINESS LOAN SOURCE LLC**, a Nevada Limited Liability Company, its successors and assigns ("Mortgagee") whose address is 9801 Westheimer, Suite 1100, Houston, Texas 77042:

RECITALS :

(A) Mortgagee has agreed to loan to **MS PRODUCTION SOLUTIONS LLC**, a South Carolina Limited Liability Company dba Szabo Steel Fabricators, the principal amount of One Million Four Hundred Fifty-Seven Thousand and No/100 Dollars (\$1,457,000.00) (the "Loan"). The Loan shall be evidenced by a certain Promissory Note of even date herewith (as amended, restated or replaced from time to time, the "Note") made by **MS PRODUCTION SOLUTIONS LLC**, a South Carolina Limited Liability Company dba Szabo Steel Fabricators, ("Maker" or "Borrower" or "Mortgagor") payable to Mortgagee in the principal amount of the Loan and due on the date which is thirteen (13) years from date of Note (the "Maturity Date"), except as may be accelerated pursuant to the terms hereof or of the Note or any other Loan Document (as defined in the Note). The loan is made under **SBA Loan No. PLP 263-273-5006**. Mortgagor(s), Manfred Sprenger and Patricia Sprenger have personally guaranteed the Note.

(B) A condition precedent to Mortgagee's extension of the Loan to Mortgagor is the execution and delivery by Mortgagor of this Mortgage.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor agrees as follows:

Mortgagor hereby mortgages, grants, assigns, remises, releases, warrants and conveys to Mortgagee, its successors and assigns, and grants a security interest in, the following described property, rights and interests (referred to collectively herein as the "Premises"), all of which property, rights and interests are hereby pledged primarily and on a parity with the Real Estate (as defined below) and not secondarily:

THE REAL ESTATE is located in the State of South Carolina and legally described on Exhibit "A" attached hereto and made a part hereof (the "Real Estate");

TOGETHER WITH all improvements of every nature whatsoever now or hereafter situated on the Real Estate, and all fixtures and personal property of every nature whatsoever now or hereafter owned by Mortgagor and on, or used in connection with the Real Estate or the improvements thereon, or in connection with any construction thereon, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing and all of the right, title and interest of Mortgagor in and to any such personal property or fixtures together with the benefit of any deposits or payments now or hereafter made on such personal property or fixtures by Mortgagor or on its behalf (the "Improvements");

TOGETHER WITH all easements, rights of way, gores of real estate, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way now or hereafter belonging, relating or appertaining to the Real Estate, and the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law as well as in equity, of Mortgagor of, in and to the same;

TOGETHER WITH all rents, revenues, issues, profits, proceeds, income, royalties, "accounts," including "health-care-insurance receivables," escrows, letter-of-credit rights (each as defined in the Code hereinafter defined), security deposits, impounds, reserves, tax refunds and other rights to monies from the Premises and/or the businesses and operations conducted by Mortgagor thereon, to be applied against the Indebtedness (hereinafter defined); provided, however, that Mortgagor, so long as no Event of Default (as hereinafter defined) has occurred hereunder, may collect rent as it becomes due, but not more than one (1) month in advance thereof;

TOGETHER WITH all interest of Mortgagor in all leases now or hereafter on the Premises, whether written or oral (the "Leases"), together with all security therefor and all monies payable thereunder, subject, however, to the conditional permission hereinabove given to Mortgagor to collect the rentals under any such Lease;

TOGETHER WITH all fixtures and articles of personal property now or hereafter owned by Mortgagor and forming a part of or used in connection with the Real Estate or the Improvements, including, but without limitation, any and all air conditioners, antennae, appliances, apparatus, awnings, basins, bathtubs, bidets, boilers, bookcases, cabinets, carpets, coolers, curtains, dehumidifiers, disposals, doors, drapes, dryers, ducts, dynamos, elevators, engines, equipment, escalators, exercise equipment, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, lighting, machinery, motors, ovens, pipes, plumbing, pumps, radiators, ranges, recreational facilities, refrigerators, screens, security systems, shades, shelving, sinks, sprinklers, stokers, stoves, toilets, ventilators, wall coverings, washers, windows, window coverings, wiring, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to the Real Estate or the Improvements in any manner; it being mutually agreed that all of the aforesaid

property owned by Mortgagor and placed on the Real Estate or the Improvements, so far as permitted by law, shall be deemed to be fixtures, a part of the realty, and security for the Indebtedness (as hereinafter defined); notwithstanding the agreement hereinabove expressed that certain articles of property form a part of the realty covered by this Mortgage and be appropriated to its use and deemed to be realty, to the extent that such agreement and declaration may not be effective and that any of said articles may constitute goods (as said term is used in the Uniform Commercial Code of the State of South Carolina in effect from time to time (the "Code")), this instrument shall constitute a security agreement, creating a security interest in such goods, as collateral, in Mortgagee, as a secured party, and Mortgagor, as Debtor, all in accordance with the Code; and

TOGETHER WITH all of Mortgagor's interests in "general intangibles," including "payment intangibles" and "software" (each as defined in the Code) now owned or hereafter acquired and related to the Premises, including, without limitation, all of Mortgagor's right, title and interest in and to: (i) all agreements, licenses, permits and contracts to which Mortgagor is or may become a party and which relate to the Premises; (ii) all obligations and indebtedness owed to Mortgagor thereunder; (iii) all intellectual property related to the Premises; and (iv) all choses in action and causes of action relating to the Premises;

TOGETHER WITH all of Mortgagor's accounts now owned or hereafter created or acquired as relate to the Premises, including, without limitation, all of the following now owned or hereafter created or acquired by Mortgagor: (i) accounts, contract rights, health-care-insurance receivables, book debts, notes, drafts, and other obligations or indebtedness owing to the Mortgagor arising from the sale, lease or exchange of goods or other property and/or the performance of services; (ii) the Mortgagor's rights in, to and under all purchase orders for goods, services or other property; (iii) the Mortgagor's rights to any goods, services or other property represented by any of the foregoing; (iv) monies to become due to the Mortgagor under all contracts for the sale, lease or exchange of goods or other property and/or the performance of services including the right to payment of any interest or finance charges in respect thereto (whether or not yet earned by performance on the part of the Mortgagor); (v) "securities", "investment property," "financial assets," and "securities entitlements" (each as defined in the Code); and (vi) proceeds of any of the foregoing and all collateral security and guaranties of any kind given by any person or entity with respect to any of the foregoing; and all warranties, guarantees, permits and licenses in favor of Mortgagor with respect to the Premises;

TOGETHER WITH all proceeds of the foregoing, including, without limitation, all judgments, awards of damages and settlements hereafter made resulting from condemnation proceeds or the taking of the Premises or any portion thereof under the power of eminent domain, any proceeds of any policies of insurance, maintained with respect to the Premises or proceeds of any sale, option or contract to sell the Premises or any portion thereof.

TO HAVE AND TO HOLD the Premises, unto Mortgagee, its successors and assigns, forever, for the purposes and upon the uses herein set forth together with all right to possession of the Premises after the occurrence of any Event of Default; Mortgagor hereby RELEASING AND WAIVING all rights under and by virtue of the homestead exemption laws of the State of South Carolina.

FOR THE PURPOSE OF SECURING: (i) the payment of the Loan and all interest, late charges, LIBOR breakage charges (including any Make Whole Costs described in the Note) prepayment premium (if any), exit fee (if any), interest rate swap or hedge expenses (if any), reimbursement obligations, fees and expenses for letters of credit issued by Mortgagee for the benefit of Mortgagor, if any, and other indebtedness evidenced by or owing under the Note, any of the other Loan Documents, any interest rate swap or hedge agreement now or hereafter entered into between Mortgagor and Mortgagee and any application for letters of credit and master letter of credit agreement, together with any extensions, modifications, renewals or refinancings of any of the foregoing; (ii) the performance and observance of the covenants, conditions, agreements, representations, warranties and other liabilities and obligations of Mortgagor or any other obligor to or benefiting Mortgagee which are evidenced or secured by or otherwise provided in the Note, this Mortgage or any of the other Loan Documents; and (iii) the reimbursement to Mortgagee of any and all sums incurred, expended or advanced by Mortgagee pursuant to any term or provision of or constituting additional indebtedness under or secured by this Mortgage, any of the other Loan Documents, any interest rate swap or hedge agreement or any application for letters of credit and master letter of credit agreement, with interest thereon as provided herein or therein (collectively, the "Indebtedness").

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

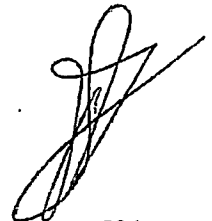
1. **Title.** Mortgagor represents, warrants and covenants that (a) Mortgagor is the holder of the fee simple title to the Premises, free and clear of all liens and encumbrances, except those liens and encumbrances in favor of Mortgagee and as otherwise described on **Exhibit "B"** attached hereto (the "Permitted Exceptions"); and (b) Mortgagor is lawfully seised of the estate and has legal power and authority to mortgage and convey the Premises.

2. **Maintenance, Repair, Restoration, Prior Liens, Parking.** Mortgagor covenants that, so long as any portion of the Indebtedness remains unpaid, Mortgagor will:

a. promptly repair, restore or rebuild any Improvements now or hereafter on the Premises which may become damaged or be destroyed to a condition substantially similar to the condition immediately prior to such damage or destruction, whether or not proceeds of insurance are available or sufficient for the purpose;

b. keep the Premises in good condition and repair, without waste, and free from mechanics', materialmen's or like liens or claims or other liens or claims for lien (subject to Mortgagor's right to contest liens as permitted by the terms of Paragraph 28 hereof);

c. pay when due the Indebtedness in accordance with the terms of the Note and the other Loan Documents and duly perform and observe all of the terms, covenants and conditions to be observed and performed by Mortgagor under the Note, this Mortgage and the other Loan Documents;



d. pay when due any indebtedness which may be secured by a permitted lien or charge on the Premises on a parity with, superior to or inferior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such lien to the Mortgagee (subject to Mortgagor's right to contest liens as permitted by the terms of Paragraph 28 hereof);

e. complete within a reasonable time any Improvements now or at any time in the process of erection upon the Premises;

f. comply with all requirements of law, municipal ordinances or restrictions and covenants of record with respect to the Premises and the use thereof;

g. obtain and maintain in full force and effect, and abide by and satisfy the material terms and conditions of, all material permits, licenses, registrations and other authorizations with or granted by any governmental authorities that may be required from time to time with respect to the performance of its obligations under this Mortgage;

h. make no material alterations in the Premises or demolish any portion of the Premises without Mortgagee's prior written consent, except as required by law or municipal ordinance;

i. suffer or permit no change in the use or general nature of the occupancy of the Premises, without the Mortgagee's prior written consent;

j. pay when due all operating costs of the Premises;

k. not initiate or acquiesce in any zoning reclassification with respect to the Premises, without Mortgagee's prior written consent;

l. provide and thereafter maintain adequate parking areas within the Premises as may be required by law, ordinance or regulation (whichever may be greater), together with any sidewalks, aisles, streets, driveways and sidewalk cuts and sufficient paved areas for ingress, egress and right-of-way to and from the adjacent public thoroughfares necessary or desirable for the use thereof; and

m. cause the Premises at all times to be operated in compliance with all federal, state, local and municipal environmental, health and safety laws, statutes, ordinances, rules and regulations.

3. Payment of Taxes and Assessments. Mortgagor will pay when due and before any penalty attaches; all general and special taxes, assessments, water charges, sewer charges, and other fees, taxes, charges and assessments of every kind and nature whatsoever (all herein generally called "Taxes"), whether or not assessed against Mortgagor, if applicable to the Premises or any interest therein, or the Indebtedness, or any obligation or agreement secured hereby, subject to Mortgagor's right to contest the same, as provided by the terms hereof; and

Mortgagor will, upon written request, furnish to the Mortgagee duplicate receipts therefor within ten (10) days after Mortgagee's request.

4. **Tax Deposits.** At Mortgagee's option, Mortgagor shall deposit with Mortgagee, on the first day of each month until the Indebtedness is fully paid, a sum equal to one-twelfth (1/12th) of one hundred five percent (105%) of the most recent ascertainable annual Taxes on the Premises. If requested by Mortgagee, Mortgagor shall also deposit with Mortgagee an amount of money which, together with the aggregate of the monthly deposits to be made pursuant to the preceding sentence as of one month prior to the date on which the next installment of annual Taxes for the current calendar year become due, shall be sufficient to pay in full such installment of annual Taxes, as estimated by Mortgagee. Such deposits are to be held without any interest and are to be used for the payment of Taxes next due and payable when they become due. So long as no Event of Default shall exist, Mortgagee shall, at its option, pay such Taxes when the same become due and payable (upon submission of appropriate bills therefor from Mortgagor) or shall release sufficient funds to Mortgagor for the payment thereof. If the funds so deposited are insufficient to pay any such Taxes for any year (or installments thereof, as applicable) when the same shall become due and payable, Mortgagor shall, within ten (10) days after receipt of written demand therefor, deposit additional funds as may be necessary to pay such Taxes in full. If the funds so deposited exceed the amount required to pay such Taxes for any year, the excess shall be applied toward subsequent deposits. Said deposits need not be kept separate and apart from any other funds of Mortgagee. Mortgagee, in making any payment hereby authorized relating to Taxes, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

5. **Mortgagee's Interest In and Use of Deposits.** Upon an Event of Default, Mortgagee may, at its option, apply any monies at the time on deposit pursuant to Paragraph 4 hereof to cure an Event of Default or to pay any of the Indebtedness in such order and manner as Mortgagee may elect. If such deposits are used to cure an Event of Default or pay any of the Indebtedness, Mortgagor shall immediately, upon demand by Mortgagee, deposit with Mortgagee an amount equal to the amount expended by Mortgagor from the deposits. When the Indebtedness has been fully paid, any remaining deposits shall be returned to Mortgagor. Such deposits are hereby pledged as additional security for the Indebtedness and shall not be subject to the direction or control of Mortgagor. Mortgagee shall not be liable for any failure to apply to the payment of Taxes any amount so deposited unless Mortgagor, prior to an Event of Default, shall have requested Mortgagee in writing to make application of such funds to the payment of such amounts, accompanied by the bills for such Taxes. Mortgagee shall not be liable for any act or omission taken in good faith or pursuant to the instruction of any party.

6. **Insurance.**

a. Mortgagor shall at all times keep all buildings, improvements, fixtures and articles of personal property now or hereafter situated on the Premises insured against loss or damage by fire and such other hazards as may reasonably be required by Mortgagee, in accordance with the terms, coverages and provisions described on Exhibit "C" attached

hereto and made apart hereof, and such other insurance as Mortgagee may from time to time reasonably require. Unless Mortgagor provides Mortgagee evidence of the insurance coverages required hereunder, Mortgagee may purchase insurance at Mortgagor's expense to cover Mortgagee's interest in the Premises. The insurance may, but need not, protect Mortgagor's interest. The coverages that Mortgagee purchases may not pay any claim that Mortgagor makes or any claim that is made against Mortgagor in connection with the Premises. Mortgagor may later cancel any insurance purchased by Mortgagee, but only after providing Mortgagee with evidence that Mortgagor has obtained insurance as required by this Mortgage. If Mortgagee purchases insurance for the Premises, Mortgagor will be responsible for the costs of such insurance, including, without limitation, interest and any other charges which Mortgagee may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to the Indebtedness. The cost of the insurance may be more than the cost of insurance Mortgagor may be able to obtain on its own.

b. Mortgagor shall not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained hereunder unless Mortgagee is included thereon as the loss payee or an additional insured as applicable, under a standard mortgage clause acceptable to Mortgagee and such separate insurance is otherwise acceptable to Mortgagee.

c. In the event of loss, Mortgagor shall give prompt notice thereof to Mortgagee, who, if such loss exceeds the lesser of ten percent (10%) of the Indebtedness or Five Hundred Thousand and No/100 Dollars (\$500,000.00) ("Threshold") shall have the sole, and absolute right to make proof of loss. If such loss exceeds the Threshold or if such loss is equal to or less than the Threshold and the conditions set forth in clauses (i), (ii) and (iii) of the immediately succeeding sentence are not satisfied, then Mortgagee, solely and directly shall receive such payment for loss from each insurance company concerned. If and only if (i) such loss is equal to or less than the Threshold, (ii) no Event of Default or event that with the passage of time, the giving of notice or both would constitute an Event of Default then exists, and (iii) Mortgagee determines that the work required to complete the repair or restoration of the Premises necessitated by such loss can be completed no later than six (6) months prior to the Maturity Date, then Mortgagee shall endorse to Mortgagor any such payment and Mortgagor may collect such payment directly. Mortgagee shall have the right, at its option and in its sole discretion, to apply any insurance proceeds received by Mortgagee pursuant to the terms of this paragraph, after the payment of all of Mortgagee's expenses, either (i) on account of the Indebtedness, irrespective of whether such principal balance is then due and payable, whereupon Mortgagee may declare the whole of the balance of Indebtedness, plus any Prepayment Premium/Exit Fee/Make Whole Costs (as defined in the Note, if any) to be due and payable, or (ii) to the restoration or repair of the property damaged as provided in subparagraph d below; provided, however, that Mortgagee hereby agrees to permit the application of such proceeds to the restoration or repair of the damaged property, subject to the provisions of subparagraph d below, if (i) after giving effect to any Leases which have been or could be terminated, the Debt Service Ratio described in Paragraph 37 below shall be satisfied, (i) Mortgagee has received satisfactory evidence that such restoration or

repair shall be completed no later than the date that is six (6) months prior to the Maturity Date, and (iii) no Event of Default, or event that, with the passage of time, the giving of notice or both would constitute an Event of Default, then exists. If insurance proceeds are made available to Mortgagor by Mortgagee as hereinafter provided, Mortgagor shall repair, restore or rebuild the damaged or destroyed portion of the Premises so that the condition and value of the Premises are substantially the same as the condition and value of the Premises prior to being damaged or destroyed. Any insurance proceeds applied on account of the unpaid principal balance of the Note shall be subject to the Prepayment Premium/Exit Fee/Make Whole Costs described in the Note, if any. In the event of foreclosure of this Mortgage, all right, title and interest of Mortgagor in and to any insurance policies then in force shall pass to the purchaser at the foreclosure sale.

d. If insurance proceeds are made available by Mortgagee to Mortgagor, Mortgagor shall comply with the following conditions:

i. Before commencing to repair, restore or rebuild following damage to, or destruction of, all or a portion of the Premises, whether by fire or other casualty, Mortgagor shall obtain from Mortgagee its approval of all site and building plans and specifications pertaining to such repair, restoration or rebuilding.

ii. Prior to each payment or application of any insurance proceeds to the repair or restoration of the improvements upon the Premises to the extent permitted in subparagraph c above (which payment or application may be made, at Mortgagee's option, through an escrow, the terms and conditions of which are satisfactory to Mortgagee and the cost of which is to be borne by Mortgagor), Mortgagee shall be satisfied as to the following:

(a) no Event of Default or any event which, with the passage of time or giving of notice would constitute an Event of Default, has occurred;

(b) either such Improvements have been fully restored or the expenditure of money as may be received from such insurance proceeds will be sufficient to repair, restore or rebuild the Premises, free and clear of all liens, claims and encumbrances, except the lien of this Mortgage and the Permitted Exceptions, or, if such insurance proceeds shall be insufficient to repair, restore and rebuild the Premises, Mortgagor has deposited with Mortgagee such amount of money which, together with the insurance proceeds shall be sufficient to restore, repair and rebuild the Premises; and

(c) prior to each disbursement of any such proceeds, Mortgagee shall be furnished with a statement of Mortgagee's architect (the cost of which shall be borne by Mortgagor), certifying the extent of the repair and restoration completed to the date thereof, and that such repairs, restoration, and rebuilding have been performed to date in conformity with

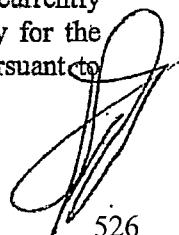
the plans and specifications approved by Mortgagee and with all statutes, regulations or ordinances (including building and zoning ordinances) affecting the Premises; and Mortgagee shall be furnished with appropriate evidence of payment for labor or materials furnished to the Premises, and total or partial lien waivers substantiating such payments.

iii. If Mortgagor shall fail to restore, repair or rebuild the Improvements within a time deemed satisfactory by Mortgagee, then Mortgagee, at its option, may (a) commence and perform all necessary acts to restore, repair or rebuild the said Improvements for or on behalf of Mortgagor, or (b) declare an Event of Default. If insurance proceeds shall exceed the amount necessary to complete the repair, restoration or rebuilding of the Improvements, such excess shall be applied on account of the Indebtedness irrespective of whether such Indebtedness is then due and payable without payment of any premium or penalty.

7. **Condemnation.** If all or any part of the Premises are damaged, taken or acquired, either temporarily or permanently, in any condemnation proceeding, or by exercise of the right of eminent domain, the amount of any award or other payment for such taking or damages made in consideration thereof, to the extent of the full amount of the remaining unpaid Indebtedness, is hereby assigned to Mortgagee, who is empowered to collect and receive the same and to give proper receipts therefor in the name of Mortgagor and the same shall be paid forthwith to Mortgagee. Such award or monies shall be applied on account of the Indebtedness, irrespective of whether such Indebtedness is then due and payable and, at any time from and after the taking Mortgagee may declare the whole of the balance of the Indebtedness, plus any Make Whole Costs, Prepayment Premium or Exit Fee to be due and payable. Notwithstanding the provisions of this paragraph to the contrary, if any condemnation or taking of less than the entire Premises occurs and provided that no Event of Default and no event or circumstance which with the passage of time, the giving of notice or both would constitute an Event of Default then exists, and if such partial condemnation, in the reasonable discretion of Mortgagee, has no material adverse effect on the operation or value of the Premises, then the award or payment for such taking or consideration for damages resulting therefrom may be collected and received by Mortgagor, and Mortgagee hereby agrees that in such event it shall not declare the Indebtedness to be due and payable, if it is not otherwise then due and payable.

8. **Stamp Tax.** If, by the laws of the United States of America, or of any state or political subdivision having jurisdiction over Mortgagor, any tax is due or becomes due in respect of the execution and delivery of this Mortgage, the Note or any of the other Loan Documents, Mortgagor shall pay such tax in the manner required by any such law. Mortgagor further agrees to reimburse Mortgagee for any sums which Mortgagee may expend by reason of the imposition of any such tax. Notwithstanding the foregoing, Mortgagor shall not be required to pay any income or franchise taxes of Mortgagee.

9. **Lease Assignment.** Mortgagor acknowledges that, concurrently herewith, Mortgagor has executed and delivered to Mortgagee, as additional security for the repayment of the Loan, an Assignment of Rents and Leases (the "Assignment") pursuant to



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which Mortgagor has assigned to Mortgagee interests in the leases of the Premises and the rents and income from the Premises. All of the provisions of the Assignment are hereby incorporated herein as if fully set forth at length in the text of this Mortgage. Mortgagor agrees to abide by all of the provisions of the Assignment. Regardless of the existence of a separate Assignment, Mortgagor hereby assigns to Mortgagee all right, title and interest in and to all rents, income, reimbursements, fees, deposits and other sums payable under any leaseholds affecting the property to the greatest extent permitted under Applicable Law.

10. Effect of Extensions of Time and Other Changes. If the payment of the Indebtedness or any part thereof is extended or varied, if any part of any security for the payment of the Indebtedness is released, if the rate of interest charged under the Note is changed or if the time for payment thereof is extended or varied, all persons now or at any time hereafter liable therefor, or interested in the Premises or having an interest in Mortgagor, shall be held to assent to such extension, variation, release or change and their liability and the lien and all of the provisions hereof shall continue in full force, any right of recourse against all such persons being expressly reserved by Mortgagee, notwithstanding such extension, variation, release or change.

11. Effect of Changes in Laws Regarding Taxation. If any law is enacted after the date hereof requiring (a) the deduction of any lien on the Premises from the value thereof for the purpose of taxation or (b) the imposition upon Mortgagee of the payment of the whole or any part of the Taxes, charges or liens herein required to be paid by Mortgagor, or (c) a change in the method of taxation of mortgages or debts secured by mortgages or Mortgagee's interest in the Premises, or the manner of collection of taxes, so as to affect this Mortgage or the Indebtedness or the holders thereof, then Mortgagor, upon demand by Mortgagee, shall pay such Taxes or charges, or reimburse Mortgagee therefor; provided, however, that Mortgagor shall not be deemed to be required to pay any income or franchise taxes of Mortgagee. Notwithstanding the foregoing, if in the opinion of counsel for Mortgagee it is or may be unlawful to require Mortgagor to make such payment or the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then Mortgagee may declare all of the Indebtedness to be immediately due and payable.

12. Mortgagee's Performance of Defaulted Acts and Expenses Incurred by Mortgagee.

If an Event of Default has occurred, Mortgagee may, but need not, make any payment or perform any act herein required of Mortgagor in any form and manner deemed expedient by Mortgagee and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or consent to any tax or assessment or cure any default of Mortgagor in any lease of the Premises. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and any other monies advanced by Mortgagee in regard to any tax referred to in Paragraph 8 above or to protect the Premises or the lien hereof, shall be so much additional Indebtedness, and shall become immediately due and payable by Mortgagor to Mortgagee, upon demand, and with interest thereon accruing from the date of such demand until paid at the Default Rate (as defined in the Note) then in effect. In addition to the foregoing, any costs, expenses and fees, including reasonable attorneys' fees, incurred by Mortgagee in connection

with (a) sustaining the lien of this Mortgage or its priority, (b) protecting or enforcing any of Mortgagee's rights hereunder, (c) recovering any Indebtedness, (d) any litigation or proceedings affecting the Note, this Mortgage, any of the other Loan Documents or the Premises, including without limitation, bankruptcy and probate proceedings, or (e) preparing for the commencement, defense or participation in any threatened litigation or proceedings affecting the Note, this Mortgage, any of the other Loan Documents or the Premises, shall be so much additional Indebtedness, and shall become immediately due and payable by Mortgagor to Mortgagee, upon demand, and with interest thereon accruing from the date of such demand until paid at the Default Rate. The interest accruing under this Paragraph 12 shall be immediately due and payable by Mortgagor to Mortgagee, and shall be additional Indebtedness evidenced by the Note and secured by this Mortgage. Mortgagee's failure to act shall never be considered as a waiver of any right accruing to Mortgagee on account of any Event of Default. Should any amount paid out or advanced by Mortgagee hereunder, or pursuant to any agreement executed by Mortgagor in connection with the Loan, be used directly or indirectly to payoff, discharge or satisfy, in whole or in part, any lien or encumbrance upon the Premises or any part thereof, then Mortgagee shall be subrogated to any and all rights, equal or superior titles, liens and equities, owned or claimed by any owner or holder of said outstanding liens, charges and indebtedness, regardless of whether said liens, charges and indebtedness are acquired by assignment or have been released of record by the holder thereof upon payment.

13. Security Agreement. Mortgagor and Mortgagee agree that this Mortgage shall constitute a Security Agreement within the meaning of the Code with respect to (a) all sums at any time on deposit for the benefit of Mortgagor or held by the Mortgagee (whether deposited by or on behalf of Mortgagor or anyone else) pursuant to any of the provisions of this Mortgage or the other Loan Documents, and (b) with respect to any personal property included in the granting clauses of this Mortgage, which personal property may not be deemed to be affixed to the Premises or may not constitute a "fixture" (within the meaning of the Code) (which property is herein referred to as the "Personal Property"), and all replacements of, substitutions for, additions to, and the proceeds thereof, and the "supporting obligations" (as defined in the Code) (all of said Personal Property and the replacements, substitutions and additions thereto and the proceeds thereof being sometimes hereinafter collectively referred to as the "Collateral"), and that a security interest in and to the Collateral is hereby granted to the Mortgagee, and the Collateral and all of Mortgagor's right, title and interest therein are hereby assigned to Mortgagee, all to secure payment of the Indebtedness. All of the provisions contained in this Mortgage pertain and apply to the Collateral as fully and to the same extent as to any other property comprising the Premises; and the following provisions of this Paragraph shall not limit the applicability of any other provision of this Mortgage but shall be in addition thereto:

a. Mortgagor (being the Debtor as that term is used in the Code) is and will be the true and lawful owner of the Collateral and has rights in and the power to transfer the Collateral, subject to no liens, charges or encumbrances other than the lien hereof, other liens and encumbrances benefiting Mortgagee and no other party, and liens and encumbrances, if any, expressly permitted by the other Loan Documents.

b. The Collateral is to be used by Mortgagor solely for business purposes.

that if the Collateral is affixed to real estate, such removal shall be subject to the conditions stated in the Code); and Mortgagee shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, until disposed of, or may propose to retain the Collateral subject to Mortgagor's right of redemption in satisfaction of Mortgagor's obligations, as provided in the Code. Mortgagee may render the Collateral unusable without removal and may dispose of the Collateral on the Premises. Mortgagee may require Mortgagor to assemble the Collateral and make it available to Mortgagee for its possession at a place to be designated by Mortgagee which is reasonably convenient to both parties. Mortgagee will give Mortgagor at least ten (10) days' notice of the time and place of any public sale of the Collateral or of the time after which any private sale or any other intended disposition thereof is made. The requirements of reasonable notice shall be met if such notice is mailed, by certified United States mail or equivalent, postage prepaid, to the address of Mortgagor hereinafter set forth at least ten (10) days before the time of the sale or disposition. Mortgagee may buy at any public sale. Mortgagee may buy at private sale if the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations. Any such sale may be held in conjunction with any foreclosure sale of the Premises. If Mortgagee so elects, the Premises and the Collateral may be sold as one lot. The net proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale, selling and the reasonable attorneys' fees and legal expenses incurred by Mortgagee, shall be applied against the Indebtedness in such order or manner as Mortgagee shall select. Mortgagee will account to Mortgagor for any surplus realized on such disposition.

g. The terms and provisions contained in this Paragraph 13, unless the context otherwise requires, shall have the meanings and be construed as provided in the Code.

h. This Mortgage is intended to be a financing statement within the purview of the Code with respect to the Collateral and the goods described herein, which goods are or may become fixtures relating to the Premises. The addresses of Mortgagor (Debtor) and Mortgagee (Secured Party) are hereinafter set forth. This Mortgage is to be filed for recording with the Recorder of Deeds of the county or counties where the Premises are located.

i. To the extent permitted by applicable law, the security interest created hereby is specifically intended to cover all Leases between Mortgagor or its agents as lessor, and various tenants named therein, as lessee, including all extended terms and all extensions and renewals of the terms thereof, as well as any amendments to or replacement of said Leases, together with all of the right, title and interest of Mortgagor, as lessor thereunder.

j. Mortgagor represents and warrants that:

i. Mortgagor is the record owner of the Premises;

c. The Collateral will be kept at the Real Estate and, except for Obsolete Collateral (as hereinafter defined), will not be removed therefrom without the consent of Mortgagee (being the Secured Party as that term is used in the Code). The Collateral may be affixed to the Real Estate but will not be affixed to any other real estate.

d. The only persons having any interest in the Premises are Mortgagor, Mortgagee and holders of interests, if any, expressly permitted hereby.

e. No Financing Statement (other than Financing Statements showing Mortgagee as the sole secured party, or with respect to liens or encumbrances, if any, expressly permitted hereby) covering any of the Collateral or any proceeds thereof is on file in any public office except pursuant hereto; and Mortgagor, at its own cost and expense, upon demand, will furnish to Mortgagee such further information and will execute and deliver to Mortgagee such financing statements and other documents in form satisfactory to Mortgagee and will do all such acts as Mortgagee may request at any time or from time to time or as may be necessary or appropriate to establish and maintain a perfected security interest in the Collateral as security for the Indebtedness, subject to no other liens or encumbrances, other than liens or encumbrances benefiting Mortgagee and no other party and liens and encumbrances (if any) expressly permitted hereby; and Mortgagor will pay the cost of filing or recording such financing statements or other documents, and this instrument, in all public offices wherever filing or recording is deemed by Mortgagee to be desirable. Mortgagor hereby irrevocably authorizes Mortgagee at anytime, and from time to time, to file in any jurisdiction any initial financing statements and amendments thereto that (i) indicate the Collateral as all assets of Mortgagor (or words of similar effect), regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the Uniform Commercial Code of the jurisdiction wherein such financing statement or amendment is filed, or as being of an equal or lesser scope or within greater detail, and (ii) contain any other information required by Section 5 of Article 9 of the Uniform Commercial Code of the jurisdiction wherein such financing statement or amendment is filed regarding the sufficiency or filing office acceptance of any financing statement or amendment, including whether Mortgagor is an organization, the type of organization and any organization identification number issued to Mortgagor, and in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates. Mortgagor agrees to furnish any such information to Mortgagee promptly upon request. Mortgagor further ratifies and affirms its authorization for any financing statements and/or amendments thereto, executed and filed by Mortgagee in any jurisdiction prior to the date of this Mortgage.

f. Upon an Event of Default hereunder, Mortgagee shall have the remedies of a secured party under the Code, including, without limitation, the right to take immediate and exclusive possession of the Collateral, or any part thereof, and for that purpose, so far as Mortgagor can give authority therefor, with or without judicial process, may enter (if this can be done without breach of the peace) upon any place which the Collateral or any part thereof may be situated and remove the same therefrom (provided

that if the Collateral is affixed to real estate, such removal shall be subject to the conditions stated in the Code); and Mortgagee shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, until disposed of, or may propose to retain the Collateral subject to Mortgagor's right of redemption in satisfaction of Mortgagor's obligations, as provided in the Code. Mortgagee may render the Collateral unusable without removal and may dispose of the Collateral on the Premises. Mortgagee may require Mortgagor to assemble the Collateral and make it available to Mortgagee for its possession at a place to be designated by Mortgagee which is reasonably convenient to both parties. Mortgagee will give Mortgagor at least ten (10) days' notice of the time and place of any public sale of the Collateral or of the time after which any private sale or any other intended disposition thereof is made. The requirements of reasonable notice shall be met if such notice is mailed, by certified United States mail or equivalent, postage prepaid, to the address of Mortgagor hereinafter set forth at least ten (10) days before the time of the sale or disposition. Mortgagee may buy at any public sale. Mortgagee may buy at private sale if the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations. Any such sale may be held in conjunction with any foreclosure sale of the Premises. If Mortgagee so elects, the Premises and the Collateral may be sold as one lot. The net proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale, selling and the reasonable attorneys' fees and legal expenses incurred by Mortgagee, shall be applied against the Indebtedness in such order or manner as Mortgagee shall select. Mortgagee will account to Mortgagor for any surplus realized on such disposition.

g. The terms and provisions contained in this Paragraph 13, unless the context otherwise requires, shall have the meanings and be construed as provided in the Code.

h. This Mortgage is intended to be a financing statement within the purview of the Code with respect to the Collateral and the goods described herein, which goods are or may become fixtures relating to the Premises. The addresses of Mortgagor (Debtor) and Mortgagee (Secured Party) are hereinafter set forth. This Mortgage is to be filed for recording with the Recorder of Deeds of the county or counties where the Premises are located.

i. To the extent permitted by applicable law, the security interest created hereby is specifically intended to cover all Leases between Mortgagor or its agents as lessor, and various tenants named therein, as lessee, including all extended terms and all extensions and renewals of the terms thereof, as well as any amendments to or replacement of said Leases, together with all of the right, title and interest of Mortgagor, as lessor thereunder.

j. Mortgagor represents and warrants that:

i. Mortgagor is the record owner of the Premises;



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ii. Mortgagor's/Borrower's executive office is located in the State of South Carolina;

iii. Mortgagor's/Borrower's state of formation is the State of South Carolina;

iv. Mortgagor's exact legal name is as set forth in the first paragraph of this Mortgage; and

v. Mortgagor's/Borrower's organizational identification number is 20-8906600.

k. Mortgagor agrees that:

i. Where Collateral is in the possession of a third party, Mortgagor will join with Mortgagee in notifying the third party of Mortgagee's interest and obtaining an acknowledgment from the third party that it is holding the Collateral for the benefit of Mortgagee;

ii. Mortgagor will cooperate with Mortgagee in obtaining control with respect to Collateral consisting of: deposit accounts, investment property, letter of credit rights and electronic chattel paper; and

iii. Until the Indebtedness is paid in full, Mortgagor will not change the state where it is located or change its name without giving Mortgagee at least thirty (30) days' prior written notice in each instance.

14. Restrictions on Transfer.

a. Mortgagor, without the prior written consent of Mortgagee, shall not effect, suffer or permit any Prohibited Transfer (as defined herein). Any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation (or any agreement to do any of the foregoing) of any of the following properties or interests shall constitute a "Prohibited Transfer":

i. The Premises or any part thereof or interest therein, excepting only sales or other dispositions of Collateral (herein called "Obsolete Collateral") no longer useful in connection with the operation of the Premises, provided that prior to the sale or other disposition thereto such Obsolete Collateral has been replaced by Collateral of at least equal value and utility which is subject to the lien hereof with the same priority as with respect to the Obsolete Collateral;

ii. Any shares of capital stock of a corporate Mortgagor, a corporation which is a general partner or managing member/manager in a partnership or

limited liability company Mortgagor, or a corporation which is the owner of substantially all of the capital stock of any corporation described in this subparagraph (other than the shares of capital stock of a corporate trustee or a corporation whose stock is publicly traded on a national securities exchange or on the National Association of Securities Dealers' Automated Quotation System);

iii. All or any part of the managing member or manager interest, as the case may be, in a limited liability company Mortgagor or a limited liability company which is a general partner of a partnership Mortgagor;

iv. All or any part of the general partner or joint venture interest, as the case may be, of a partnership Mortgagor or a partnership which is a manager of a limited liability company Mortgagor or the conversion of a partnership Mortgagor to a corporation or limited liability company; or

v. If there shall be any change in control (by way of transfers of stock, partnership or member interests or otherwise) in any partner, member, manager or shareholder, as applicable, which directly or indirectly controls the day to day operations and management of Mortgagor or Guarantor (as defined in the Note) and/or owns a controlling interest in Mortgagor or Guarantor;

in each case whether any such conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest, encumbrance or alienation is effected directly, indirectly (including the nominee agreement), voluntarily or involuntarily, by operation of law or otherwise; provided, however, that the foregoing provisions of this Paragraph 14 shall not apply (i) to liens securing the Indebtedness, (ii) to the lien of current taxes and assessments not in default, (iii) to any transfers of the Premises, or part thereof, or interest therein, or any beneficial interests, or shares of stock or partnership or joint venture interests, as the case may be, by or on behalf of an owner thereof who is deceased or declared judicially incompetent, to such owner's heirs, legatees, devisees, executors, administrators, estate or personal representatives, or (iv) to leases permitted by the terms of the Loan Documents, if any.

b. In determining whether or not to make the Loan, Mortgagee evaluated the background and experience of Mortgagor and its partners/members/officers in owning and operating property such as the Premises; found it acceptable and relied and continues to rely upon same as the means of maintaining the value of the Premises which is Mortgagee's security for the Note. Mortgagor and its partners/members/officers are well experienced in borrowing money and owning and operating property such as the Premises, were ably represented by a licensed attorney at law in the negotiation and documentation of the Loan and bargained at arm's length and without duress of any kind for all of the terms and conditions of the Loan, including this provision. Mortgagee recognizes that Mortgagee is entitled to keep its loan portfolio at current interest rates by either making new loans at such rates or collecting assumption fees and/or increasing the interest rate on a loan, the security for which is purchased by a party other than the original Mortgagor. Mortgagor further recognizes that any secondary junior financing

placed upon the Premises (a) may divert funds which would otherwise be used to pay the Note; (b) could result in acceleration and foreclosure by any such junior encumbrancer which would force Mortgagee to take measures and incur expenses to protect its security; (c) would detract from the value of the Premises should Mortgagee come into possession thereof with the intention of selling same; and (d) would impair Mortgagee's right to accept a deed in lieu of foreclosure, as a foreclosure by Mortgagee would be necessary to clear the title to the Premises. In accordance with the foregoing and for the purposes of (i) protecting Mortgagee's security, both of repayment and of value of the Premises; (ii) giving Mortgagee the full benefit of its bargain and contract with Mortgagor; (iii) allowing Mortgagee to raise the interest rate and collect assumption fees; and (iv) keeping the Premises free of subordinate financing liens, Mortgagor agrees that if this Paragraph 14 is deemed a restraint on alienation, that it is a reasonable one.

15. Single Asset Entity. If Mortgagor is a single asset entity at the time of execution hereof, Mortgagor shall not hold or acquire, directly or indirectly, any ownership interest (legal or equitable) in any real or personal property other than the Premises, or become a shareholder of or a member or partner in any entity which acquires any property other than the Premises, until such time as the Indebtedness has been fully repaid. Mortgagor's articles of incorporation, partnership agreement or operating agreement, as applicable, shall limit its purpose to the acquisition, operation, management and disposition of the Premises, and such purposes shall not be amended without the prior written consent of Mortgagee. Mortgagor covenants:

- a. To maintain its assets, accounts, books, records, financial statements, stationery, invoices, and checks separate from and not commingled with any of those of any other person or entity;
- b. To conduct its own business in its own name, pay its own liabilities out of its own funds, allocate fairly and reasonably any overhead for shared employees and office space, and to maintain an arm's length relationship with its affiliates;
- c. To hold itself out as a separate entity, correct any known misunderstanding regarding its separate identity, maintain adequate capital in light of its contemplated business operations, and observe all organizational formalities;
- d. Not to guarantee or become obligated for the debts of any other entity or person or hold out its credits as being available to satisfy the obligations of others, including not acquiring obligations or securities of its partners, members or shareholders;
- e. Not to pledge its assets for the benefit of any other entity or person or make any loans or advances to any person or entity;
- f. Not to enter into any contract or agreement with any party which is directly or indirectly controlling, controlled by or under common control with Mortgagor (an "Affiliate"), except upon terms and conditions that are intrinsically fair and

substantially similar to those that would be available on an arms-length basis with third parties other than any Affiliate;

g. Neither Mortgagor nor any constituent party of Mortgagor will seek the dissolution or winding up, in whole or in part, of Mortgagor, nor will Mortgagor merge with or be consolidated into any other entity;

h. Mortgagor has and will maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets from those of any constituent party of Mortgagor, Affiliate, any guarantor of the Note or any other person;

i. Mortgagor now has and will hereafter have no debts or obligations other than normal accounts payable in the ordinary course of business, this Mortgage, and the Loan; and any other indebtedness or other obligation of Mortgagor has been paid in full prior to or through application of proceeds from the funding of the Loan.

16. Events of Default; Acceleration. Each of the following shall constitute an "Event of Default" for purposes of this Mortgage:

a. Mortgagor fails to pay (i) any installment of principal or interest payable pursuant to the Note on the date when due, or (ii) any other amount payable to Lender under the Note, this Mortgage or any of the other Loan Documents within five (5) days after the date when any such payment is due in accordance with the terms hereof or thereof.

b. Mortgagor fails to perform or cause to be performed any other obligation or observe any other condition, covenant, term, agreement or provision required to be performed or observed by Mortgagor under the Note, this Mortgage or any of the other Loan Documents, subject to any notice provisions contained in the Note;

c. the existence of any inaccuracy or untruth in any material respect in any representation or warranty contained in this Mortgage or any of the other Loan Documents or of any statement or certification as to facts delivered to Mortgagee by Mortgagor or any guarantor of the Note as of the date given;

d. Mortgagor or any guarantor of the Note files a voluntary petition in bankruptcy or is adjudicated a bankrupt or insolvent or files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal, state, or other statute or law, or seeks or consents to or acquiesces in the appointment of any trustee, receiver or similar officer of Mortgagor or of all or any substantial part of the property of Mortgagor or any guarantor of the Note or any of the Premises or all or a substantial part of the assets of Mortgagor or any guarantor of the Note are attached, seized, subjected to a writ or distress warrant or are levied upon unless the same is released or located within thirty

(30) days;

e. the commencement of any involuntary petition in bankruptcy against Mortgagor or any guarantor of the Note or the institution against Mortgagor or any guarantor of the Note of any reorganization, arrangement, composition, readjustment, dissolution, liquidation or similar proceedings under any present or future federal, state or other statute or law, or the appointment of a receiver, trustee or similar officer for all or any substantial part of the property of Mortgagor or any guarantor of the Note which shall remain undismissed or undischarged for a period of sixty (60) days;

f. the dissolution, termination or merger of Mortgagor or any guarantor of the Note or the occurrence of the death or declaration of legal incompetency of any individual guarantor of the Note;

g. the occurrence of a Prohibited Transfer; or

h. the occurrence of an "Event of Default" under the Note or any of the other Loan Documents.

If an Event of Default occurs, Mortgagee may, at its option, declare the whole of the Indebtedness to be immediately due and payable without further notice to Mortgagor, with interest thereon accruing from the date of such Event of Default until paid at the Default Rate.

17. Foreclosure: Expense of Litigation.

a. When all or any part of the Indebtedness shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof for such Indebtedness or part thereof and/or exercise any right, power or remedy provided in this Mortgage or any of the other Loan Documents in accordance with South Carolina law.

b. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to the title as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Premises. All expenditures and expenses of the nature mentioned in this paragraph and such other expenses and fees as may be incurred in the enforcement of Mortgagor's obligations hereunder, the protection of said Premises and the maintenance of the lien of this Mortgage, including the reasonable fees of any attorney employed by Mortgagee in any litigation or proceeding affecting this Mortgage,

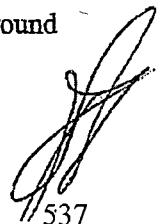
the Note, or the Premises, including probate and bankruptcy proceedings, or in preparations for the commencement or defense of any proceeding or threatened suit or proceeding shall be immediately due and payable by Mortgagor, with interest thereon until paid at the Default Rate and shall be secured by this Mortgage.

18. Application of Proceeds of Foreclosure Sale. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in accordance with South Carolina Law, unless otherwise specified therein, in such order as Mortgagee may determine in its sole and absolute discretion.

19. Appointment of Receiver. Upon or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed shall, upon petition by Mortgagee, appoint a receiver for the Premises in accordance with South Carolina Law. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the value of the Premises or whether the same shall be then occupied as a homestead or not and Mortgagee hereunder or any other holder of the Note may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of the Premises (i) during the pendency of such foreclosure suit, (ii) in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, and (iii) during any further times when Mortgagor, but for the intervention of such receiver, would be entitled to collect such rents, issues and profits. Such receiver also shall have all other powers and rights that may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during said period, including, to the extent permitted by law, the right to lease all or any portion of the Premises for a term that extends beyond the time of such receiver's possession without obtaining prior court approval of such lease. The court from time to time may authorize the application of the net income received by the receiver in payment of (a) the Indebtedness, or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale, and (b) any deficiency upon a sale and deficiency.

20. Mortgagee's Right of Possession in Case of Default. At any time after an Event of Default has occurred, Mortgagor shall, upon demand of Mortgagee, surrender to Mortgagee possession of the Premises. Mortgagee, in its discretion, may, with process of law, enter upon and take and maintain possession of all or any part of the Premises, together with all documents, books, records, papers and accounts relating thereto, and may exclude Mortgagor and its employees, agents or servants therefrom, and Mortgagee may then hold, operate, manage and control the Premises, either personally or by its agents. Mortgagee shall have full power to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or security of the avails, rents, issues, and profits of the Premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress for rent. Without limiting the generality of the foregoing, Mortgagee shall have full power to:

- a. cancel or terminate any lease or sublease for any cause or on any ground which would entitle Mortgagor to cancel the same;



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b. subject to the rights of tenants, elect to disaffirm any lease or sublease which is then subordinate to the lien hereof;

c. extend or modify any then existing leases and to enter into new leases, which extensions, modifications and leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the Maturity Date and beyond the date of the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor and all persons whose interests in the Premises are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the Indebtedness, satisfaction of any foreclosure judgment, or issuance of any certificate of sale or deed to any purchaser;

d. make any repairs, renewals, replacements, alterations, additions, betterments and improvements to the Premises as Mortgagee deems are necessary;

e. use, operate, manage, control, insure, maintain, repair, restore and otherwise deal with all and every part of the Premises and conduct the business thereupon;

f. exercise all rights and powers of Mortgagor with respect to the Premises, whether in the name of Mortgagor or otherwise;

g. insure and reinsure the Premises and all risks incidental to Mortgagee's possession, operation and management thereof; and

h. receive all of such avails, rents, issues and profits.

21. Application or Income Received by Mortgagee. Mortgagee, in the exercise of the rights and powers hereinabove conferred upon it, shall have full power to use and apply the avails, rents, issues and profits of the Premises to the payment of or on account of the following, in such order as Mortgagee may determine:

a. to the payment of the operating expenses of the Premises, including cost of management and leasing thereof (which shall include compensation to Mortgagee and its agent or agents, if management be delegated to an agent or agents, and shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), established claims for damages, if any, and premiums on insurance hereinabove authorized;

b. to the payment of taxes and special assessments now due or which may hereafter become due on the Premises; and

c. to the payment of any Indebtedness, including any deficiency which may result from any foreclosure sale.

22. Additional South Carolina Remedies; Compliance with South Carolina Law. Mortgagee shall have the following rights and remedies, which shall be in addition to, and not in limitation of, any other rights and remedies contained in this Mortgage.

a. Mortgagee may institute proceedings to foreclose this Mortgage, in which case the Premises or any interest therein may be sold for cash or upon credit in one or more parcels or in several interests or portions and in any order or manner;

b. With or without entry, to the extent permitted and pursuant to the procedures provided by applicable law, Mortgagee may institute proceedings for the partial foreclosure of this Mortgage for the portion of the Indebtedness then due and payable, subject to the continuing lien of this Mortgage for the balance of the Indebtedness not then due;

c. Mortgagee may institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained herein or in any of the other Loan Documents;

d. Mortgagee may recover judgment on the Note either before, during or after any proceedings for the enforcement of this Mortgage;

e. Mortgagee may pursue such other rights and remedies as may then be available at law and in equity. To the extent permitted presently or in the future by South Carolina laws, Mortgagee may institute a proceeding or proceedings, judicial or nonjudicial, by advertisement or otherwise, for the complete or partial foreclosure of this Mortgage or the complete or partial sale of the Premises under a power of sale, which power is hereby granted to Mortgagee;

f. In the event of a sale, by foreclosure or otherwise, of less than all of the Premises, this Mortgage shall continue as a lien on the remaining portion of the Premises;

g. Upon the completion of any sale or sales made under or by virtue of this Mortgage, an officer of any court or other authorized person empowered to do so shall execute and deliver to the purchaser or purchasers a good and sufficient instrument, or good and sufficient instruments, conveying, assigning and transferring all estate, right, title and interest in and to the property and rights sold. Such officer or other authorized person is hereby irrevocably appointed the true and lawful attorney of Mortgagor, in its name and stead, to make all necessary conveyances, assignments, transfers and deliveries of the Premises and rights so sold, and for that purpose, may execute all necessary instruments of conveyance, assignment and transfer, and may substitute one or more persons with like power, Mortgagor hereby ratifying and confirming all that such officer

or other authorized person shall lawfully do by virtue hereof. Any such sale or sales made under or by virtue of this Mortgage pursuant to any judicial proceedings or any judgment or decree of foreclosure and sale, shall operate to divest all the estate, right, title, interest, claim and demand whatsoever, whether at law or in equity, of Mortgagor in and to the properties and rights so sold, and shall be a perpetual bar both at law and in equity against Mortgagor and against any and all persons claiming or who may claim the same, or any part thereof from, through or under Mortgagor;

h. Upon any sale made under or by virtue of this Mortgage, pursuant to any judicial proceedings or any judgment or decree of foreclosure and sale, Mortgagee may bid for and acquire the Premises or any part thereof and, in lieu of paying cash therefor, may make settlement for the purchase price by crediting upon the Indebtedness the net sales price after deducting therefrom, to the extent allowed by applicable law, the expenses of the sale and costs of the action and any other sums which Mortgagee is authorized to deduct under this Mortgage;

i. No recovery of any judgment by Mortgagee and no levy of an execution under any judgment upon the Premises or upon any other property of Mortgagor shall affect in any manner or to any extent the lien of this Mortgage upon the Premises or any part thereof, or any liens, rights, powers or remedies of Mortgagee hereunder, but such liens, rights, powers and remedies of Mortgagee shall continue unimpaired as before;

j. Mortgagee may release, regardless of consideration and without the necessity, for any notice to or a consent by any person or entity, any part of the Premises without, as to the remainder, in any way impairing, affecting, subordinating or releasing the lien or security interests created in or evidenced by this Mortgage or the other Loan Documents or their stature as a first and prior lien and security interests in and to the Premises. For payment of the Indebtedness, Mortgagee may resort to any security in such order and manner as Mortgagee may elect;

k. Without limiting the generality of the foregoing, all expenses incurred by Mortgagee incurred in connection with the enforcement of any obligations of Mortgagor hereunder or in any of the other Loan Documents, whether incurred before or after any decree or judgment of foreclosure, shall be added to the Indebtedness and/or by the judgment of foreclosure;

l. If any provision of this Mortgage shall grant to Mortgagee (including Mortgagee acting as a mortgagee-in-possession) or a receiver appointed pursuant to the provisions of Paragraph 19 of this Mortgage any powers, rights or remedies prior to, upon or following the occurrence of an Event of Default which are more limited than the powers, rights or remedies that would otherwise be vested in Mortgagee or in such receiver under South Carolina law in the absence of said provision. Mortgagee and such receiver shall be vested with the powers, rights and remedies granted in South Carolina Law to the full extent permitted by law;



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m. If any provision in this Mortgage shall be inconsistent with any provision of South Carolina law, provisions of South Carolina law shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with South Carolina law.

23. Rights Cumulative. Each right, power and remedy herein conferred upon Mortgagee is cumulative and in addition to every other right, power or remedy, express or implied, given now or hereafter existing under any of the Loan Documents or at law or in equity, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by Mortgagee, and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy, and no delay or omission of Mortgagee in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any Event of Default or acquiescence therein.

24. Mortgagee's Right of Inspection. Mortgagee and its representatives shall have the right to inspect the Premises and the books and records with respect thereto at all reasonable times upon not less than twenty-four (24) hours prior notice to Mortgagor, and access thereto, subject to the rights of tenants in possession, shall be permitted for that purpose.

25. Release Upon Payment and Discharge of Mortgagor's Obligations. Mortgagee shall release this Mortgage and the lien hereof by proper instrument upon payment and discharge of all Indebtedness, including payment of all reasonable expenses incurred by Mortgagee in connection with the execution of such release.

26. Notices. Any notices, communications and waivers under this Mortgage shall be in writing and shall be (i) delivered in person, (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (iii) by overnight express carrier addressed in each case as follows:

To Mortgagee:

Small Business Loan Source LLC
9801 Westheimer, Suite 1100
Houston, Texas 77042
Attention: Ms. Threasa Horton

With a copy to:

McCrary & Clark, L.L.P.
Attorneys at Law
3900 Essex Lane, Suite 620
Houston, Texas 77027



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To Mortgagor:

MS PRODUCTION SOLUTIONS LLC
Manfred Sprenger and Patricia Sprenger
233 Beverly Road
Greenville, SC 29609

or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this Paragraph shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by overnight, express carrier, then on the next federal banking day immediately following the day sent, or (iii) if sent by registered or certified mail, then on the earlier of the third federal banking day following the day sent or when actually received.

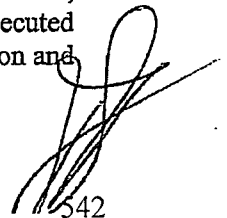
27. Waiver of Rights. The Mortgagor hereby covenants and agrees that it will not at any time insist upon or plead, or in any manner claim or take any advantage of, any stay, exemption or extension law or any so-called "Moratorium Law" now or at any time hereafter in force providing for the valuation or appraisal of the Premises, or any part thereof, prior to any sale or sales thereof to be made pursuant to any provisions herein contained, or to decree, judgment or order of any court of competent jurisdiction; or, after such sale or sales, claim or exercise any rights under any statute now or hereafter in force to redeem the property so sold, or any part thereof, or relating to the marshalling thereof, upon foreclosure sale or other enforcement hereof; and without limiting the foregoing:

a. The Mortgagor hereby expressly waives any and all rights of reinstatement and redemption, if any, under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person, it being the intent hereof that any and all such rights of reinstatement and redemption of the Mortgagor and of all other persons are and shall be deemed to be hereby waived to the full extent permitted by South Carolina law;

b. The Mortgagor will not invoke or utilize any such law or laws or otherwise hinder, delay or impede the execution of any right, power remedy herein or otherwise granted or delegated to the Mortgagee but will suffer and permit the execution of every such right, power and remedy as though no such law or laws had been made or enacted; and

c. If the Mortgagor is a trustee, Mortgagor represents that the provisions of this paragraph (including the waiver of reinstatement and redemption rights) were made at the express direction of Mortgagor's beneficiaries and the persons having the power of direction over Mortgagor, and are made on behalf of the trust estate of Mortgagor and all beneficiaries of Mortgagor, as well as all other persons mentioned above.

28. Contests. Notwithstanding anything to the contrary herein contained, Mortgagor shall have the right to contest by appropriate legal proceedings diligently prosecuted any Taxes imposed or assessed upon the Premises or which may be or become a lien thereon and



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any mechanics', materialmen's or other liens or claims for lien upon the Premises (all herein called "Contested Liens"), and no Contested Liens shall constitute an Event of Default hereunder, if, but only if:

a. Mortgagor shall forthwith give notice of any Contested Lien to Mortgagee at the time the same shall be asserted;

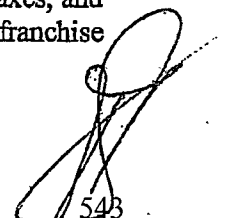
b. Mortgagor shall either pay under protest or deposit with Mortgagee the full amount (herein called "Lien Amount") of such Contested Lien, together with such amount as Mortgagee may reasonably estimate as interest or penalties which might arise during the period of contest; provided that in lieu of such payment Mortgagor may furnish to Mortgagee a bond or title indemnity in such amount and form, and issued by a bond or title insuring company, as may be satisfactory to Mortgagee;

c. Mortgagor shall diligently prosecute the contest of any Contested Lien by appropriate legal proceedings having the effect of staying the foreclosure or forfeiture of the Premises, and shall permit Mortgagee to be represented in any such contest and shall pay all expenses incurred, in so doing, including fees and expenses of Mortgagee's counsel (all of which shall constitute so much additional Indebtedness bearing interest at the Default Rate until paid, and payable upon demand);

d. Mortgagor shall pay such Contested Lien and all Lien Amounts together with interest and penalties thereon (i) if and to the extent that any such Contested Lien shall be determined adverse to Mortgagor, or (ii) forthwith upon demand by Mortgagee if, in the opinion of Mortgagee, and notwithstanding any such contest, the Premises shall be in jeopardy or in danger of being forfeited or foreclosed; provided that if Mortgagor shall fail so to do, Mortgagee may, but shall not be required to, pay all such Contested Liens and Lien Amounts and interest and penalties thereon and such other sums as may be necessary in the judgment of the Mortgagee to obtain the release and discharge of such liens; and at any amount expended by Mortgagee in so doing shall be so much additional Indebtedness bearing interest at the Default Rate until paid, and payable upon demand; and provided further that Mortgagee may in such case use and apply monies deposited as provided in subsection (b) above and may demand payment upon any bond or title indemnity furnished as aforesaid.

29. Expenses Relating to Note and Mortgage.

a. Mortgagor will pay all expenses, charges, costs and fees relating to the Loan or necessitated by the terms of the Note, this Mortgage or any of the other Loan Documents, including without limitation, Mortgagee's reasonable attorneys' fees in connection with the negotiation, documentation, administration, servicing and enforcement of the Note, this Mortgage and the other Loan Documents, all filing, registration and recording fees and taxes, all other expenses incident to the execution and acknowledgment of this Mortgage and all federal, state, county and municipal taxes, and other taxes (provided Mortgagor shall not be required to pay any income or franchise



taxes of Mortgagee), duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of the Note and this Mortgage. Mortgagor recognizes that, during the term of this Mortgage, Mortgagee:

i. May be involved in court or administrative proceedings, including, without restricting the foregoing, foreclosure, probate, bankruptcy, creditors' arrangements, insolvency, housing authority and pollution control proceedings of any kind, to which Mortgagee shall be a party by reason of the Loan Documents or in which the Loan Documents or the Premises are involved directly or indirectly;

ii. May make preparations following the occurrence of (an Event of Default hereunder for the commencement of any suit for the foreclosure hereof), which may or may not be actually commenced;

iii. May make preparations following the occurrence of an Event of Default hereunder for, and do work in connection with, Mortgagee's taking possession of and managing the Premises, which event may or may not actually occur;

iv. May make preparations for and commence other private or public actions to remedy an Event of Default hereunder, which other actions may or may not be actually commenced;

v. May enter into negotiations with Mortgagor or any of its agents, employees or attorneys in connection with the existence or curing of any Event of Default hereunder, the sale of the Premises, the assumption of liability for any of the Indebtedness or the transfer of the Premises in lieu of foreclosure; or

vi. May enter into negotiations with Mortgagor or any of its agents, employees or attorneys pertaining to Mortgagee's approval of actions taken or proposed to be taken by Mortgagor which approval is required by the terms of this Mortgage.

b. All expenses, charges, costs and fees described in this Paragraph 29 shall be so much additional Indebtedness, shall bear interest from the date so incurred until paid at the Default Rate and shall be paid, together with said interest, by Mortgagor forthwith upon demand.

30. Financial Statements. Mortgagor represents and warrants that the financial statements for Mortgagor and the Premises previously submitted to Mortgagee are true complete and correct in all material respects, disclose all actual and contingent liabilities of Mortgagor or relating to the Premises and do not contain any untrue statement of a material fact, or omit to state a fact material to such financial statements. No material adverse change has occurred in the financial condition of Mortgagor or the Premises from the dates of said financial

statements until the date hereof. Mortgagor shall furnish to Mortgagee such financial information regarding Mortgagor, its constituent partners or members, as the case may be, the Premises and any guarantor of the Note as Mortgagee may from time to time reasonably request, which shall include, without any further request therefor, (i) semi-annual financial statements for the Premises including a balance sheet, statement of income and rent roll for the Premises (if applicable), no later than thirty (30) days after the end of each calendar quarter of each year, all in form, scope and detail satisfactory to Mortgagee and certified by the chief financial officer or other appropriate officer, partner or member of Mortgagor, and (ii) annual reviewed financial statements for Mortgagor and the Premises and annual financial statements for any guarantor of the Note certified by such guarantor to be true, correct and complete, in each case, no later than ninety (90) days after the end of each year, together with an unqualified accountant's opinion in a form satisfactory to Mortgagee and an operating budget for the Premises for the next year. Such statements shall also include a calculation of Operating Cash Flow and Debt Service (as such terms are defined in Paragraph 37 below) for the quarter to which they apply and shall be certified by Mortgagor.

31. Statement of Indebtedness. Mortgagor, within seven days after being so requested by Mortgagee, shall furnish a duly acknowledged written statement setting forth the amount of the debt secured by this Mortgage, the date to which interest has been paid and stating either that no offsets or defenses exist against such debt or, if such offsets or defenses are alleged to exist, the nature thereof.

32. Further Instruments. Upon request of Mortgagee, Mortgagor shall execute, acknowledge and deliver all such additional instruments and further assurances of title and shall do or cause to be done all such further acts and things as may reasonably be necessary fully to effectuate the intent of this Mortgage and of the other Loan Documents.

33. Additional Indebtedness Secured. All persons and entities with any interest in the Premises or about to acquire any such interest should be aware that this Mortgage secures more than the stated principal amount of the Note and interest thereon; this Mortgage secures any and all other amounts which may become due under the Note or any other document or instrument evidencing, securing or otherwise affecting the Indebtedness, including, without limitation, any and all amounts expended by Mortgagee to operate, manage or maintain the Premises or to otherwise protect the Premises or the lien of this Mortgage.

34. Indemnity. Mortgagor hereby covenants and agrees that no liability shall be asserted or enforced against Mortgagee in the exercise of the rights and powers granted to Mortgagee in this Mortgage, and Mortgagor hereby expressly waives and releases any such liability. Mortgagor shall indemnify and save Mortgagee harmless from and against any and all liabilities, obligations, losses, damages, claims, costs and expenses (including reasonable attorneys' fees and court costs) (collectively, "Claims") of whatever kind or nature which may be imposed on, incurred by or asserted against Mortgagee at any time by any third party which relate to or arise from: (a) any suit or proceeding (including probate and bankruptcy proceedings), or the threat thereof, in or to which Mortgagee may or does become a party, either as plaintiff or as a defendant, by reason of this Mortgage or for the purpose of protecting the lien of this Mortgage; (b) the offer for sale or sale of all or any portion of the Premises; and (c) the

ownership, leasing, use, operation or maintenance of the Premises, if such Claims relate to or arise from actions taken prior to the surrender of possession of the Premises to Mortgagee in accordance with the terms of this Mortgage; provided, however, that Mortgagor shall not be obligated to indemnify or hold Mortgagee harmless from and against any Claims directly arising from the gross negligence or willful misconduct of Mortgagee. All costs provided for herein and paid for by Mortgagee shall be so much additional Indebtedness and shall become immediately due and payable upon demand by Mortgagee and with interest thereon from the date incurred by Mortgagee until paid at the Default Rate.

35. Subordination of Property Manager's Lien. Any property management agreement for the Premises entered into hereafter with a property manager shall contain a provision whereby the property manager agrees that any and all mechanics' lien rights that the property manager or anyone claiming by, through or under the property manager may have in the Premises shall be subject and subordinate to the lien of this Mortgage and shall provide that Mortgagee may terminate such agreement at any time after the occurrence of an Event of Default hereunder. Such property management agreement or a short form thereof, at Mortgagee's request, shall be recorded with the Recorder of Deeds of the county where the Premises are located. In addition, if the property management agreement in existence as of the date hereof does not contain a subordination provision, Mortgagor shall cause the property manager under such agreement to enter into a subordination of the management agreement with Mortgagee, in recordable form, whereby such property manager subordinates present and future lien rights and those of any party claiming by, through or under such property manager to the lien of this Mortgage.

36. Compliance with Environmental Laws. Mortgagor acknowledges that concurrently herewith Mortgagor has executed and delivered to Mortgagee an Environmental Indemnity Agreement (the "Indemnity") pursuant to which Mortgagor and Guarantor (as defined in the Note) have fully indemnified Mortgagee for certain environmental matters concerning the Premises, as more particularly described therein. The provisions of the Indemnity are hereby incorporated herein and this Mortgage shall secure the obligations of Mortgagor thereunder. Mortgagor agrees to abide by all of the provisions of the Indemnity.

37. Miscellaneous.

a. Successors and Assigns. This Mortgage and all provisions hereof shall be binding upon and enforceable against Mortgagor and its assigns and other successors. This Mortgage and all provisions hereof shall inure to the benefit of Mortgagee, its successors and assigns and any holder or holders, from time to time, of the Note.

b. Invalidity of Provisions; Governing Law. In the event that any provision of this Mortgage is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, Mortgagor and Mortgagee shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Mortgage and the validity and enforceability of the remaining provisions, or portions or

applications thereof, shall not be affected thereby and shall remain in full force and effect. This Mortgage is to be construed in accordance with and governed by the laws of the State of South Carolina.

c. **Municipal Requirements.** Mortgagor shall not by act or omission permit any building or other improvement on the Premises not subject to the lien of this Mortgage to rely on the Premises or any part thereof or any interest therein to fulfill any municipal or governmental requirement, and Mortgagor hereby assigns to Mortgagee any and all rights to give consent for all or any portion of the Premises or any interest therein to be so used. Similarly, no building or other improvement on the Premises shall rely on any premises not subject to the lien of this Mortgage or any interest therein to fulfill any governmental or municipal requirement. Any act or omission by Mortgagor which would result in a violation of any of the provisions of this subparagraph shall be void.

d. **Rights of Tenants.** Mortgagee shall have the right and option to commence a civil action to foreclose this Mortgage and to obtain a decree of foreclosure and sale subject to the rights of any tenant or tenants of the Premises having an interest in the Premises prior to that of Mortgagee. The failure to join any such tenant or tenants of the Premises as party defendant or defendants in any such civil action or the failure of any decree of foreclosure and sale to foreclose their rights shall not be asserted by Mortgagor as a defense in any civil action instituted to collect the Indebtedness, or any part thereof or any deficiency remaining unpaid after foreclosure and sale of the Premises, any statute or rule of law at any time existing to the contrary notwithstanding.

e. **Option of Mortgagee to Subordinate.** At the option of Mortgagee, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or any condemnation or eminent domain award) to any and all leases of all or any part of the Premises upon the execution by Mortgagee of a unilateral declaration to that effect and the recording thereof in the Office of the Recorder of Deeds in and for the county wherein the Premises are situated.

f. **Mortgagee In Possession.** Nothing herein contained shall be construed as constituting Mortgagee a mortgagee in possession in the absence of the actual taking of possession of the Premises by Mortgagee pursuant to this Mortgage.

g. **Relationship of Mortgagee and Mortgagor.** Mortgagee shall in no event be construed for any purpose to be a partner, joint venturer, agent or associate of Mortgagor or of any lessee, operator, concessionaire or licensee of Mortgagor in the conduct of their respective businesses, and, without limiting the foregoing, Mortgagee shall not be deemed to be such partner, joint venturer, agent or associate on account of Mortgagee becoming a mortgagee in possession or exercising any rights pursuant to this Mortgage, any of the other Loan Documents, or otherwise. The relationship of Mortgagor and Mortgagee hereunder is solely that of debtor/creditor.

h. **Time of the Essence.** Time is of the essence of the payment by

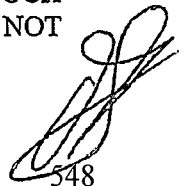
Mortgagor of all amounts due and owing to Mortgagee under the Note and the other Loan Documents and the performance and observance by Mortgagor of all terms, conditions, obligations and agreements contained in this Mortgage and the other Loan Documents.

i. **No Merger.** The parties hereto intend that the Mortgage and the lien hereof shall not merge in fee simple title to the Premises, and if Mortgagee acquires any additional or other interest in or to the Premises or the ownership thereof, then, unless a contrary intent is manifested by Mortgagee as evidenced by an express statement to that effect in an appropriate document duly recorded, this Mortgage and the lien hereof shall not merge in the fee simple title and this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

j. **Maximum Indebtedness.** Notwithstanding anything contained herein to the contrary, the total amount of the Indebtedness secured hereby represented by the Note may increase or decrease from time to time, but at no time shall the total principal amount of the Indebtedness represented by the Note secured hereby exceed the maximum secured amount of One Million Four Hundred Fifty-Seven Thousand and NO/100 Dollars (\$1,457,000.00), which shall be the last dollar of principal Indebtedness paid. The foregoing dollar limitation shall apply only to principal and shall not apply to the other portions of the Indebtedness, including, but not limited to, interest and sums expended or incurred for the protection of security or for the enforcement of rights and remedies. In no event shall Mortgagee be obligated to advance funds in excess of the face amount of the Note.

k. **Consent to Jurisdiction.** TO INDUCE MORTGAGEE TO ACCEPT THE NOTE, MORTGAGOR IRREVOCABLY AGREES THAT, SUBJECT TO MORTGAGEE'S SOLE AND ABSOLUTE ELECTION, ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THIS MORTGAGE WILL BE LITIGATED IN COURTS HAVING SITUS IN SOUTH CAROLINA. MORTGAGOR HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY COURT LOCATED WITHIN SOUTH CAROLINA, WAIVES PERSONAL SERVICE OF PROCESS UPON MORTGAGOR, AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL DIRECTED TO MORTGAGOR AT THE ADDRESS STATED HEREIN AND SERVICE SO MADE WILL BE DEEMED TO BE COMPLETED UPON ACTUAL RECEIPT.

l. **Waiver of Jury Trial.** MORTGAGOR AND MORTGAGEE (BY ACCEPTANCE HEREOF), HAVING BEEN REPRESENTED BY COUNSEL EACH KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (a) UNDER THIS MORTGAGE OR ANY RELATED AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS MORTGAGE OR (b) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS MORTGAGE, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT



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BEFORE A JURY. MORTGAGOR AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST MORTGAGEE OR ANY OTHER PERSON INDEMNIFIED UNDER THIS MORTGAGE ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

m. **Complete Agreement.** This Mortgage, the Note and the other Loan Documents constitute the complete agreement between the parties with respect to the subject matter hereof and the Loan Documents may not be modified, altered or amended except by an agreement in writing signed by both Mortgagor and Mortgagee.

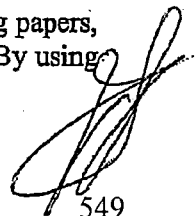
n. **Intentionally Deleted.**

o. **Foreclosure by Power of Sale.** If permitted under the laws of the State where the property is situated, Borrower/Mortgagor hereby grants to Mortgagee the right to foreclose this Mortgage by power of sale pursuant to applicable law. If Lender elects to foreclose by power of sale, Lender shall give notice in the manner required by applicable law to Borrower and any other person entitled to notice pursuant to applicable law.

p. **Waiver of Appraisement.** In any judicial action to foreclose this Mortgage, appraisement of the Mortgaged Property is hereby waived, or not waived, at Lender's option, which option shall be exercised at the time a written judgment is signed by the court, or at any time prior thereto. The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within 30 days after the sale of the Mortgaged Property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. TO THE EXTENT PERMITTED BY LAW, THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY. This waiver shall not apply so long as the Mortgaged Property is used as a dwelling place as defined in Sec. 12-37-250 of the South Carolina Code.

38. **SBA Loan.** This provision shall apply if the loan secured hereby is guaranteed, in whole or in part, by the United States Small Business Administration. The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

- a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.
- b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using



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these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

39. No Claim of Credit for Taxes. Mortgagor will not make deduction from or claim credit on the principal or interest secured by this Mortgage by reason of any governmental taxes, assessments or charges. Mortgagor will not claim any deduction from the taxable value of the Premises by reason of this Mortgage.

40. HOMESTEAD WAIVER. Mortgagor/Borrower waives all rights of homestead exemption in the Mortgaged Property to the extent allowed by Applicable Law.

41. Adjustable Rate Loan. The Note secured hereby contains provisions for an adjustable interest rate as more fully set forth in said Note and incorporated herein for all purposes.

42. Commercial Purposes. The Loan is for commercial/business purposes and not for any personal, household or consumer purpose.

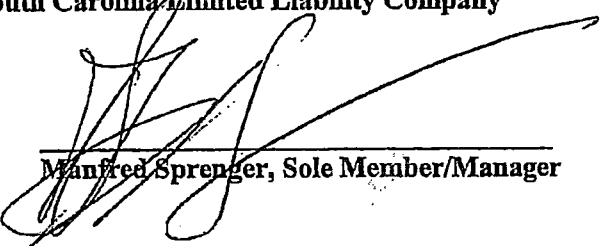
43. Purchase Money Mortgage. (As to Tract I): This Mortgage is given, at least in part, to secure a loan for the purchase money for the Mortgaged Property. As a purchase money mortgage it is entitled to all privileges afforded such under Applicable Law.

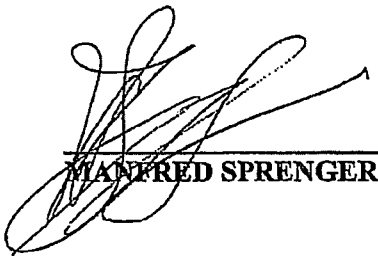
IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

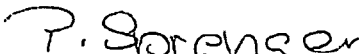
EXECUTED on the date first written above.

MORTGAGOR:
MS PRODUCTION SOLUTIONS LLC
a South Carolina Limited Liability Company

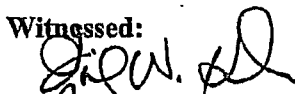
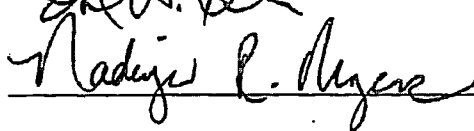
By: _____


Manfred Sprenger, Sole Member/Manager


MANFRED SPRENGER


PATRICIA SPRENGER

Witnessed:

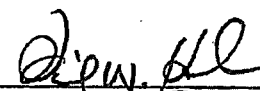
STATE OF SOUTH CAROLINA §

§

COUNTY OF GREENVILLE §

I, David W. Holmes, a Notary Public in and for said County, in the State aforesaid, do hereby certify that **MANFRED SPRENGER, Individually and as Sole Member/Manager of MS PRODUCTION SOLUTIONS LLC, a South Carolina Limited Liability Company**, who personally came before me and is known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses, purposes and in the capacity therein set forth.

GIVEN under by hand and notarial seal, this 17th day of August, 2007.


Notary Public For SC
My Comm Exp 9/03/11

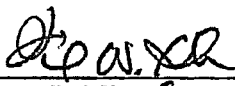
STATE OF SOUTH CAROLINA §

§

COUNTY OF GREENVILLE §

I, David W. Holmes, a Notary Public in and for said County, in the State aforesaid, do hereby certify that **PATRICIA SPRENGER**, who personally came before me and is known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses, purposes and in the capacity therein set forth.

GIVEN under by hand and notarial seal, this 17th day of August, 2007.



Notary Public for SC
My Comm Exp 5/03/11

After Recordation, return to:

McCrary & Clark, LLP
Attorneys at Law
3900 Essex Lane, Suite 620
Houston, Texas 77027

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A NAME & PHONE OF CONTACT AT FILER (optional) Phone: (800) 331-3282 Fax: (818) 662-4141	
B SEND ACKNOWLEDGEMENT TO: (Name and Address) 5940 SMALL BUSINESS UCC Direct Services P.O. Box 29071 Glendale, CA 91209-9071 11981693 SCSC	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1 DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME MS Production Solutions LLC						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 233 Beverly Road			CITY Greenville	STATE SC	POSTAL CODE 29609	COUNTRY USA
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION LLC	1f. JURISDICTION OF ORGANIZATION SC		1g. ORGANIZATIONAL ID #, if any ☒ NONE	

2 ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME Szabo Steel Fabricators						
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS 233 Beverly Road			CITY Greenville	STATE SC	POSTAL CODE 29609	COUNTRY USA
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION DBA	2f. JURISDICTION OF ORGANIZATION SC		2g. ORGANIZATIONAL ID #, if any ☒ NONE	

3 SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME Small Business Loan Source, LLC						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 9801 Westheimer Rd, 11th Floor			CITY Houston	STATE TX	POSTAL CODE 77042	COUNTRY USA

4 This FINANCING STATEMENT covers the following collateral.

ALL OF THE BUSINESS PERSONAL PROPERTY OF THE DEBTOR AT OR ARISING OUT OF THE FOLLOWING LOCATION, OR WHEREVER LOCATED INCLUDING WITHOUT LIMITATION ALL ACCOUNTS, CHATTEL PAPER, INVENTORY, EQUIPMENT, INSTRUMENTS, INVESTMENT PROPERTY, DOCUMENTS, DEPOSIT ACCOUNTS, LETTER OF CREDIT RIGHTS, GENERAL INTANGIBLES, FURNITURE, BUILDING MATERIALS AND FIXTURES AT OR ARISING OUT OF THAT LOCATION, WHETHER ANY OF THE FOREGOING IS OWNED NOW OR ACQUIRED LATER; ALL ACCESSIONS, ADDITIONS, REPLACEMENTS AND SUBSTITUTIONS RELATING TO ANY OF THE FOREGOING; ALL RECORDS OF ANY KIND RELATING TO THE FOREGOING; ALL PROCEEDS RELATING TO ANY OF THE FOREGOING (INCLUDING INSURANCE, LAWSUITS, GENERAL INTANGIBLES, AND ACCOUNT PROCEEDS) AND ALL REMEDIES OR CLAIMS WITH RESPECT TO ANY THEREOF.

5. ALTERNATIVE DESIGNATION (if applicable)		☐ LESSEE/LESSOR	☐ CONSIGNEE/CONSIGNOR	☐ BAILEE/BAILOR	☐ SELLER/BUYER	☐ AG LIEN	☐ NON-UCC FILING
6. ☐ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)		7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional)		☐ All Debtors ☐ Debtor 1 ☐ Debtor 2			
8. OPTIONAL FILER REFERENCE DATA							

11981693

PLP 263-273-5006

PLP 263-273-5006

FILING OFFICE COPY - NATIONAL UCC FINANCING

070828-1052023

UCC-1 FINANCING STATEMENT

Lapse Date 08/28/2012 10 52 02 Filing Fee 8 ORIG



Prepared by UCC Direct Services, P.O. Box 29071, Glendale, CA 91209-9071 Tel (800) 331-3282

**SZABO STEEL
EQUIPMENT LIST
June 2007**

#	S/N	Item Description	
628	JG041G11	Miller Deltaweld 400	\$ 5,000
628	V1000812580	Lincoln wirefeed LN-7	\$ 1,000
631	5623050	Buffalo Iron Worker	\$ 3,500
	30987133	Ellis mibre saw	\$ 7,000
	H10316A17702811	Thermal arc pak-10, plasma cutting system	\$ 5,500
624	JE764235	Miller deltaweld 460	\$ 4,500
624	V1000812819	Lincoln wirefeed LN-7	\$ 1,000
	V1040717027	Lincoln precision Tig 276	\$ 6,000
628		Alreo DV250	\$ 3,000
	7046	Lincoln magnet spool gun	\$ 2,500
629		Notcher (pipe)	\$ 2,500
600	AC398082	Lincoln arch welder	\$ 4,000
626	HH057528	Miller welder	\$ 4,000
626	UN000812596	Lincoln wire feeder LN-7	\$ 1,000
	4960152	ER collina pipe bending machine	\$ 7,000
627	H239855	Kalamazoo saw	\$ 3,500
		Piranha ironworker / shear	\$ 34,000
618	HH004520	Miller wire feeder	\$ 1,000
618	HH014706	Miller welder	\$ 4,000
	809 / 29068 / 1972	Mubea ironworker (rebar cutter)	\$ 1,500
	0800	Rot-Air Compressor	\$ 900
		Small bender for ladders	\$ 2,000
		Big bender for ladders	\$ 3,500
	C2730137	Under CE301HW - Union Carluda	\$ 1,000
	2823	Barnes Drill	\$ 5,000
	8014-1456	Enco milling & drillinh machine	\$ 4,500
	319802	Ridgid 635 pipe machine	\$ 1,000
642		Buffalo Iron Worker	\$ 2,500
	AC528489	Ideal arc welder R35-400	\$ 1,000
	98122	Lincoln wire feeder LN-7	\$ 600
	HH088100	Miller matic wire feeder	\$ 600
		L-Tec 1600E welding machine	\$ 1,000
	78-3771	Rockwell drilling machine	\$ 2,000
620	HK307785	Miller MP45E welder	\$ 4,000
620	V1000812610	Lincoln wire feeder	\$ 800
	80002005	Ellis drill press	\$ 3,000
	33121060	Beno's saw	\$ 2,000
619	HK342646	Miller MP-45E welder	\$ 5,000
619	V1000208113	Lincoln wire feeder LN-7	\$ 1,000
	40010008	Amada saw	\$ 12,000
	148/414/26	Mubea ironworker	\$ 2,500
627	HJ134880	Miller welder not in use	\$ 2,500
	HF840948	Miller arc welder	\$ 4,000
1	50230722	Milwaukee mag drill	\$ 800
2	Model #10914	Hougen mag drill	\$ 800
3	Model #10914	Hougen mag drill	\$ 800
4	Model #10914	Hougen mag drill	\$ 800
5	Model #10914	Hougen mag drill	\$ 800
		Office equip (Lot)	\$ 5,000
		Paint Sprayer	\$ 1,500
		Overhead crane 2.5T	\$ 2,500
		Overhead crane 3.0T	\$ 3,000
	1FDPK70U3FVA44621	Ford F7000	\$ 4,000
	1FDJF37LXFNA60227	Ford F 350	\$ 2,500
	1FTEF1SN5RN806135	Ford F150	\$ 3,500
	1FMCA11U3PZ81260	Ford van	\$ 1,500
			\$ 191,200

UCC FINANCING STATEMENT AMENDMENT (UCC-3)

FOLLOW INSTRUCTIONS CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] DETRICE GRISBY		3145922623
B. SEND ACKNOWLEDGMENT TO: (Name and Address)		
FIRST BANK 600 JAMES S MCDONNELL BLVD HAZELWOOD, MO 63042		

SC SECRETARY OF STATE
NS
120405-1230069

Date: 4/5/2012
Time: 12:30 PM
Page Count: 1 Pg
Debtor Count: \$8.00
Filing Fees: \$8.00
Electronic Records Access: \$8.00
Total: \$16.00
Order ID# 54233516

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

070828-1052023

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] [or recorded] in the REAL ESTATE RECORDS.

2. ☐ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☐ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☐ **ASSIGNMENT** (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects ☐ Debtor or ☒ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☒ **CHANGE** name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. ☐ **DELETE** name: Give record name to be deleted in item 6a or 6b. ☐ **ADD** name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME SMALL BUSINESS LOAN SOURCE LLC				
OR	6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME FIRST BANK				
OR	7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7c. MAILING ADDRESS 9801 WESTHEIMER RD, 11TH FLOOR		CITY HOUSTON	STATE TX	POSTAL CODE 77042	COUNTRY US
7d. TAX ID# (Organizations) DO NOT PROVIDE	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any ☐ NONE	

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME SMALL BUSINESS LOAN SOURCE LLC				
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

10. **OPTIONAL FILER REFERENCE DATA**

02/699/57814/MS Production Solutions LLC

UCC FINANCING STATEMENT AMENDMENT (UCC-3)

FOLLOW INSTRUCTIONS CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]	
DETRICE GRISBY	3145922623
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
FIRST BANK 600 JAMES S MCDONNELL BLVD HAZELWOOD, MO 63042	

SC SECRETARY OF STATE

120405-1221466 NS

Lapse Date: 08/28/2017

Date: 4/5/2012

Time: 12:21 PM

Page Count: 1 Pg

Debtor Count: 0

Filing Fees: \$8.00

Electronic Records Access: \$8.00

Total: \$16.00

Order ID# 5423456

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

070828-1052023

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☒ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☐ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 8.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. ☐ DELETE name: Give record name to be deleted in item 6a or 6b. ☐ ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME			
OR	6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME
			SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME			
OR	7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME
			SUFFIX
7c. MAILING ADDRESS		CITY	STATE
		POSTAL CODE	COUNTRY
7d. TAX ID# (Organizations)	ADDL INFO RE ORGANIZATION	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION
DO NOT PROVIDE	DEBTOR		
7g. ORGANIZATIONAL ID #, if any			☐ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME			
SMALL BUSINESS LOAN SOURCE LLC			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME
			SUFFIX

10. OPTIONAL FILER REFERENCE DATA

02/699/57814/MS Production Solutions LLC

Form **1040** Department of the Treasury — Internal Revenue Service (99) **U.S. Individual Income Tax Return** **2013** OMB No. 1545-0074 IRS Use Only — Do not write or staple in this space.

For the year Jan 1 - Dec 31, 2013, or other tax year beginning , 2013, ending , 20

Your first name and initial **MANFRED SPRENGER** Last name **SPRENGER** Your social security number [REDACTED]

If a joint return, spouse's first name and initial **PATRICIA SPRENGER** Last name **SPRENGER** Spouse's social security number [REDACTED]

Home address (number and street). If you have a P.O. box, see instructions. **308 SHAGBARK CIRCLE** Apartment no. [REDACTED]

City, town or post office, state, and ZIP code. If you have a foreign address, also complete spaces below (see instructions). **SIMPSONVILLE, SC 29680**

Foreign country name Foreign province/state/county Foreign postal code

▲ Make sure the SSN(s) above and on line 6c are correct.

Presidential Election Campaign

Check here if you, or your spouse if filing jointly, want \$3 to go to this fund? Checking a box below will not change your tax or refund. ☐ You ☐ Spouse

Filing Status 1 ☐ Single 4 ☐ Head of household (with qualifying person). (See instructions.) If the qualifying person is a child but not your dependent, enter this child's name here. 2 ☒ Married filing jointly (even if only one had income) 5 ☐ Qualifying widow(er) with dependent child 3 ☐ Married filing separately. Enter spouse's SSN above & full name here. ▶

Exemptions 6a ☒ Yourself. If someone can claim you as a dependent, do not check box 6a. Boxes checked on 6a and 6b... 2 6b ☒ Spouse. No. of children on 6c who: • lived with you • did not live with you due to divorce or separation (see instrs) Dependents on 6c not entered above. Add numbers on lines above ▶ 2

(1) First name Last name		(2) Dependent's social security number	(3) Dependent's relationship to you	(4) if child under age 17 qualifying for child tax or (see instrs)	

d Total number of exemptions claimed 2

Income	7 Wages, salaries, tips, etc. Attach Form(s) W-2	7	
	8a Taxable interest. Attach Schedule B if required	8a	
	b Tax-exempt interest. Do not include on line 8a	8b	
	9a Ordinary dividends. Attach Schedule B if required	9a	
	b Qualified dividends	9b	
	10 Taxable refunds, credits, or offsets of state and local income taxes	10	
	11 Alimony received	11	
	12 Business income or (loss). Attach Schedule C or C-EZ	12	50,745.
	13 Capital gain or (loss). Att Sch D if reqd. If not reqd, ck here. ▶ ☐	13	-3,000.
	14 Other gains or (losses). Attach Form 4797	14	
	15a IRA distributions 15a Taxable amount	15a	15b
	16a Pensions and annuities 16a Taxable amount	16a	16b
	17 Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E	17	
	18 Farm income or (loss). Attach Schedule F	18	
	19 Unemployment compensation	19	
	20a Social security benefits 20a Taxable amount	20a	20b
	21 Other income NOL STATEMENT 1	21	-372,770.
	22 Combine the amounts in the far right column for lines 7 through 21. This is your total income ▶	22	-325,025.

Adjusted Gross Income	23 Educator expenses	23	
	24 Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ	24	
	25 Health savings account deduction. Attach Form 8889	25	
	26 Moving expenses. Attach Form 3903	26	
	27 Deductible part of self-employment tax. Attach Schedule SE	27	3,585.
	28 Self-employed SEP, SIMPLE, and qualified plans	28	
	29 Self-employed health insurance deduction	29	21,545.
	30 Penalty on early withdrawal of savings	30	
	31a Alimony paid b Recipient's SSN. ▶	31a	
	32 IRA deduction	32	
	33 Student loan interest deduction	33	
	34 Tuition and fees. Attach Form 8917	34	
	35 Domestic production activities deduction. Attach Form 8903	35	
	36 Add lines 23 through 35	36	25,130.
	37 Subtract line 36 from line 22. This is your adjusted gross income ▶	37	-350,155.

Tax and Credits**Standard Deduction for —**

• People who check any box on line 39a or 39b or who can be claimed as a dependent, see instructions.

• All others:

Single or Married filing separately, \$6,100

Married filing jointly or Qualifying widow(er), \$12,200

Head of household, \$8,950

Other Taxes**Payments**

If you have a qualifying child, attach Schedule EIC.

Refund

Direct deposit? See instructions.

Amount You Owe**Third Party Designee****Sign Here**

Joint return? See instructions.

Keep a copy for your records.

Paid Preparer Use Only

38	Amount from line 37 (adjusted gross income)	38	-350,155.
39a	Check ☐ You were born before January 2, 1949, ☐ Blind. Total boxes if: ☐ Spouse was born before January 2, 1949, ☐ Blind. checked ☒ 39a		
	b If your spouse itemizes on a separate return or you were a dual-status alien, check here. ☐ 39b		
40	Itemized deductions (from Schedule A) or your standard deduction (see left margin)	40	19,138.
41	Subtract line 40 from line 38	41	-369,293.
42	Exemptions. If line 38 is \$150,000 or less, multiply \$3,900 by the number on line 6d. Otherwise, see instrs	42	7,800.
43	Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, enter -0-	43	0.
44	Tax (see instrs). Check if any from: a ☐ Form(s) 8814 c ☐ b ☐ Form 4972	44	0.
45	Alternative minimum tax (see instructions). Attach Form 6251	45	0.
46	Add lines 44 and 45	46	0.
47	Foreign tax credit. Attach Form 1116 if required	47	
48	Credit for child and dependent care expenses. Attach Form 2441	48	
49	Education credits from Form 8863, line 19	49	
50	Retirement savings contributions credit. Attach Form 8880	50	
51	Child tax credit. Attach Schedule 8812, if required	51	
52	Residential energy credits. Attach Form 5695	52	
53	Other crs from Form: a ☐ 3800 b ☐ 8801 c ☐	53	
54	Add lines 47 through 53. These are your total credits	54	
55	Subtract line 54 from line 46. If line 54 is more than line 46, enter -0-	55	0.
56	Self-employment tax. Attach Schedule SE	56	7,170.
57	Unreported social security and Medicare tax from Form: a ☐ 4137 b ☐ 8919	57	
58	Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required	58	
59a	Household employment taxes from Schedule H	59a	
	b First-time homebuyer credit repayment. Attach Form 5405 if required	59b	
60	Taxes from: a ☐ Form 8959 b ☐ Form 8960 c ☐ Instrs; enter code(s)	60	
61	Add lines 55-60. This is your total tax	61	7,170.
62	Federal income tax withheld from Forms W-2 and 1099	62	
63	2013 estimated tax payments and amount applied from 2012 return	63	
64a	Earned income credit (EIC) ☒ NO ☐ b Nontaxable combat pay election ☐ 64b	64a	
65	Additional child tax credit. Attach Schedule 8812	65	
66	American opportunity credit from Form 8863, line 8	66	
67	Reserved	67	
68	Amount paid with request for extension to file	68	
69	Excess social security and tier 1 RRTA tax withheld	69	
70	Credit for federal tax on fuels. Attach Form 4136	70	
71	Credits from Form: a ☐ 2439 b ☐ Reserved c ☐ 8885 d ☐	71	
72	Add lines 62, 63, 64a, & 65-71. These are your total pmts	72	0.
73	If line 72 is more than line 61; subtract line 61 from line 72. This is the amount you overpaid	73	
74a	Amount of line 73 you want refunded to you. If Form 8888 is attached, check here ☐	74a	
	b Routing number ☐ c Type: ☐ Checking ☐ Savings		
	d Account number ☐		
75	Amount of line 73 you want applied to your 2014 estimated tax	75	
76	Amount you owe. Subtract line 72 from line 61. For details on how to pay see instructions	76	7,276.
77	Estimated tax penalty (see instructions)	77	106.

Do you want to allow another person to discuss this return with the IRS (see instructions)? ☒ Yes. Complete below. ☐ No

Designee's name **MARC L. SAUNDERS** Phone no. **8649633467** Personal identification number (PIN) **[REDACTED]**

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Your signature **[REDACTED]** Date **[REDACTED]** Your occupation **CEO** Daytime phone number **[REDACTED]**

Spouse's signature. If a joint return, both must sign. **[REDACTED]** Date **[REDACTED]** Spouse's occupation **HOUSEWIFE** If the IRS sent you an Identity Protection PIN, enter it here (see instrs) **[REDACTED]**

Print/Type preparer's name **MARC L. SAUNDERS** Preparer's signature **MARC L. SAUNDERS** Date **[REDACTED]** Check ☐ if self-employed **[REDACTED]**

Firm's name **SAUNDERS O'DELL P.A.** Firm's EIN **57-0812016**

Firm's address **210 EAST TRADE STREET SIMPSONVILLE, SC 29681** Phone no. **(864) 963-3467**

SCHEDULE A
(Form 1040)

Itemized Deductions

OMB No. 1545-0074

2013

Attachment
Sequence No. **07**

Department of the Treasury
Internal Revenue Service (99)

► Information about Schedule A and its separate instructions is at www.irs.gov/schedulea.
► Attach to Form 1040.

Name(s) shown on Form 1040

Your social security number

MANFRED AND PATRICIA SPRENGER

Medical and Dental Expenses		Caution. Do not include expenses reimbursed or paid by others.			
1	Medical and dental expenses (see instructions)	1			
2	Enter amount from Form 1040, line 38 2				
3	Multiply line 2 by 10% (.10). But if either of you or your spouse was born before January 2, 1949, multiply line 2 by 7.5% (.075) instead	3			
4	Subtract line 3 from line 1. If line 3 is more than line 1, enter -0-			4	0.
Taxes You Paid					
5	State and local (check only one box):				
a	☐ Income taxes, or	5	248.		
b	☒ General sales taxes				
6	Real estate taxes (see instructions)	6	1,970.		
7	Personal property taxes	7	1,210.		
8	Other taxes. List type and amount ►	8			
9	Add lines 5 through 8			9	3,428.
Interest You Paid					
10	Home mtg interest and points reported to you on Form 1098	10	15,710.		
11	Home mortgage interest not reported to you on Form 1098. If paid to the person from whom you bought the home, see instructions and show that person's name, identifying number, and address ►				
		11			
12	Points not reported to you on Form 1098. See instrs for spcl rules	12			
13	Mortgage insurance premiums (see instructions)	13			
14	Investment interest. Attach Form 4952 if required. (See instrs.)	14			
15	Add lines 10 through 14			15	15,710.
Gifts to Charity					
16	Gifts by cash or check. If you made any gift of \$250 or more, see instrs	16			
17	Other than by cash or check. If any gift of \$250 or more, see instructions. You must attach Form 8283 if over \$500	17			
18	Carryover from prior year	18	200.		
19	Add lines 16 through 18			19	0.
Casualty and Theft Losses					
20	Casualty or theft loss(es). Attach Form 4684. (See instructions.)	20			0.
Job Expenses and Certain Miscellaneous Deductions					
21	Unreimbursed employee expenses — job travel, union dues, job education, etc. Attach Form 2106 or 2106-EZ if required. (See instructions.) ►	21			
22	Tax preparation fees	22			
23	Other expenses — investment, safe deposit box, etc. List type and amount ►	23			
24	Add lines 21 through 23	24			
25	Enter amount from Form 1040, line 38 25				
26	Multiply line 25 by 2% (.02)	26			
27	Subtract line 26 from line 24. If line 26 is more than line 24, enter -0-			27	0.
Other Miscellaneous Deductions					
28	Other — from list in instructions. List type and amount ►			28	0.
Total Itemized Deductions					
29	Is Form 1040, line 38, over \$150,000? ☒ No. Your deduction is not limited. Add the amounts in the far right column for lines 4 through 28. Also, enter this amount on Form 1040, line 40. ☐ Yes. Your deduction may be limited. See the Itemized Deductions Worksheet in the instructions to figure the amount to enter.			29	19,138.
30	If you elect to itemize deductions even though they are less than your standard deduction, check here. ☐				

SCHEDULE C
(Form 1040)

Profit or Loss From Business
(Sole Proprietorship)

OMB No. 1545-0074

2013

Attachment
Sequence No. **09**

Department of the Treasury
Internal Revenue Service (99)

►For information on Schedule C and its instructions, go to www.irs.gov/schedulec.
►Attach to Form 1040, 1040NR, or 1041; partnerships generally must file Form 1065.

Name of proprietor MANFRED SPRENGER		Social security number (SSN) [REDACTED]
A Principal business or profession, including product or service (see instructions) STEEL FABRICATORS		B Enter code from instructions ► [REDACTED]
C Business name. If no separate business name, leave blank. MS PRODUCTION SOLUTION LLC		D Employer ID number (EIN), (see Instrs) 20-8906600
E Business address (including suite or room no.) ► 233 BEVERLY RD City, town or post office, state, and ZIP code GREENVILLE, SC 29609		
F Accounting method: (1) ☒ Cash (2) ☐ Accrual (3) ☐ Other (specify) ►		
G Did you 'materially participate' in the operation of this business during 2013? If 'No,' see instructions for limit on losses. ☒ Yes ☐ No		
H If you started or acquired this business during 2013, check here. ☐		
I Did you make any payments in 2013 that would require you to file Form(s) 1099? (see instructions). ☒ Yes ☐ No		
J If 'Yes,' did you or will you file all required Forms 1099? ☒ Yes ☐ No		

Part I Income

1 Gross receipts or sales. See instructions for line 1 and check the box if this income was reported to you on Form W-2 and the 'Statutory employee' box on that form was checked. ☐	1	1,202,085.
2 Returns and allowances.	2	
3 Subtract line 2 from line 1.	3	1,202,085.
4 Cost of goods sold (from line 42).	4	505,328.
5 Gross profit. Subtract line 4 from line 3.	5	696,757.
6 Other income, including federal and state gasoline or fuel tax credit or refund (see instructions).	6	
7 Gross income. Add lines 5 and 6.	7	696,757.

Part II Expenses. Enter expenses for business use of your home only on line 30.

8 Advertising.	8	700.	18 Office expense (see instructions).	18	14,751.
9 Car and truck expenses (see instructions).	9	14,991.	19 Pension and profit-sharing plans.	19	
10 Commissions and fees.	10		20 Rent or lease (see instructions):		
11 Contract labor (see instructions).	11		a Vehicles, machinery, and equipment.	20a	3,119.
12 Depletion.	12		b Other business property.	20b	
13 Depreciation and section 179 expense deduction (not included in Part III) (see instructions).	13	23,612.	21 Repairs and maintenance.	21	16,451.
14 Employee benefit programs (other than on line 19).	14		22 Supplies (not included in Part III).	22	350.
15 Insurance (other than health).	15	23,867.	23 Taxes and licenses.	23	51,536.
16 Interest:			24 Travel, meals, and entertainment:		
a Mortgage (paid to banks, etc.)	16a	74,473.	a Travel.	24a	8,741.
b Other.	16b		b Deductible meals and entertainment (see instructions).	24b	3,437.
17 Legal & professional services.	17	10,240.	25 Utilities.	25	5,340.
			26 Wages (less employment credits).	26	184,200.
			27a Other expenses (from line 48).	27a	210,204.
			b Reserved for future use.	27b	
28 Total expenses before expenses for business use of home. Add lines 8 through 27a.	28	646,012.			
29 Tentative profit or (loss). Subtract line 28 from line 7.	29	50,745.			
30 Expenses for business use of your home. Do not report such expenses elsewhere. Attach Form 8829 unless using the simplified method (see instructions). Simplified method filers only: enter the total square footage of: (a) your home: _____ and (b) the part of your home used for business: _____. Use the Simplified Method Worksheet in the instructions to figure the amount to enter on line 30.	30				
31 Net profit or (loss). Subtract line 30 from line 29. • If a profit, enter on both Form 1040, line 12 (or Form 1040NR, line 13) and on Schedule SE, line 2. If you checked the box on line 1, see instructions). Estates and trusts, enter on Form 1041, line 3. • If a loss, you must go to line 32.	31	50,745.			
32 If you have a loss, check the box that describes your investment in this activity (see instructions). • If you checked 32a, enter the loss on both Form 1040, line 12, (or Form 1040NR, line 13) and on Schedule SE, line 2. (If you checked the box on line 1, see the instructions for line 31). Estates and trusts, enter on Form 1041, line 3. • If you checked 32b, you must attach Form 6198. Your loss may be limited.			32a ☐ All investment is at risk.		
			32b ☐ Some investment is not at risk.		

Part III Cost of Goods Sold (see instructions)

33	Method(s) used to value closing inventory: a ☐ Cost b ☐ Lower of cost or market c ☐ Other (attach explanation)	
34	Was there any change in determining quantities, costs, or valuations between opening and closing inventory? If 'Yes,' attach explanation.....	☐ Yes ☐ No
35	Inventory at beginning of year. If different from last year's closing inventory, attach explanation.....	35
36	Purchases less cost of items withdrawn for personal use.....	36 457,301.
37	Cost of labor. Do not include any amounts paid to yourself.....	37
38	Materials and supplies.....	38 48,027.
39	Other costs.....	39
40	Add lines 35 through 39.....	40 505,328.
41	Inventory at end of year.....	41
42	Cost of goods sold. Subtract line 41 from line 40. Enter the result here and on line 4.....	42 505,328.

Part IV Information on Your Vehicle. Complete this part only if you are claiming car or truck expenses on line 9 and are not required to file Form 4562 for this business. See the instructions for line 13 to find out if you must file Form 4562.

43 When did you place your vehicle in service for business purposes? (month, day, year) ▶ _____

44 Of the total number of miles you drove your vehicle during 2013, enter the number of miles you used your vehicle for:

a Business _____ b Commuting (see instructions) _____ c Other _____

45 Was your vehicle available for personal use during off-duty hours?..... ☐ Yes ☐ No

46 Do you (or your spouse) have another vehicle available for personal use?..... ☐ Yes ☐ No

47a Do you have evidence to support your deduction?..... ☐ Yes ☐ No

b If 'Yes,' is the evidence written?..... ☐ Yes ☐ No

Part V Other Expenses. List below business expenses not included on lines 8-26 or line 30.

SEE STATEMENT 2

48	Total other expenses. Enter here and on line 27a.....	48 210,204.
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SCHEDULE D
(Form 1040)

Department of the Treasury
Internal Revenue Service (99)

Capital Gains and Losses

► Attach to Form 1040 or Form 1040NR.

► Information about Schedule D and its separate instructions is at www.irs.gov/scheduled.
► Use Form 8949 to list your transactions for lines 1b, 2, 3, 8b, 9, and 10.

OMB No. 1545-0074

2013

Attachment
Sequence No. **12**

Name(s) shown on return

MANFRED AND PATRICIA SPRENGER

Your social security number

Part I Short-Term Capital Gains and Losses — Assets Held One Year or Less

See instructions for how to figure the amounts to enter on lines below.

This form may be easier to complete if you round off cents to whole dollars.

	(d) Proceeds (sales price)	(e) Cost (or other basis)	(g) Adjustments to gain or loss from Form(s) 8949, Part I, line 2, column (g)	(h) Gain or (loss) Subtract column (e) from column (d) and combine the result with column (g)
1a Totals for all short-term transactions reported on Form 1099-B for which basis was reported to the IRS and for which you have no adjustments (see instructions). However, if you choose to report all these transactions on Form 8949, leave this line blank and go to line 1b				
1b Totals for all transactions reported on Form(s) 8949 with Box A checked	1,185,344.	1,190,808.	3,212.	-2,252.
2 Totals for all transactions reported on Form(s) 8949 with Box B checked				
3 Totals for all transactions reported on Form(s) 8949 with Box C checked				
4 Short-term gain from Form 6252 and short-term gain or (loss) from Forms 4684, 6781, and 8824				4
5 Net short-term gain or (loss) from partnerships, S corporations, estates, and trusts from Schedule(s) K-1				5
6 Short-term capital loss carryover. Enter the amount, if any, from line 8 of your Capital Loss Carryover Worksheet in the instructions				6 -14,886.
7 Net short-term capital gain or (loss). Combine lines 1a through 6 in column (h). If you have any long-term capital gain or losses, go to Part II below. Otherwise, go to Part III on page 2				7 -17,138.

Part II Long-Term Capital Gains and Losses — Assets Held More Than One Year

See instructions for how to figure the amounts to enter on lines below.

This form may be easier to complete if you round off cents to whole dollars.

	(d) Proceeds (sales price)	(e) Cost (or other basis)	(g) Adjustments to gain or loss from Form(s) 8949, Part II, line 2, column (g)	(h) Gain or (loss) Subtract column (e) from column (d) and combine the result with column (g)
8a Totals for all long-term transactions reported on Form 1099-B for which basis was reported to the IRS and for which you have no adjustments (see instructions). However, if you choose to report all these transactions on Form 8949, leave this line blank and go to line 8b				
8b Totals for all transactions reported on Form(s) 8949 with Box D checked				
9 Totals for all transactions reported on Form(s) 8949 with Box E checked				
10 Totals for all transactions reported on Form(s) 8949 with Box F checked				
11 Gain from Form 4797, Part I; long-term gain from Forms 2439 and 6252; and long-term gain or (loss) from Forms 4684, 6781, and 8824				11
12 Net long-term gain or (loss) from partnerships, S corporations, estates, and trusts from Schedule(s) K-1				12
13 Capital gain distributions. See instrs				13
14 Long-term capital loss carryover. Enter the amount, if any, from line 13 of your Capital Loss Carryover Worksheet in the instructions				14
15 Net long-term capital gain or (loss). Combine lines 8a through 14 in column (h). Then go to Part III on page 2				15

BAA For Paperwork Reduction Act Notice, see your tax return instructions.

Schedule D (Form 1040) 2013

Part III Summary

16 Combine lines 7 and 15 and enter the result	16	-17,138.
• If line 16 is a gain, enter the amount from line 16 on Form 1040, line 13, or Form 1040NR, line 14. Then go to line 17 below. • If line 16 is a loss, skip lines 17 through 20 below. Then go to line 21. Also be sure to complete line 22. • If line 16 is zero, skip lines 17 through 21 below and enter -0- on Form 1040, line 13, or Form 1040NR, line 14. Then go to line 22.		
17 Are lines 15 and 16 both gains?		
☐ Yes. Go to line 18.		
☐ No. Skip lines 18 through 21, and go to line 22.		
18 Enter the amount, if any, from line 7 of the 28% Rate Gain Worksheet in the instructions	18	
19 Enter the amount, if any, from line 18 of the Unrecaptured Section 1250 Gain Worksheet in the instructions	19	
20 Are lines 18 and 19 both zero or blank?		
☐ Yes. Complete the Qualified Dividends and Capital Gain Tax Worksheet in the instructions for Form 1040, line 44 (or in the instructions for Form 1040NR, line 42). Do not complete lines 21 and 22 below.		
☐ No. Complete the Schedule D Tax Worksheet in the instructions. Do not complete lines 21 and 22 below.		
21 If line 16 is a loss, enter here and on Form 1040, line 13, or Form 1040NR, line 14, the smaller of:		
• The loss on line 16 or • (\$3,000), or if married filing separately, (\$1,500)	21	-3,000.
Note. When figuring which amount is smaller, treat both amounts as positive numbers.		
22 Do you have qualified dividends on Form 1040, line 9b, or Form 1040NR, line 10b?		
☐ Yes. Complete the Qualified Dividends and Capital Gain Tax Worksheet in the instructions for Form 1040, line 44 (or in the instructions for Form 1040NR, line 42).		
☒ No. Complete the rest of Form 1040 or Form 1040NR.		

Schedule D (Form 1040) 2013

Form **8949**Department of the Treasury
Internal Revenue Service**Sales and Other Dispositions of Capital Assets**► Information about Form 8949 and its separate instructions is at www.irs.gov/form8949.

► File with your Schedule D to list your transactions for lines 1b, 2, 3, 8b, 9, and 10 of Schedule D.

OMB No. 1545-0074

2013Attachment
Sequence No. **12A**

Name(s) shown on return

SSN or taxpayer identification no.

MANFRED AND PATRICIA SPRENGER

Most brokers issue their own substitute statement instead of using Form 1099-B. They also may provide basis information (usually your cost) to you on the statement even if it is not reported to the IRS. Before you check Box A, B, or C below, determine whether you received any statement(s) and, if so, the transactions for which basis was reported to the IRS. Brokers are required to report basis to the IRS for most stock you bought in 2011 or later.

Part I **Short-Term.** Transactions involving capital assets you held one year or less are short term. For long-term transactions, see page 2.

Note. You may aggregate all short-term transactions reported on Form(s) 1099-B showing basis was reported to the IRS and for which no adjustments or codes are required. Enter the total directly on Schedule D, line 1a; you are not required to report these transactions on Form 8949 (see instructions).

You must check Box A, B, or C below. Check only one box. If more than one box applies for your short-term transactions, complete a separate Form 8949, page 1, for each applicable box. If you have more short-term transactions than will fit on this page for one or more of the boxes, complete as many forms with the same box checked as you need.

☒ (A) Short-term transactions reported on Form(s) 1099-B showing basis was reported to the IRS (see Note above)

☐ (B) Short-term transactions reported on Form(s) 1099-B showing basis was not reported to the IRS

☐ (C) Short-term transactions not reported to you on Form 1099-B

1	(a) Description of property (Example: 100 shares XYZ Co)	(b) Date acquired (Mo, day, yr)	(c) Date sold or disposed (Mo, day, yr)	(d) Proceeds (sales price) (see instructions)	(e) Cost or other basis. See the Note below and see Column (e) in the separate instructions	Adjustment, if any, to gain or loss. If you enter an amount in column (g), enter a code in column (f). See the separate instructions.		(h) Gain or (loss). Subtract column (e) from column (d) and combine the result with column (g)
						(f) Code(s) from instructions	(g) Amount of adjustment	
	MULTIPLE VARIOUS -	SEE ATTACHED	SCHEDULE -	SEE ATTACHED STATEMENT				
				1185344.	1190808.	MW	3,212.	-2,252.
2 Totals. Add the amounts in columns (d), (e), (g), and (h) (subtract negative amounts). Enter each total here and include on your Schedule D, line 1b (if Box A above is checked), line 2 (if Box B above is checked), or line 3 (if Box C above is checked).....				1185344.	1190808.		3,212.	-2,252.

Note. If you checked Box A above but the basis reported to the IRS was incorrect, enter in column (e) the basis as reported to the IRS, and enter an adjustment in column (g) to correct the basis. See Column (g) in the separate instructions for how to figure the amount of the adjustment.

SCHEDULE SE
(Form 1040)

Department of the Treasury
Internal Revenue Service (99)

Self-Employment Tax

► Information about Schedule SE and its separate instructions is at www.irs.gov/schedulese.
► Attach to Form 1040 or Form 1040NR.

OMB No. 1545-0074

2013

Attachment
Sequence No. 17

Name of person with self-employment income (as shown on Form 1040)

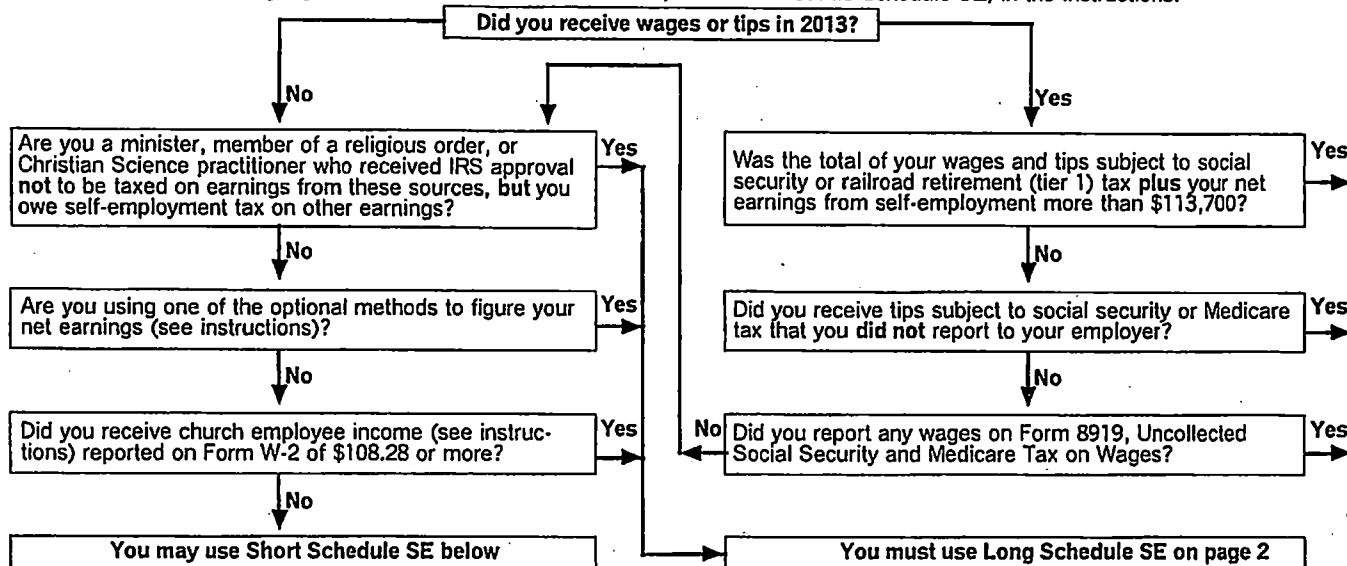
MANFRED SPRENGER

Social security number of person
with self-employment income ►

Before you begin: To determine if you must file Schedule SE, see the instructions.

May I Use Short Schedule SE or Must I Use Long Schedule SE?

Note. Use this flowchart only if you must file Schedule SE. If unsure, see *Who Must File Schedule SE*, in the instructions.



Section A — Short Schedule SE. Caution. Read above to see if you can use Short Schedule SE.

1 a Net farm profit or (loss) from Schedule F, line 34, and farm partnerships, Schedule K-1 (Form 1065), box 14, code A.....	1 a	
b If you received social security retirement or disability benefits, enter the amount of Conservation Reserve Program payments included on Schedule F, line 4b, or listed on Schedule K-1 (Form 1065), box 20, code Z.....	1 b	
2 Net profit or (loss) from Schedule C, line 31; Schedule C-EZ, line 3; Schedule K-1 (Form 1065), box 14, code A (other than farming); and Schedule K-1 (Form 1065-B), box 9, code J1. Ministers and members of religious orders, see instructions for types of income to report on this line. See instructions for other income to report.....	2	50,745.
3 Combine lines 1a, 1b, and 2.....	3	50,745.
4 Multiply line 3 by 92.35% (.9235). If less than \$400, you do not owe self-employment tax; do not file this schedule unless you have an amount on line 1b.....	4	46,863.
Note. If line 4 is less than \$400 due to Conservation Reserve Program payments on line 1b, see instructions.		
5 Self-employment tax. If the amount on line 4 is: • \$113,700 or less, multiply line 4 by 15.3% (.153). Enter the result here and on Form 1040, line 56, or Form 1040NR, line 54 • More than \$113,700, multiply line 4 by 2.9% (.029). Then, add \$14,098.80 to the result. Enter the total here and on Form 1040, line 56, or Form 1040NR, line 54.....	5	7,170.
6 Deduction for one-half of self-employment tax. Multiply line 5 by 50% (.50). Enter the result here and on Form 1040, line 27 or Form 1040NR, line 27.....	6	3,585.

BAA For Paperwork Reduction Act Notice, see your tax return instructions.

Schedule SE (Form 1040) 2013

Form 1116

Foreign Tax Credit

OMB No. 1545-0121

2013

Department of the Treasury
Internal Revenue Service (99)(Individual, Estate, or Trust)
Attach to Form 1040, 1040NR, 1041, or 990-T.Information about Form 1116 and its separate instructions is at www.irs.gov/form1116.Attachment
Sequence No. 19

Name

ID no. as shown on page 1 of your tax return

MANFRED AND PATRICIA SPRENGER

Use a separate Form 1116 for each category of income listed below. See **Categories of Income** in the instructions. Check only one box on each Form 1116. Report all amounts in U.S. dollars except where specified in Part II below.

- a ☒ Passive category income c ☐ Section 901(j) income e ☐ Lump-sum distributions
 b ☐ General category income d ☐ Certain income re-sourced by treaty

f Resident of (name of country) ▶

Note: If you paid taxes to only one foreign country or U.S. possession, use column A in Part I and line A in Part II. If you paid taxes to more than one foreign country or U.S. possession, use a separate column and line for each country or possession.

Part I Taxable Income or Loss From Sources Outside the United States (for Category Checked Above)

	Foreign Country or U.S. Possession			Total (Add columns A, B, and C.)
	A	B	C	
g Enter the name of the foreign country or U.S. possession	VARIOUS			
1 a Gross income from sources within country shown above and of the type checked above (see instructions):				1 a
b Check if line 1a is compensation for personal services as an employee, your total compensation from all sources is \$250,000 or more, and you used an alternative basis to determine its source (see instructions):				
Deductions and losses (Caution: See instructions):				
2 Expenses definitely related to the income on line 1a (attach statement):				
3 Pro rata share of other deductions not definitely related:				
a Certain itemized deductions or standard deduction (see instructions):	2,218.			
b Other deductions (attach statement):				
c Add lines 3a and 3b:	2,218.			
d Gross foreign source income (see instructions):				
e Gross income from all sources (see instructions):	696,757.			
f Divide line 3d by line 3e (see instructions):				
g Multiply line 3c by line 3f:				
4 Pro rata share of interest expense (see instructions):				
a Home mortgage interest (use the Worksheet for Home Mortgage Interest in the instructions):				
b Other interest expense:				
5 Losses from foreign sources:				
6 Add lines 2, 3g, 4a, 4b, and 5:				6
7 Subtract line 6 from line 1a. Enter the result here and on line 15, page 2:				7

Part II Foreign Taxes Paid or Accrued (see instructions)

C O U N T R Y	Credit is claimed for taxes (you must check one) (h) ☒ Paid (i) ☐ Accrued	Foreign taxes paid or accrued								(s) Total foreign taxes paid or accrued (add columns (o) through (r))
		In foreign currency				In U.S. dollars				
		Taxes withheld at source on:				Taxes withheld at source on:				
		(j) Date paid or accrued	(k) Dividends	(l) Rents & royalties	(m) Interest	(n) Other foreign taxes paid or accrued	(o) Dividends	(p) Rents & royalties	(q) Interest	
A										
B										
C										

8 Add lines A through C, column (s). Enter the total here and on line 9, page 2: 8

BAA For Paperwork Reduction Act Notice, see instructions.

FD122612L 11/08/13

Form 1116 (2013)

Part III Figuring the Credit

9	Enter the amount from line 8. These are your total foreign taxes paid or accrued for the category of income checked above Part I.	9		
10	Carryback or carryover (attach detailed computation)	10		
11	Add lines 9 and 10	11		
12	Reduction in foreign taxes (see instructions)	12		
13	Taxes reclassified under high tax kickout (see instructions)	13		
14	Combine lines 11, 12 and 13. This is the total amount of foreign taxes available for credit.	14		
15	Enter the amount from line 7. This is your taxable income or (loss) from sources outside the United States (before adjustments) for the category of income checked above Part I (see instructions).	15		
16	Adjustments to line 15 (see instructions).	16		
17	Combine the amounts on lines 15 and 16. This is your net foreign source taxable income. (If the result is zero or less, you have no foreign tax credit for the category of income you checked above Part I. Skip lines 18 through 22. However, if you are filing more than one Form 1116, you must complete line 20.)	17		
18	Individuals: Enter the amount from Form 1040, line 41, or Form 1040NR, line 39. Estates and trusts: Enter your taxable income without the deduction for your exemption.	18		
Caution: If you figured your tax using the lower rates on qualified dividends or capital gains, see instructions.				
19	Divide line 17 by line 18. If line 17 is more than line 18, enter '1'.	19		
20	Individuals: Enter the amount from Form 1040, line 44. If you are a nonresident alien, enter the amount from Form 1040NR, line 42. Estates and trusts: Enter the amount from Form 1041, Schedule G, line 1a, or the total of Form 990-T, lines 36 and 37.	20		
Caution: If you are completing line 20 for separate category e (lump-sum distributions), see instructions.				
21	Multiply line 20 by line 19 (maximum amount of credit).	21		
22	Enter the smaller of line 14 or line 21. If this is the only Form 1116 you are filing, skip lines 23 through 27 and enter this amount on line 28. Otherwise, complete the appropriate line in Part IV (see instructions).	22		

Part IV Summary of Credits From Separate Parts III (see instructions)

23	Credit for taxes on passive category income	23		
24	Credit for taxes on general category income	24		
25	Credit for taxes on certain income re-sourced by treaty	25		
26	Credit for taxes on lump-sum distributions	26		
27	Add lines 23 through 26	27		
28	Enter the smaller of line 20 or line 27	28		
29	Reduction of credit for international boycott operations. See instructions for line 12.	29		
30	Subtract line 29 from line 28. This is your foreign tax credit. Enter here and on Form 1040, line 47; Form 1040NR, line 45; Form 1041, Schedule G, line 2a; or Form 990-T, line 40a.	30		

Form 1116 (2013)

Form **4562**Department of the Treasury
Internal Revenue Service (99)**Depreciation and Amortization**
(Including Information on Listed Property)

▶ See separate instructions. ▶ Attach to your tax return.

OMB No. 1545-0172

2013Attachment
Sequence No. **179**

Name(s) shown on return

MANFRED AND PATRICIA SPRENGER

Business or activity to which this form relates

SCHEDULE C - MS PRODUCTION SOLUTION LLC**Part I Election To Expense Certain Property Under Section 179**

Note: If you have any listed property, complete Part V before you complete Part I.

1	Maximum amount (see instructions)	1	500,000.
2	Total cost of section 179 property placed in service (see instructions)	2	
3	Threshold cost of section 179 property before reduction in limitation (see instructions)	3	2,000,000.
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions	5	
6	(a) Description of property	(b) Cost (business use only)	(c) Elected cost
7	Listed property. Enter the amount from line 29	7	
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8	
9	Tentative deduction. Enter the smaller of line 5 or line 8	9	
10	Carryover of disallowed deduction from line 13 of your 2012 Form 4562	10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5 (see instrs) ..	11	
12	Section 179 expense deduction. Add lines 9 and 10, but do not enter more than line 11	12	
13	Carryover of disallowed deduction to 2014. Add lines 9 and 10, less line 12	13	

Note: Do not use Part II or Part III below for listed property. Instead, use Part V.

Part II Special Depreciation Allowance and Other Depreciation (Do not include listed property.) (See instructions.)

14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year (see instructions)	14	
15	Property subject to section 168(f)(1) election	15	
16	Other depreciation (including ACRS)	16	

Part III MACRS Depreciation (Do not include listed property.) (See instructions.)**Section A**

17	MACRS deductions for assets placed in service in tax years beginning before 2013	17	21,837.
18	If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here		

Section B - Assets Placed in Service During 2013 Tax Year Using the General Depreciation System

(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only - see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a 3-year property						
b 5-year property						
c 7-year property						
d 10-year property						
e 15-year property						
f 20-year property						
g 25-year property			25 yrs		S/L	
h Residential rental property			27.5 yrs	MM	S/L	
i Nonresidential real property			27.5 yrs	MM	S/L	
			39 yrs	MM	S/L	
				MM	S/L	

Section C - Assets Placed in Service During 2013 Tax Year Using the Alternative Depreciation System

20a Class life				S/L	
b 12-year			12 yrs	S/L	
c 40-year			40 yrs	MM	S/L

Part IV Summary (See instructions.)

21	Listed property. Enter amount from line 28	21	1,775.
22	Total. Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations - see instructions	22	23,612.
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23	

BAA For Paperwork Reduction Act Notice, see separate instructions.

FDIZ0812L 06/10/13

Form 4562 (2013)

568

Part V Listed Property (Include automobiles, certain other vehicles, certain computers, and property used for entertainment, recreation, or amusement.)

Note: For any vehicle for which you are using the standard mileage rate or deducting lease expense, complete only 24a, 24b, columns (a) through (c) of Section A, all of Section B, and Section C if applicable.

Section A – Depreciation and Other Information (Caution: See the instructions for limits for passenger automobiles.)

24a Do you have evidence to support the business/investment use claimed? ☒ Yes ☐ No 24b If 'Yes,' is the evidence written? ☒ Yes ☐ No

(a) Type of property (list vehicles first)	(b) Date placed in service	(c) Business/ investment use percentage	(d) Cost or other basis	(e) Basis for depreciation (business/investment use only)	(f) Recovery period	(g) Method/ Convention	(h) Depreciation deduction	(i) Elected section 179 cost
25 Special depreciation allowance for qualified listed property placed in service during the tax year and used more than 50% in a qualified business use (see instructions).						25		
26 Property used more than 50% in a qualified business use:								
VEHICLES	8/17/07	100.0	11,500.	11,500.	5.0	200DB HY		
BMW 750	7/15/09	100.0	109,620.	98,660.	5.0	200DB HY	1,775.	
TRUCK	6/24/09	100.0						
27 Property used 50% or less in a qualified business use:								
28 Add amounts in column (h), lines 25 through 27. Enter here and on line 21, page 1.						28	1,775.	
29 Add amounts in column (i), line 26. Enter here and on line 7, page 1.						29		0.

Section B – Information on Use of Vehicles

Complete this section for vehicles used by a sole proprietor, partner, or other 'more than 5% owner,' or related person. If you provided vehicles to your employees, first answer the questions in Section C to see if you meet an exception to completing this section for those vehicles.

	(a) Vehicle 1		(b) Vehicle 2		(c) Vehicle 3		(d) Vehicle 4		(e) Vehicle 5		(f) Vehicle 6	
30 Total business/investment miles driven during the year (do not include commuting miles)	12,630											
31 Total commuting miles driven during the year.												
32 Total other personal (noncommuting) miles driven.												
33 Total miles driven during the year. Add lines 30 through 32.	12,630											
	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
34 Was the vehicle available for personal use during off-duty hours?		X										
35 Was the vehicle used primarily by a more than 5% owner or related person?		X										
36 Is another vehicle available for personal use?	X											

Section C – Questions for Employers Who Provide Vehicles for Use by Their Employees

Answer these questions to determine if you meet an exception to completing Section B for vehicles used by employees who are not more than 5% owners or related persons (see instructions).

	Yes	No
37 Do you maintain a written policy statement that prohibits all personal use of vehicles, including commuting, by your employees?		
38 Do you maintain a written policy statement that prohibits personal use of vehicles, except commuting, by your employees? See the instructions for vehicles used by corporate officers, directors, or 1% or more owners.		
39 Do you treat all use of vehicles by employees as personal use?		
40 Do you provide more than five vehicles to your employees, obtain information from your employees about the use of the vehicles, and retain the information received?		
41 Do you meet the requirements concerning qualified automobile demonstration use? (See instructions.)		

Note: If your answer to 37, 38, 39, 40, or 41 is 'Yes,' do not complete Section B for the covered vehicles.

Part VI Amortization

(a) Description of costs	(b) Date amortization begins	(c) Amortizable amount	(d) Code section	(e) Amortization period or percentage	(f) Amortization for this year
42 Amortization of costs that begins during your 2013 tax year (see instructions):					
43 Amortization of costs that began before your 2013 tax year.				43	62,402.
44 Total. Add amounts in column (f). See the instructions for where to report.				44	62,402.

Part V Listed Property (Include automobiles, certain other vehicles, certain computers, and property used for entertainment, recreation, or amusement.)

Note: For any vehicle for which you are using the standard mileage rate or deducting lease expense, complete only 24a, 24b, columns (a) through (c) of Section A, all of Section B, and Section C if applicable.

Section A – Depreciation and Other Information (Caution: See the instructions for limits for passenger automobiles.)

24 a Do you have evidence to support the business/investment use claimed? ☐ Yes ☐ No 24b If 'Yes,' is the evidence written? ☐ Yes ☐ No

(a) Type of property (list vehicles first)	(b) Date placed in service	(c) Business/ investment use percentage	(d) Cost or other basis	(e) Basis for depreciation (business/investment use only)	(f) Recovery period	(g) Method/ Convention	(h) Depreciation deduction	(i) Elected section 179 cost
25 Special depreciation allowance for qualified listed property placed in service during the tax year and used more than 50% in a qualified business use (see instructions).....						25		

26 Property used more than 50% in a qualified business use:

F150 TRUCK	6/24/09	100.0	14,000.		5.0	200DB HY		
F150 TRUCK	7/02/09	100.0	9,114.		5.0	200DB HY		
F150 TRUCK	12/21/09	100.0	6,950.		5.0	200DB HY		

27 Property used 50% or less in a qualified business use:

28 Add amounts in column (h), lines 25 through 27. Enter here and on line 21, page 1..... 28

29 Add amounts in column (i), line 26. Enter here and on line 7, page 1..... 29

Section B – Information on Use of Vehicles

Complete this section for vehicles used by a sole proprietor, partner, or other 'more than 5% owner,' or related person. If you provided vehicles to your employees, first answer the questions in Section C to see if you meet an exception to completing this section for those vehicles.

	(a) Vehicle 1	(b) Vehicle 2	(c) Vehicle 3	(d) Vehicle 4	(e) Vehicle 5	(f) Vehicle 6
30 Total business/investment miles driven during the year (do not include commuting miles)						
31 Total commuting miles driven during the year.....						
32 Total other personal (noncommuting) miles driven.....						
33 Total miles driven during the year. Add lines 30 through 32.....						
	Yes	No	Yes	No	Yes	No
34 Was the vehicle available for personal use during off-duty hours?.....						
35 Was the vehicle used primarily by a more than 5% owner or related person?.....						
36 Is another vehicle available for personal use?.....						

Section C – Questions for Employers Who Provide Vehicles for Use by Their Employees

Answer these questions to determine if you meet an exception to completing Section B for vehicles used by employees who are not more than 5% owners or related persons (see instructions).

	Yes	No
37 Do you maintain a written policy statement that prohibits all personal use of vehicles, including commuting, by your employees?.....		
38 Do you maintain a written policy statement that prohibits personal use of vehicles, except commuting, by your employees? See the instructions for vehicles used by corporate officers, directors, or 1% or more owners.....		
39 Do you treat all use of vehicles by employees as personal use?.....		
40 Do you provide more than five vehicles to your employees, obtain information from your employees about the use of the vehicles, and retain the information received?.....		
41 Do you meet the requirements concerning qualified automobile demonstration use? (See instructions.).....		

Note: If your answer to 37, 38, 39, 40, or 41 is 'Yes,' do not complete Section B for the covered vehicles.

Part VI Amortization

(a) Description of costs	(b) Date amortization begins	(c) Amortizable amount	(d) Code section	(e) Amortization period or percentage	(f) Amortization for this year
42 Amortization of costs that begins during your 2013 tax year (see instructions):					
43 Amortization of costs that began before your 2013 tax year.....				43	
44 Total. Add amounts in column (f). See the instructions for where to report.....				44	

2013

FEDERAL STATEMENTS

PAGE 1

MANFRED AND PATRICIA SPRENGER

STATEMENT 1
FORM 1040, LINE 21
COMPUTATION OF 2013 TAXABLE INCOME FOR NOL UTILIZATION

TAXABLE INCOME (FORM 1040, LINE 41)	-369,293.
LESS: DEDUCTION FOR EXEMPTIONS (FORM 1040, LINE 42)	-7,800.
PLUS: NOL CARRYOVERS FROM 2007 AND LATER YEARS	372,770.
2013 TAXABLE INCOME BEFORE NOL DEDUCTION	<u>-4,323.</u>

STATEMENT 1
FORM 1040, LINE 21
2007 NOL UTILIZATION

INITIAL LOSS	183,514.
NOL CARRYOVER AVAILABLE IN 2013	138,167.
MODIFIED TAXABLE INCOME (FROM LINE 9 BELOW)	6,277.
NOL ABSORBED THIS YEAR	6,277.
TAXABLE INCOME AFTER NOL DEDUCTION	0.
NOL CARRYOVER TO 2014	131,890.

WORKSHEET FOR NOL CARRYOVER
COMPUTED FOR FIRST NOL THAT REDUCES TAXABLE INCOME BELOW ZERO
PER IRS PUBLICATION 536

NOL YEAR: 2007
USE YOUR 2013 FORM 1040 OR FORM 1040NR TO COMPLETE THIS WORKSHEET

1. NOL DEDUCTION FOR THE NOL YEAR ENTERED ABOVE	138,167.
2. TAXABLE INCOME BEFORE THE NOL DEDUCTION FOR 2007 AND LATER YEARS	-4,323.
3. NET CAPITAL LOSS DEDUCTION	3,000.
4. GAIN EXCLUDED ON SALE OF SMALL BUSINESS STOCK	0.
5. DOMESTIC PRODUCTION ACTIVITIES DEDUCTION	0.
6. ADJUSTMENTS TO ADJUSTED GROSS INCOME	0.
7. ADJUSTMENTS TO ITEMIZED DEDUCTIONS (LINE 35)	-200.
8. DEDUCTION FOR EXEMPTIONS	7,800.
9. MODIFIED TAXABLE INCOME	6,277.
10. NOL CARRYOVER TO 2014	131,890.

ADJUSTMENTS TO ITEMIZED DEDUCTIONS

11. AGI WITHOUT THE NOL DEDUCTION FOR THE YEAR ENTERED ABOVE	22,615.
12. COMBINE LINE 3, 4, 5, AND 6 ABOVE	3,000.
13. MODIFIED ADJUSTED GROSS INCOME	25,615.

ADJUSTMENT TO CHARITABLE CONTRIBUTIONS

22. CHARITABLE CONTRIBUTIONS (FORM 1040, SCH A, LN 19)	0.
23. CHARITABLE CONTRIBUTIONS REFIGURED USING LINE 13	200.
24. SUBTRACT LINE 23 FROM LINE 22	-200.
TENTATIVE TOTAL ADJUSTMENT	

35. COMBINE LINES 18, 21, 24, 29, AND 34	-200.
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MANFRED AND PATRICIA SPRENGER

(CONTINUED)
STATEMENT 1
FORM 1040, LINE 21
2011 NOL UTILIZATION

INITIAL LOSS	234,603.
NOL CARRYOVER AVAILABLE IN 2013	234,603.
TAXABLE INCOME BEFORE NOL DEDUCTION	0.
NOL ABSORBED THIS YEAR	0.
TAXABLE INCOME AFTER NOL DEDUCTION	0.
NOL CARRYOVER TO 2014	234,603.

STATEMENT 2 - STEEL FABRICATORS
SCHEDULE C, PART V
OTHER EXPENSES

AMORTIZATION	\$	62,402.
BANK CHARGES		2,152.
COMPUTER & INTERNET EXP.		6,838.
LICENSE AND PERMITS		370.
MISCELLANEOUS		2,065.
OUTSIDE SERVICES		108,384.
POSTAGE		154.
PRINTING		19,931.
TELEPHONE		5,661.
TOOLS		2,247.
TOTAL	\$	<u>210,204.</u>

1030



STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
2013 INDIVIDUAL INCOME TAX RETURN

SC1040(Rev. 8/20/13)
3075

Your social security number [REDACTED]	Check if deceased ☐
Spouse's social security number [REDACTED]	Check if deceased ☐

**DO NOT USE THIS FORM TO FILE A
CORRECTED RETURN. SEE SC1040
INSTRUCTIONS FOR ADDITIONAL
INFORMATION.**

For the year January 1 - December 31, 2013, or fiscal tax year beginning		2013 and ending		2014	
Enter your first name and initial MANFRED			Last name SPRENGER		Suff.
Spouse's first name, if married filing jointly PATRICIA			Last name SPRENGER		
Check if new address ☐	Mailing address (number and street, Apt. No or P.O. Box) Foreign address, see instructions 308 SHAGBARK CIRCLE				County code 23
City SIMPSONVILLE	State SC	Zip 29680	Area Code: Daytime telephone		
Check if address is outside US ☐	Foreign country address including Postal code (see instructions)				
Check this box if you are filing SC Schedule NR (Part year/Nonresident) ☐					
Check this box ONLY if filing a composite return on behalf of the nonresident partners/shareholders of a partnership or 'S' corporation ☐					
Check this box if you have filed a federal or state extension ☐					
Check this box if you served in a Military COMBAT ZONE during the filing period. ☐					
Enter the name of the combat zone:					
Check this box if this return is affected by a federally declared DISASTER AREA. ☐					
Enter the name of the disaster area:					
CHECK YOUR FEDERAL FILING STATUS (1) ☐ Single (2) ☒ Married filing jointly (3) ☐ Married filing separately. Enter spouse's SSN here: (4) ☐ Head-of-household (5) ☐ Widow(er) with dependent child					

Federal Exemptions

Enter the number of exemptions from your 2013 federal return **2**

Enter the number of exemptions listed above that were under the age of 6 years on December 31, 2013

Enter the number of taxpayers age 65 or older, as of December 31, 2013.....

Dependents:

First name	Last name	Social security number	Relationship	Date of birth (MM/DD/YYYY)

SCIA0112L 11/25/13



INCOME AND ADJUSTMENTS

2013

1	Enter federal taxable income from your federal form. If zero or less, enter zero here. Nonresident filers complete Schedule NR and enter total from line 50 on line 5 below.....	1	Dollars	0.00
---	---	---	---------	------

ADDITIONS TO FEDERAL TAXABLE INCOME

a	State tax addback, if itemizing on federal return (See instructions).....	a	248.00	
b	Out-of-state losses (See instructions) Check type of loss: ☐ Rental ☐ Business ☐ Other	b	00	
c	Expenses related to National Guard and Military Reserve income.....	c	00	
d	Interest income on obligations of states and political subdivisions other than South Carolina	d	00	
e	Other additions to income. Attach an explanation (See instructions)	e	00	
2	Add lines a through e and enter the total here. These are your total additions	2	248.00	
3	Add lines 1 and 2 and enter the total here	3	248.00	

SUBTRACTIONS FROM FEDERAL TAXABLE INCOME

f	State tax refund, if included on your federal return.....	f	00	Dollars
g	Total and permanent disability retirement income, if taxed on your federal return.	g	00	
h	Out-of-state income/gain — Do not include personal service income (See instructions) Check type of income/gain: ☐ Rental ☐ Business ☐ Other	h	00	
i	44% of net capital gains held for more than one year (See instructions)	i	00	
j	Volunteer deductions (See instructions) Check type of deduction: ☐ Firefighter ☐ HazMat ☐ Rescue Squad ☐ DNR ☐ Reserve Police ☐ Other	j	00	
k	Contributions to the SC College Investment Program ("Future Scholar") or the SC Tuition Prepayment Program (See instructions)	k	00	
l	Active Trade or Business Income deduction (See instructions)	l	00	
m	Interest income from obligations of the US government	m	00	
n	Certain nontaxable National Guard or Reserve Pay (See instructions)	n	00	
o	Social security and/or railroad retirement, if taxed on your federal return	o	00	
p	Caution: Retirement Deduction (See instructions)			
p-1	Taxpayer: date of birth	p-1	00	
p-2	Spouse: date of birth	p-2	00	
p-3	Surviving spouse #1: date of birth of deceased spouse	p-3	00	
p-4	Surviving spouse #2: date of birth of deceased spouse	p-4	00	
q	Age 65 and older deduction (See instructions)			
q-1	Taxpayer: date of birth	q-1	00	
q-2	Spouse: date of birth	q-2	00	
r	Negative amount of federal taxable income	r	377,093.00	
s	Subsistence allowance _____ days @ \$8.00.....	s	00	
t	Dependents under the age of 6 years on December 31 of the tax year... ..	t	00	
u	Consumer Protection Services.....	u	00	
v	Other subtractions (See instructions).....	v	00	
4	Add lines f through v and enter here. These are your total subtractions	4	377,093.00	
5	Residents subtract line 4 from line 3 and enter the difference. Nonresidents enter amount from Schedule NR, line 50. If less than zero enter zero here. This is your South Carolina INCOME SUBJECT TO TAX.	5	0.00	
6	TAX: enter tax from SOUTH CAROLINA tax tables.....	6	0.00	
7	TAX on Lump Sum Distribution (Attach SC4972).....	7	00	
8	TAX on Active Trade or Business Income (Attach I-335).....	8	00	
9	TAX on excess withdrawals from Catastrophe Savings Accounts.....	9	00	
10	Add lines 6 through 9 and enter the total here..... This is your TOTAL SOUTH CAROLINA TAX	10	0.00	
11	Child and Dependent Care (See instructions)	11	00	
12	Two Wage Earner Credit (See instructions)	12	00	
13	Other non-refundable credits. Attach SC1040TC and other state return(s)	13	00	
14	TOTAL non-refundable credits. Add lines 11 through 13 and enter the total here.....	14	00	
15	SUBTRACT line 14 from line 10. Enter the difference BUT NOT LESS THAN ZERO here	15	0.00	



2013

PAYMENTS AND REFUNDABLE CREDITS

16	SC INCOME TAX WITHHELD (Attach W-2 or SC41)		00	20	Other SC withholding (Attach Form 1099)		00		
17	2013 estimated tax payments		00	21	Tuition tax credit (Attach I-319)		00		
18	Amount paid with extension		00	22	Other refundable credit(s)		00		
19	NR sale of real estate		00						
				Check type:					
				☐ Anhydrous Ammonia (Attach I-333)					
				☐ Milk Credit (Attach I-334)					
				☐ Classroom Teacher Expenses (Attach I-360)					
23	Add lines 16 through 22 and enter the total here..... These are your TOTAL PAYMENTS							23	00
24	If line 23 is LARGER than line 15, subtract line 15 from line 23 and enter the OVERPAYMENT							24	00
25	If line 15 is LARGER than line 23, subtract line 23 from line 15 and enter the AMOUNT DUE							25	0.00
26	USE TAX: (See instructions)			26	0.00				
27	Amount of line 24 to be credited to your 2014 Estimated Tax.....			27	00				
28	Total Contributions for Check-offs (Attach I-330)			28	00				
29	Add lines 26 through 28 and enter the total here.....							29	00
30	If line 29 is larger than line 24, go to line 31. Otherwise, subtract line 29 from line 24 and enter the AMOUNT TO BE REFUNDED TO YOU (line 30a check box entry is required)..... REFUND							30	00
REFUND OPTIONS (subject to program limitations)									
30a Mark one refund choice: ☐ Direct Deposit (30b required) ☐ Debit Card* ☐ Paper Check									
*SCDOR Income Tax Refund Prepaid Debit Card Issued by Bank Of America									
30b Direct Deposit (for US Accounts Only) Type: ☐ Checking ☐ Savings									
Routing Number (RTN) _____ Must be 9 digits. The first two numbers of the RTN must be 01 through 12 or 21 through 32									
Bank Account Number (BAN) _____ 1-17 digits									
31	Tax Due: Add lines 25 and 29. If line 29 is larger than line 24, subtract line 24 from line 29 and enter the amount.....							31	00
32	Late filing and/or late payment: Penalties _____ Interest _____ (See Instructions) Enter total here..							32	00
33	Penalty for Underpayment of Estimated Tax (Attach SC2210)							33	00
								33	00
(See instructions and enter letter in box if applicable) Exception to Underpayment of Estimated Tax ☐								33	00
34	Add lines 31 through 33 and enter the AMOUNT YOU OWE here..... BALANCE DUE							34	0.00

Pay electronically free of charge at www.sctax.org. Click on DORePay and pay with Visa, MasterCard or by Electronic Funds Withdrawal (EFW) or include SC1040-V with your check or money order for the full amount payable to 'SC Department of Revenue'. Write your social security number and '2013 SC1040' on the payment.

Go Paperless! SCDOR will offer the option to receive your Form 1099-G/INT electronically instead of receiving it in the mail. Form 1099-G/INT is used when preparing your federal tax return.

Check here and enter your email address if you wish to receive information about obtaining your 1099-G/INT Income Tax Refund statement electronically.	Email Address
☐	

I declare that this return and all attachments are true, correct and complete to the best of my knowledge and belief.

Your signature	Date	Spouse's signature (if married filing jointly, BOTH must sign)
I authorize the Director of the Department of Revenue or delegate to discuss this return, attachments and related tax matters with the preparer.		Yes ☒ No ☐
		Preparer's printed name MARC L. SAUNDERS

If prepared by a person other than the taxpayer, his declaration is based on all information of which he has any knowledge.

Paid Preparer's Use Only	Preparer signature MARC L. SAUNDERS	Date	Check if self-employed ☐	PTIN [REDACTED]
	Firm name (or yours if self-employed) and address and Zip Code SAUNDERS O'DELL P.A. SIMPSONVILLE, SC 29681	FEIN 57-0812016	Phone No. (864) 963-3467	

MAIL TO: **REFUNDS OR ZERO TAX**

BALANCE DUE

SC1040 Processing Center, PO Box 101100, Columbia, SC 29211-0100

Taxable Processing Center, PO Box 101105, Columbia, SC 29211-0105

Form **1040** Department of the Treasury—Internal Revenue Service (99) **U.S. Individual Income Tax Return** **2014** OMB No. 1545-0074 IRS Use Only—Do not write or staple in this space.

For the year Jan. 1–Dec. 31, 2014, or other tax year beginning 2014, ending 20 See separate instructions.

Your first name and initial **MANFRED** Last name **SPRENGER**

If a joint return, spouse's first name and initial **PATRICIA** Last name **SPRENGER** Spouse's social security number

Home address (number and street). If you have a P.O. box, see instructions. **308 SHAGBARK CIRCLE** Apt. no. **▲** Make sure the SSN(s) above and on line 6c are correct.

City, town or post office, state, and ZIP code. If you have a foreign address, also complete spaces below (see instructions). **SIMPSONVILLE SC 29680**

Foreign country name Foreign province/state/county Foreign postal code Presidential Election Campaign Check here if you, or your spouse if filing jointly, want \$3 to go to this fund. Checking a box below will not change your tax or refund. ☐ You ☐ Spouse

Filing Status 1 ☐ Single 4 ☐ Head of household (with qualifying person). (See instructions.) If the qualifying person is a child but not your dependent, enter this child's name here. 2 ☒ Married filing jointly (even if only one had income) 5 ☐ Qualifying widow(er) with dependent child 3 ☐ Married filing separately. Enter spouse's SSN above and full name here. Check only one box.

Exemptions 6a ☒ Yourself. If someone can claim you as a dependent, do not check box 6a 6b ☒ Spouse } Boxes checked on 6a and 6b **2**

c Dependents: (1) First name Last name (2) Dependent's social security number (3) Dependent's relationship to you (4) ☒ If child under age 17 qual. for child tax credit (see instr.) No. of children on 5c who: • lived with you • did not live with you due to divorce or separation (see instructions) Dependents on 6c not entered above Add numbers on lines above **2**

d Total number of exemptions claimed **2**

Income 7 Wages, salaries, tips, etc. Attach Form(s) W-2 7 8a Taxable interest. Attach Schedule B if required 8a 9a Ordinary dividends. Attach Schedule B if required 9a 9b Qualified dividends 9b 10 Taxable refunds, credits, or offsets of state and local income taxes 10 11 Alimony received 11 12 Business income or (loss). Attach Schedule C or C-EZ 12 **64,694** 13 Capital gain or (loss). Attach Schedule D if required. If not required, check here ☐ 13 **-3,000** 14 Other gains or (losses). Attach Form 4797 14 15a IRA distributions 15a b Taxable amount 15b 16a Pensions and annuities 16a b Taxable amount 16b 17 Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E 17 18 Farm income or (loss). Attach Schedule F 18 19 Unemployment compensation 19 20a Social security benefits 20a b Taxable amount 20b 21 Other income. List type and amount **PRIOR YEAR NOL** 21 **-366,493** 22 Combine the amounts in the far right column for lines 7 through 21. This is your total income **22 -304,799**

Adjusted Gross Income 23 Educator expenses 23 24 Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ 24 25 Health savings account deduction. Attach Form 8889 25 26 Moving expenses. Attach Form 3903 26 27 Deductible part of self-employment tax. Attach Schedule SE 27 **4,318** 28 Self-employed SEP, SIMPLE, and qualified plans 28 29 Self-employed health insurance deduction 29 **23,449** 30 Penalty on early withdrawal of savings 30 31a Alimony paid b Recipient's SSN 31a 32 IRA deduction 32 33 Student loan interest deduction 33 34 Tuition and fees. Attach Form 8917 34 35 Domestic production activities deduction. Attach Form 8903 35 36 Add lines 23 through 35 36 **27,767** 37 Subtract line 36 from line 22. This is your adjusted gross income **37 -332,566**

Form 1040 (2014) **MANFRED & PATRICIA SPRENGER****Tax and Credits**

38	Amount from line 37 (adjusted gross income)	38	-332,566
39a	Check ☐ You were born before January 2, 1950, ☐ Blind. ☐ Spouse was born before January 2, 1950, ☐ Blind. Total boxes checked ☐ 39a		
b	If your spouse itemizes on a separate return or you were a dual-status alien, check here ☐ 39b		
40	Itemized deductions (from Schedule A) or your standard deduction (see left margin)	40	20,246
41	Subtract line 40 from line 38	41	-352,812
42	Exemptions. If line 38 is \$152,525 or less, multiply \$3,950 by the number on line 6d. Otherwise, see instructions	42	7,900
43	Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, enter -0-	43	0
44	Tax (see instr.). Check if any from: a ☐ Form(s) 8814 b ☐ Form 4972 c ☐	44	0
45	Alternative minimum tax (see instructions). Attach Form 6251	45	
46	Excess advance premium tax credit repayment. Attach Form 8962	46	
47	Add lines 44, 45, and 46	47	
48	Foreign tax credit. Attach Form 1116 if required	48	
49	Credit for child and dependent care expenses. Attach Form 2441	49	
50	Education credits from Form 8863, line 19	50	
51	Retirement savings contributions credit. Attach Form 8880	51	
52	Child tax credit. Attach Schedule 8812, if required	52	
53	Residential energy credits. Attach Form 5695	53	
54	Other credits from Form: a ☐ 3800 b ☐ 8801 c ☐	54	
55	Add lines 48 through 54. These are your total credits	55	
56	Subtract line 55 from line 47. If line 55 is more than line 47, enter -0-	56	0

Standard Deduction for—

• People who check any box on line 39a or 39b or who can be claimed as a dependent, see instructions.

• All others:

Single or Married filing separately, \$5,200

Married filing jointly or Qualifying widow(er), \$12,400

Head of household, \$9,100

Other Taxes

57	Self-employment tax. Attach Schedule SE	57	8,636
58	Unreported social security and Medicare tax from Form: a ☐ 4137 b ☐ 8919	58	
59	Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required	59	
60a	Household employment taxes from Schedule H	60a	
b	First-time homebuyer credit repayment. Attach Form 5405 if required	60b	
61	Health care: individual responsibility (see instructions) Full-year coverage ☒	61	
62	Taxes from: a ☐ Form 8959 b ☐ Form 8960 c ☐ Instructions; enter code(s)	62	
63	Add lines 56 through 62. This is your total tax	63	8,636

Payments

If you have a qualifying child, attach Schedule EIC.

64	Federal income tax withheld from Forms W-2 and 1099	64	
65	2014 estimated tax payments and amount applied from 2013 return	65	
66a	Earned Income credit (EIC)	66a	
b	Nontaxable combat pay election ☐ 66b		
67	Additional child tax credit. Attach Schedule 8812	67	
68	American opportunity credit from Form 8863, line 8	68	
69	Net premium tax credit. Attach Form 8962	69	
70	Amount paid with request for extension to file	70	
71	Excess social security and tier 1 RRTA tax withheld	71	
72	Credit for federal tax on fuels. Attach Form 4136	72	
73	Credits from Form: a ☐ 2439 b ☒ Reserved c ☐ Reserved d ☐	73	
74	Add lines 64, 65, 66a, and 67 through 73. These are your total payments	74	

Refund

75	If line 74 is more than line 63, subtract line 63 from line 74. This is the amount you overpaid	75	
76a	Amount of line 75 you want refunded to you. If Form 8888 is attached, check here ☐	76a	
b	Routing number	c	Type: ☐ Checking ☐ Savings
d	Account number		
77	Amount of line 75 you want applied to your 2015 estimated tax	77	

Amount You Owe

78	Amount you owe. Subtract line 74 from line 63. For details on how to pay, see instructions	78	8,779
79	Estimated tax penalty (see instructions)	79	143

Third Party Designee

Do you want to allow another person to discuss this return with the IRS (see instructions)? ☒ Yes. Complete below. ☐ No

Designee's name **BENJAMIN O'DELL** Personal identification number (PIN) **25705** Phone no. **864-963-3467**

Sign Here

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Your signature **CEO** Date **05/14/15** Your occupation **HOUSEWIFE** Daytime phone number **864-963-3467**

Spouse's signature. If a joint return, both must sign. Date **05/14/15** Spouse's occupation **HOUSEWIFE** Daytime phone number **864-963-3467**

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
BENJAMIN O'DELL	BENJAMIN O'DELL	05/14/15	☐	P01281657
Preparer's name	Firm's EIN		Phone no.	
SAUNDERS O'DELL PA	57-0812016		864-963-3467	
Preparer's address	Firm's address			
210 E TRADE ST	SC 29681-2632			
SIMPSONVILLE	210 E TRADE ST			

SCHEDULE A
(Form 1040)Department of the Treasury
Internal Revenue Service (99)**Itemized Deductions**► Information about Schedule A and its separate instructions is at www.irs.gov/schedulea.

► Attach to Form 1040.

OMB No. 1545-0074

2014Attachment
Sequence No. **07**

Name(s) shown on Form 1040

Your social security number

MANFRED & PATRICIA SPRENGER

Medical and Dental Expenses		Caution. Do not include expenses reimbursed or paid by others.			
1	Medical and dental expenses (see instructions)	1			
2	Enter amount from Form 1040, line 38	2			
3	Multiply line 2 by 10% (.10). But if either you or your spouse was born before January 2, 1950, multiply line 2 by 7.5% (.075) instead	3			
4	Subtract line 3 from line 1. If line 3 is more than line 1, enter -0-			4	
Taxes You Paid		5 State and local (check only one box):			
	a ☐ Income taxes, or	5			
	b ☐ General sales taxes				
6	Real estate taxes (see instructions)	6	1,970		
7	Personal property taxes	7	1,470		
8	Other taxes. List type and amount ►	8			
9	Add lines 5 through 8			9	3,440
Interest You Paid		10 Home mortgage interest and points reported to you on Form 1098		10	16,806
Note. Your mortgage interest deduction may be limited (see instructions).		11 Home mortgage interest not reported to you on Form 1098. If paid to the person from whom you bought the home, see instructions and show that person's name, identifying no., and address ►		11	
		12 Points not reported to you on Form 1098. See instructions for special rules		12	
		13 Mortgage insurance premiums (see instructions)		13	
		14 Investment interest. Attach Form 4952 if required. (See instructions.)		14	
		15 Add lines 10 through 14		15	16,806
Gifts to Charity		16 Gifts by cash or check. If you made any gift of \$250 or more, see instructions		16	
If you made a gift and got a benefit for it, see instructions.		17 Other than by cash or check. If any gift of \$250 or more, see instructions. You must attach Form 8283 if over \$500		17	
		18 Carryover from prior year		18	
		19 Add lines 16 through 18		19	
Casualty and Theft Losses		20 Casualty or theft loss(es). Attach Form 4684. (See instructions.)		20	
Job Expenses and Certain Miscellaneous Deductions		21 Unreimbursed employee expenses—job travel, union dues, job education, etc. Attach Form 2106 or 2106-EZ if required. (See instructions.) ►		21	
		22 Tax preparation fees		22	
		23 Other expenses—investment, safe deposit box, etc. List type and amount ►		23	
		24 Add lines 21 through 23		24	
		25 Enter amount from Form 1040, line 38		25	
		26 Multiply line 25 by 2% (.02)		26	
		27 Subtract line 26 from line 24. If line 26 is more than line 24, enter -0-		27	
Other Miscellaneous Deductions		28 Other—from list in instructions. List type and amount ►		28	
Total Itemized Deductions		29 Is Form 1040, line 38, over \$152,525?		29	20,246
		☒ No. Your deduction is not limited. Add the amounts in the far right column for lines 4 through 28. Also, enter this amount on Form 1040, line 40.			
		☐ Yes. Your deduction may be limited. See the Itemized Deductions Worksheet in the instructions to figure the amount to enter.			
		30 If you elect to itemize deductions even though they are less than your standard deduction, check here ☐			

SCHEDULE C
(Form 1040)**Profit or Loss From Business**

(Sole Proprietorship)

OMB No. 1545-0074

2014Attachment
Sequence No. **09**Department of the Treasury
Internal Revenue Service (99)► Information about Schedule C and its separate instructions is at www.irs.gov/schedulec.
► Attach to Form 1040, 1040NR, or 1041; partnerships generally must file Form 1065.

Name of proprietor

MANFRED SPRENGER

Social security number (SSN)

A Principal business or profession, including product or service (see instructions)**STEEL FABRICATORS****B** Enter code from Instructions► **238120****C** Business name. If no separate business name, leave blank.**MS PRODUCTION SOLUTION LLC****D** Employer ID number (EIN), (see instr.)**20-8906600****E** Business address (including suite or room no.) ► **233 BEVERLY RD**City, town or post office, state, and ZIP code **GREENVILLE SC 29609****F** Accounting method: (1) ☒ Cash (2) ☐ Accrual (3) ☐ Other (specify) ►**G** Did you "materially participate" in the operation of this business during 2014? If "No," see instructions for limit on losses☒ Yes ☐ No**H** If you started or acquired this business during 2014, check here**I** Did you make any payments in 2014 that would require you to file Form(s) 1099? (see instructions)☒ Yes ☐ No**J** If "Yes," did you or will you file required Forms 1099?☒ Yes ☐ No**Part I Income**

1 Gross receipts or sales. See instructions for line 1 and check the box if this income was reported to you on Form W-2 and the "Statutory employee" box on that form was checked	☐	1	1,608,540
2 Returns and allowances		2	
3 Subtract line 2 from line 1		3	1,608,540
4 Cost of goods sold (from line 42)		4	821,128
5 Gross profit. Subtract line 4 from line 3		5	787,412
6 Other income, including federal and state gasoline or fuel tax credit or refund (see instructions)		6	
7 Gross income. Add lines 5 and 6		7	787,412

Part II Expenses. Enter expenses for business use of your home only on line 30.

8 Advertising	8	18 Office expense (see instructions)	18	20,070
9 Car and truck expenses (see instructions)	9	19 Pension and profit-sharing plans	19	
10 Commissions and fees	10	20 Rent or lease (see instructions):		
11 Contract labor (see instructions)	11	a Vehicles, machinery, and equipment	20a	118,593
12 Depletion	12	b Other business property	20b	
13 Depreciation and section 179 expense deduction (not included in Part III) (see instructions)	13	21 Repairs and maintenance	21	6,443
14 Employee benefit programs (other than on line 19)	14	22 Supplies (not included in Part III)	22	400
15 Insurance (other than health)	15	23 Taxes and licenses	23	43,236
16 Interest:		24 Travel, meals, and entertainment:		
a Mortgage (paid to banks, etc.)	16a	a Travel	24a	
b Other	16b	b Deductible meals and entertainment (see instructions)	24b	3,761
		25 Utilities	25	6,753
		26 Wages (less employment credits)	26	189,154
17 Legal and professional services	17	27a Other expenses (from line 48)	27a	124,998
		b Reserved for future use	27b	

28 Total expenses before expenses for business use of home. Add lines 8 through 27a	28	722,718
29 Tentative profit or (loss). Subtract line 28 from line 7	29	64,694

30 Expenses for business use of your home. Do not report these expenses elsewhere. Attach Form 8829 unless using the simplified method (see instructions).

Simplified method filers only: enter the total square footage of: (a) your home: _____

and (b) the part of your home used for business: _____. Use the Simplified

Method Worksheet in the instructions to figure the amount to enter on line 30

31 Net profit or (loss). Subtract line 30 from line 29.

• If a profit, enter on both Form 1040, line 12 (or Form 1040NR, line 13) and on Schedule SE, line 2.

(If you checked the box on line 1, see instructions). Estates and trusts, enter on Form 1041, line 3.

• If a loss, you must go to line 32.

32 If you have a loss, check the box that describes your investment in this activity (see instructions).

• If you checked 32a, enter the loss on both Form 1040, line 12, (or Form 1040NR, line 13) and on Schedule SE, line 2. (If you checked the box on line 1, see the line 31 instructions). Estates and trusts, enter on Form 1041, line 3.

• If you checked 32b, you must attach Form 6198. Your loss may be limited.

32a ☐ All investment is at risk.
32b ☐ Some investment is not at risk.

**SCHEDULE D
(Form 1040)****Capital Gains and Losses**

OMB No. 1545-0074

Department of the Treasury
Internal Revenue Service (99)

- Attach to Form 1040 or Form 1040NR.
- Information about Schedule D and its separate instructions is at www.irs.gov/scheduled.
- Use Form 8949 to list your transactions for lines 1b, 2, 3, 8b, 9, and 10.

2014
Attachment
Sequence No. 12

Name(s) shown on return

MANFRED & PATRICIA SPRENGER

Your social security number

Part I Short-Term Capital Gains and Losses – Assets Held One Year or Less

See instructions for how to figure the amounts to enter on the lines below.

This form may be easier to complete if you round off cents to whole dollars.

	(d) Proceeds (sales price)	(e) Cost (or other basis)	(g) Adjustments to gain or loss from Form(s) 8949, Part I, line 2, column (g)	(h) Gain or (loss) Subtract column (e) from column (d) and combine the result with column (g)
1a Totals for all short-term transactions reported on Form 1099-B for which basis was reported to the IRS and for which you have no adjustments (see instructions). However, if you choose to report all these transactions on Form 8949, leave this line blank and go to line 1b				
1b Totals for all transactions reported on Form(s) 8949 with Box A checked				
2 Totals for all transactions reported on Form(s) 8949 with Box B checked				
3 Totals for all transactions reported on Form(s) 8949 with Box C checked				
4 Short-term gain from Form 6252 and short-term gain or (loss) from Forms 4684, 6781, and 8824			4	-1,431
5 Net short-term gain or (loss) from partnerships, S corporations, estates, and trusts from Schedule(s) K-1			5	
6 Short-term capital loss carryover. Enter the amount, if any, from line 8 of your Capital Loss Carryover Worksheet in the instructions			6	17,138
7 Net short-term capital gain or (loss). Combine lines 1a through 6 in column (h). If you have any long-term capital gains or losses, go to Part II below. Otherwise, go to Part III on the back			7	-18,569

Part II Long-Term Capital Gains and Losses – Assets Held More Than One Year

See instructions for how to figure the amounts to enter on the lines below.

This form may be easier to complete if you round off cents to whole dollars.

	(d) Proceeds (sales price)	(e) Cost (or other basis)	(g) Adjustments to gain or loss from Form(s) 8949, Part II, line 2, column (g)	(h) Gain or (loss) Subtract column (e) from column (d) and combine the result with column (g)
8a Totals for all long-term transactions reported on Form 1099-B for which basis was reported to the IRS and for which you have no adjustments (see instructions). However, if you choose to report all these transactions on Form 8949, leave this line blank and go to line 8b				
8b Totals for all transactions reported on Form(s) 8949 with Box D checked				
9 Totals for all transactions reported on Form(s) 8949 with Box E checked				
10 Totals for all transactions reported on Form(s) 8949 with Box F checked				
11 Gain from Form 4797, Part I; long-term gain from Forms 2439 and 6252; and long-term gain or (loss) from Forms 4684, 6781, and 8824			11	-2,146
12 Net long-term gain or (loss) from partnerships, S corporations, estates, and trusts from Schedule(s) K-1			12	
13 Capital gain distributions. See the instructions			13	
14 Long-term capital loss carryover. Enter the amount, if any, from line 13 of your Capital Loss Carryover Worksheet in the instructions			14	
15 Net long-term capital gain or (loss). Combine lines 8a through 14 in column (h). Then go to Part III on the back			15	-2,146

For Paperwork Reduction Act Notice, see your tax return instructions.

Schedule D (Form 1040) 2014

MANFRED & PATRICIA SPRENGER

Schedule D (Form 1040) 2014

Page **2****Part III Summary**

16 Combine lines 7 and 15 and enter the result	16	-20,715
• If line 16 is a gain, enter the amount from line 16 on Form 1040, line 13, or Form 1040NR, line 14. Then go to line 17 below. • If line 16 is a loss, skip lines 17 through 20 below. Then go to line 21. Also be sure to complete line 22. • If line 16 is zero, skip lines 17 through 21 below and enter -0- on Form 1040, line 13, or Form 1040NR, line 14. Then go to line 22.		
17 Are lines 15 and 16 both gains? ☐ Yes. Go to line 18. ☐ No. Skip lines 18 through 21, and go to line 22.		
18 Enter the amount, if any, from line 7 of the 28% Rate Gain Worksheet in the instructions	18	
19 Enter the amount, if any, from line 18 of the Unrecaptured Section 1250 Gain Worksheet in the instructions	19	
20 Are lines 18 and 19 both zero or blank? ☐ Yes. Complete the Qualified Dividends and Capital Gain Tax Worksheet in the instructions for Form 1040, line 44 (or in the instructions for Form 1040NR, line 42). Do not complete lines 21 and 22 below. ☐ No. Complete the Schedule D Tax Worksheet in the instructions. Do not complete lines 21 and 22 below.		
21 If line 16 is a loss, enter here and on Form 1040, line 13, or Form 1040NR, line 14, the smaller of: • The loss on line 16 or • (\$3,000), or if married filing separately, (\$1,500)	21	(3,000)
Note. When figuring which amount is smaller, treat both amounts as positive numbers.		
22 Do you have qualified dividends on Form 1040, line 9b, or Form 1040NR, line 10b? ☐ Yes. Complete the Qualified Dividends and Capital Gain Tax Worksheet in the instructions for Form 1040, line 44 (or in the instructions for Form 1040NR, line 42). ☒ No. Complete the rest of Form 1040 or Form 1040NR.		

Schedule D (Form 1040) 2014

SCHEDULE SE
(Form 1040)Department of the Treasury
Internal Revenue Service (99)**Self-Employment Tax**► Information about Schedule SE and its separate instructions is at www.irs.gov/schedulese.

► Attach to Form 1040 or Form 1040NR.

OMB No. 1545-0074

2014Attachment
Sequence No. **17**

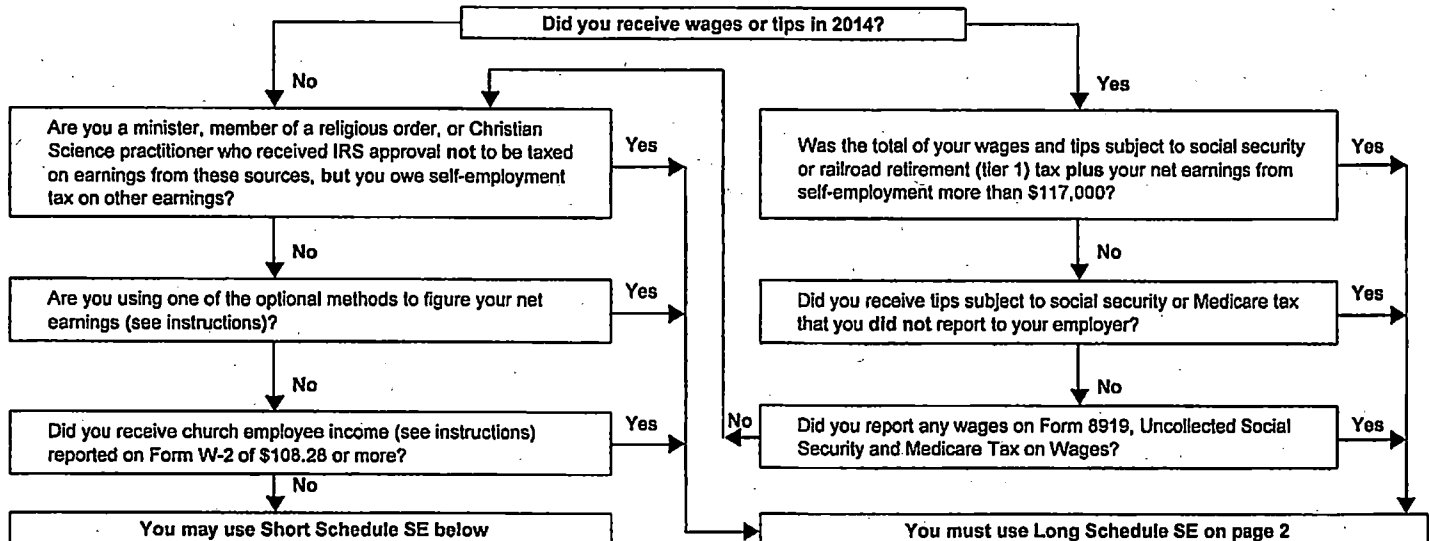
Name of person with self-employment income (as shown on Form 1040 or Form 1040NR)

MANFRED SPRENGERSocial security number of person
with self-employment income ►

Before you begin: To determine if you must file Schedule SE, see the instructions.

May I Use Short Schedule SE or Must I Use Long Schedule SE?

Note. Use this flowchart only if you must file Schedule SE. If unsure, see Who Must File Schedule SE in the instructions.

**Section A — Short Schedule SE. Caution. Read above to see if you can use Short Schedule SE.**

1a Net farm profit or (loss) from Schedule F, line 34, and farm partnerships, Schedule K-1 (Form 1065), box 14, code A	1a	
b If you received social security retirement or disability benefits, enter the amount of Conservation Reserve Program payments included on Schedule F, line 4b, or listed on Schedule K-1 (Form 1065), box 20, code Z	1b	
2 Net profit or (loss) from Schedule C, line 31; Schedule C-EZ, line 3; Schedule K-1 (Form 1065), box 14, code A (other than farming); and Schedule K-1 (Form 1065-B), box 9, code J1. Ministers and members of religious orders, see instructions for types of income to report on this line. See instructions for other income to report	2	61,117
3 Combine lines 1a, 1b, and 2	3	61,117
4 Multiply line 3 by 92.35% (.9235). If less than \$400, you do not owe self-employment tax; do not file this schedule unless you have an amount on line 1b Note. If line 4 is less than \$400 due to Conservation Reserve Program payments on line 1b, see instructions.	4	56,442
5 Self-employment tax. If the amount on line 4 is: • \$117,000 or less, multiply line 4 by 15.3% (.153). Enter the result here and on Form 1040, line 57, or Form 1040NR, line 55 • More than \$117,000, multiply line 4 by 2.9% (.029). Then, add \$14,508 to the result. Enter the total here and on Form 1040, line 57, or Form 1040NR, line 55	5	8,636
6 Deduction for one-half of self-employment tax. Multiply line 5 by 50% (.50). Enter the result here and on Form 1040, line 27, or Form 1040NR, line 27	6	4,318

For Paperwork Reduction Act Notice, see your tax return instructions.

Schedule SE (Form 1040) 2014

Form **6781**Department of the Treasury
Internal Revenue Service**Gains and Losses From Section 1256
Contracts and Straddles**▶ Information about Form 6781 and its instructions is at www.irs.gov/form6781.
▶ Attach to your tax return.

OMB No. 1545-0644

2014Attachment
Sequence No. **82**

Name(s) shown on tax return

MANFRED & PATRICIA SPRENGER

Identifying number

Check all applicable boxes (see instructions).

A

Mixed straddle election

C

Mixed straddle account election

B

Straddle-by-straddle identification election

D

Net section 1256 contracts loss election

Part I Section 1256 Contracts Marked to Market

(a) Identification of account		(b) (Loss)	(c) Gain
1	TRADESTATION SECURITIES	-460	
	TRADESTATION SECURITIES	-3,117	
2	Add the amounts on line 1 in columns (b) and (c)	2 (3,577)	
3	Net gain or (loss). Combine line 2, columns (b) and (c)		3 -3,577
4	Form 1099-B adjustments. See instructions and attach statement		4
5	Combine lines 3 and 4		5 -3,577
Note: If line 5 shows a net gain, skip line 6 and enter the gain on line 7. Partnerships and S corporations, see instructions.			
6	If you have a net section 1256 contracts loss and checked box D above, enter the amount of loss to be carried back. Enter the loss as a positive number. If you did not check box D, enter -0-		6
7	Combine lines 5 and 6		7 -3,577
8	Short-term capital gain or (loss). Multiply line 7 by 40% (.40). Enter here and include on line 4 of Schedule D or on Form 8949 (see instructions)		8 -1,431
9	Long-term capital gain or (loss). Multiply line 7 by 60% (.60). Enter here and include on line 11 of Schedule D or on Form 8949 (see instructions)		9 -2,146

Part II Gains and Losses From Straddles. Attach a separate statement listing each straddle and its components.**Section A – Losses From Straddles**

(a) Description of property	(b) Date entered into or acquired	(c) Date closed out or sold	(d) Gross sales price	(e) Cost or other basis plus expense of sale	(f) Loss. If column (e) is more than (d), enter difference. Otherwise, enter -0-	(g) Unrecognized gain on offsetting positions	(h) Recognized loss. If column (f) is more than (g), enter difference. Otherwise, enter -0-
10							
11a Enter the short-term portion of losses from line 10, column (h), here and include on line 4 of Schedule D or on Form 8949 (see instructions)							11a ()
b Enter the long-term portion of losses from line 10, column (h), here and include on line 11 of Schedule D or on Form 8949 (see instructions)							11b ()

Section B – Gains From Straddles

(a) Description of property	(b) Date entered into or acquired	(c) Date closed out or sold	(d) Gross sales price	(e) Cost or other basis plus expense of sale	(f) Gain. If column (d) is more than (e), enter difference. Otherwise, enter -0-
12					
13a Enter the short-term portion of gains from line 12, column (f), here and include on line 4 of Schedule D or on Form 8949 (see instructions)					13a
b Enter the long-term portion of gains from line 12, column (f), here and include on line 11 of Schedule D or on Form 8949 (see instructions)					13b

Part III Unrecognized Gains From Positions Held on Last Day of Tax Year. Memo Entry Only (see instructions)

(a) Description of property	(b) Date acquired	(c) Fair market value on last business day of tax year	(d) Cost or other basis as adjusted	(e) Unrecognized gain. If column (c) is more than (d), enter difference. Otherwise, enter -0-
14				

Form **4562**

Depreciation and Amortization (Including Information on Listed Property)

OMB No. 1545-0172

2014Department of the Treasury
Internal Revenue Service (99)

► Attach to your tax return.
► Information about Form 4562 and its separate instructions is at www.irs.gov/form4562.

Attachment
Sequence No. **179**

Name(s) shown on return

MANFRED & PATRICIA SPRENGER

Business or activity to which this form relates

STEEL FABRICATORS**Part I Election To Expense Certain Property Under Section 179**

Note: If you have any listed property, complete Part V before you complete Part I.

1	Maximum amount (see instructions)	1	500,000
2	Total cost of section 179 property placed in service (see instructions)	2	
3	Threshold cost of section 179 property before reduction in limitation (see instructions)	3	2,000,000
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions	5	
6	(a) Description of property	(b) Cost (business use only)	(c) Elected cost
7	Listed property. Enter the amount from line 29	7	
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8	
9	Tentative deduction. Enter the smaller of line 5 or line 8	9	
10	Carryover of disallowed deduction from line 13 of your 2013 Form 4562	10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5 (see instructions)	11	
12	Section 179 expense deduction. Add lines 9 and 10, but do not enter more than line 11	12	
13	Carryover of disallowed deduction to 2015. Add lines 9 and 10, less line 12	13	

Note: Do not use Part II or Part III below for listed property. Instead, use Part V.

Part II Special Depreciation Allowance and Other Depreciation (Do not include listed property.) (See instructions.)

14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year (see instructions)	14	
15	Property subject to section 168(f)(1) election	15	
16	Other depreciation (including ACRS)	16	

Part III MACRS Depreciation (Do not include listed property.) (See instructions.)**Section A**

17	MACRS deductions for assets placed in service in tax years beginning before 2014	17	13,857
18	If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here		

Section B—Assets Placed in Service During 2014 Tax Year Using the General Depreciation System

(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only—see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a 3-year property						
b 5-year property						
c 7-year property						
d 10-year property						
e 15-year property						
f 20-year property						
g 25-year property			25 yrs.		S/L	
h Residential rental property			27.5 yrs.	MM	S/L	
i Nonresidential real property			27.5 yrs.	MM	S/L	
			39 yrs.	MM	S/L	
				MM	S/L	

Section C—Assets Placed in Service During 2014 Tax Year Using the Alternative Depreciation System

20a Class life					S/L	
b 12-year			12 yrs.		S/L	
c 40-year			40 yrs.	MM	S/L	

Part IV Summary (See instructions.)

21	Listed property. Enter amount from line 28	21	1,775
22	Total. Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations—see instructions	22	15,632
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23	

For Paperwork Reduction Act Notice, see separate instructions.

Form **4562** (2014)

MANFRED & PATRICIA SPRENGER

Form 4562 (2014)

Page **2****Part V Listed Property** (Include automobiles, certain other vehicles, certain aircraft, certain computers, and property used for entertainment, recreation, or amusement.)

Note: For any vehicle for which you are using the standard mileage rate or deducting lease expense, complete only 24a, 24b, columns (a) through (c) of Section A, all of Section B, and Section C if applicable.

Section A—Depreciation and Other Information (Caution: See the instructions for limits for passenger automobiles.)

24a Do you have evidence to support the business/investment use claimed?					☒ Yes		☐ No		24b If "Yes," is the evidence written?					☒ Yes		☐ No	
(a) Type of property (list vehicles first)	(b) Date placed in service	(c) Business/ investment use percentage	(d) Cost or other basis	(e) Basis for depreciation (business/investment use only)	(f) Recovery period	(g) Method/ Convention	(h) Depreciation deduction	(i) Elected section 179 cost									
25 Special depreciation allowance for qualified listed property placed in service during the tax year and used more than 50% in a qualified business use (see instructions)								25									
26 Property used more than 50% in a qualified business use:																	
BMW 750	07/15/09	100.00%	109,620	98,660	5.0	200DBHY	1,775										
F150 TRUCK	12/21/09	100.00%															
27 Property used 50% or less in a qualified business use:																	
		%				S/L-											
		%				S/L-											
28 Add amounts in column (h), lines 25 through 27. Enter here and on line 21, page 1							28		1,775								
29 Add amounts in column (i), line 26. Enter here and on line 7, page 1							29										

Section B—Information on Use of Vehicles

Complete this section for vehicles used by a sole proprietor, partner, or other "more than 5% owner," or related person. If you provided vehicles to your employees, first answer the questions in Section C to see if you meet an exception to completing this section for those vehicles.

	(a) Vehicle 1		(b) Vehicle 2		(c) Vehicle 3		(d) Vehicle 4		(e) Vehicle 5		(f) Vehicle 6	
30 Total business/investment miles driven during the year (do not include commuting miles)												
31 Total commuting miles driven during the year												
32 Total other personal (noncommuting) miles driven												
33 Total miles driven during the year. Add lines 30 through 32												
34 Was the vehicle available for personal use during off-duty hours?	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
35 Was the vehicle used primarily by a more than 5% owner or related person?												
36 Is another vehicle available for personal use?												

Section C—Questions for Employers Who Provide Vehicles for Use by Their Employees

Answer these questions to determine if you meet an exception to completing Section B for vehicles used by employees who are not more than 5% owners or related persons (see instructions).

37 Do you maintain a written policy statement that prohibits all personal use of vehicles, including commuting, by your employees?	Yes	No
38 Do you maintain a written policy statement that prohibits personal use of vehicles, except commuting, by your employees? See the instructions for vehicles used by corporate officers, directors, or 1% or more owners		X
39 Do you treat all use of vehicles by employees as personal use?		X
40 Do you provide more than five vehicles to your employees, obtain information from your employees about the use of the vehicles, and retain the information received?		X
41 Do you meet the requirements concerning qualified automobile demonstration use? (See instructions.)		X

Note: If your answer to 37, 38, 39, 40, or 41 is "Yes," do not complete Section B for the covered vehicles.

Part VI Amortization

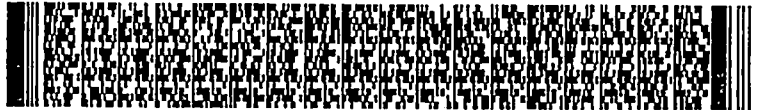
(a) Description of costs	(b) Date amortization begins	(c) Amortizable amount	(d) Code section	(e) Amortization period or percentage	(f) Amortization for this year
42 Amortization of costs that begins during your 2014 tax year (see instructions):					
43 Amortization of costs that began before your 2014 tax year					43
					62,402
44 Total. Add amounts in column (f). See the instructions for where to report					44
					62,402

1022



STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
2014 INDIVIDUAL INCOME TAX RETURN

SC 1040
(Rev. 7/29/14)
3075



Your social security number [REDACTED]	Check if deceased ☐
Spouse's social security number [REDACTED]	Check if deceased ☐

**DO NOT USE THIS FORM TO FILE A
CORRECTED RETURN. SEE SC1040
INSTRUCTIONS FOR ADDITIONAL
INFORMATION.**

For the year January 1 - December 31, 2014, or fiscal tax year beginning		2014 and ending		2015	
Print your first name and initial MANFRED			Last name SPRENGER		Suff.
Spouse's first name, if married filing jointly PATRICIA			Last name SPRENGER		
Check if new address ☐	Mailing address (number and street, Apt. no or P. O. Box) Foreign address, see instructions 308 SHAGBARK CIRCLE				County code 23
City SIMPSONVILLE	State SC	Zip 29680	Area code 803	Daytime telephone 548-5978	
Check if address is outside U.S. ☐	Foreign country address including Postal code (see instructions)				

Check this box if you are filing SC Schedule NR (Part year/Nonresident) ☐

Check this box ONLY if filing a composite return on behalf of a partnership or "S" corporation. Do not check this box if you are an individual. ☐

Check this box if you have filed a federal or state extension ☐

Check this box if you served in a Military COMBAT ZONE during the filing period ☐

Enter the name of the combat zone: _____

Check this box if this return is affected by a federally declared DISASTER AREA ☐

Enter the name of the disaster area: _____

CHECK YOUR FEDERAL FILING STATUS		(1) ☐ Single	(3) ☐ Married filing separately. Enter spouse's SSN here: _____
		(2) ☒ Married filing jointly	(4) ☐ Head-of-household (5) ☐ Widow(er) with dependent child

Federal Exemptions

Enter the number of exemptions from your 2014 federal return **2**

Enter the number of exemptions listed above that were under the age of 6 years on December 31, 2014 _____

Enter the number of taxpayers age 65 or older, as of December 31, 2014 _____

Dependents:

First name	Last name	Social security number	Relationship	Date of birth (MM/DD/YYYY)

3075102A

**INCOME AND ADJUSTMENTS****MANFRED & PATRICIA SPRENGER****2014**

1 Enter federal taxable income from your federal form. If zero or less, enter zero here. Dollars

Nonresident filers complete Schedule NR and enter total from line 50 on line 5 below 1 0 00

ADDITIONS TO FEDERAL TAXABLE INCOME

a State tax addback, if itemizing on federal return (See instructions) a 00 b Out-of-state losses (See instructions) Check type of loss: ☐ Rental ☐ Business ☐ Other b 00 c Expenses related to National Guard and Military Reserve income c 00 d Interest income on obligations of states and political subdivisions other than South Carolina d 00 e Other additions to income. Attach an explanation (See instructions) e 00	2 Add lines a through e and enter the total here. These are your total additions 2 00 3 Add lines 1 and 2 and enter the total here 3 00
---	---

SUBTRACTIONS FROM FEDERAL TAXABLE INCOME

f State tax refund, if included on your federal return f 00 g Total and permanent disability retirement income, if taxed on your federal return g 00 h Out-of-state income/gain - Do not include personal service income (See instructions) Check type of income/gain: ☐ Rental ☐ Business ☐ Other h 00 i 44% of net capital gains held for more than one year (See instructions) i 00 j Volunteer deductions (See instructions) Check type of deduction: ☐ Firefighter ☐ HazMat ☐ Rescue Squad ☐ DNR ☐ Reserve Police ☐ Other j 00 k Contributions to the SC College Investment Program ("Future Scholar") or the SC Tuition Prepayment Program (See instructions) k 00 l Active Trade or Business Income deduction (See instructions) l 00 m Interest income from obligations of the U.S. government m 00 n Certain nontaxable National Guard or Reserve Pay (See instructions) n 00 o Social security and/or railroad retirement, if taxed on your federal return o 00 p Caution: Retirement Deduction (See instructions) p-1 Taxpayer: date of birth p-1 00 p-2 Spouse: date of birth p-2 00 p-3 Surviving spouse #1: date of birth of deceased spouse p-3 00 p-4 Surviving spouse #2: date of birth of deceased spouse p-4 00 q Age 65 and older deduction (See instructions) q-1 Taxpayer: date of birth q-1 00 q-2 Spouse: date of birth q-2 00 r Negative amount of federal taxable income r 360,712 00 s Subsistence allowance _____ days @ \$8.00 s 00 t Dependents under the age of 6 years on December 31 of the tax year t 00 u Consumer Protection Services u 00 v Other subtractions (See instructions) SEE STMT 1 v 1 00	Dollars 4 Add lines f through v and enter here. These are your total subtractions 4 < 360,713 00> 5 Residents subtract line 4 from line 3 and enter the difference. Nonresidents enter amount from Schedule NR, line 50. If less than zero, enter zero here 5 0 00 6 TAX: enter tax from SOUTH CAROLINA tax tables 6 0 00 7 TAX on Lump Sum Distribution (Attach SC4972) 7 00 8 TAX on Active Trade or Business Income (Attach I-335) 8 00 9 TAX on excess withdrawals from Catastrophe Savings Accounts 9 00 10 Add lines 6 through 9 and enter the total here 10 00 11 Child and Dependent Care (See instructions) 11 00 12 Two Wage Earner Credit (See instructions) 12 00 13 Other non-refundable credits. Attach SC1040TC and other state return(s) 13 00 14 TOTAL non-refundable credits. Add lines 11 through 13 and enter the total here 14 00 15 SUBTRACT line 14 from line 10. Enter the difference BUT NOT LESS THAN ZERO here 15 00
---	---

30752026



MANFRED & PATRICIA SPRENGER

2014

PAYMENTS AND REFUNDABLE CREDITS

16 SC INCOME TAX WITHHELD (Attach W-2 or SC41)	00	20 Other SC withholding (Attach Form 1099)	00
17 2014 estimated tax payments	00	21 Tuition tax credit (Attach I-319)	00
18 Amount paid with extension	00	22 Other refundable credit(s)	00
19 NR sale of real estate	00		

Check type: ☐ Anhydrous Ammonia (Attach I-333)
☐ Milk Credit (Attach I-334)
☐ Classroom Teacher Expenses (Attach I-360)

23 Add lines 16 through 22 and enter the total here. These are your TOTAL PAYMENTS 23 00

24 If line 23 is LARGER than line 15, subtract line 15 from line 23 and enter the OVERPAYMENT 24 00

25 If line 15 is LARGER than line 23, subtract line 23 from line 15 and enter the AMOUNT DUE 25 00

26 USE TAX due on internet, mail-order or out-of-state purchases. 26 0.00
 Use tax is based on your county's sales tax rate. See instructions for more information.
 If you certify that no use tax is due, check here ☒ X

27 Amount of line 24 to be credited to your 2015 Estimated Tax 27 00

28 Total Contributions for Check-offs (Attach I-330) 28 00

29 Add lines 26 through 28 and enter the total here 29 00

30 If line 29 is larger than line 24, go to line 31. Otherwise, subtract line 29 from line 24 and enter the AMOUNT TO BE REFUNDED TO YOU (line 30a check box entry is required) REFUND 30 00

REFUND OPTIONS (subject to program limitations)

30a Mark one refund choice: ☐ Direct Deposit (30b required) ☐ Debit Card* ☐ Paper Check
 *SCDOR Income Tax Refund Prepaid Debit Card issued by Bank Of America

30b Direct Deposit (for U.S. Accounts Only) Type: ☐ Checking ☐ Savings
 Routing Number (RTN) Must be 9 digits. The first two numbers of the RTN must be 01 through 12 or 21 through 32
 Bank Account Number (BAN) 1-17 digits

31 Tax Due: Add lines 25 and 29. If line 29 is larger than line 24, subtract line 24 from line 29 and enter the amount 31 00

32 Late filing and/or late payment: Penalties Interest (See instructions) Enter total here 32 00

33 Penalty for Underpayment of Estimated Tax (Attach SC2210) 33 00
 (See instructions and enter letter in box if applicable) Exception to Underpayment of Estimated Tax

34 Add lines 31 through 33 and enter the AMOUNT YOU OWE here. Attach Form SC1040-V with payment. BALANCE DUE 34 00

Pay electronically free of charge at www.dor.sc.gov. Click on DORePay and pay with Visa, MasterCard or by Electronic Funds Withdrawal (EFW) or include SC1040-V with your check or money order for the full amount payable to "SC Department of Revenue". Write your social security number and "2014 SC1040" on the payment.

I declare that this return and all attachments are true, correct and complete to the best of my knowledge and belief.

Your signature _____ Date _____ Spouse's signature (if married filing jointly, BOTH must sign) _____

Taxpayer's Email
MANFRED.SPRENGER@YAHOO.COM

I authorize the Director of the Department of Revenue or delegate to discuss this return, attachments and related tax matters with the preparer. Yes ☒ No ☐ Preparer's printed name
BENJAMIN O'DELL

If prepared by a person other than the taxpayer, his declaration is based on all information of which he has any knowledge.

Paid	Preparer signature BENJAMIN O'DELL	Date 05/14/15	Check if self-employed ☐	PTIN
Preparer's Use Only	Firm name (or yours) SAUNDERS O'DELL PA	FEIN 57-0812016		
	If self-employed) and address and Zip Code 210 E TRADE ST SIMPSONVILLE SC 29681-2632	Phone No.		

MAIL TO: REFUNDS OR ZERO TAX

SC1040 Processing Center, PO Box 101100, Columbia, SC 29211-0100

BALANCE DUE

Taxable Processing Center, PO Box 101105, Columbia, SC 29211-0105

30753024

South Carolina Statements**Statement 1 - Form SC1040, Page 2, Line u - Other Subtractions**

Description	Amount
DEPRECIATION ADJUSTMENT	\$ 1
TOTAL	\$ 1

South Carolina Statements**Form SC1040, Page 2, Line i - 44% of net capital gains**

<u>Description</u>	<u>Amount</u>
ST CL CO	\$ -17,138
TP 6781 LT G/L	-2,146
TOTAL NET CAPITAL LOSS	<u>\$ -19,284</u>

- Exhibit 1 Defendant's summation of transfers
- Exhibit 2 Transfer of funds from Sprenger's stock account and personal account
- Exhibit 3 a) Check for \$40,000.00 from Sprenger's First Citizens account to MSPS
b) Deposit of \$40,000.00 from Sprenger account
- Exhibit 4 Check for \$60,000.00 from MSPS to Sprenger
- Exhibit 5 Deposit of \$25,000.00 into MSPS account from Sprenger
- Exhibit 6 Paychecks (2) of \$7,000.00 for Manfred Sprenger from MSPS
- Exhibit 7 \$25,000.00 cashier's check payment of Judgment
- Exhibit 8 Cash deposits from house and remaining bank statements for 2015
- Exhibit 9 Loan to SBA
- Pg. 3 Pledged revenues and profits
- Pg. 4 Pledged purchase orders
- Pledged money to be received from any contracts of sale
- Pg. 7 Pledged deposits if a default
- Pg. 32 SBA pledge
- Exhibit 10 Operating Agreement
- Exhibit 11 Personal Guarantee
- Exhibit 12 Tax Records
- Exhibit 13 Loan from Sprenger and Priority Judgments

EXHIBIT 1

Defendant's summation of transfers

Jan 1st 2015 to August 31st 2015

		Bank of America account			
Month	check #	Date	Manfred loans to MSPS	MSPS payments to First Citizen	Description
January					no deposit and no credit (Manfred did not receive salary)
February	1421	2/26/2015	\$ 40,000.00		check from First Citizen (loan) to MSPS
March					no deposit and no credit (Manfred did not receive salary)
April					no deposit and no credit (Manfred did not receive salary)
May					no deposit and no credit (Manfred did not receive salary)
June	54522	6/1/2015		\$ (60,000.00)	loan pay back from MSPS to Manfred
	54548	6/26/2015		\$ (7,000.00)	salary for Manfred
		7/15/2015	\$ 25,000.00		Manfred did give MSPS a loan to cover cash flow and payroll paid cash into account
July					
August	54598	8/19/2019		\$ (7,000.00)	salary for Manfred
			\$ 65,000.00	\$ (74,000.00)	
Manfred should have received	\$ 56,000.00	salary	Jan through Aug		
Manfred loaned MSPS to cover cash flow and payroll	\$ 65,000.00	loan			
MSPS paid back for loans	\$ (60,000.00)				
Manfred received salary	\$ (14,000.00)				
MSPS does owe Salary to Manfred	\$ 47,000.00				

EXHIBIT 2

Transfer of funds from Sprenger's stock account and personal account



1230 Main Street
PO Box 29
Columbia, SC 29202-0029



SC08

10991

PATRICIA R SPRENGER
MANFRED SPRENGER
308 SHAGBARK CIR
SIMPSONVILLE SC 29680-6940

ZE
422



Your Account(s) At A Glance

**Checking
Balance** **72,817.47+**

Statement Period: January 16, 2015 Thru February 13, 2015

Account Number :



Relationship Checking

Account Number : 480534345809

Enclosures In Statement: 0

Beginning Balance	5,158.17+
0 Deposits	0.00
5 Other Credits	75,364.00+
Interest Earned This Period	0.09+
5 Checks	2,440.29-
27 Other Debits	5,264.50-
Monthly Service Charge	0.00
Ending Balance	72,817.47+

Statement Period Days	29
Average Collected Balance	12,026.00+
Annual Percentage Yield Earned*	0.01%
Total Interest Earned YTD	0.17+

*For this statement period



Direct Customer Inquiry Calls To
FIRST CITIZENS
Hotline At 1-888-612-4444.

Page 1 of 5

Name: PATRICIA R SPRENGER

DETACH AND RETURN THIS STUB WITH YOUR PAYMENT.

CHECKLINE RESERVE PERSONAL

\$

Account No.	480534345809
Payment Amount Due	0.00
Past Due Amount	0.00
Minimum Payment Due	0.00
Due Date	03-09-2015

DDA-LOC 500808003 DDA-LOC

Amount Enclosed

FIRST CITIZENS
PO BOX 63400
CHARLOTTE NC 28263-3400

500808003 480534345809

596

Statement Period: January 16, 2015 Thru February 13, 2015

Account Number : XXXXXXXXXX**Other Credits And Interest To Your Account**

Date	Description	Amount
01-26	Transfer Internet 01-24 Seq # 39761 480540362509	5,000.00
01-26	FDR Debit Card Visa #1131 Gtc Ce 864-250-8000 SC	139.00
02-11	Wire Transfer Ref Number = 005485	35,000.00
02-11	Wire Transfer Ref Number = 005486	35,000.00
02-12	Mobile Check Deposit	225.00
	Total	75,364.00
02-13	Interest	0.09

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
1531	01-26	1,075.28	1535*	01-30	34.71	1540*	02-13	85.00
1533*	01-27	150.30	1537*	02-02	1,095.00			

*Prior Check Number(s) Not Included or Out of Sequence.

Other Debits From Your Account

Date	Description	Amount
01-16	Purchase Visa #1131 01-16 ATM 226500 Seq # 5912	36.48
	Wm Supercenter Wal-Mart Super C Simpsonville SC	
01-20	FDR Debit Card Visa #1131 Amazon.com Amzn.Com/Bill Wa	44.26
01-20	Purchase Visa #1131 01-17 ATM Eh6Pa1 Seq # 54472	57.73
	Bi-Lo Grocery # Simpsonville SC	
01-20	FDR Debit Card Visa #1131 Amazon.com Amzn.Com/Bill Wa	78.42
01-20	Purchase Visa #1131 01-20 ATM Eh6Pa1 Seq # 10332	80.97
	Bi-Lo Grocery # Simpsonville SC	
01-20	Purchase Visa #1131 01-18 ATM 061451 Seq # 23501	139.36
	The Home Depot 669 Fairview Roa Simpsonville SC	
01-21	FDR Debit Card Visa #1131 Flora2000.com 18004561797 G Gi	70.98
01-21	FDR Debit Card Visa Debit Foreign Transaction Fee Flora2000.com Gi	0.71
01-22	Purchase Visa #1131 01-22 ATM P06130 Seq # 1980	85.88
	Publix 655 Fairview RD Simpsonville SC	
01-26	Purchase Visa #1131 01-25 ATM 302192 Seq # 11686	103.82
	Cvs 02192 02192-698 Fair Simpsonville SC	
01-26	Purchase Visa #1131 01-25 ATM P06130 Seq # 1182	159.80
	Publix 655 Fairview RD Simpsonville SC	
01-28	Withdrawal 000480534345809 01-28 ATM 000011 Seq # 41558	228.48
	69291000 Volksbank Eg Allmannsd	
01-28	Foreign Tran Fee Lmannsd 0000 01-28 00000001131	2.28
01-29	Bmw Fin Svc Check Pymt 01536	767.55



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PATRICIA R SPRENGER
MANFRED SPRENGER
308 SHAGBARK CIR
SIMPSONVILLE SC 29680-6940



Statement Period: January 16, 2015 Thru February 13, 2015

Account Number : XXXXXXXXXX

Other Debits From Your Account

Date	Description	Amount
02-02	Withdrawal 000480534345809 01-31 ATM 000081 Seq # 37721	227.28
	66090800 Bbbank Eg Kn-Petersh	
02-02	FDR Debit Card Visa #1131 Lufthansa 2208201717 Koeln At	272.73
02-02	Foreign Tran Fee -Petersh 0000 01-31 00000001131	2.27
02-02	FDR Debit Card Visa Debit Foreign Transaction Fee Lufthansa 2 At	2.73
02-02	Wfhm Mortgage Checkpaymt 01534	2,246.26
02-03	FDR Debit Card Visa #1131 Fountain Inn Natural G 864-8620042 SC	14.76
02-03	FDR Debit Card Visa #1131 Spk*spokeo 18006994264 800-6994264 Ca	18.95
02-03	Kohl's Dept Strs Chg Pymt *****9346	100.00
02-06	FDR Debit Card Visa #1131 Gan*1120Grnvillewncir 888-426-0491 In	31.00
02-11	Purchase Visa #1131 02-11 ATM P06130 Seq # 1270	58.24
	Publix 655 Fairview RD Simpsonville SC	
02-11	Wire Transfer Fee	15.00
02-11	Wire Transfer Fee	15.00
02-12	Duke Energy SE Web_pay *****1115	403.56
Total		5,264.50

	Total Statement Cycle	Total Year-To-Date
Total Overdraft Fees	0.00	0.00
Total Insufficient Funds Fees	0.00	0.00

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
01-16	5,121.69+	01-27	8,213.18+	02-03	3,200.18+
01-20	4,720.95+	01-28	7,982.42+	02-06	3,169.18+
01-21	4,649.26+	01-29	7,214.87+	02-11	73,080.94+
01-22	4,563.38+	01-30	7,180.16+	02-12	72,902.38+
01-26	8,363.48+	02-02	3,333.89+	02-13	72,817.47+



Overdraft Protection

Loan Account Number : 480534345809

Previous Balance	0.00	Closing Date of Billing Cycle	02/13/2015
Total Advances	0.00	Days In The Billing Cycle Period	29
Total Payments/Credits (-)	0.00	Credit Line	1,000.00
Total Fees	0.00	Available Credit	1,000.00
Total Interest	0.00	Minimum Payment Due	0.00
New Balance	0.00	Due Date	03/09/2015

Transactions Since Last Statement

Date	Description	Amount
No Transaction Activity		

Interest Calculation

Plan Type	Annual Percentage Rate (APR)	Daily Periodic Rate	Average Daily Balance (Subject to Interest Rate)
Fixed	21.000%	0.05753425%	0.00

Totals Year-To-Date

Total Fees Charged in 2015	0.00
Total Interest Charged in 2015	0.00

Statement Period: January 16, 2015 Thru February 13, 2015

Account Number : 

Interest Paid

Total Interest Paid in Prior Year

0.00



EXHIBIT 3

- a) Check for \$40,000.00 from Sprenger's First Citizens account to MSPS
 - b) Deposit of \$40,000.00 from Sprenger account
- 
- 



1230 Main Street
PO Box 29
Columbia, SC 29202-0029



SC08

11067

PATRICIA R SPRENGER
MANFRED SPRENGER
308 SHAGBARK CIR
SIMPSONVILLE SC 29680-6940

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422



Your Account(s) At A Glance

Checking
Balance **21,463.60+**

Statement Period: February 14, 2015 Thru March 13, 2015

Account Number: [REDACTED]



Relationship Checking

Account Number: [REDACTED]

Enclosures In Statement: 0

Beginning Balance	72,817.47+
0 Deposits	0.00
2 Other Credits	142.26+
Interest Earned This Period	0.35+
6 Checks	41,551.30-
59 Other Debits	9,945.18-
Monthly Service Charge	0.00
Ending Balance	21,463.60+

Statement Period Days	28
Average Collected Balance	45,485.00+
Annual Percentage Yield Earned*	0.01%
Total Interest Earned YTD	0.52+

*For this statement period



Direct Customer Inquiry Calls To
FIRST CITIZENS
Hotline At 1-888-612-4444.

Page 1 of 5

Name: PATRICIA R SPRENGER

CHECKLINE RESERVE PERSONAL

DETACH AND RETURN THIS STUB WITH YOUR PAYMENT.

\$

Account No.	480534345809
Payment Amount Due	0.00
Past Due Amount	0.00
Minimum Payment Due	0.00
Due Date	04-09-2015

DDA-LOC 500808003 DDA-LOC

Amount Enclosed

FIRST CITIZENS
PO BOX 63400
CHARLOTTE NC 28263-3400

500808003 480534345809

601

Statement Period: February 14, 2015 Thru March 13, 2015

Account Number : **Other Credits And Interest To Your Account**

Date	Description	Amount
02-19	FDR Debit Card Visa #1131 Amazon *mktplce Eu-Uk Amazon.Co.Uk Wa	73.26
03-12	Transfer 000000000001131 03-11 ATM 002 Seq # 96138	69.00
	Progressive In Refundprogressiv.Mayfield Vlg Oh	
Total		142.26
03-13	Interest	0.35

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
	03-04	24.64	1422	03-02	1,095.00	1427*	03-06	250.00
1421	02-26	40,000.00	1424*	03-03	106.66	1428	03-06	75.00

*Prior Check Number(s) Not Included or Out of Sequence.

Other Debits From Your Account

Date	Description	Amount
02-17	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	22.99
02-17	Purchase Visa #1131 02-13 ATM 061452 Seq # 63801	68.25
	The Home Depot 669 Fairview Roa Simpsonville SC	
02-17	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	69.97
02-17	FDR Debit Card Visa #1131 Amazon *mktplce Eu-Uk Amazon.Co.Uk Wa	73.26
02-17	Purchase Visa #1131 02-16 ATM 000147 Seq # 47460	104.94
	Bath & Body Wor 700 Haywood RD Greenville SC	
02-17	Purchase Visa #1131 02-16 ATM 144820 Seq # 27615	105.99
	Champs 14482 Greenville SC	
02-17	FDR Debit Card Visa #1131 Hendrick Bmw Charlotte NC	416.53
02-17	Charter Chkpayment 01538	187.06
02-17	Nationwide Mutua Checkpaymt 01539	297.40
02-19	FDR Debit Card Visa #1131 Bathandbodyworks.Com 800-756-5005 Pa	103.89
02-23	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	12.15
02-23	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	19.95
02-23	FDR Debit Card Visa #1131 Champs Sports 800-8262205 Wj	98.08
02-25	Purchase Visa #1131 02-25 ATM P06130 Seq # 1576	38.38
	Publix 655 Fairview RD Simpsonville SC	
02-25	Purchase Visa #1131 02-25 ATM Eh6Pa1 Seq # 41115	41.06
	Hob-Lob #318 151 Greenville SC	
02-25	Purchase Visa #1131 02-25 ATM 362800 Seq # 97913	140.61
	Wal-Mart Super 3628 Wal-Sams Simpsonville SC	
02-26	Transfer Mobile Pcb 02-26 480532089416	150.00
02-27	Purchase Visa #1131 02-27 ATM P06130 Seq # 1932	54.04
	Publix 655 Fairview RD Simpsonville SC	



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11067

PATRICIA R SPRENGER
MANFRED SPRENGER
308 SHAGBARK CIR
SIMPSONVILLE SC 29680-6940



Statement Period: February 14, 2015 Thru March 13, 2015

Account Number : XXXXXXXXXX

Other Debits From Your Account

Date	Description	Amount
02-27	Purchase Visa #1131 02-27 ATM 302192 Seq # 15586	58.80
	Cvs 02192 02192-698 Fair Simpsonville SC	
02-27	FDR Debit Card Visa #1131 1-800-Flowers.Com,Inc. 800-468-1141 Ny	69.98
02-27	FDR Debit Card Visa #1131 1001 Shops 248-592-9745 MI	128.25
03-02	FDR Debit Card Visa #1131 Amazon.com Amzn.Com/Bill Wa	11.25
03-02	Purchase Visa #1131 02-28 ATM 001 Seq # 64230	42.37
	Ac Moore Str #5 1117 Woodruff RD Greenville SC	
03-02	Purchase Visa #1131 02-28 ATM Eh6Pa1 Seq # 55040	82.63
	Bedbath&beyond# Greenville SC	
03-02	Purchase Visa #1131 03-01 ATM 991005 Seq # 3121	129.08
	Costco Whse #10 1021 Woodruff RD Greenville SC	
03-02	Purchase Visa #1131 02-28 ATM 991005 Seq # 90209	167.07
	Costco Whse #10 1021 Woodruff RD Greenville SC	
03-02	Purchase Visa #1131 03-02 ATM 002 Seq # 11848	767.55
	Bmw Financialse Bmw Financialser Hilliard Oh	
03-03	FDR Debit Card Visa #1131 Totallegal.Com 866-8156840 Wa	14.95
03-03	FDR Debit Card Visa #1131 Totallegal.Com 866-8156840 Wa	14.95
03-03	FDR Debit Card Visa #1131 Spk*spokeo 18006994264 800-6994264 Ca	18.95
03-03	FDR Debit Card Visa #1131 Totallegal.Com 866-8156840 Wa	19.95
03-03	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	23.43
03-03	FDR Debit Card Visa #1131 Amazon.com Amzn.Com/Bill Wa	35.72
03-03	FDR Debit Card Visa #1131 Old Time Pottery 0031 Greenville SC	72.93
03-03	Purchase Visa #1131 03-03 ATM Eh6Pa1 Seq # 19967	82.66
	Bi-Lo Grocery # Simpsonville SC	
03-04	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	9.99
03-04	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	15.98
03-04	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	80.97
03-04	Kohl's Dept Strs Chg Pymt *****0654	100.00
03-04	Wfhm Mortgage Checkpaymt 01423	2,246.26
03-05	Purchase Visa #1131 03-05 ATM 226500 Seq # 2142	65.80
	Wm Supercenter Wal-Mart Super C Simpsonville SC	
03-05	Purchase Visa #1131 03-05 ATM P06130 Seq # 1597	101.29
	Publix 655 Fairview RD Simpsonville SC	
03-05	Purchase Visa #1131 03-05 ATM 002 Seq # 18400	420.00
	Progressive In Progressive Ins Mayfield Vlg Oh	
03-05	Duke Energy SE Web pay *****0415	405.30
03-06	FDR Debit Card Visa #1131 Barnes&noble*.com 800-843-2665 NJ	5.59
03-06	FDR Debit Card Visa #1131 Barnes&noble*.com 800-843-2665 NJ	5.59
03-06	FDR Debit Card Visa #1131 Barnes&noble*.com 800-843-2665 NJ	6.29
03-06	FDR Debit Card Visa #1131 Fountain Inn Natural G 864-8620042 SC	17.96
03-06	FDR Debit Card Visa #1131 Gan*1120Grnwillenewclr 888-426-0491 In	26.52
03-09	FDR Debit Card Visa #1131 Spk*spokeo 18006994264 800-6994264 Ca	14.85
03-09	Purchase Visa #1131 03-08 ATM 00NOPO Seq # 70968	29.29
	7-Eleven 228 Harrison Bri Simpsonville SC	
03-09	Purchase Visa #1131 03-06 ATM 000000 Seq # 36842	592.52
	The Mens Wearhou Greenville SC	
03-10	Purchase Visa #1131 03-10 ATM P06130 Seq # 1944	126.40
	Publix 655 Fairview RD Simpsonville SC	
03-10	FDR Debit Card Visa #1131 Expedia*199881555312 Expedia.Com Nv	1,086.84
03-12	Purchase Visa #1131 03-12 ATM Eh6Pa1 Seq # 17416	40.25
	Wholefds Wdf 102 Greenville SC	
03-12	FDR Debit Card Visa #1131 1-800-Flowers.Com,Inc. 800-468-1141 Ny	69.98
03-12	Transfer Mobile Pcb 03-12 480532087816	150.00
03-13	Purchase Visa #1131 03-13 ATM 991005 Seq # 45864	165.99
	Costco Whse #10 1021 Woodruff RD Greenville SC	
03-13	Nationwide Mutua Checkpaymt 01429	416.45
Total		9,945.18

Statement Period: February 14, 2015 Thru March 13, 2015

Account Number : XXXXXXXXXXTotal Statement CycleTotal Year-To-Date

Total Overdraft Fees	0.00	0.00
Total Insufficient Funds Fees	0.00	0.00

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
02-17	71,471.08+	02-27	30,629.15+	03-06	24,086.82+
02-19	71,440.45+	03-02	28,334.20+	03-09	23,450.16+
02-23	71,310.27+	03-03	27,944.00+	03-10	22,236.92+
02-25	71,090.22+	03-04	25,466.16+	03-12	22,045.69+
02-26	30,940.22+	03-05	24,473.77+	03-13	21,463.60+

**Overdraft Protection**

Loan Account Number : 480534345809

Previous Balance	0.00	Closing Date of Billing Cycle	03/13/2015
Total Advances	0.00	Days In The Billing Cycle Period	28
Total Payments/Credits (-)	0.00	Credit Line	1,000.00
Total Fees	0.00	Available Credit	1,000.00
Total Interest	0.00	Minimum Payment Due	0.00
New Balance	0.00	Due Date	04/09/2015

Transactions *Since Last Statement*

Date	Description	Amount
No Transaction Activity		

Interest Calculation

Plan Type	Annual Percentage Rate (APR)	Daily Periodic Rate	Average Daily Balance (Subject to Interest Rate)
Fixed	21.000%	0.05753425%	0.00

Totals Year-To-Date

Total Fees Charged in 2015	0.00
Total Interest Charged in 2015	0.00

Bank of America



P.O. Box 15284
Wilmington, DE 19850

MS PRODUCTION SOLUTION, LLC
DBA SZABO STEEL FABRICATION
233 BEVERLY RD
GREENVILLE, SC 29609-3133

Bus Platinum Privileges

Customer service information

☎ 1.888.BUSINESS (1.888.287.4637)

🌐 bankofamerica.com

✉ Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

**Your Business Advantage Checking
Bus Platinum Privileges**

for February 1, 2015 to February 28, 2015

Account number: [REDACTED]

MS PRODUCTION SOLUTION, LLC DBA SZABO STEEL FABRICATION

Account summary

Beginning balance on February 1, 2015	\$118,055.89
Deposits and other credits	47,727.65
Withdrawals and other debits	-12,526.07
Checks	-113,817.09
Service fees	-59.50
Ending balance on February 28, 2015	\$39,380.88

of deposits/credits: 2

of withdrawals/debits: 69

of items-previous cycle¹: 0

of days in cycle: 28

Average ledger balance: \$42,558.52

¹Includes checks paid, deposited items & other debits



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Deposits and other credits

Date	Description	Amount
02/02/15	Deposit	7,727.65
02/26/15	Deposit	40,000.00
Total deposits and other credits		\$47,727.65

Withdrawals and other debits

Date	Description	Amount
02/04/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MANFRED SPRENGER CO ID:9005900018 PPD	-1,162.22
02/04/15	IRS DES:USATAXPYMT ID:270543552525635 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-626.10
02/04/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MS PRODUCTION SOLUTION CO ID:9005900018 PPD	-362.70
02/04/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MS PRODUCTION SOLUTION CO ID:9005900018 PPD	-287.56
02/04/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MANFRED SPRENGER CO ID:9005900018 PPD	-171.54
02/04/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MANFRED SPRENGER* CO ID:9005900018 PPD	-163.19
02/04/15	SC DEPT REVENUE DES:DEBIT ID:6889456-1 INDN:X CO ID:5576000286 CCD	-131.78
02/11/15	IRS DES:USATAXPYMT ID:270544231646817 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-688.38
02/11/15	SC DEPT REVENUE DES:DEBIT ID:6902545-1 INDN:X CO ID:5576000286 CCD	-135.70
02/18/15	RETURN ITEM CHARGEBACK	-4,260.00
02/18/15	IRS DES:USATAXPYMT ID:270544945679830 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-578.06
02/18/15	SC DEPT REVENUE DES:DEBIT ID:6925686-1 INDN:X CO ID:5576000286 CCD	-121.91
02/19/15	WIRE TYPE:INTL OUT DATE:150219 TIME:1016 ET TRN:2015021900149979 SERVICE REF:493646 BNF:MAKTEK STEEL SOLUTION ID:602705500597 BNF BK:I CICI BANK LIMITED ID:INICIC0006027 PMT DET:NDBQFU7 HR Services	-1,500.00
02/25/15	IRS DES:USATAXPYMT ID:270545633274087 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-591.90
02/25/15	SC DEPT REVENUE DES:DEBIT ID:6954649-1 INDN:X CO ID:5576000286 CCD	-119.33

continued on the next page

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Withdrawals and other debits - continued

Date	Description	Amount
Card account # XXXX XXXX XXXX 8614		
02/13/15	CHECKCARD 0212 SISKIN STEEL & SPLY CO CHATTANOOGA TN 24445005044600278274540 CKCD 5051 XXXXXXXXXXXXX8614 XXXX XXXX XXXX 8614	-1,502.70
02/24/15	BRANCH BANK & 02/24 #000093659 WITHDRWL BRANCH BANKING AN WEST COLUMBIA SC	-123.00
Subtotal for card account # XXXX XXXX XXXX 8614		-\$1,625.70
Total withdrawals and other debits		-\$12,526.07

Checks

Date	Check #	Amount
02/02/15	54364	-212.00
02/10/15	54365	-1,649.44
02/09/15	54366	-4,011.00
02/13/15	54367	-1,382.93
02/13/15	54368	-335.80
02/13/15	54369	-224.00
02/17/15	54370	-650.00
02/09/15	54371	-389.64
02/10/15	54372	-134.99
02/06/15	54373	-2,179.64
02/19/15	54374	-1,195.05
02/09/15	54375	-2,349.20
02/05/15	54376	-2,003.13
02/06/15	54377	-5,500.00
02/06/15	54378	-51,984.03
02/10/15	54379	-300.00
02/05/15	54380	-3,200.00
02/10/15	54381	-8,360.00
02/09/15	54382	-1,865.01
02/09/15	54383	-131.24
02/03/15	54384	-300.00
02/24/15	54385	-250.00
02/17/15	54386	-957.00
02/18/15	54387	-960.00
02/17/15	54388	-366.16

Date	Check #	Amount
02/19/15	54389	-3,325.00
02/17/15	54390	-2,000.00
02/17/15	54392*	-2,000.00
02/17/15	54393	-4,818.50
02/25/15	54394	-147.00
02/26/15	54396*	-87.02
02/02/15	54643*	-322.96
02/02/15	54644	-596.12
02/02/15	54645	-529.01
02/09/15	54648*	-596.12
02/10/15	54649	-529.01
02/06/15	54650	-385.53
02/06/15	54651	-1,007.39
02/09/15	54652	-313.02
02/17/15	54653	-596.12
02/17/15	54654	-529.01
02/13/15	54655	-1,007.37
02/17/15	54656	-450.56
02/23/15	54657	-177.76
02/23/15	54658	-596.12
02/24/15	54659	-529.01
02/20/15	54660	-1,007.39
02/23/15	54661	-369.44
02/27/15	54665*	-1,007.37

Total checks - \$113,817.09
Total # of checks 49

* There is a gap in sequential check numbers



Service fees

Based upon the activity below, the monthly fee on your Business Advantage checking account was waived for the statement period ending 01/30/15:

You are an active user of one of the following services	OR	At least one of the following occurred during the previous month
☐ Bank of America Merchant Services		☐ \$2,500+ in net new purchases on a linked Business credit card
☐ Payroll Service by Intuit®		☒ \$15,000+ average monthly balance in primary checking account
☐ Small Business Remote Deposit Online Service		☒ \$35,000+ combined average monthly balance in linked business accounts

A check mark indicates that you have qualified for a monthly fee waiver on the account based on your usage of these products or services. For information on how to open a new product or to link an existing service to your account please call 1-888-BUSINESS or visit bankofamerica.com/smallbusiness.

Date	Transaction description	Amount
02/18/15	RETURNED ITEM CHARGEBACK FEE	-12.00
02/19/15	Wire Transfer Fee	-45.00
02/24/15	BRANCH BANK & 02/24 #000093659 WITHDRWL	-2.50
Total service fees		-\$59.50

Note your Ending Balance already reflects the subtraction of Service Fees.

Daily ledger balances

Date	Balance (\$)	Date	Balance (\$)	Date	Balance (\$)
02/01	118,055.89	02/10	34,029.97	02/20	3,381.33
02/02	124,123.45	02/11	33,205.89	02/23	2,238.01
02/03	123,823.45	02/13	28,753.09	02/24	1,333.50
02/04	120,918.36	02/17	16,385.74	02/25	475.27
02/05	115,715.23	02/18	10,453.77	02/26	40,388.25
02/06	54,658.64	02/19	4,388.72	02/27	39,380.88
02/09	45,003.41				

- ☒ To help you BALANCE YOUR CHECKING ACCOUNT, visit bankofamerica.com/statementbalance or the Statements and Documents tab in Online Banking for a printable version of the How to Balance Your Account Worksheet.

EXHIBIT 4

Check for \$60,000.00 from MSPS to Sprenger



P.O. Box 15284
Wilmington, DE 19850

MS PRODUCTION SOLUTION, LLC
DBA SZABO STEEL FABRICATION
233 BEVERLY RD
GREENVILLE, SC 29609-3133

Bus Platinum Privileges

Customer service information

☎ 1.888.BUSINESS (1.888.287.4637)

🌐 bankofamerica.com

✉ Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Your Business Advantage Checking Bus Platinum Privileges

for June 1, 2015 to June 30, 2015

Account number [REDACTED]

MS PRODUCTION SOLUTION, LLC DBA SZABO STEEL FABRICATION

Account summary

Beginning balance on June 1, 2015	\$115,652.27
Deposits and other credits	77,059.92
Withdrawals and other debits	-13,713.30
Checks	-162,526.94
Service fees	-80.00
Ending balance on June 30, 2015	\$16,391.95

of deposits/credits: 3

of withdrawals/debits: 84

of items-previous cycle¹: 45

of days in cycle: 30

Average ledger balance: \$26,816.29

¹Includes checks paid, deposited items & other debits

Markets go up. Markets come down.

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Are Not FDIC Insured

Are Not Bank Guaranteed

May Lose Value

ARJMS4Q SSM 03-15-0041.A

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Page 1 of 6



Deposits and other credits

Date	Description	Amount
06/15/15	Deposit	7,650.00
06/18/15	Deposit	66,654.08
06/25/15	Deposit	2,755.84

Total deposits and other credits **\$77,059.92**

Withdrawals and other debits

Date	Description	Amount
06/01/15	WIRE TYPE:INTL OUT DATE:150601 TIME:1155 ET TRN:2015060100226601 SERVICE REF:290339 BNF:MAKTEK STEEL SOLUTION PVT ID:602705500597 BNF BK:ICICI BANK LIMITED ID:INICIC0006027 PMT DET:9RKKGK443 Services	-2,040.00
06/03/15	IRS DES:USATAXPYMT ID:270555422031876 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-548.04
06/03/15	SC DEPT REVENUE DES:DEBIT ID:7308110-1 INDN:X CO ID:5576000286 CCD	-131.66
06/05/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MANFRED SPRENGER CO ID:9005900018 PPD	-1,162.22
06/05/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MS PRODUCTION SOLUTION CO ID:9005900018 PPD	-362.70
06/05/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MS PRODUCTION SOLUTION CO ID:9005900018 PPD	-287.56
06/05/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MANFRED SPRENGER CO ID:9005900018 PPD	-171.54
06/05/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MANFRED SPRENGER* CO ID:9005900018 PPD	-163.19
06/10/15	IRS DES:USATAXPYMT ID:270556183679447 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-548.04
06/10/15	SC DEPT REVENUE DES:DEBIT ID:7326018-1 INDN:X CO ID:5576000286 CCD	-131.66
06/15/15	IRS DES:USATAXPYMT ID:270556641197675 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-529.08
06/15/15	SC DEPT REVENUE DES:DEBIT ID:7350976-1 INDN:X CO ID:5576000286 CCD	-127.42
06/24/15	IRS DES:USATAXPYMT ID:270557553656983 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-544.08

continued on the next page

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Withdrawals and other debits - continued

Date	Description	Amount
06/24/15	SC DEPT REVENUE DES:DEBIT ID:7377901-1 INDN:X CO ID:5576000286 CCD	-130.75
06/30/15	SC DEPT REVENUE DES:DEBIT ID:7398864-1 INDN:X CO ID:5576000286 CCD	-140.82
Card account # XXXX XXXX XXXX 8614		
06/01/15	CHECKCARD 0528 CHICAGO METAL PRODUCTS CHICAGO IL 24798655149123057010026 CKCD 5999 XXXXXXXXXXXXX8614 XXXX XXXX XXXX 8614	-3,060.00
06/10/15	CHECKCARD 0608 CHICAGO METAL PRODUCTS CHICAGO IL 24798655160123065010020 CKCD 5999 XXXXXXXXXXXXX8614 XXXX XXXX XXXX 8614	-3,060.00
06/11/15	CHECKCARD 0610 SAFELITE AUTOGLASS 614-210-9186 OH 24493985161026154803734 CKCD 5533 XXXXXXXXXXXXX8614 XXXX XXXX XXXX 8614	-268.19
06/11/15	CHECKCARD 0610 SAFELITE AUTOGLASS 614-210-9186 OH 24493985161026154805424 CKCD 5533 XXXXXXXXXXXXX8614 XXXX XXXX XXXX 8614	-306.35
Subtotal for card account # XXXX XXXX XXXX 8614		-56,694.54
Total withdrawals and other debits		-\$13,713.30

Checks

Date	Check #	Amount
06/04/15	54453	-75.00
06/12/15	54488*	-13,821.34
06/04/15	54502*	-580.00
06/01/15	54503	-2,515.15
06/01/15	54504	-290.79
06/05/15	54505	-660.00
06/04/15	54506	-40.62
06/01/15	54507	-737.60
06/01/15	54508	-980.00
06/01/15	54509	-338.70
06/01/15	54510	-1,254.80
06/02/15	54511	-950.00
06/01/15	54512	-2,055.78
06/01/15	54513	-5,500.00
06/01/15	54516*	-8,008.50
06/03/15	54517	-30.74
06/03/15	54518	-377.26
06/02/15	54519	-1,000.00
06/01/15	54522*	-60,000.00
06/19/15	54523	-163.38
06/22/15	54524	-546.83
06/24/15	54526*	-2,120.38
06/22/15	54527	-138.27
06/26/15	54528	-147.00
06/23/15	54530*	-71.32
06/23/15	54531	-353.62
06/24/15	54532	-950.00

Date	Check #	Amount
06/24/15	54533	-66.80
06/24/15	54534	-1,254.80
06/24/15	54535	-950.00
06/23/15	54536	-24.32
06/24/15	54537	-314.03
06/22/15	54538	-23,918.10
06/26/15	54539	-30.74
06/25/15	54540	-377.08
06/22/15	54541	-711.00
06/22/15	54542	-192.00
06/30/15	54545*	-3,000.00
06/25/15	54546	-3,000.00
06/29/15	54547	-1,245.31
06/26/15	54548	-7,000.00
06/29/15	54549	-5,500.00
06/01/15	54718*	-420.28
06/01/15	54719	-614.46
06/02/15	54720	-585.29
06/01/15	54721	-585.29
06/08/15	54722	-420.28
06/08/15	54723	-614.46
06/09/15	54724	-585.29
06/08/15	54725	-585.29
06/15/15	54726	-373.50
06/15/15	54727	-614.46
06/15/15	54728	-585.29
06/16/15	54729	-585.29

continued on the next page



Checks - continued

Date	Check #	Amount
06/22/15	54730	-411.17
06/19/15	54731	-614.46
06/30/15	54732	-585.29
06/22/15	54733	-585.29
06/29/15	54734	-336.75

Date	Check #	Amount
06/29/15	54735	-614.46
06/30/15	54736	-585.29
06/29/15	54737	-585.29
06/29/15	54738	-348.50

Total checks - \$162,526.94
Total # of checks 63

* There is a gap in sequential check numbers

Service fees

Your Overdraft and NSF: Returned Item fees for this statement period and year to date are shown below.

	Total for this period	Total year-to-date
Total Overdraft fees	\$35.00	\$35.00
Total NSF: Returned Item fees	\$0.00	\$0.00

To help you avoid overdraft fees and returned items you can set up:

Alerts: receive email or text messages to inform you when your balance is low.

Overdraft Protection: automatically transfer available funds to your account from a linked savings, credit card or an eligible second checking account to help cover items that would overdraw your account.

Simply go to Online Banking at bankofamerica.com, call us at the number listed on this statement or come in to see us at your banking center.

Based upon the activity below, the monthly fee on your Business Advantage checking account was waived for the statement period ending 05/29/15:

You are an active user of one of the following services

OR

At least one of the following occurred during the previous month

- ☐ Bank of America Merchant Services
- ☐ Payroll Service by Intuit®
- ☐ Small Business Remote Deposit Online Service

- ☐ \$2,500+ in net new purchases on a linked Business credit card
- ✓ \$15,000+ average monthly balance in primary checking account
- ✓ \$35,000+ combined average monthly balance in linked business accounts

A check mark indicates that you have qualified for a monthly fee waiver on the account based on your usage of these products or services. For information on how to open a new product or to link an existing service to your account please call 1-888-BUSINESS or visit bankofamerica.com/smallbusiness.

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Service fees - continued

Date	Transaction description	Amount
06/01/15	Wire Transfer Fee	-45.00
06/12/15	OVERDRAFT ITEM FEE FOR ACTIVITY OF 06-12	-35.00
Total service fees		-\$80.00

Note your Ending Balance already reflects the subtraction of Service Fees.

Daily ledger balances

Date	Balance (\$)	Date	Balance (\$)	Date	Balance (\$)
06/01	27,205.92	06/10	14,135.08	06/22	43,912.74
06/02	24,670.63	06/11	13,560.54	06/23	43,463.48
06/03	23,582.93	06/12	-295.80	06/24	37,132.64
06/04	22,887.31	06/15	5,124.45	06/25	36,511.40
06/05	20,080.10	06/16	4,539.16	06/26	29,333.66
06/08	18,460.07	06/18	71,193.24	06/29	20,703.35
06/09	17,874.78	06/19	70,415.40	06/30	16,391.95

✓ To help you BALANCE YOUR CHECKING ACCOUNT, visit bankofamerica.com/statementbalance or the Statements and Documents tab in Online Banking for a printable version of the How to Balance Your Account Worksheet.



1230 Main Street
PO Box 29
Columbia, SC 29202-0029



11007

PATRICIA R SPRENGER
MANFRED SPRENGER
308 SHAGBARK CIR
SIMPSONVILLE SC 29680-6940

ZE
422



Your Account(s) At A Glance

Checking
Balance **2,479.75+**

Statement Period: May 15, 2015 Thru June 12, 2015

Account Number : **[REDACTED]**



Relationship Checking

Account Number : 480534345809

Enclosures In Statement: 0

Beginning Balance	1,477.89+
1 Deposits	60,000.00+
4 Other Credits	1,032.82+
Interest Earned This Period	0.15+
4 Checks	51,227.52-
27 Other Debits	8,803.59-
Monthly Service Charge	0.00
Ending Balance	2,479.75+

Statement Period Days	29
Average Collected Balance	18,232.00+
Annual Percentage Yield Earned*	0.01%
Total Interest Earned YTD	0.86+

*For this statement period

Deposits To Your Account

Date	Description	Amount
05-29	Customer Deposit	60,000.00
	Total	60,000.00



Direct Customer Inquiry Calls To
FIRST CITIZENS
Hotline At 1-888-612-4444.

Page 1 of 4

Name: PATRICIA R SPRENGER

DETACH AND RETURN THIS STUB WITH YOUR PAYMENT.

CHECKLINE RESERVE PERSONAL

\$

Account No.	480534345809
Payment Amount Due	0.00
Past Due Amount	0.00
Minimum Payment Due	0.00
Due Date	07-09-2015

DDA-LOC 500808003 DDA-LOC

Amount Enclosed

FIRST CITIZENS
PO BOX 63400
CHARLOTTE NC 28263-3400

500808003 480534345809

Statement Period: May 15, 2015 Thru June 12, 2015

Account Number: [REDACTED]

Other Credits And Interest To Your Account

Date	Description	Amount
05-26	FDR Debit Card Visa #1131 Floraqueen Sant Just Des Es	12.10
05-26	FDR Debit Card Visa Debit Foreign Transaction Fee Floraqueen Es	0.12
06-02	Transfer 000000000001131 06-01 ATM 002 Seq # 53180	119.00
06-09	Progressive In Refundprogressiv Mayfield Vlg Oh	901.60
	Mobile Check Deposit	
	Total	1,032.82
06-12	Interest	0.15

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount
1484	06-02	57.52	1490*	06-05	75.00
1486*	06-03	1,095.00	1491	06-10	50,000.00

*Prior Check Number(s) Not Included or Out of Sequence.

Other Debits From Your Account

Date	Description	Amount
05-19	FDR Debit Card Visa #1131 Amazon.com Amzn.Com/Bill Wa	69.77
05-19	Transfer Mobile Pcb 05-19 686308937671	250.00
05-20	FDR Debit Card Visa #1131 Amazon.com Amzn.Com/Bill Wa	6.98
05-22	Purchase Visa #1131 05-21 ATM 991005 Seq # 99125	271.91
	Costco Whse #10 1021 Woodruff RD Greenville SC	
05-26	Purchase Visa #1131 05-26 ATM 991102 Seq # 51339	87.85
	Costco Whse #11 825 Alexander Dr Augusta Ga	
05-27	Purchase Visa #1131 05-27 ATM P06130 Seq # 1954	104.12
	Publix 655 Fairview RD Simpsonville SC	
06-01	Purchase Visa #1131 05-31 ATM 291234 Seq # 46034	50.91
	Quiktrip 1012 Woodruff RD Greenville SC	
06-01	Purchase Visa #1131 05-31 ATM 991005 Seq # 49855	225.67
	Costco Whse #10 1021 Woodruff RD Greenville SC	
06-01	Purchase Visa #1131 06-01 ATM 002 Seq # 45790	767.55
	Bmw Financialse Bmw Financialser Hilliard Oh	
06-01	Transfer Mobile Pcb 05-30 686308937671	1,000.00
06-02	Kohl's Dept Strs Chg Pymt *****5218	150.00
06-02	Duke Energy SE Web_pay *****0115	213.56
06-03	FDR Debit Card Visa #1131 Spk*spokeo Search 800-6994264 Ca	18.95
06-03	FDR Debit Card Visa #1131 Fountain Inn Natural G 864-8620042 SC	22.94
06-03	Comenitycard Pay Check Pymt 1485	146.28
06-04	Transfer Mobile Pcb 06-04 480532089416	150.00
06-04	Transfer Mobile Pcb 06-04 686308937671	250.00



1230 Main Street
PO Box 29
Columbia, SC 29202-0029

11007

PATRICIA R SPRENGER
MANFRED SPRENGER
308 SHAGBARK CIR
SIMPSONVILLE SC 29680-6940



Statement Period: May 15, 2015 Thru June 12, 2015

Account Number : XXXXXXXXXX

Other Debits From Your Account

Date	Description	Amount
06-05	Nationwide Mutua Checkpaymt 01488	465.80
06-05	Nationwide Mutua Checkpaymt 01489	502.00
06-08	FDR Debit Card Visa #1131 Gan*1120Grnwillenewcir 888-426-0491 In	31.00
06-08	Purchase Visa #1131 06-08 ATM Eh6Pa1 Seq # 20375	127.06
06-08	Bi-Lo Grocery # Simpsonville SC	
06-08	Miscellaneous Debit	1,339.16
06-09	Wfhm Mortgage Checkpaymt 01487	2,246.26
06-11	Purchase Visa #1131 06-11 ATM 291234 Seq # 25065	23.35
06-11	Quiktrip 1012 Woodruff RD Greenville SC	
06-11	Purchase Visa #1131 06-11 ATM 890769 Seq # 47685	124.02
06-11	Aldi 76097 0626 1771 Woodruff RD Greenville SC	
06-12	FDR Debit Card Visa #1131 Bathandbodyworks.Com 800-756-5005 Pa	63.59
06-12	Purchase Visa #1131 06-12 ATM 061452 Seq # 35701	94.86
06-12	The Home Depot 669 Fairview Roa Simpsonville SC	
Total		8,803.59

	Total Statement Cycle	Total Year-To-Date
Total Overdraft Fees	0.00	0.00
Total Insufficient Funds Fees	0.00	0.00

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
05-19	1,158.12+	06-01	58,655.35+	06-09	52,785.42+
05-20	1,151.14+	06-02	58,353.27+	06-10	2,785.42+
05-22	879.23+	06-03	57,070.10+	06-11	2,638.05+
05-26	803.60+	06-04	56,670.10+	06-12	2,479.75+
05-27	699.48+	06-05	55,627.30+		
05-29	60,699.48+	06-08	54,130.08+		



Overdraft Protection

Loan Account Number : 480534345809

Previous Balance	0.00	Closing Date of Billing Cycle	06/12/2015
Total Advances	0.00	Days In The Billing Cycle Period	29
Total Payments/Credits (-)	0.00	Credit Line	1,000.00
Total Fees	0.00	Available Credit	1,000.00
Total Interest	0.00	Minimum Payment Due	0.00
New Balance	0.00	Due Date	07/09/2015

Transactions Since Last Statement

Date	Description	Amount
No Transaction Activity		

Interest Calculation

Plan Type	Annual Percentage Rate (APR)	Daily Periodic Rate	Average Daily Balance (Subject to Interest Rate)
Fixed	21.000%	0.05753425%	0.00

Totals Year-To-Date

Total Fees Charged in 2015	0.00
Total Interest Charged in 2015	0.00

EXHIBIT 5

Deposit of \$25,000.00 into MSPS account from Sprenger



**Customer
Receipt**

All items are credited subject to verification, collection, and conditions of the Rules and Regulations of this Bank and as otherwise provided by law. Payments are accepted when credit is applied to outstanding balances and not upon issuance of this receipt. Transactions received after the Bank's posted cut-off time or Saturday, Sunday, and Bank Holidays, are dated and considered received as of the next business day.

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MS PRODUCTION SOLUTION, LLC
DBA SZABO STEEL FABRICATION
233 BEVERLY RD
GREENVILLE, SC 29609-3133

Bus Platinum Privileges

Customer service information

☎ 1.888.BUSINESS (1.888.287.4637)

🌐 bankofamerica.com

✉ Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Your Business Advantage Checking Bus Platinum Privileges

for July 1, 2015 to July 31, 2015

Account number: [REDACTED]

MS PRODUCTION SOLUTION, LLC DBA SZABO STEEL FABRICATION

Account summary

Beginning balance on July 1, 2015	\$16,391.95
Deposits and other credits	53,514.99
Withdrawals and other debits	-5,177.01
Checks	-42,970.84
Service fees	-0.00
Ending balance on July 31, 2015	\$21,759.09

of deposits/credits: 2

of withdrawals/debits: 50

of items-previous cycle¹: 68

of days in cycle: 31

Average ledger balance: \$22,054.63

¹Includes checks paid, deposited items & other debits

Make an impression.

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MS PRODUCTION SOLUTION, LLC | Account # [REDACTED] July 1, 2015 to July 31, 2015

Deposits and other credits

Date	Description	Amount
07/15/15	Deposit	25,000.00
07/20/15	Deposit	28,514.99
Total deposits and other credits		\$53,514.99

Withdrawals and other debits

Date	Description	Amount
07/01/15	IRS DES:USATAXPYMT ID:270558274978280 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-581.78
07/06/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MANFRED SPRENGER CO ID:9005900018 PPD	-1,162.22
07/06/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MS PRODUCTION SOLUTION CO ID:9005900018 PPD	-287.56
07/06/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MANFRED SPRENGER CO ID:9005900018 PPD	-171.54
07/06/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MANFRED SPRENGER* CO ID:9005900018 PPD	-163.19
07/08/15	IRS DES:USATAXPYMT ID:270558924272970 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-524.02
07/08/15	SC DEPT REVENUE DES:DEBIT ID:7423721-1 INDN:X CO ID:5576000286 CCD	-125.32
07/15/15	IRS DES:USATAXPYMT ID:270559652830672 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-548.04
07/15/15	SC DEPT REVENUE DES:DEBIT ID:7447251-1 INDN:X CO ID:5576000286 CCD	-131.66
07/22/15	IRS DES:USATAXPYMT ID:270560350856225 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-654.52
07/22/15	SC DEPT REVENUE DES:DEBIT ID:7476216-1 INDN:X CO ID:5576000286 CCD	-137.95
07/29/15	IRS DES:USATAXPYMT ID:270561020662133 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-566.74
07/29/15	SC DEPT REVENUE DES:DEBIT ID:7504358-1 INDN:X CO ID:5576000286 CCD	-122.47
Total withdrawals and other debits		-\$5,177.01

Small Business
Online Banking

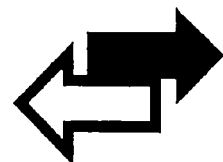
TIP OF THE MONTH

Transferring funds is a snap

Now you can send **transfers** from business accounts to a Bank of America[®] personal account, including your own.

Later this year, you'll be able to send transfers from your business accounts to any other Bank of America business account *and* from your personal account to any Bank of America business account.

Click on the **Transfers** tab when logged in at bankofamerica.com/smallbusiness.



ARYRND4V | SSM-02-15-0019B

Checks

Date	Check #	Amount
07/21/15	54529	-40.20
07/24/15	54550*	-40.20
07/27/15	54551	-388.80
07/21/15	54552	-980.00
07/23/15	54553	-220.64
07/24/15	54554	-950.00
07/21/15	54555	-55.39
07/23/15	54556	-500.02
07/20/15	54557	-21,300.21
07/23/15	54558	-721.00
07/23/15	54559	-389.00
07/24/15	54560	-426.85
07/20/15	54561	-2,000.00
07/28/15	54563*	-380.23
07/28/15	54564	-2,000.00
07/28/15	54565	-2,509.60
07/06/15	54739*	-614.46
07/06/15	54740	-585.29
07/06/15	54741	-585.29

Date	Check #	Amount
07/14/15	54742	-151.63
07/02/15	54743	-299.00
07/13/15	54744	-614.46
07/13/15	54745	-585.29
07/13/15	54746	-585.29
07/10/15	54747	-420.28
07/20/15	54748	-248.82
07/20/15	54749	-614.46
07/20/15	54750	-585.29
07/21/15	54751	-585.29
07/17/15	54752	-324.15
07/17/15	54753	-420.28
07/27/15	54754	-614.46
07/29/15	54755	-585.29
07/28/15	54756	-585.29
07/24/15	54757	-372.17
07/24/15	54758	-317.80
07/31/15	54763*	-374.41

Total checks - \$42,970.84
Total # of checks 37

* There is a gap in sequential check numbers

Service fees

Your Overdraft and NSF: Returned Item fees for this statement period and year to date are shown below.

	Total for this period	Total year-to-date
Total Overdraft fees	\$0.00	\$35.00
Total NSF: Returned Item fees	\$0.00	\$0.00

To help you avoid overdraft fees and returned items you can set up:

Alerts: receive email or text messages to inform you when your balance is low.

Overdraft Protection: automatically transfer available funds to your account from a linked savings, credit card or an eligible second checking account to help cover items that would overdraw your account.

Simply go to Online Banking at bankofamerica.com, call us at the number listed on this statement or come in to see us at your banking center.

continued on the next page

Service fees - continued

Based upon the activity below, the monthly fee on your Business Advantage checking account was waived for the statement period ending 06/30/15:

You are an active user of one of the following services

OR

At least one of the following occurred during the previous month

☐ Bank of America Merchant Services

☐ \$2,500+ in net new purchases on a linked Business credit card

☐ Payroll Service by Intuit®

☒ \$15,000+ average monthly balance in primary checking account

☐ Small Business Remote Deposit Online Service

☐ \$35,000+ combined average monthly balance in linked business accounts

A check mark indicates that you have qualified for a monthly fee waiver on the account based on your usage of these products or services. For information on how to open a new product or to link an existing service to your account please call 1-888-BUSINESS or visit bankofamerica.com/smallbusiness.

Daily ledger balances

Date	Balance (\$)	Date	Balance (\$)	Date	Balance (\$)
07/01	15,810.17	07/14	8,935.33	07/23	31,993.40
07/02	15,511.17	07/15	33,255.63	07/24	29,886.38
07/06	11,941.62	07/17	32,511.20	07/27	28,883.12
07/08	11,292.28	07/20	36,277.41	07/28	23,408.00
07/10	10,872.00	07/21	34,616.53	07/29	22,133.50
07/13	9,086.96	07/22	33,824.06	07/31	21,759.09

✓ To help you BALANCE YOUR CHECKING ACCOUNT, visit bankofamerica.com/statementbalance or the Statements and Documents tab in Online Banking for a printable version of the How to Balance Your Account Worksheet.

EXHIBIT 6

Paychecks (2) of \$7,000.00 for Manfred Sprenger from MSPS



Bus Platinum Privileges

Bank of America



P.O. Box 15284
Wilmington, DE 19850

MS PRODUCTION SOLUTION, LLC
DBA SZABO STEEL FABRICATION
233 BEVERLY RD
GREENVILLE, SC 29609-3133

Customer service information

1.888.BUSINESS (1.888.287.4637)

bankofamerica.com

Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

**Your Business Advantage Checking
Bus Platinum Privileges**

for June 1, 2015 to June 30, 2015

Account number: [REDACTED]

MS PRODUCTION SOLUTION, LLC DBA SZABO STEEL FABRICATION

Account summary

Beginning balance on June 1, 2015	\$115,652.27
Deposits and other credits	77,059.92
Withdrawals and other debits	-13,713.30
Checks	-162,526.94
Service fees	-80.00
Ending balance on June 30, 2015	\$16,391.95

of deposits/credits: 3

of withdrawals/debits: 84

of items-previous cycle¹: 45

of days in cycle: 30

Average ledger balance: \$26,816.29

¹Includes checks paid, deposited items & other debits

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625

Deposits and other credits

Date	Description	Amount
06/15/15	Deposit	7,650.00
06/18/15	Deposit	66,654.08
06/25/15	Deposit	2,755.84
Total deposits and other credits		\$77,059.92

Withdrawals and other debits

Date	Description	Amount
06/01/15	WIRE TYPE:INTL OUT DATE:150601 TIME:1155 ET TRN:2015060100226601 SERVICE REF:290339 BNF:MAKTEK STEEL SOLUTION PVT ID:602705500597 BNF BK:ICICI BANK LIMITED ID:INICIC0006027 PMT DET:9RKKGK443 Services	-2,040.00
06/03/15	IRS DES:USATAXPYMT ID:270555422031876 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-548.04
06/03/15	SC DEPT REVENUE DES:DEBIT ID:7308110-1 INDN:X CO ID:5576000286 CCD	-131.66
06/05/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MANFRED SPRENGER CO ID:9005900018 PPD	-1,162.22
06/05/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MS PRODUCTION SOLUTION CO ID:9005900018 PPD	-362.70
06/05/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MS PRODUCTION SOLUTION CO ID:9005900018 PPD	-287.56
06/05/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MANFRED SPRENGER CO ID:9005900018 PPD	-171.54
06/05/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MANFRED SPRENGER* CO ID:9005900018 PPD	-163.19
06/10/15	IRS DES:USATAXPYMT ID:270556183679447 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-548.04
06/10/15	SC DEPT REVENUE DES:DEBIT ID:7326018-1 INDN:X CO ID:5576000286 CCD	-131.66
06/15/15	IRS DES:USATAXPYMT ID:270556641197675 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-529.08
06/15/15	SC DEPT REVENUE DES:DEBIT ID:7350976-1 INDN:X CO ID:5576000286 CCD	-127.42
06/24/15	IRS DES:USATAXPYMT ID:270557553656983 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-544.08

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Withdrawals and other debits - continued

Date	Description	Amount
06/24/15	SC DEPT REVENUE DES:DEBIT ID:7377901-1 INDN:X CO ID:5576000286 CCD	-130.75
06/30/15	SC DEPT REVENUE DES:DEBIT ID:7398864-1 INDN:X CO ID:5576000286 CCD	-140.82
Card account # XXXX XXXX XXXX 8614		
06/01/15	CHECKCARD 0528 CHICAGO METAL PRODUCTS CHICAGO IL 24798655149123057010026 CKCD 5999 XXXXXXXXXXXXX8614 XXXX XXXX XXXX 8614	-3,060.00
06/10/15	CHECKCARD 0608 CHICAGO METAL PRODUCTS CHICAGO IL 24798655160123065010020 CKCD 5999 XXXXXXXXXXXXX8614 XXXX XXXX XXXX 8614	-3,060.00
06/11/15	CHECKCARD 0610 SAFELITE AUTOGLASS 614-210-9186 OH 24493985161026154803734 CKCD 5533 XXXXXXXXXXXXX8614 XXXX XXXX XXXX 8614	-268.19
06/11/15	CHECKCARD 0610 SAFELITE AUTOGLASS 614-210-9186 OH 24493985161026154805424 CKCD 5533 XXXXXXXXXXXXX8614 XXXX XXXX XXXX 8614	-306.35
Subtotal for card account # XXXX XXXX XXXX 8614		-56,694.54
Total withdrawals and other debits		-\$13,713.30

Checks

Date	Check #	Amount
06/04/15	54453	-75.00
06/12/15	54488*	-13,821.34
06/04/15	54502*	-580.00
06/01/15	54503	-2,515.15
06/01/15	54504	-290.79
06/05/15	54505	-660.00
06/04/15	54506	-40.62
06/01/15	54507	-737.60
06/01/15	54508	-980.00
06/01/15	54509	-338.70
06/01/15	54510	-1,254.80
06/02/15	54511	-950.00
06/01/15	54512	-2,055.78
06/01/15	54513	-5,500.00
06/01/15	54516*	-8,008.50
06/03/15	54517	-30.74
06/03/15	54518	-377.26
06/02/15	54519	-1,000.00
06/01/15	54522*	-60,000.00
06/19/15	54523	-163.38
06/22/15	54524	-546.83
06/24/15	54526*	-2,120.38
06/22/15	54527	-138.27
06/26/15	54528	-147.00
06/23/15	54530*	-71.32
06/23/15	54531	-353.62
06/24/15	54532	-950.00

Date	Check #	Amount
06/24/15	54533	-66.80
06/24/15	54534	-1,254.80
06/24/15	54535	-950.00
06/23/15	54536	-24.32
06/24/15	54537	-314.03
06/22/15	54538	-23,918.10
06/26/15	54539	-30.74
06/25/15	54540	-377.08
06/22/15	54541	-711.00
06/22/15	54542	-192.00
06/30/15	54545*	-3,000.00
06/25/15	54546	-3,000.00
06/29/15	54547	-1,245.31
06/26/15	54548	-7,000.00
06/29/15	54549	-5,500.00
06/01/15	54718*	-420.28
06/01/15	54719	-614.46
06/02/15	54720	-585.29
06/01/15	54721	-585.29
06/08/15	54722	-420.28
06/08/15	54723	-614.46
06/09/15	54724	-585.29
06/08/15	54725	-585.29
06/15/15	54726	-373.50
06/15/15	54727	-614.46
06/15/15	54728	-585.29
06/16/15	54729	-585.29

continued on the next page



Checks - continued

Date	Check #	Amount
06/22/15	54730	-411.17
06/19/15	54731	-614.46
06/30/15	54732	-585.29
06/22/15	54733	-585.29
06/29/15	54734	-336.75

Date	Check #	Amount
06/29/15	54735	-614.46
06/30/15	54736	-585.29
06/29/15	54737	-585.29
06/29/15	54738	-348.50

Total checks - \$162,526.94
Total # of checks 63

* There is a gap in sequential check numbers

Service fees

Your Overdraft and NSF: Returned Item fees for this statement period and year to date are shown below.

	Total for this period	Total year-to-date
Total Overdraft fees	\$35.00	\$35.00
Total NSF: Returned Item fees	\$0.00	\$0.00

To help you avoid overdraft fees and returned items you can set up:

Alerts: receive email or text messages to inform you when your balance is low.

Overdraft Protection: automatically transfer available funds to your account from a linked savings, credit card or an eligible second checking account to help cover items that would overdraw your account.

Simply go to Online Banking at bankofamerica.com, call us at the number listed on this statement or come in to see us at your banking center.

Based upon the activity below, the monthly fee on your Business Advantage checking account was waived for the statement period ending 05/29/15:

You are an active user of one of the following services

OR

At least one of the following occurred during the previous month

- ☐ Bank of America Merchant Services
- ☐ Payroll Service by Intuit®
- ☐ Small Business Remote Deposit Online Service

- ☐ \$2,500+ in net new purchases on a linked Business credit card
- ✓ \$15,000+ average monthly balance in primary checking account
- ✓ \$35,000+ combined average monthly balance in linked business accounts

A check mark indicates that you have qualified for a monthly fee waiver on the account based on your usage of these products or services. For information on how to open a new product or to link an existing service to your account please call 1-888-BUSINESS or visit bankofamerica.com/smallbusiness.

continued on the next page

Service fees - continued

Date	Transaction description	Amount
06/01/15	Wire Transfer Fee	-45.00
06/12/15	OVERDRAFT ITEM FEE FOR ACTIVITY OF 06-12	-35.00
Total service fees		-\$80.00

Note your Ending Balance already reflects the subtraction of Service Fees.

Daily ledger balances

Date	Balance (\$)	Date	Balance (\$)	Date	Balance (\$)
06/01	27,205.92	06/10	14,135.08	06/22	43,912.74
06/02	24,670.63	06/11	13,560.54	06/23	43,463.48
06/03	23,582.93	06/12	-295.80	06/24	37,132.64
06/04	22,887.31	06/15	5,124.45	06/25	36,511.40
06/05	20,080.10	06/16	4,539.16	06/26	29,333.66
06/08	18,460.07	06/18	71,193.24	06/29	20,703.35
06/09	17,874.78	06/19	70,415.40	06/30	16,391.95

- ✓ To help you BALANCE YOUR CHECKING ACCOUNT, visit bankofamerica.com/statementbalance or the Statements and Documents tab in Online Banking for a printable version of the How to Balance Your Account Worksheet.



P.O. Box 15284
Wilmington, DE 19850

MS PRODUCTION SOLUTION, LLC
DBA SZABO STEEL FABRICATION
233 BEVERLY RD
GREENVILLE, SC 29609-3133

Bus Platinum Privileges

Customer service information

1.888.BUSINESS (1.888.287.4637)

bankofamerica.com

Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Please see the Account Changes section of your statement for details regarding Important changes to your account.

Your Business Advantage Checking Bus Platinum Privileges

for August 1, 2015 to August 31, 2015

MS PRODUCTION SOLUTION, LLC DBA SZABO STEEL FABRICATION

Account number: [REDACTED]

Account summary

Beginning balance on August 1, 2015	\$21,759.09
Deposits and other credits	105,596.38
Withdrawals and other debits	-8,799.81
Checks	-99,883.57
Service fees	-45.00
Ending balance on August 31, 2015	\$18,627.09

of deposits/credits: 5

of withdrawals/debits: 75

of items-previous cycle¹: 39

of days in cycle: 31

Average ledger balance: \$44,739.67

¹Includes checks paid, deposited items & other debits

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Deposits and other credits

Date	Description	Amount
08/03/15	Deposit	38,486.25
08/06/15	Deposit	18,500.00
08/11/15	Deposit	21,065.00
08/24/15	Deposit	14,878.13
08/27/15	Deposit	12,667.00
Total deposits and other credits		\$105,596.38

Withdrawals and other debits

Date	Description	Amount
08/05/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MANFRED SPRENGER CO ID:9005900018 PPD	-1,162.22
08/05/15	IRS DES:USATAXPYMT ID:270561772568814 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-573.18
08/05/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MS PRODUCTION SOLUTION CO ID:9005900018 PPD	-319.45
08/05/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MANFRED SPRENGER CO ID:9005900018 PPD	-171.54
08/05/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MANFRED SPRENGER* CO ID:9005900018 PPD	-163.19
08/05/15	SC DEPT REVENUE DES:DEBIT ID:7527024-1 INDN:X CO ID:5576000286 CCD	-131.34
08/12/15	IRS DES:USATAXPYMT ID:270562482017664 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-620.14
08/12/15	SC DEPT REVENUE DES:DEBIT ID:7547009-1 INDN:X CO ID:5576000286 CCD	-143.20
08/17/15	WIRE TYPE:INTL OUT DATE:150817 TIME:0933 ET TRN:2015081700208841 SERVICE REF:983158 BNF:HANGZHOU TEDUN BUILDING MA ID:3301400700022900 BNF BK:CHINA CONSTRUCTION BANK ID:PCBCCNBZJX PMT DET:8U5PXBYKR Services /ACC/TELEX: 351108 CBHZ	-4,000.00
08/19/15	IRS DES:USATAXPYMT ID:270563101572037 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-616.64

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Withdrawals and other debits - continued

Date	Description	Amount
08/19/15	SC DEPT REVENUE DES:DEBIT ID:7573388-1 INDN:X CO ID:5576000286 CCD	-143.32
08/24/15	SC DEPT REVENUE DES:DEBIT ID:7604483-1 INDN:X CO ID:5576000286 CCD	-141.93
08/26/15	IRS DES:USATAXPYMT ID:270563830914300 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-613.66
Total withdrawals and other debits		-\$8,799.81

Checks

Date	Check #	Amount
08/05/15	54562	-81.00
08/11/15	54566*	-1,922.37
08/07/15	54567	-2,610.00
08/17/15	54568	-746.72
08/06/15	54569	-1,392.40
08/07/15	54570	-88.10
08/07/15	54571	-800.00
08/10/15	54572	-391.74
08/14/15	54573	-136.25
08/10/15	54574	-708.80
08/04/15	54575	-5,500.00
08/10/15	54576	-1,464.00
08/11/15	54577	-58.11
08/10/15	54578	-1,968.80
08/20/15	54579	-1,189.58
08/27/15	54580	-553.63
08/21/15	54581	-68.00
08/21/15	54582	-39.80
08/21/15	54583	-112.49
08/17/15	54584	-950.00
08/25/15	54585	-175.70
08/17/15	54586	-1,254.80
08/18/15	54587	-950.00
08/18/15	54588	-9.00
08/21/15	54589	-1,275.84
08/19/15	54590	-474.20
08/20/15	54591	-33,841.59
08/24/15	54592	-377.18

Date	Check #	Amount
08/26/15	54593	-2,000.00
08/17/15	54594	-721.00
08/20/15	54595	-509.04
08/24/15	54596	-2,000.00
08/20/15	54597	-1,790.08
08/19/15	54598	-7,000.00
08/19/15	54599	-500.00
08/03/15	54759*	-614.46
08/03/15	54760	-585.29
08/03/15	54761	-585.29
08/10/15	54762	-156.07
08/10/15	54764*	-614.46
08/10/15	54765	-585.29
08/10/15	54766	-585.29
08/07/15	54767	-380.20
08/07/15	54768	-393.42
08/17/15	54769	-614.46
08/17/15	54770	-585.29
08/18/15	54771	-585.29
08/14/15	54772	-461.14
08/14/15	54773	-382.68
08/24/15	54774	-614.46
08/27/15	54776*	-585.29
08/21/15	54777	-385.92
08/21/15	54778	-420.28
08/31/15	54779	-286.75
08/31/15	54780	-614.46
08/28/15	54783*	-447.56

continued on the next page


Checks - continued

Date	Check #	Amount
08/21/15	55001*	-600.00
08/17/15	55002	-2,000.00
08/21/15	55003	-100.00

Date	Check #	Amount
08/31/15	55004	-5,500.00
08/27/15	55005	-7,540.00

Total checks - \$99,883.57
Total # of checks 61

* There is a gap in sequential check numbers

Service fees

Your Overdraft and NSF: Returned Item fees for this statement period and year to date are shown below.

	Total for this period	Total year-to-date
Total Overdraft fees	\$0.00	\$35.00
Total NSF: Returned Item fees	\$0.00	\$0.00

To help you avoid overdraft fees and returned items you can set up:

Alerts: receive email or text messages to inform you when your balance is low.

Overdraft Protection: automatically transfer available funds to your account from a linked savings, credit card or an eligible second checking account to help cover items that would overdraw your account.

Simply go to Online Banking at bankofamerica.com, call us at the number listed on this statement or come in to see us at your banking center.

Based upon the activity below, the monthly fee on your Business Advantage checking account was waived for the statement period ending 07/31/15:

You are an active user of one of the following services

OR

At least one of the following occurred during the previous month

☐ Bank of America Merchant Services

☐ \$2,500+ in net new purchases on a linked Business credit card

☐ Payroll Service by Intuit®

✓ ☒ \$15,000+ average monthly balance in primary checking account

☐ Small Business Remote Deposit Online Service

☐ \$35,000+ combined average monthly balance in linked business accounts

A check mark indicates that you have qualified for a monthly fee waiver on the account based on your usage of these products or services. For information on how to open a new product or to link an existing service to your account please call 1-888-BUSINESS or visit bankofamerica.com/smallbusiness.

Date	Transaction description	Amount
08/17/15	Wire Transfer Fee	-45.00

Total service fees - \$45.00

Note your Ending Balance already reflects the subtraction of Service Fees.

Daily ledger balances

Date	Balance (\$)	Date	Balance (\$)	Date	Balance (\$)
08/01	21,759.09	08/11	75,804.33	08/21	12,532.58
08/03	58,460.30	08/12	75,040.99	08/24	24,277.14
08/04	52,960.30	08/14	74,060.92	08/25	24,101.44
08/05	50,358.38	08/17	63,143.65	08/26	21,487.78
08/06	67,465.98	08/18	61,599.36	08/27	25,475.86
08/07	63,194.26	08/19	52,865.20	08/28	25,028.30
08/10	56,719.81	08/20	15,534.91	08/31	18,627.09

- ✓ To help you BALANCE YOUR CHECKING ACCOUNT, visit bankofamerica.com/statementbalance or the Statements and Documents tab in Online Banking for a printable version of the How to Balance Your Account Worksheet.



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Columbia, SC 29202-0029



10944

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MANFRED SPRENGER
308 SHAGBARK CIR
SIMPSONVILLE SC 29680-6940

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422



Your Account(s) At A Glance

Checking
Balance **561.88+**

Statement Period: June 13, 2015 Thru July 14, 2015

Account Number: [REDACTED]



Relationship Checking

Account Number: 480534345809

Enclosures In Statement: 0

Beginning Balance	2,479.75+
2 Deposits	8,000.00+
6 Other Credits	2,788.00+
Interest Earned This Period	0.02+
7 Checks	2,421.43-
43 Other Debits	10,284.46-
Monthly Service Charge	0.00
Ending Balance	561.88+

Statement Period Days	32
Average Collected Balance	3,036.00+
Annual Percentage Yield Earned*	0.01%
Total Interest Earned YTD	0.88+

*For this statement period



Direct Customer Inquiry Calls To
FIRST CITIZENS
Hotline At 1-888-612-4444.

Page 1 of 5

Name: PATRICIA R SPRENGER

DETACH AND RETURN THIS STUB WITH YOUR PAYMENT.

CHECKLINE RESERVE PERSONAL

\$

.

Account No.	480534345809
Payment Amount Due	0.00
Past Due Amount	0.00
Minimum Payment Due	0.00
Due Date	08-09-2015

DDA-LOC 500808003 DDA-LOC

Amount Enclosed

FIRST CITIZENS
PO BOX 63400
CHARLOTTE NC 28263-3400

500808003 480534345809

635

Statement Period: June 13, 2015 Thru July 14, 2015

Account Number : **Deposits To Your Account**

Date	Description	Amount
06-15	Customer Deposit	1,000.00
06-25	Customer Deposit	7,000.00
Total		8,000.00

Other Credits And Interest To Your Account

Date	Description	Amount
06-15	Mobile Check Deposit	250.00
06-16	Mobile Check Deposit	600.00
06-18	Transfer Mobile Pcb 06-18 480540362509	800.00
06-18	Mobile Check Deposit	100.00
06-18	Mobile Check Deposit	650.00
07-10	Mobile Check Deposit	388.00
Total		2,788.00
07-14	Interest	0.02

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount
1493	06-22	600.00	1498*	07-02	1,095.00
1494	07-01	142.65	1500*	07-07	3.08
1496*	07-01	460.70	1501	07-09	35.00
			1502	07-10	85.00

*Prior Check Number(s) Not Included or Out of Sequence.

Other Debits From Your Account

Date	Description	Amount
06-15	FDR Debit Card Visa #1131 Spk*spokeo Search 800-6994264 Ca	20.70
06-15	Miscellaneous Debit	1,324.49
06-15	Transfer Mobile Pcb 06-13 686308937671	600.00
06-16	Charter Chkpayment 01492	82.37
06-17	Transfer Mobile Pcb 06-17 686308937671	600.00
06-18	FDR Debit Card Visa #1131 Amazon *mktplce Eu-De 800-854-7867 Lu	23.30
06-18	Purchase Visa #1131 06-18 ATM 302192 Seq # 12714	24.25
	Cvs 02192 02192-698 Fair Simpsonville SC	
06-18	FDR Debit Card Visa #1131 Amazon.com Amzn.Com/Bill Wa	24.70
06-18	FDR Debit Card Visa #1131 Amazon *mktplce Eu-De 800-854-7867 Lu	63.36
06-18	FDR Debit Card Visa Debit Foreign Transaction Fee Amazon *mktpl Lu	0.23
06-18	FDR Debit Card Visa Debit Foreign Transaction Fee Amazon *mktpl Lu	0.63
06-18	Transfer Mobile Pcb 06-18 686308937671	200.00



1230 Main Street
PO Box 29
Columbia, SC 29202-0029

10944

PATRICIA R SPRENGER
MANFRED SPRENGER
308 SHAGBARK CIR
SIMPSONVILLE SC 29680-6940



Statement Period: June 13, 2015 Thru July 14, 2015

Account Number : XXXXXXXXXX

Other Debits From Your Account

Date	Description	Amount
06-22	FDR Debit Card Visa #1131 Amazon.com Amzn.Com/Bill Wa	15.92
06-22	Transfer Mobile Pcb 06-20 686308937671	500.00
06-23	Purchase Visa #1131 06-22 ATM 908184 Seq # 59197	7.49
	Shell Service S Shell Spartanburg SC	
06-23	Purchase Visa #1131 06-23 ATM Eh6Pa1 Seq # 64542	61.57
	Bi-Lo Grocery # Simpsonville SC	
06-24	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	143.86
06-24	Transfer Mobile Pcb 06-24 686308937671	500.00
06-26	Purchase Visa #1131 06-26 ATM P06130 Seq # 1825	31.53
	Publix 655 Fairview RD Simpsonville SC	
06-29	Purchase Visa #1131 06-28 ATM Eh6Pa1 Seq # 58962	19.74
	Bi-Lo Grocery # Simpsonville SC	
06-29	Purchase Visa #1131 06-26 ATM 061451 Seq # 30901	26.40
	Nst The Home De 669 Fairview Roa Simpsonville SC	
06-29	Transfer Mobile Pcb 06-27 686308937671	500.00
06-29	Transfer Mobile Pcb 06-29 480540362509	600.00
07-01	FDR Debit Card Visa #1131 Panera Bread #859 Simpsonville SC	27.38
07-02	Purchase Visa #1131 07-02 ATM 061452 Seq # 19301	23.74
	Nst The Home De 669 Fairview Roa Simpsonville SC	
07-02	Purchase Visa #1131 07-02 ATM 002 Seq # 5749	767.55
	Bmw Financialser Bmw Financialser Hilliard Oh	
07-02	Kohl's Dept Strs Chg Pymt *****1304	150.00
07-02	Comenitycard Pay Check Pymt 1495	157.39
07-03	FDR Debit Card Visa #1131 Spk*spokeo Search 800-6994264 Ca	18.95
07-03	Purchase Visa #1131 07-03 ATM Eh6Pa1 Seq # 42081	41.36
	Bi-Lo Grocery # Simpsonville SC	
07-03	Purchase Visa #1131 07-03 ATM 302192 Seq # 12625	62.19
	Cvs 02192 02192-698 Fair Simpsonville SC	
07-06	FDR Debit Card Visa #1131 Fountain Inn Natural G 864-8620042 SC	17.44
07-06	Transfer Mobile Pcb 07-06 686308937671	300.00
07-06	Duke Energy SE Web_pay *****0315	280.20
07-07	FDR Debit Card Visa #1131 Gan*1120Grnvillenewcir 888-426-0491 In	31.00
07-07	Wfhm Mortgage Checkpaymt 01497	2,246.26
07-07	Charter Chkpayment 01499	74.53
07-08	Purchase Visa #1131 07-08 ATM 890769 Seq # 40610	87.57
	Aldi 76097 0626 1771 Woodruff RD Greenville SC	
07-08	FDR Debit Card Visa #1131 Wm Ezpay 866-834-2080 Tx	90.34
07-13	Purchase Visa #1131 07-13 ATM 291234 Seq # 67815	25.14
	Quiktrip 1012 Woodruff RD Greenville SC	
07-13	Purchase Visa #1131 07-12 ATM 061451 Seq # 91601	67.18
	The Home Depot 669 Fairview Roa Simpsonville SC	
07-13	Purchase Visa #1131 07-13 ATM P06130 Seq # 1922	96.70
	Publix 655 Fairview RD Simpsonville SC	
07-13	FDR Debit Card Visa #1131 Amazon.com Amzn.Com/Bill Wa	349.00
Total		10,284.46

	Total Statement Cycle	Total Year-To-Date
Total Overdraft Fees	0.00	0.00
Total Insufficient Funds Fees	0.00	0.00

Statement Period: June 13, 2015 Thru July 14, 2015

Account Number : **Daily Balance Summary**

Date	Balance	Date	Balance	Date	Balance
06-15	1,784.56+	06-25	8,086.88+	07-07	1,009.79+
06-16	2,302.19+	06-26	8,055.35+	07-08	831.88+
06-17	1,702.19+	06-29	6,909.21+	07-09	796.88+
06-18	2,915.72+	07-01	6,278.48+	07-10	1,099.88+
06-22	1,799.80+	07-02	4,084.80+	07-13	561.86+
06-23	1,730.74+	07-03	3,962.30+	07-14	561.88+
06-24	1,086.88+	07-06	3,364.66+		

**Overdraft Protection**

Loan Account Number : 480534345809

Previous Balance	0.00	Closing Date of Billing Cycle	07/14/2015
Total Advances	0.00	Days In The Billing Cycle Period	32
Total Payments/Credits (-)	0.00	Credit Line	1,000.00
Total Fees	0.00	Available Credit	1,000.00
Total Interest	0.00	Minimum Payment Due	0.00
New Balance	0.00	Due Date	08/09/2015

Transactions Since Last Statement

Date	Description	Amount
	No Transaction Activity	

Interest Calculation

Plan Type	Annual Percentage Rate (APR)	Daily Periodic Rate	Average Daily Balance (Subject to Interest Rate)
Fixed	21.000%	0.05753425%	0.00

Totals Year-To-Date

Total Fees Charged in 2015	0.00
Total Interest Charged in 2015	0.00



1230 Main Street
PO Box 29
Columbia, SC 29202-0029

02023

PATRICIA R SPRENGER
MANFRED SPRENGER
308 SHAGBARK CIR
SIMPSONVILLE SC 29680-6940

ZE
422

Your Account(s) At A Glance

Checking
Balance **3,229.37+**

Statement Period: August 15, 2015 Thru September 4, 2015

Account Number : [REDACTED]



Relationship Checking

Account Number : 480534345809

Enclosures In Statement: 0

Beginning Balance	947.26+
1 Deposits	7,000.00+
1 Other Credits	900.00+
Interest Earned This Period	0.02+
3 Checks	1,636.00-
32 Other Debits	3,981.91-
Monthly Service Charge	0.00
Ending Balance	3,229.37+

Statement Period Days	21
Average Collected Balance	4,913.00+
Annual Percentage Yield Earned*	0.01%
Total Interest Earned YTD	0.93+

*For this statement period

Deposits To Your Account

Date	Description	Amount
08-18	Customer Deposit	7,000.00
	Total	7,000.00

Other Credits And Interest To Your Account

Date	Description	Amount
08-31	Transfer Mobile Pcb 08-31 480540362509	900.00
	Total	900.00
09-04	Interest	0.02

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
1510	08-25	323.00	1571*	08-27	218.00	1572	09-03	1,095.00

*Prior Check Number(s) Not Included or Out of Sequence.

Other Debits From Your Account

Date	Description	Amount
08-18	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	18.54
08-18	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	29.98
08-19	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	14.49
08-19	Purchase Visa #1131 08-18 ATM 162872 Seq # 20887	20.18
	Shell Service S Shell Simpsonville SC	
08-19	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	24.95
08-19	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	29.99



Direct Customer Inquiry Calls To
FIRST CITIZENS
Hotline At 1-888-612-4444.

Statement Period: August 15, 2015 Thru September 4, 2015

Account Number : XXXXXXXXXX**Other Debits From Your Account**

Date	Description	Amount
08-19	Purchase Visa #1131 08-19 ATM Eh6Pa1 Seq # 6766	66.12
08-19	Belk Haywood 700 Greenville SC	
08-19	FDR Debit Card Visa #1131 Epic Buffet Simpsonville SC	111.51
08-20	Purchase Visa #1131 08-20 ATM 291234 Seq # 33278	39.74
08-20	Quiktrip 1012 Woodruff RD Greenville SC	
08-20	FDR Debit Card Visa #1131 Lowes #00907* 866-483-7521 NC	87.29
08-24	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	12.95
08-24	Purchase Visa #1131 08-24 ATM 085689 Seq # 43407	35.01
08-24	Quiktrip 1134 1460 Woodruff RD Greenville SC	
08-24	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	36.99
08-24	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	51.67
08-24	Purchase Visa #1131 08-22 ATM 991005 Seq # 72341	202.40
08-25	Costco Whse #10 1021 Woodruff RD Greenville SC	
08-25	Purchase Visa #1131 08-25 ATM 612813 Seq # 38218	25.16
08-25	Spinx #134 1301 Fairview RD Simpsonville SC	
08-25	Purchase Visa #1131 08-25 ATM 001 Seq # 7377	68.93
08-25	Teavana #333 700 Haywood RD. Greenville SC	
08-25	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	150.93
08-26	Purchase Visa #1131 08-26 ATM Eh6Pa1 Seq # 32284	115.94
08-26	Bi-Lo Grocery # Simpsonville SC	
08-26	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	809.00
08-31	Purchase Visa #1131 08-29 ATM 061452 Seq # 29401	52.87
08-31	The Home Depot 669 Fairview Roa Simpsonville SC	
08-31	Purchase Visa #1131 08-31 ATM 002 Seq # 62005	767.55
08-31	Bmw Financialse Bmw Financialser Hilliard Oh	
08-31	Transfer Mobile Pcb 08-31 686308937671	400.00
09-01	FDR Debit Card Visa #1131 Amazon.com Amzn.Com/Bill Wa	7.68
09-01	FDR Debit Card Visa #1131 Amazon.com Amzn.Com/Bill Wa	16.39
09-01	Purchase Visa #1131 09-01 ATM 612830 Seq # 80221	24.42
09-01	Spinx #193 697 Fairview RD. Simpsonville SC	
09-01	Purchase Visa #1131 09-01 ATM P06130 Seq # 1075	136.09
09-01	Publix 655 Fairview RD Simpsonville SC	
09-01	Comenity Pay VI Web Pymt *****4580	100.00
09-01	Duke Energy SE Web_pay *****3115	373.59
09-02	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	7.61
09-03	FDR Debit Card Visa #1131 Spk*spokeo Search 800-6994264 Ca	18.95
09-03	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	124.99
Total		3,981.91

	Total Statement Cycle	Total Year-To-Date
Total Overdraft Fees	0.00	0.00
Total Insufficient Funds Fees	0.00	0.00

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
08-18	7,898.74+	08-25	6,597.43+	09-01	4,475.90+
08-19	7,631.50+	08-26	6,672.49+	09-02	4,468.29+
08-20	7,504.47+	08-27	5,454.49+	09-03	3,229.35+
08-24	7,165.45+	08-31	5,134.07+	09-04	3,229.37+

Bank of America



Capture Date: 10/02/2014 Sequence #: 3742827687

Bank of America



☒ Checking ☐ Savings Withdrawal ☐ DEBIT

Please Check Proper Box.

Not Negotiable - Withdrawals are permitted only through Payment to the depositor.

Date 10/2/14

Name and Address
MS Production Solution, LLC
233 Beverly Rd
Greenville, SC 29609
Telephone No. (N/A)

Twenty five thousand ⁰⁰/₁₀₀ Dollars

Save time in line and help us avoid errors. The next time you make a withdrawal, please use your pre-printed withdrawal slips for your account.

X
Customer Signature

Total Withdrawal

\$ 25000.00

Account Number

1540570139

IV sig
card cut
supply
driver
WO

10/02/2014 10:35
Ently NSC CC 7331700 11 00007
Account 223012111036
R/TN 540570139
Official Check Sale
\$25,000.00
03/15
CCHSCXXXXXXXXXXXX

Seq: 264
Batch: 501831
Date: 10/02/14

Seq: 00264 10/02/14
BAT: 501831 CC: 0057331700
WT: 01 LTPS: Atlanta ET
SC: Finc Hwt 8C-8C2-541

Electronic Endorsements

Date	Sequence	Bank #	Endrs Type	TRN	RRC	Bank Name
10/02/2014	3742827687	11000138	-1	Y		BANK OF AMERICA, NA

No Payee Endorsements Found

final pay off Allied Crawford

Notice to Purchaser - In the event that this check is lost, misplaced or stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

Cashier's Check - Customer Copy

Void After 90 Days

30-1/1140

No. 1106100674

Date 10/02/14 10:37:16 AM

PINE KNOLL

0007 7331700 0034

NTX

Pay



***\$25,000.00

To The
Order Of STEWART AND CROUCH

Not-Negotiable

Customer Copy

Retain for your Records

Remitter (Purchased By): MS PRODUCTION SOLUTION, LLC

001641000298

Bank of America, N.A.

SAN ANTONIO, TX

00-53-3364B 11-2010

C. RICHARD STEWART

Attorney at Law

September 29, 2014

MS Production Solutions, LLC
Attn.: Manfred Sprenger

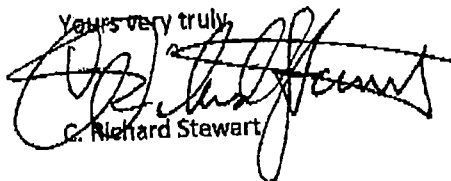
Re: Crawford Metal vs. MS Production Solutions, LLC

By fax: 244 - 0837

Dear Mr. Sprenger:

This is to confirm that Crawford Metal will cancel the Supplemental Proceedings set for October 9, 2014 and settle its judgment against MS Production Solutions, LLC upon receipt of \$25,000.00 in certified funds. Obviously, this settlement amount must be received prior to October 9, 2014.

Yours very truly,



C. Richard Stewart

Phone:
(864)235-2019

C. Richard Stewart, Attorney at Law
11 Whitsett Street, Greenville, SC 29601
www.AttorneyRichardStewart.com

Email:
dstewart@attorneyrichardstewart.com

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

IN THE COURT OF COMMON PLEAS

FILED-CLERK OF COURT)

Crawford Metal)

☒ Plaintiff)

GREENVILLE CO. S.C.)

PAUL B. WICKENSIMER)

CASE NO.

2012-CP-23-06523

2014 SEP 12 PM 3 21)

MOTION INFORMATION FORM
AND COVER SHEET

Ms Production Solutions)

☐ Defendant.)

Plaintiff's Attorney:

C. Richard Stewart, Bar No. 5346

Address:

11 Whitsett Street

Greenville, SC 29601

phone: (864) 235-2019 fax: (864) 235-7851

e-mail: dstewart@stewartandcrouch.com other:

Defendant's Attorney:

, Bar No.

Address:

phone:

fax:

e-mail:

other:

☐ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)

☒ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)

SECTION I: Hearing Information

Nature of Motion: Supplemental Proceedings

Estimated Time Needed: 15 mins Court Reporter Needed: ☐ YES / ☒ NO

SECTION II: Motion Type

☒ Written motion attached

☐ Form Motion --

I hereby move for relief or action by the court as set forth in the attached proposed order.

Signature of Attorney for ☒ Plaintiff / ☐ Defendant

August 26, 2014

Date submitted

SECTION III: Motion Fee

☒ PAID - AMOUNT: 25.00

☐ EXEMPT: ☐ Rule to Show Cause in Child or Spousal Support

(check reason) ☐ Domestic Abuse or Abuse and Neglect

☐ Indigent Status ☐ State Agency v. Indigent Party

☐ Sexually Violent Predator Act ☐ Post-Conviction Relief

☐ Motion for Stay in Bankruptcy

☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)

☐ Proposed order submitted at request of the court; or,

reduced to writing from motion made in open court per judge's instructions

Name of Court Reporter:

☐ Other:

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order.

☐ Other:

JUDGE

CODE:

Date:

CLERK'S VERIFICATION

Collected by: _____

Date Filed: _____

☐ MOTION FEE COLLECTED: _____

☐ CONTESTED - AMOUNT DUE: _____

645

C. RICHARD STEWART

Attorney at Law

October 15, 2014

MS Production Solutions
233 Beverly Road
Greenville, SC 29609
ATTN: Manfred Sprenger

Re: Crawford Metal Corp. v. MS Production Solutions, LLC
2012-CP-23-06523

Dear Mr. Sprenger:

Please find enclosed a filed copy of a Satisfaction of Judgment.

Sincerely,



Donnah Watson, Legal Secretary to
C. Richard Stewart

dkw

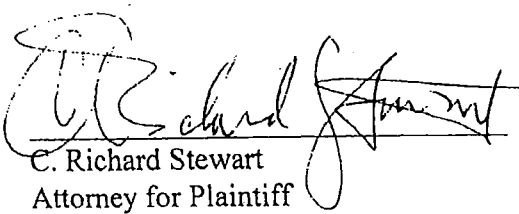
encs.

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
 COUNTY OF GREENVILLE) 2012-CP-23-06523
 Crawford Metal Corp.,)
)
 Plaintiff,)
)
 vs.) SATISFACTION OF JUDGMENT
)
 MS Production Solutions, LLC.,)
)
 Defendants.)

FILED-CLERK OF COURT
 GREENVILLE CO. S.C.
 PAUL B. WICKENSIMER
 2014 OCT 9 PM 4 45

TO: THE HONORABLE PAUL B. WICKENSIMER, Clerk of Court,
 Greenville County

YOU WILL ARE HEREBY REQUESTED to cancel and mark
 satisfied the judgment held by Crawford Metal Corp., against
 MS Production Solutions, LLC, which is to be found at
 Judgment Roll Number 2012-CP-23-06523


 C. Richard Stewart
 Attorney for Plaintiff
 11 Whitsett Street
 Greenville, SC 29601
 864-235-2019
 SC Bar #5346

Greenville, SC
 Oct. 7, 2014.

EXHIBIT 8

Cash deposits from house and remaining bank statements for 2015



1230 Main Street
PO Box 29
Columbia, SC 29202-0029



SC08

10898

PATRICIA R SPRENGER
MANFRED SPRENGER
308 SHAGBARK CIR
SIMPSONVILLE SC 29680-6940

ZE
422



Your Account(s) At A Glance

Checking
Balance **5,158.17+**

Statement Period: December 13, 2014 Thru January 15, 2015

Account Number : XXXXXXXXXX



Relationship Checking

Account Number : 480534345809

Enclosures In Statement: 0

Beginning Balance

1 Deposits	11,302.65+
2 Other Credits	6,800.00+
Interest Earned This Period	1,354.28+
6 Checks	0.08+
61 Other Debits	4,032.41
Monthly Service Charge	10,266.43
	0.00

Statement Period Days

Average Collected Balance	34
Annual Percentage Yield Earned*	8,901.00+
Total Interest Earned YTD	0.01%
	0.08+

*For this statement period

cash from house

Ending Balance

5,158.17+

Deposits To Your Account

Date	Description	Amount
12-29	Customer Deposit	6,800.00
	Total	6,800.00

Other Credits And Interest To Your Account

Date	Description	Amount
12-18	Mobile Check Deposit	279.28
01-05	Transfer Mobile Pcb 01-05 480540362509	1,075.00
	Total	1,354.28
01-15	Interest	0.08

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
1523	12-31	37.41	1525	12-26	2,000.00	1529*	01-08	500.00
1524	12-31	100.00	1527*	01-02	1,095.00	1532*	01-15	300.00

*Prior Check Number(s) Not Included or Out of Sequence.

Other Debits From Your Account

Date	Description	Amount
12-15	Purchase Visa #1131 12-15 ATM Eh6Pa1 Seq # 19391	55.05
	Bi-Lo Grocery # Simpsonville SC	
12-15	FDR Debit Card Visa #1131 Eastbay 800-8262205 Wi	129.98
12-15	FDR Debit Card Visa #1131 Victoria's Secret Cata 800-888-1500 Oh	136.21
12-15	Charter Chkpayment 01520	187.06



Direct Customer Inquiry Calls To
FIRST CITIZENS
Hotline At 1-888-612-4444.

Statement Period: December 13, 2014 Thru January 15, 2015

Account Number : XXXXXXXXXX**Other Debits From Your Account**

Date	Description	Amount
12-16	Purchase Visa #1131 12-16 ATM Eh6Pa1 Seq # 17864	152.09
	Wholefeds Wdf 102 Greenville SC	
12-17	Purchase Visa #1131 12-17 ATM 612813 Seq # 59169	33.74
	Spinx #134 1301 Fairview RD Simpsonville SC	
12-18	Purchase Visa #1131 12-18 ATM Eh6Pa1 Seq # 14057	68.48
	Belk Simpsonvil Simpsonville SC	
12-18	Purchase Visa #1131 12-18 ATM P06130 Seq # 1466	97.67
	Publix 655 Fairview RD Simpsonville SC	
12-19	Purchase Visa #1131 12-19 ATM 048404 Seq # 65986	25.65
	Cost Plus Wld # 1125 Woodruff RD Greenville SC	
12-19	FDR Debit Card Visa #1131 Personalization Mall 630-910-6000 II	75.41
12-19	Purchase Visa #1131 12-19 ATM 461610 Seq # 0280	87.43
	Off Broadway Sho Greenville SC	
12-22	FDR Debit Card Visa #1131 Amazon.com Amzn.Com/Bill Wa	21.99
12-22	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	32.39
12-22	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	56.40
12-22	Kohl's Dept Strs Chg Pymt *****6382	100.00
12-23	FDR Debit Card Visa #1131 Ulta.Com 866-858-2266 II	87.93
12-23	Purchase Visa #1131 12-23 ATM Eh6Pa1 Seq # 29195	161.03
	Bi-Lo Grocery # Simpsonville SC	
12-26	FDR Debit Card Visa #1131 Victoria's Secret Cata 800-888-1500 Oh	102.79
12-26	Purchase Visa #1131 12-26 ATM 991005 Seq # 70600	152.89
	Costco Whse #10 1021 Woodruff RD Greenville SC	
12-26	Transfer Mobile Pcb 12-26 480532087816	61.00
12-26	Transfer Mobile Pcb 12-26 480532089416	61.00
12-26	Transfer Mobile Pcb 12-25 480532089416	150.00
12-29	Purchase Visa #1131 12-27 ATM 061452 Seq # 86601	35.34
	The Home Depot 669 Fairview Roa Simpsonville SC	
12-29	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	49.92
12-29	Purchase Visa #1131 12-28 ATM Eh6Pa1 Seq # 15882	60.61
	Bi-Lo Grocery # Simpsonville SC	
12-29	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	386.99
12-29	Purchase Visa #1131 12-29 ATM 002 Seq # 37901	767.55
	Bmw Financialse Bmw Financialser Hilliard Oh	
12-29	FDR Debit Card Visa #1131 Amazon.com Amzn.Com/Bill Wa	899.00
12-30	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	13.90
12-30	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	18.95
12-30	Purchase Visa #1131 12-30 ATM 302192 Seq # 17849	42.75
	Cvs 02192 02192-698 Fair Simpsonville SC	
12-30	Purchase Visa #1131 12-30 ATM 991005 Seq # 64379	87.43
	Costco Whse #10 1021 Woodruff RD Greenville SC	
12-30	Withdrawal 636 Fairview Roa Simpsonville SC X932 12-30 480534345809	400.00
12-31	FDR Debit Card Visa #1131 Amazon.com Amzn.Com/Bill Wa	9.34
12-31	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	39.99
01-02	FDR Debit Card Visa #1131 Victoria's Secret Cata 800-888-1500 Oh	11.66
01-02	Purchase Visa #1131 01-01 ATM 0000PO Seq # 1529	25.68
	Honey House - R/ Savannah Ga	
01-02	Purchase Visa #1131 01-02 ATM 061452 Seq # 34601	31.03
	Nst The Home De 669 Fairview Roa Simpsonville SC	
01-02	FDR Debit Card Visa #1131 River House Seafoo Savannah Ga	85.69
01-05	FDR Debit Card Visa #1131 Spk*spokeo 18006994264 800-6994264 Ca	18.95
01-05	Purchase Visa #1131 01-04 ATM Eh6Pa1 Seq # 18209	30.23
	Wholefeds Wdf 102 Greenville SC	
01-05	Purchase Visa #1131 01-04 ATM 991005 Seq # 64790	56.03
	Costco Whse #10 1021 Woodruff RD Greenville SC	
01-05	Purchase Visa #1131 01-03 ATM P06130 Seq # 1698	145.01
	Publix 655 Fairview RD Simpsonville SC	
01-05	Purchase Visa #1131 01-03 ATM 061451 Seq # 51701	263.94
	The Home Depot 669 Fairview Roa Simpsonville SC	
01-05	FDR Debit Card Visa #1131 Cotton Sail Hotel Savannah Ga	655.20
01-06	FDR Debit Card Visa #1131 Gan*1120Grvillenewcir 888-426-0491 In	31.00
01-06	Duke Energy SE Web_pay *****0515	361.90
01-06	Wfhm Mortgage Checkpaymt 01526	2,246.26
01-07	FDR Debit Card Visa #1131 Amazon.com Amzn.Com/Bill Wa	9.34
01-07	FDR Debit Card Visa #1131 Fountain Inn Natural G 864-8620042 SC	13.11
01-08	Purchase Visa #1131 01-08 ATM 694751 Seq # 76344	65.63
	Trader Joe's #75 Greenville SC	
01-09	Purchase Visa #1131 01-09 ATM 897355 Seq # 23007	62.48
	Aldi 66103 0623 3665 Vandora Spr Fort Mill SC	
01-09	FDR Debit Card Visa #1131 Gtc Ce 864-250-8000 SC	139.00
01-09	Nationwide Mutua Checkpaymt 01530	279.30



1230 Main Street
PC Box 29
Columbia, SC 29202-0029

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PATRICIA R SPRENGER
MANFRED SPRENGER
308 SHAGBARK CIR
SIMPSONVILLE SC 29680-6940



Statement Period: December 13, 2014 Thru January 15, 2015

Account Number : XXXXXXXXXX

Other Debits From Your Account

Date	Description	Amount
01-12	FDR Debit Card Visa #1131 Wm Ezpay 866-834-2080 Tx	87.67
01-12	Purchase Visa #1131 01-10 ATM P06130 Seq # 1357	129.32
	Publix 655 Fairview RD Simpsonville SC	
01-12	FDR Debit Card Visa #1131 Amazon.com Amzn.Com/Bill Wa	177.99
01-12	Charter Chkpayment 01528	187.06
01-13	Purchase Visa #1131 01-13 ATM 037786 Seq # 12976	182.63
	Staples, Inc Greenville SC	
01-15	Purchase Visa #1131 01-15 ATM 612813 Seq # 60244	24.34
	Spinx #134 1301 Fairview RD Simpsonville SC	
01-15	Purchase Visa #1131 01-15 ATM P06130 Seq # 1983	98.02
	Publix 655 Fairview RD Simpsonville SC	
Total		10,266.43

	Total Statement Cycle	Total Year-To-Date
Total Overdraft Fees	0.00	0.00
Total Insufficient Funds Fees	0.00	0.00

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
12-15	10,794.35+	12-26	7,545.74+	01-07	7,391.53+
12-16	10,642.26+	12-29	12,146.33+	01-08	6,825.90+
12-17	10,608.52+	12-30	11,583.30+	01-09	6,345.12+
12-18	10,721.65+	12-31	11,396.56+	01-12	5,763.08+
12-19	10,533.16+	01-02	10,147.50+	01-13	5,580.45+
12-22	10,322.38+	01-05	10,053.14+	01-15	5,158.17+
12-23	10,073.42+	01-06	7,413.98+		



Overdraft Protection

Account Number: 480534345809

Closing Date of Billing	01-15-2015	Average Daily Balance	0.00
Credit Line	1,000.00	<i>(Balance Subject to Interest Rate)</i>	
Previous Balance	0.00	Days In Period	34
0 Credits	0.00	Daily Periodic Rate	0.05754%
0 Advances	0.00	Available Credit	1,000.00
Total Fees	0.00	Due Date	00-00-0000
Total Interest Charged	0.00		
New Balance	0.00	Minimum Payment Due	0.00
		Annual Percentage Rate	21.00% Fixed

First Citizens is redesigning loan statements. Beginning next month, your statement will have a new look. Also, if you have a line of credit linked to a deposit account as overdraft protection, you may begin to receive a separate statement for each account.

Totals Year-To-Date

Total Fees Charged in 2015	0.00
Total Interest Charged in 2015	0.00



1230 Main Street
PO Box 29
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SC08

10958

PATRICIA R SPRENGER
MANFRED SPRENGER
308 SHAGBARK CIR
SIMPSONVILLE SC 29680-6940

ZE
422

Your Account(s) At A Glance

**Checking
Balance** **9,758.92+**

Statement Period: March 14, 2015 Thru April 14, 2015

Account Number : [REDACTED]



Relationship Checking

Account Number : 480534345809

Enclosures In Statement: 0

Beginning Balance	21,463.60+
1 Deposits	5.00+
0 Other Credits	0.00
Interest Earned This Period	0.15+
7 Checks	5,639.29-
33 Other Debits	6,070.54-
Monthly Service Charge	0.00
Ending Balance	9,758.92+

Statement Period Days	32
Average Collected Balance	16,356.00+
Annual Percentage Yield Earned*	0.01%
Total Interest Earned YTD	0.67+

*For this statement period

Deposits To Your Account

Date	Description	Amount
04-13	Customer Deposit	5.00
Total		5.00



Direct Customer Inquiry Calls To
FIRST CITIZENS
Hotline At 1-888-612-4444.

Page 1 of 5

Name: PATRICIA R SPRENGER

DETACH AND RETURN THIS STUB WITH YOUR PAYMENT.

CHECKLINE RESERVE PERSONAL

\$

Account No.	480534345809
Payment Amount Due	0.00
Past Due Amount	0.00
Minimum Payment Due	0.00
Due Date	05-09-2015

DDA-LOC 500808003 DDA-LOC

Amount Enclosed

FIRST CITIZENS
PO BOX 63400
CHARLOTTE NC 28263-3400

500808003 480534345809

652

Statement Period: March 14, 2015 Thru April 14, 2015

Account Number : **Other Credits And Interest To Your Account**

Date	Description	Amount
03-14	Interest	0.15
Total		0.15

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
1433	03-20	1,500.00	1440*	04-03	1,095.00	646647*	04-13	692.00
1436*	04-02	500.00	1441	04-07	1,500.00			
1438*	04-03	34.82	1442	04-09	317.47			

*Prior Check Number(s) Not Included or Out of Sequence.

Other Debits From Your Account

Date	Description	Amount
03-16	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	31.31
03-16	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	88.85
03-16	FDR Debit Card Visa #1131 Touring Sport Bmw Greenville SC	105.99
03-18	FDR Debit Card Visa #1131 Amazon *mktplce Eu-De 800-854-7867 Lu	5.47
03-18	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	298.74
03-18	FDR Debit Card Visa Debit Foreign Transaction Fee Amazon *mktpl Lu	0.05
03-19	Purchase Visa #1131 03-19 ATM 612813 Seq # 66480	29.44
	Spinx #134 1301 Fairview RD Simpsonville SC	
03-20	FDR Debit Card Visa #1131 Amazon *mktplce Eu-De 800-854-7867 Lu	104.27
03-20	FDR Debit Card Visa Debit Foreign Transaction Fee Amazon *mktpl Lu	1.04
03-20	Transfer Mobile Pcb 03-20 686308937671	250.00
03-23	Purchase Visa #1131 03-23 ATM 890769 Seq # 92187	103.42
	Aldi 76097 0626 1771 Woodruff RD Greenville SC	
03-23	Charter Chkpayment 01430	187.06
03-24	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	72.36
03-26	Transfer Mobile Pcb 03-26 480532089416	55.00
03-26	Transfer Mobile Pcb 03-26 686308937671	250.00
03-27	Purchase Visa #1131 03-27 ATM 291234 Seq # 20661	25.15
	Quiktrip 1012 Woodruff RD Greenville SC	
03-27	Purchase Visa #1131 03-27 ATM 991005 Seq # 80095	203.08
	Costco Whse #10 1021 Woodruff RD Greenville SC	
03-30	Purchase Visa #1131 03-28 ATM 291234 Seq # 27528	39.29
	Quiktrip 1012 Woodruff RD Greenville SC	
03-30	FDR Debit Card Visa #1131 Wm Ezpay 866-834-2080 Tx	84.76
03-31	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	19.99
03-31	Purchase Visa #1131 03-30 ATM 002 Seq # 70089	767.55
	Bmw Financialse Bmw Financialser Hilliard Oh	



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PATRICIA R SPRENGER
MANFRED SPRENGER
308 SHAGBARK CIR
SIMPSONVILLE SC 29680-6940



Statement Period: March 14, 2015 Thru April 14, 2015

Account Number: [REDACTED]

Other Debits From Your Account

Date	Description	Amount
03-31	Kohl's Dept Strs Chg Pymt *****6496	400.00
04-03	FDR Debit Card Visa #1131 Spk*spokeo 18006994264 800-6994264 Ca	18.95
04-06	Wfhm Mortgage Checkpymt 01439	2,246.26
04-07	FDR Debit Card Visa #1131 Amazon.com Amzn.Com/Bill Wa	20.94
04-07	FDR Debit Card Visa #1131 Gan*1120Grnvillenewcir 888-426-0491 In	31.00
04-07	Duke Energy SE Web_pay *****0515	288.04
04-07	Comenitycard Pay Check Pymt 1437	131.81
04-08	FDR Debit Card Visa #1131 Fountain Inn Natural G 864-8620042 SC	26.07
04-09	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	37.30
04-10	FDR Debit Card Visa #1131 Spk*spokeo 18006994264 800-6994264 Ca	3.82
04-10	Purchase Visa #1131 04-10 ATM 890769 Seq # 57783	113.72
04-14	Purchase Visa #1131 04-14 ATM 612813 Seq # 8283	29.81
	Aldi 76097 0626 1771 Woodruff RD Greenville SC	
	Spinx #134 1301 Fairview RD Simpsonville SC	
Total		6,070.54

	Total Statement Cycle	Total Year-To-Date
Total Overdraft Fees	0.00	0.00
Total Insufficient Funds Fees	0.00	0.00

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
03-16	21,237.45+	03-27	18,152.37+	04-08	10,947.89+
03-18	20,933.19+	03-30	18,028.32+	04-09	10,593.12+
03-19	20,903.75+	03-31	16,840.78+	04-10	10,475.58+
03-20	19,048.44+	04-02	16,340.78+	04-13	9,788.58+
03-23	18,757.96+	04-03	15,192.01+	04-14	9,758.92+
03-24	18,685.60+	04-06	12,945.75+		
03-26	18,380.60+	04-07	10,973.96+		



Overdraft Protection

Loan Account Number: 480534345809

Previous Balance	0.00	Closing Date of Billing Cycle	04/14/2015
Total Advances	0.00	Days In The Billing Cycle Period	32
Total Payments/Credits (-)	0.00	Credit Line	1,000.00
Total Fees	0.00	Available Credit	1,000.00
Total Interest	0.00	Minimum Payment Due	0.00
New Balance	0.00	Due Date	05/09/2015

Transactions Since Last Statement

Date	Description	Amount
No Transaction Activity		

Interest Calculation

Plan Type	Annual Percentage Rate (APR)	Daily Periodic Rate	Average Daily Balance (Subject to Interest Rate)
Fixed	21.000%	0.05753425%	0.00



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10928

PATRICIA R SPRENGER
MANFRED SPRENGER
308 SHAGBARK CIR
SIMPSONVILLE SC 29680-6940

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422



Your Account(s) At A Glance

Checking
Balance **1,477.89+**

Statement Period: April 15, 2015 Thru May 14, 2015

Account Number : [REDACTED]



Relationship Checking

Account Number : 480534345809

Enclosures In Statement: 0

Beginning Balance	9,758.92+
1 Deposits	1,600.00+
7 Other Credits	7,361.09+
Interest Earned This Period	0.04+
6 Checks	10,538.69-
36 Other Debits	6,703.47-
Monthly Service Charge	0.00
Ending Balance	1,477.89+

Statement Period Days	30
Average Collected Balance	5,547.00+
Annual Percentage Yield Earned*	0.01%
Total Interest Earned YTD	0.71+

*For this statement period

Deposits To Your Account

Date	Description	Amount
05-11	Customer Deposit	1,600.00
	Total	1,600.00



Direct Customer Inquiry Calls To
FIRST CITIZENS
Hotline At 1-888-612-4444.

Page 1 of 5

Name: PATRICIA R SPRENGER

DETACH AND RETURN THIS STUB WITH YOUR PAYMENT.

CHECKLINE RESERVE PERSONAL

\$

Account No.	480534345809
Payment Amount Due	0.00
Past Due Amount	0.00
Minimum Payment Due	0.00
Due Date	06-09-2015

DDA-LOC 500808003 DDA-LOC

Amount Enclosed

FIRST CITIZENS
PO BOX 63400
CHARLOTTE NC 28263-3400

500808003 480534345809

655

Statement Period: April 15, 2015 Thru May 14, 2015

Account Number : XXXXXXXXXX**Other Credits And Interest To Your Account**

Date	Description	Amount
04-20	Transfer Mobile Pcb 04-20 480540362509	687.00
04-30	Transfer Mobile Pcb 04-30 480540362509	4,000.00
05-04	Mobile Check Deposit	85.00
05-06	Mobile Check Deposit	1,312.64
05-08	Transfer Mobile Pcb 05-08 480540362509	1,200.00
05-12	FDR Debit Card Visa #1131 Floraqueen Sant Just Des Es	75.69
05-12	FDR Debit Card Visa Debit Foreign Transaction Fee Floraqueen Es	0.76
Total		7,361.09
05-14	Interest	0.04

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
1443	04-28	372.50	1446	04-28	8,779.00	1449*	05-05	139.74
1445*	04-15	67.45	1447	04-24	85.00	1450	05-05	1,095.00

*Prior Check Number(s) Not Included or Out of Sequence.

Other Debits From Your Account

Date	Description	Amount
04-15	Transfer Mobile Pcb 04-15 686308937671	150.00
04-17	Purchase Visa #1131 04-17 ATM 991005 Seq # 28929 Costco Whse #10 1021 Woodruff RD Greenville SC	119.35
04-20	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	51.67
04-20	Charter Chkpayment 01444	187.06
04-21	Purchase Visa #1131 04-21 ATM 061452 Seq # 30301 Nst The Home De 669 Fairview Roa Simpsonville SC	22.76
04-21	Purchase Visa #1131 04-21 ATM 061434 Seq # 34701 The Home Depot 2490 North Pleas Greenville SC	52.94
04-22	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	11.98
04-22	Purchase Visa #1131 04-21 ATM P06130 Seq # 1785 Publix 655 Fairview RD Simpsonville SC	40.36
04-22	FDR Debit Card Visa #1131 Amazon.com Amzn.Com/Bill Wa	68.98
04-23	Purchase Visa #1131 04-23 ATM 612813 Seq # 68991 Spinx #134 1301 Fairview RD Simpsonville SC	30.72
04-27	FDR Debit Card Visa #1131 Barnes&noble.com 800-843-2665 Ny	9.09
04-27	Purchase Visa #1131 04-27 ATM 061452 Seq # 17101 The Home Depot 669 Fairview Roa Simpsonville SC	60.33
04-30	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	76.98
05-01	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	42.09



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PATRICIA R SPRENGER
MANFRED SPRENGER
308 SHAGBARK CIR
SIMPSONVILLE SC 29680-6940

Account Number : [REDACTED]

Statement Period: April 15, 2015 Thru May 14, 2015

Other Debits From Your Account

Date	Description	Amount
		767.55
05-01	Purchase Visa #1131 05-01 ATM 002 Seq # 32927	
	Bmw Financialse Bmw Financialser Hilliard Oh	18.95
05-04	FDR Debit Card Visa #1131 Spk*spokeo 18006994264 800-6994264 Ca	76.77
05-04	FDR Debit Card Visa #1131 Floraqueen Sant Just Des Es	76.77
05-04	FDR Debit Card Visa #1131 Floraqueen Sant Just Des Es	0.77
05-04	FDR Debit Card Visa Debit Foreign Transaction Fee Floraqueen Es	0.77
05-04	FDR Debit Card Visa Debit Foreign Transaction Fee Floraqueen Es	200.00
05-04	Transfer Mobile Pcb 05-04 686308937671	49.08
05-05	Purchase Visa #1131 05-05 ATM 001 Seq # 84998	
	Lowe's #528 3958 Grandview D Simpsonville SC	100.00
05-05	Kohl's Dept Strs Chg Pymt *****2862	180.28
05-05	Comenitycard Pay Check Pymt 1448	31.00
05-06	FDR Debit Card Visa #1131 Gan*1120Grnville newcir 888-426-0491 In	76.79
05-06	FDR Debit Card Visa #1131 Amazon.com Amzn.Com/Bill Wa	145.97
05-06	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	222.44
05-07	Duke Energy SE Web_pay *****0615	30.52
05-08	FDR Debit Card Visa #1131 Fountain Inn Natural G 864-8620042 SC	600.00
05-08	Transfer Mobile Pcb 05-08 480540362509	60.21
05-11	Purchase Visa #1131 05-11 ATM Eh6Pa1 Seq # 38061	
	Bi-Lo Grocery # Simpsonville SC	150.00
05-12	Transfer Mobile Pcb 05-12 686308937671	2,246.26
05-12	Wfhm Mortgage Checkpayment 01481	73.99
05-12	Charter Chkpayment 01482	605.30
05-12	Nationwide Mutua Checkpayment 01483	65.74
05-14	Purchase Visa #1131 05-14 ATM 037786 Seq # 57183	
	Staples, Inc Greenville SC	
Total		6,703.47

	Total Statement Cycle	Total Year-To-Date
Total Overdraft Fees	0.00	0.00
Total Insufficient Funds Fees	0.00	0.00

Daily Balance Summary

Date	Balance	Date	Balance
04-15	9,541.47+	04-27	9,488.23+
04-17	9,422.12+	04-28	336.73+
04-20	9,870.39+	04-30	4,259.75+
04-21	9,794.69+	05-01	3,450.11+
04-22	9,673.37+	05-04	3,161.08+
04-23	9,642.65+	05-05	1,596.98+
04-24	9,557.65+	05-06	2,655.86+



Overdraft Protection

Loan Account Number : 480534345809

Previous Balance	0.00	Closing Date of Billing Cycle	05/14/2015
Total Advances	0.00	Days In The Billing Cycle Period	30
Total Payments/Credits (-)	0.00	Credit Line	1,000.00
Total Fees	0.00	Available Credit	1,000.00
Total Interest	0.00	Minimum Payment Due	0.00
New Balance	0.00	Due Date	06/09/2015

Statement Period: April 15, 2015 Thru May 14, 2015

Account Number : [REDACTED]

Transactions *Since Last Statement*

<u>Date</u>	<u>Description</u>	<u>Amount</u>
	No Transaction Activity	

Interest Calculation

Plan Type	Annual Percentage Rate (APR)	Daily Periodic Rate	Average Daily Balance (Subject to Interest Rate)
Fixed	21.000%	0.05753425%	0.00

Totals Year-To-Date

Total Fees Charged in 2015	0.00
Total Interest Charged in 2015	0.00



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PO Box 29
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PATRICIA R SPRENGER
MANFRED SPRENGER
308 SHAGBARK CIR
SIMPSONVILLE SC 29680-6940

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422

Your Account(s) At A Glance
Checking
Balance **947.26+**



Statement Period: July 15, 2015 Thru August 14, 2015

Account Number : [REDACTED]



Relationship Checking

Account Number : 480534345809

Enclosures In Statement: 0

Beginning Balance	561.88+
1 Deposits	6,500.00+
1 Other Credits	1,335.69+
Interest Earned This Period	0.03+
4 Checks	2,327.02-
25 Other Debits	5,123.32-
Monthly Service Charge	0.00
Ending Balance	947.26+

Statement Period Days	31
Average Collected Balance	2,616.00+
Annual Percentage Yield Earned*	0.01%
Total Interest Earned YTD	0.91+

*For this statement period

Deposits To Your Account

Date	Description
07-24	Customer Deposit
Total	

took from cash house

Amount
6,500.00
6,500.00



Direct Customer Inquiry Calls To
FIRST CITIZENS
Hotline At 1-888-612-4444.

Page 1 of 5

Name: PATRICIA R SPRENGER

DETACH AND RETURN THIS STUB WITH YOUR PAYMENT.

CHECKLINE RESERVE PERSONAL

\$

Account No.	480534345809
Payment Amount Due	0.00
Past Due Amount	0.00
Minimum Payment Due	0.00
Due Date	09-09-2015

DDA-LOC 500808003 DDA-LOC

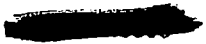
Amount Enclosed

FIRST CITIZENS
PO BOX 63400
CHARLOTTE NC 28263-3400

500808003 480534345809

659

Statement Period: July 15, 2015 Thru August 14, 2015

Account Number : **Other Credits And Interest To Your Account**

Date	Description	Amount
08-04	Mobile Check Deposit	1,335.69
	Total	1,335.69
08-14	Interest	0.03

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount
1503	07-30	215.36	1507*	07-31	266.78
1504	08-03	749.88	1508	08-04	1,095.00

*Prior Check Number(s) Not Included or Out of Sequence.

Other Debits From Your Account

Date	Description	Amount
07-22	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	8.78
07-22	FDR Debit Card Visa #1131 Amazon.com Amzn.Com/Bill Wa	35.96
07-27	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	6.99
07-27	Purchase Visa #1131 07-25 ATM P06130 Seq # 1287	85.44
	Publix 655 Fairview RD Simpsonville SC	
07-27	Purchase Visa #1131 07-27 ATM P06130 Seq # 1243	136.83
	Publix 655 Fairview RD Simpsonville SC	
07-27	Transfer Mobile Pcb 07-24 686308937671	
07-28	Kohl's Dept Strs Chg Pymt *****2992	300.00
07-28	Duke Energy SE Web_pay *****2715	100.00
08-03	FDR Debit Card Visa #1131 Spk*spokeo Search 800-6994264 Ca	378.44
08-03	Purchase Visa #1131 08-02 ATM 002 Seq # 83566	18.95
	Bmw Financialse Bmw Financialser Hilliard Oh	767.55
08-03	Wfhm Mortgage Checkpaymt 01505	2,246.26
08-03	Wfhm Mortgage Checkpaymt 01506	52.67
08-04	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	12.46
08-04	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	42.97
08-05	Purchase Visa #1131 08-05 ATM 302192 Seq # 15763	96.67
	Cvs 02192 02192-698 Fair Simpsonville SC	
08-05	Purchase Visa #1131 08-05 ATM 318700 Seq # 8649	148.38
	Simpsonville T1 694 Fairview RD Simpsonville SC	
08-06	FDR Debit Card Visa #1131 Fountain Inn Natural G 864-8620042 SC	10.93
08-06	FDR Debit Card Visa #1131 Gan*1120Grnvillnewcir 888-426-0491 In	31.00
08-06	Purchase Visa #1131 08-06 ATM 061452 Seq # 28601	66.23
	The Home Depot 669 Fairview Roa Simpsonville SC	
08-06	Purchase Visa #1131 08-06 ATM P06130 Seq # 1503	136.72
	Publix 655 Fairview RD Simpsonville SC	



1230 Main Street
PO Box 29
Columbia, SC 29202-0029

10942

PATRICIA R SPRENGER
MANFRED SPRENGER
308 SHAGBARK CIR
SIMPSONVILLE SC 29680-6940



Statement Period: July 15, 2015 Thru August 14, 2015

Account Number : [REDACTED]

Other Debits From Your Account

Date	Description	Amount
08-07	Purchase Visa #1131 08-07 ATM 890769 Seq # 89246 Aldi 76097 0626 1771 Woodruff RD Greenville SC	80.08
08-10	Transfer Mobile Pcb 08-09 686308937671	
08-11	Charter Chkpayment 01509	200.00
08-12	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	74.53
08-13	Purchase Visa #1131 08-13 ATM Eh6Pa1 Seq # 25181 Chicos 01165 111 Commerce Ga	19.99
		65.49
Total		5,123.32

	Total Statement Cycle	Total Year-To-Date
Total Overdraft Fees	0.00	0.00
Total Insufficient Funds Fees	0.00	0.00

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
07-22	517.14+	08-03	1,691.99+	08-11	1,032.71+
07-24	7,017.14+	08-04	1,877.25+	08-12	1,012.72+
07-27	6,487.88+	08-05	1,632.20+	08-13	947.23+
07-28	6,009.44+	08-06	1,387.32+	08-14	947.26+
07-30	5,794.08+	08-07	1,307.24+		
07-31	5,527.30+	08-10	1,107.24+		



Overdraft Protection

Loan Account Number : 480534345809

Previous Balance	0.00	Closing Date of Billing Cycle	08/14/2015
Total Advances	0.00	Days In The Billing Cycle Period	31
Total Payments/Credits (-)	0.00	Credit Line	1,000.00
Total Fees	0.00	Available Credit	1,000.00
Total Interest	0.00	Minimum Payment Due	0.00
New Balance	0.00	Due Date	09/09/2015

Transactions Since Last Statement

Date	Description	Amount
No Transaction Activity		

Interest Calculation

Plan Type	Annual Percentage Rate (APR)	Days Rate In Effect	Daily Periodic Rate	Average Daily Balance (Subject to Interest Rate)
Fixed	21.000%	31	0.05753425%	0.00

Totals Year-To-Date

Total Fees Charged in 2015	0.00
Total Interest Charged in 2015	0.00



Central Bank Operations - DAC02
P.O. Box 27131
Raleigh, NC 27611-7131



47092

PATRICIA R SPRENGER
MANFRED SPRENGER
308 SHAGBARK CIR
SIMPSONVILLE SC 29680-6940

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386

Your Account(s) At A Glance

**Checking
Balance** **448.13+**

Statement Period: September 5, 2015 Thru September 15, 2015

Account Number: [REDACTED]



Premier Checking

Account Number: 480534345809

Enclosures In Statement: 0

Beginning Balance	3,229.37+
0 Deposits	0.00
1 Other Credits	300.00+
Interest Earned This Period	0.01+
0 Checks	0.00
11 Other Debits	3,081.25-
Monthly Service Charge	0.00

Statement Period Days	11
Average Collected Balance	1,548.00+
Annual Percentage Yield Earned*	0.02%
Total Interest Earned YTD	0.94+

*For this statement period

Ending Balance **448.13+**

AS OF ENDING STATEMENT DATE YOUR INTEREST RATE WAS 0.01% AND YOUR ANNUAL PERCENTAGE YIELD WAS 0.01%.



Direct Customer Inquiry Calls To
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Page 1 of 5

Name: PATRICIA R SPRENGER

DETACH AND RETURN THIS STUB WITH YOUR PAYMENT.

CHECKLINE RESERVE PERSONAL

\$

Account No.	480534345809
Payment Amount Due	0.00
Past Due Amount	0.00
Minimum Payment Due	0.00
Due Date	10-09-2015

DDA-LOC 500801000 DDA-LOC

Amount Enclosed

FIRST CITIZENS
PO BOX 63400
CHARLOTTE NC 28263-3400

500801000 480534345809

662

Statement Period: September 5, 2015 Thru September 15, 2015

Account Number : **Other Credits And Interest To Your Account**

Date	Description	Amount
09-14	Transfer Mobile Pcb 09-13 480540362509	300.00
	Total	300.00
09-15	Interest	0.01

Other Debits From Your Account

Date	Description	Amount
09-08	Purchase Visa #1131 09-06 ATM 991005 Seq # 32908	268.87
	Costco Whse #10 1021 Woodruff RD Greenville SC	
09-09	POS Signature- Visa #1131 Gan*1120Grnvillenewcir 888-426-0491 In	28.02
09-09	Wfhm Mortgage Checkpaymt 01573	2,248.59
09-10	POS Signature- Visa #1131 Fountain Inn Natural G 864-8620042 SC	11.87
09-10	POS Signature- Visa #1131 Spk*spokeo Search 800-6994264 Ca	20.70
09-14	Purchase Visa #1131 09-14 ATM 612813 Seq # 44768	20.18
	Spinx #134 1301 Fairview RD Simpsonville SC	
09-14	Purchase Visa #1131 09-12 ATM 890769 Seq # 52573	122.39
	Aldi 76097 0626 1771 Woodruff RD Greenville SC	
09-14	Nationwide Mutua Checkpaymt 01574	158.60
09-15	POS Signature- Visa #1131 Amazon.com Amzn.Com/Bill Wa	7.52
09-15	POS Signature- Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	119.98
09-15	Charter Chkpayment 01575	74.53
	Total	3,081.25

	Total Statement Cycle	Total Year-To-Date
Total Overdraft Fees	0.00	0.00
Total Insufficient Funds Fees	0.00	0.00

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
09-08	2,960.50+	09-10	651.32+	09-15	448.13+
09-09	683.89+	09-14	650.15+		



First Citizens Bank

Central Bank Operations - DAC02
P.O. Box 27131
Raleigh, NC 27611-7131

47092

PATRICIA R SPRENGER
MANFRED SPRENGER
308 SHAGBARK CIR
SIMPSONVILLE SC 29680-6940



Statement Period: September 5 , 2015 Thru September 15, 2015

Account Number : XXXXXXXXXX



Checkline Reserve Personal

Loan Account Number : 480534345809

Previous Balance	0.00	Closing Date of Billing Cycle	09/15/2015
Total Advances	0.00	Days In The Billing Cycle Period	32
Total Payments/Credits (-)	0.00	Credit Line	1,000.00
Total Fees	0.00	Available Credit	1,000.00
Total Interest	0.00	Minimum Payment Due	0.00
New Balance	0.00	Due Date	10/09/2015

Transactions *Since Last Statement*

<u>Date</u>	<u>Description</u>	<u>Amount</u>
	No Transaction Activity	

Interest Calculation

Plan Type	Annual Percentage Rate (APR)	Days Rate In Effect	Daily Periodic Rate	Average Daily Balance (Subject to Interest Rate)
Fixed	21.000%	32	0.05753425%	0.00

Totals Year-To-Date

Total Fees Charged in 2015	0.00
Total Interest Charged in 2015	0.00



Bus Platinum Privileges

Customer service information

☎ 1.888.BUSINESS (1.888.287.4637)

✉ bankofamerica.com

✉ Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

MS PRODUCTION SOLUTION, LLC
DBA SZABO STEEL FABRICATION
233 BEVERLY RD
GREENVILLE, SC 29609-3133

Your Business Advantage Checking Bus Platinum Privileges

for January 1, 2015 to January 31, 2015

Account number: [REDACTED]

MS PRODUCTION SOLUTION, LLC DBA SZABO STEEL FABRICATION

Account summary

Beginning balance on January 1, 2015	\$75,880.21
Deposits and other credits	139,729.34
Withdrawals and other debits	-5,242.34
Checks	-92,311.32
Service fees	-0.00
Ending balance on January 31, 2015	\$118,055.89

of deposits/credits: 2

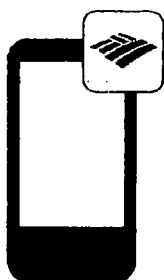
of withdrawals/debits: 57

of Items-previous cycle¹: 66

of days in cycle: 31

Average ledger balance: \$47,683.26

¹Includes checks paid, deposited items & other debits



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Bank of America**Your checking account**

MS PRODUCTION SOLUTION, LLC | Account [REDACTED] | January 1, 2015 to January 31, 2015

Deposits and other credits

Date	Description	Amount
01/26/15	Deposit	23,857.81
01/30/15	Deposit	115,871.53
Total deposits and other credits		\$139,729.34

Withdrawals and other debits

Date	Description	Amount
01/05/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MANFRED SPRENGER CO ID:9005900018 PPD	-1,162.22
01/05/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MS PRODUCTION SOLUTION CO ID:9005900018 PPD	-362.70
01/05/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MS PRODUCTION SOLUTION CO ID:9005900018 PPD	-287.56
01/05/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MANFRED SPRENGER CO ID:9005900018 PPD	-173.64
01/05/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MANFRED SPRENGER* CO ID:9005900018 PPD	-149.60
01/07/15	IRS DES:USATAXPYMT ID:270540755183838 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-587.04
01/07/15	SC DEPT REVENUE DES:DEBIT ID:6776723-1 INDN:X CO ID:5576000286 CCD	-124.75
01/14/15	IRS DES:USATAXPYMT ID:270541465368824 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-669.80
01/14/15	SC DEPT REVENUE DES:DEBIT ID:6795017-1 INDN:X CO ID:5576000286 CCD	-141.11
01/21/15	IRS DES:USATAXPYMT ID:270542185357494 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-639.42
01/21/15	SC DEPT REVENUE DES:DEBIT ID:6833439-1 INDN:X CO ID:5576000286 CCD	-134.81
01/28/15	IRS DES:USATAXPYMT ID:270542825005093 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-670.72
01/28/15	SC DEPT REVENUE DES:DEBIT ID:6864376-1 INDN:X CO ID:5576000286 CCD	-141.07
Total withdrawals and other debits		-\$5,242.34

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Checks

Date	Check #	Amount
01/09/15	54340	-15,059.76
01/15/15	54342*	-128.00
01/09/15	54343	-40.00
01/12/15	54344	-1,670.97
01/16/15	54345	-1,245.31
01/12/15	54346	-5,500.00
01/15/15	54347	-18,842.07
01/13/15	54348	-1,041.73
01/13/15	54349	-378.08
01/20/15	54350	-1,415.00
01/26/15	54351	-40.00
01/26/15	54352	-28.51
01/26/15	54353	-978.00
01/27/15	54354	-962.00
01/23/15	54355	-21.32
01/23/15	54356	-333.40
01/28/15	54357	-379.35
01/28/15	54358	-2,000.00
01/26/15	54360*	-2,000.00
01/23/15	54361	-424.92
01/23/15	54362	-101.40
01/30/15	54363	-27,184.75

Date	Check #	Amount
01/02/15	54621*	-299.00
01/05/15	54622	-596.12
01/02/15	54624*	-107.71
01/02/15	54625	-1,007.39
01/12/15	54626	-293.41
01/12/15	54627	-596.12
01/13/15	54628	-529.01
01/09/15	54630*	-1,007.37
01/20/15	54631	-299.00
01/20/15	54632	-596.12
01/21/15	54633	-529.01
01/20/15	54634	-301.36
01/16/15	54635	-1,007.39
01/28/15	54636	-340.31
01/27/15	54637	-982.63
01/26/15	54638	-396.45
01/26/15	54639	-596.12
01/26/15	54640	-529.01
01/23/15	54641	-273.47
01/23/15	54642	-1,007.37
01/30/15	54646*	-234.99
01/30/15	54647	-1,007.39

Total checks -92,311.32

Total # of checks 44

* There is a gap in sequential check numbers

Service fees

Based upon the activity below, the monthly fee on your Business Advantage checking account was waived for the statement period ending 12/31/14:

You are an active user of one of the following services

- ☐ Bank of America Merchant Services
- ☐ Payroll Service by Intuit®
- ☐ Small Business Remote Deposit Online Service

OR

At least one of the following occurred during the previous month

- ☐ \$2,500+ in net new purchases on a linked Business credit card
- ✓ \$15,000+ average monthly balance in primary checking account
- ✓ \$35,000+ combined average monthly balance in linked business accounts

A check mark indicates that you have qualified for a monthly fee waiver on the account based on your usage of these products or services. For information on how to open a new product or to link an existing service to your account please call 1-888-BUSINESS or visit bankofamerica.com/smallbusiness.

Daily ledger balances

Date	Balance (\$)	Date	Balance(\$)	Date	Balance (\$)
01/01	75,880.21	01/13	44,908.13	01/23	16,797.85
01/02	74,466.11	01/14	44,097.22	01/26	36,087.57
01/05	71,736.37	01/15	25,127.15	01/27	34,142.94
01/07	71,024.58	01/16	22,874.45	01/28	30,611.49
01/09	54,917.45	01/20	20,262.97	01/30	118,055.89
01/12	46,856.95	01/21	18,959.73		

- ✓ To help you BALANCE YOUR CHECKING ACCOUNT, visit bankofamerica.com/statementbalance or the Statements and Documents tab in Online Banking for a printable version of the How to Balance Your Account Worksheet.



Bus Platinum Privileges

Customer service information

» 1.888.BUSINESS (1.888.287.4637)

» bankofamerica.com

» Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

MS PRODUCTION SOLUTION, LLC
DBA SZABO STEEL FABRICATION
233 BEVERLY RD
GREENVILLE, SC 29609-3133

Your Business Advantage Checking Bus Platinum Privileges

for March 1, 2015 to March 31, 2015

Account number [REDACTED]

MS PRODUCTION SOLUTION, LLC DBA SZABO STEEL FABRICATION

Account summary

Beginning balance on March 1, 2015	\$39,380.88
Deposits and other credits	130,896.07
Withdrawals and other debits	-12,358.70
Checks	-119,465.51
Service fees	-45.00
Ending balance on March 31, 2015	\$38,407.74

of deposits/credits: 6

of withdrawals/debits: 76

of Items-previous cycle¹: 54

of days in cycle: 31

Average ledger balance: \$40,502.87

¹Includes checks paid, deposited items & other debits

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Deposits and other credits

Date	Description	Amount
03/02/15	Deposit	12,857.40
03/04/15	Deposit	6,851.82
03/19/15	Deposit	16,273.15
03/20/15	Deposit	1,500.00
03/23/15	Deposit	91,913.70
03/31/15	Deposit	1,500.00
Total deposits and other credits		\$130,896.07

Withdrawals and other debits

Date	Description	Amount
03/03/15	WIRE TYPE:INTL OUT DATE:150303 TIME:1159 ET TRN:2015030300218717 SERVICE REF:225506 BNF:MAKTEK STEEL SOLUTIONN PVT ID:602705500597 BNF BK:ICICI BANK LTD ID:INICIC0006027 PMT DET:GJR KM55YE Services	-3,000.00
03/04/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MANFRED SPRENGER CO ID:9005900018 PPD	-162.22
03/04/15	IRS DES:USATAXPYMT ID:270546352128433 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-691.66
03/04/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MS PRODUCTION SOLUTION CO ID:9005900018 PPD	-362.70
03/04/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MS PRODUCTION SOLUTION CO ID:9005900018 PPD	-287.56
03/04/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MANFRED SPRENGER CO ID:9005900018 PPD	-171.54
03/04/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MANFRED SPRENGER* CO ID:9005900018 PPD	-163.19
03/04/15	SC DEPT REVENUE DES:DEBIT ID:6970315-1 INDN:X CO ID:5576000286 CCD	-141.55
03/11/15	IRS DES:USATAXPYMT ID:270547093284862 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-536.14
03/11/15	SC DEPT REVENUE DES:DEBIT ID:6989444-1 INDN:X CO ID:5576000286 CCD	-117.50
03/18/15	IRS DES:USATAXPYMT ID:270547731892746 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-619.00

continued on the next page

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Withdrawals and other debits - continued

Date	Description	Amount
03/18/15	SC DEPT REVENUE DES:DEBIT ID:7015366-1 INDN:X CO ID:5576000286 CCD	-135.20
03/25/15	IRS DES:USATAXPYMT ID:270548490443809 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-619.04
03/25/15	SC DEPT REVENUE DES:DEBIT ID:7047101-1 INDN:X CO ID:5576000286 CCD	-135.20
03/30/15	PROG DIRECT INS DES:INS PREM ID:POL 43191563 INDN:MS Production Solution CO ID:9409348104 TEL	-1,032.68
Card account # XXXX XXXX XXXX 8614		
03/11/15	CHECKCARD 0310 SMF INC 864-2260470 SC 24183105069900011800039 CKCD 5051 XXXXXXXXXXXX8614 XXXX XXXX XXXX 8614	-400.00
03/25/15	CHECKCARD 0323 SAGINAW PIPE CO INC 000-0000000 AL 24254775083457321400014 CKCD 7399 XXXXXXXXXXXXXXX8614 XXXX XXXX XXXX 8614	-2,783.52
Subtotal for card account # XXXX XXXX XXXX 8614		-53,183.52
Total withdrawals and other debits		-\$12,358.70

Checks

Date	Check #	Amount
03/02/15	54391	-1,505.00
03/04/15	54395*	-300.00
03/04/15	54397*	-381.28
03/02/15	54398	-108.36
03/02/15	54399	-450.15
03/03/15	54401*	-5,500.00
03/06/15	54402	-1,025.67
03/05/15	54403	-40.00
03/06/15	54404	-2,436.41
03/04/15	54405	-2,449.85
03/05/15	54406	-236.00
03/05/15	54407	-10,935.87
03/02/15	54408	-1,950.00
03/05/15	54409	-170.00
03/16/15	54410	-8,360.00
03/12/15	54413*	-28.27
03/23/15	54415*	-900.00
03/26/15	54416	-128.28
03/31/15	54417	-201.55
03/24/15	54418	-17,587.76
03/25/15	54419	-3,000.00
03/25/15	54421*	-792.00
03/30/15	54423*	-5,500.00
03/27/15	54424	-327.95
03/30/15	54426*	-4,000.00
03/30/15	54427	-421.33
03/30/15	54428	-101.40

Date	Check #	Amount
03/30/15	54429	-1,242.94
03/31/15	54430	-1,292.88
03/31/15	54431	-436.79
03/31/15	54433*	-278.58
03/26/15	54435*	-970.00
03/27/15	54438*	-31.71
03/30/15	54440*	-23,086.65
03/30/15	54441	-8,145.21
03/30/15	54443*	-660.00
03/30/15	54444	-2,450.00
03/30/15	54445	-145.94
03/02/15	54662*	-411.17
03/02/15	54663	-596.12
03/02/15	54664	-529.01
03/02/15	54666*	-454.95
03/09/15	54667	-198.26
03/09/15	54668	-596.12
03/10/15	54669	-529.01
03/06/15	54670	-1,007.39
03/16/15	54671	-420.28
03/16/15	54672	-596.12
03/17/15	54673	-529.01
03/13/15	54674	-1,007.39
03/23/15	54675	-420.28
03/23/15	54676	-596.12
03/23/15	54677	-529.01
03/20/15	54678	-1,007.37

continued on the next page



Checks - continued

Date	Check #	Amount
03/30/15	54679	-327.55
03/30/15	54680	-596.12

Date	Check #	Amount
03/30/15	54681	-529.01
03/27/15	54682	-1,007.39
Total checks		-\$119,465.51
Total # of checks		58

* There is a gap in sequential check numbers

Service fees

Based upon the activity below, the monthly fee on your Business Advantage checking account was waived for the statement period ending 02/27/15:

You are an active user of one of the following services

OR

At least one of the following occurred during the previous month

☐ Bank of America Merchant Services

☐ \$2,500+ in net new purchases on a linked Business credit card

☐ Payroll Service by Intuit®

✓ \$15,000+ average monthly balance in primary checking account

☐ Small Business Remote Deposit Online Service

✓ \$35,000+ combined average monthly balance in linked business accounts

A check mark indicates that you have qualified for a monthly fee waiver on the account based on your usage of these products or services. For information on how to open a new product or to link an existing service to your account please call 1-888-BUSINESS or visit bankofamerica.com/smallbusiness.

Date	Transaction description	Amount
03/03/15	Wire Transfer Fee	-45.00
Total service fees		-\$45.00

Note your Ending Balance already reflects the subtraction of Service Fees.

Daily ledger balances

Date	Balance (\$)	Date	Balance (\$)	Date	Balance (\$)
03/01	39,380.88	03/11	20,200.42	03/23	114,739.22
03/02	46,233.52	03/12	20,172.15	03/24	97,151.46
03/03	37,688.52	03/13	19,164.76	03/25	89,821.70
03/04	38,428.79	03/16	9,788.36	03/26	88,723.42
03/05	27,046.92	03/17	9,259.35	03/27	87,356.37
03/06	22,577.45	03/18	8,505.15	03/30	39,117.54
03/09	21,783.07	03/19	24,778.30	03/31	38,407.74
03/10	21,254.06	03/20	25,270.93		



Bus Platinum Privileges

Customer service information

1.888.BUSINESS (1.888.287.4637)

bankofamerica.com

Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

MS PRODUCTION SOLUTION, LLC
DBA SZABO STEEL FABRICATION
233 BEVERLY RD
GREENVILLE, SC 29609-3133

Your Business Advantage Checking Bus Platinum Privileges

for April 1, 2015 to April 30, 2015

MS PRODUCTION SOLUTION, LLC DBA SZABO STEEL FABRICATION

Account number [REDACTED]

Account summary

Beginning balance on April 1, 2015	\$38,407.74
Deposits and other credits	30,840.00
Withdrawals and other debits	-6,119.12
Checks	-61,593.70
Service fees	-0.00
Ending balance on April 30, 2015	\$1,534.92

of deposits/credits: 3

of withdrawals/debits: 64

of items-previous cycle¹: 64

of days in cycle: 30

Average ledger balance: \$17,497.92

¹Includes checks paid, deposited items & other debits

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Deposits and other credits

Date	Description	Amount
04/16/15	Deposit	21,600.00
04/22/15	Deposit	3,300.00
04/23/15	Deposit	5,940.00
Total deposits and other credits		\$30,840.00

Withdrawals and other debits

Date	Description	Amount
04/01/15	IRS DES:USATAXPYMT ID:270549195063311 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-580.12
04/01/15	AUTO-OWNERS DES:INS. PREM ID:OTXXXXXXXXX INDN:223012111036 CO ID:1380315280 TEL	-156.34
04/01/15	SC DEPT REVENUE DES:DEBIT ID:7063819-1 INDN:X CO ID:5576000286 CCD	-126.87
04/06/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MANFRED SPRENGER CO ID:9005900018 PPD	-1,162.22
04/06/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MS PRODUCTION SOLUTION CO ID:9005900018 PPD	-362.70
04/06/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MS PRODUCTION SOLUTION CO ID:9005900018 PPD	-287.56
04/06/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MANFRED SPRENGER CO ID:9005900018 PPD	-171.54
04/06/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MANFRED SPRENGER* CO ID:9005900018 PPD	-163.19
04/08/15	IRS DES:USATAXPYMT ID:270549805113025 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-619.04
04/08/15	SC DEPT REVENUE DES:DEBIT ID:7092681-1 INDN:X CO ID:5576000286 CCD	-135.20
04/15/15	IRS DES:USATAXPYMT ID:270550562052496 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-604.02
04/15/15	SC DEPT REVENUE DES:DEBIT ID:7107397-1 INDN:X CO ID:5576000286 CCD	-131.78

continued on the next page

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Celebrate National Small Business Week. During the entire month of May, we'll be honoring America's 23 million small businesses. Check out the following at bankofamerica.com/sbc:

- **Our Small Business Owner Report** — read about small business issues and perspectives
- **Bank of America Small Business Community** — share insights with other business owners

Withdrawals and other debits - continued

Date	Description	Amount
04/22/15	IRS DES:USATAXPYMT ID:270551225656644 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-582.02
04/22/15	SC DEPT REVENUE DES:DEBIT ID:7154218-1 INDN:X CO ID:5576000286 CCD	-127.24
04/29/15	IRS DES:USATAXPYMT ID:270551983353167 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-735.96
04/29/15	SC DEPT REVENUE DES:DEBIT ID:7189272-1 INDN:X CO ID:5576000286 CCD	-173.32
Total withdrawals and other debits		-\$6,119.12

Checks

Date	Check #	Amount
04/20/15	54400	-1,000.00
04/02/15	54420*	-206.92
04/01/15	54425*	-380.79
04/03/15	54432*	-124.00
04/02/15	54434*	-1,245.31
04/02/15	54436*	-210.40
04/01/15	54437	-977.00
04/01/15	54439*	-1,417.60
04/01/15	54442*	-46.11
04/20/15	54446*	-1,000.00
04/13/15	54449*	-20,900.00
04/07/15	54450	-500.00
04/09/15	54452*	-360.00
04/21/15	54454*	-500.00
04/20/15	54455	-13,302.58
04/29/15	54456	-15.37
04/30/15	54458*	-1,000.00
04/28/15	54459	-156.33
04/24/15	54461*	-1,000.00
04/21/15	54462	-390.79
04/27/15	54463	-341.78
04/20/15	54464	-71.87
04/24/15	54465	-100.00
04/24/15	54466	-40.00

Date	Check #	Amount
04/23/15	54467	-42.75
04/20/15	54468	-259.58
04/21/15	54469	-1,648.75
04/21/15	54470	-58.55
04/27/15	54471	-499.18
04/27/15	54472	-101.48
04/03/15	54683*	-420.28
04/03/15	54684	-596.12
04/06/15	54685	-529.01
04/03/15	54686	-1,007.37
04/13/15	54687	-382.69
04/13/15	54688	-596.12
04/21/15	54689	-529.01
04/10/15	54690	-1,007.39
04/20/15	54691	-331.58
04/20/15	54692	-596.12
04/21/15	54693	-529.01
04/17/15	54694	-1,007.39
04/28/15	54695	-3,091.77
04/27/15	54696	-411.19
04/27/15	54697	-596.12
04/28/15	54698	-529.01
04/24/15	54699	-1,007.37
04/27/15	54700	-529.01
Total checks		-\$61,593.70
Total # of checks		48

* There is a gap in sequential check numbers



Service fees

Based upon the activity below, the monthly fee on your Business Advantage checking account was waived for the statement period ending 03/31/15:

You are an active user of one of the following services

OR

At least one of the following occurred during the previous month

☐ Bank of America Merchant Services

☐ \$2,500+ in net new purchases on a linked Business credit card

☐ Payroll Service by Intuit®

✓ \$15,000+ average monthly balance in primary checking account

☐ Small Business Remote Deposit Online Service

✓ \$35,000+ combined average monthly balance in linked business accounts

A check mark indicates that you have qualified for a monthly fee waiver on the account based on your usage of these products or services. For information on how to open a new product or to link an existing service to your account please call 1-888-BUSINESS or visit bankofamerica.com/smallbusiness.

Daily ledger balances

Date	Balance (\$)	Date	Balance (\$)	Date	Balance (\$)
04/01	34,722.91	04/10	25,614.66	04/22	5,965.56
04/02	33,060.28	04/13	3,735.85	04/23	11,862.81
04/03	30,912.51	04/15	3,000.05	04/24	9,715.44
04/06	28,236.29	04/16	24,600.05	04/27	7,236.68
04/07	27,736.29	04/17	23,592.66	04/28	3,459.57
04/08	26,982.05	04/20	7,030.93	04/29	2,534.92
04/09	26,622.05	04/21	3,374.82	04/30	1,534.92

✓ To help you BALANCE YOUR CHECKING ACCOUNT, visit bankofamerica.com/statementbalance or the Statements and Documents tab in Online Banking for a printable version of the How to Balance Your Account Worksheet.

Deposits and other credits

Date	Description	Amount
05/04/15	Deposit	11,837.90
05/05/15	Deposit	21,772.80
05/21/15	Counter Credit	94,100.43
05/27/15	Deposit	51,702.50
05/29/15	Deposit	7,627.02
Total deposits and other credits		\$187,040.65

Withdrawals and other debits

Date	Description	Amount
05/04/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MANFRED SPRENGER CO ID:9005900018 PPD	-1,162.22
05/04/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MS PRODUCTION SOLUTION CO ID:9005900018 PPD	-362.70
05/04/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MS PRODUCTION SOLUTION CO ID:9005900018 PPD	-287.56
05/04/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MANFRED SPRENGER CO ID:9005900018 PPD	-171.54
05/04/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MANFRED SPRENGER* CO ID:9005900018 PPD	-163.19
05/06/15	IRS DES:USATAXPYMT ID:270552664321329 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-671.64
05/06/15	SC DEPT REVENUE DES:DEBIT ID:7222623-1 INDN:X CO ID:5576000286 CCD	-159.05
05/13/15	IRS DES:USATAXPYMT ID:270553315148523 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-483.54
05/13/15	SC DEPT REVENUE DES:DEBIT ID:7241328-1 INDN:X CO ID:5576000286 CCD	-117.32
05/20/15	IRS DES:USATAXPYMT ID:270554054869093 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-496.50
05/20/15	SC DEPT REVENUE DES:DEBIT ID:7269265-1 INDN:X CO ID:5576000286 CCD	-120.33
05/27/15	IRS DES:USATAXPYMT ID:270554781587688 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-463.58
05/27/15	SC DEPT REVENUE DES:DEBIT ID:7296432-1 INDN:X CO ID:5576000286 CCD	-113.23

continued on the next page

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Withdrawals and other debits - continued

Date	Description	Amount
	Card account # XXXX XXXX XXXX 8614	
05/29/15	CHECKCARD 0527 SAGINAW PIPE CO INC 000-0000000 AL 24254775148457321400025 CKCD 7399 XXXXXXXXXXXXX8614 XXXX XXXX XXXX 8614	-3,542.00
	Subtotal for card account # XXXX XXXX XXXX 8614	-\$3,542.00
	Total withdrawals and other debits	-\$8,314.40

Checks

Date	Check #	Amount
05/01/15	54457	-377.45
05/04/15	54473*	-336.58
05/14/15	54474	-144.39
05/13/15	54475	-40.80
05/08/15	54476	-1,195.05
05/11/15	54477	-956.00
05/11/15	54478	-51.50
05/07/15	54479	-4,293.57
05/13/15	54480	-251.98
05/11/15	54481	-5,500.00
05/06/15	54482	-80.00
05/15/15	54483	-1,432.00
05/28/15	54484	-739.00
05/26/15	54485	-437.95
05/26/15	54486	-1,000.00
05/26/15	54487	-123.45
05/29/15	54501*	-3,503.95
05/29/15	54514*	-295.76
05/29/15	54515	-33,214.68

Date	Check #	Amount
05/29/15	54521*	-1,700.60
05/04/15	54701*	-241.35
05/04/15	54702	-596.12
05/04/15	54703	-529.01
05/01/15	54704	-1,007.39
05/04/15	54705	-529.01
05/11/15	54706	-387.27
05/11/15	54707	-596.12
05/12/15	54708	-529.01
05/11/15	54709	-529.01
05/18/15	54710	-380.28
05/18/15	54711	-596.12
05/19/15	54712	-529.01
05/18/15	54713	-529.01
05/27/15	54714*	-301.34
05/26/15	54715*	-596.12
05/27/15	54716	-529.01
05/27/15	54717	-529.01

Total checks	-\$64,608.90
Total # of checks	37

* There is a gap in sequential check numbers



Service fees

Based upon the activity below, the monthly fee on your Business Advantage checking account was waived for the statement period ending 04/30/15:

You are an active user of one of the following services

OR

At least one of the following occurred during the previous month

☐ Bank of America Merchant Services

☐ \$2,500+ in net new purchases on a linked Business credit card

☐ Payroll Service by Intuit®

✓ ☒ \$15,000+ average monthly balance in primary checking account

☐ Small Business Remote Deposit Online Service

☐ \$35,000+ combined average monthly balance in linked business accounts

A check mark indicates that you have qualified for a monthly fee waiver on the account based on your usage of these products or services. For information on how to open a new product or to link an existing service to your account please call 1-888-BUSINESS or visit bankofamerica.com/smallbusiness.

Daily ledger balances

Date	Balance (\$)
05/01	150.08
05/04	7,608.70
05/05	29,381.50
05/06	28,470.81
05/07	24,177.24
05/08	22,982.19
05/11	14,962.29

Date	Balance(\$)
05/12	14,433.28
05/13	13,539.64
05/14	13,395.25
05/15	11,963.25
05/18	10,457.84
05/19	9,928.83

Date	Balance (\$)
05/20	9,312.00
05/21	103,412.43
05/26	101,254.91
05/27	151,021.24
05/28	150,282.24
05/29	115,652.27

✓ To help you BALANCE YOUR CHECKING ACCOUNT, visit bankofamerica.com/statementbalance or the Statements and Documents tab in Online Banking for a printable version of the How to Balance Your Account Worksheet.

EXHIBIT 9

Loan to SBA

Pg. 3 -Pledged revenues and profits

Pg. 4 -Pledged purchase orders

-Pledged money to be received from any contracts of sale

Pg. 7 -Pledged deposits if a default

Pg. 32 -SBA pledge

**MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF LEASES AND RENTS
AND FIXTURE FILING**

THIS MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, AND FIXTURE FILING (the "Mortgage") is made as of the 17th day of August, 2007, by **MS PRODUCTION SOLUTIONS LLC**, a South Carolina Limited Liability Company -and- **MANFRED SPRENGER** and spouse, **PATRICIA SPRENGER** ("Mortgagor") whose address is 233 Beverly Road, Greenville, South Carolina 29609, to and for the benefit of **SMALL BUSINESS LOAN SOURCE LLC**, a Nevada Limited Liability Company, its successors and assigns ("Mortgagee") whose address is 9801 Westheimer, Suite 1100, Houston, Texas 77042:

RECITALS:

(A) Mortgagee has agreed to loan to **MS PRODUCTION SOLUTIONS LLC**, a South Carolina Limited Liability Company dba Szabo Steel Fabricators, the principal amount of One Million Four Hundred Fifty-Seven Thousand and No/100 Dollars (\$1,457,000.00) (the "Loan"). The Loan shall be evidenced by a certain Promissory Note of even date herewith (as amended, restated or replaced from time to time, the "Note") made by **MS PRODUCTION SOLUTIONS LLC**, a South Carolina Limited Liability Company dba Szabo Steel Fabricators, ("Maker" or "Borrower" or "Mortgagor") payable to Mortgagee in the principal amount of the Loan and due on the date which is thirteen (13) years from date of Note (the "Maturity Date"), except as may be accelerated pursuant to the terms hereof or of the Note or any other Loan Document (as defined in the Note). The loan is made under SBA Loan No. PLP 263-273-5006. Mortgagor(s), Manfred Sprenger and Patricia Sprenger have personally guaranteed the Note.

(B) A condition precedent to Mortgagee's extension of the Loan to Mortgagor is the execution and delivery by Mortgagor of this Mortgage.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor agrees as follows:

Mortgagor hereby mortgages, grants, assigns, remises, releases, warrants and conveys to Mortgagee, its successors and assigns, and grants a security interest in, the following described property, rights and interests (referred to collectively herein as the "Premises"), all of which property, rights and interests are hereby pledged primarily and on a parity with the Real Estate (as defined below) and not secondarily:

THE REAL ESTATE is located in the State of South Carolina and legally described on Exhibit "A" attached hereto and made a part hereof (the "Real Estate");

TOGETHER WITH all improvements of every nature whatsoever now or hereafter situated on the Real Estate, and all fixtures and personal property of every nature whatsoever now or hereafter owned by Mortgagor and on, or used in connection with the Real Estate or the improvements thereon, or in connection with any construction thereon, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing and all of the right, title and interest of Mortgagor in and to any such personal property or fixtures together with the benefit of any deposits or payments now or hereafter made on such personal property or fixtures by Mortgagor or on its behalf (the "Improvements");

TOGETHER WITH all easements, rights of way, gores of real estate, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way now or hereafter belonging, relating or appertaining to the Real Estate, and the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law as well as in equity, of Mortgagor of, in and to the same;

TOGETHER WITH all rents, revenues, issues, profits, proceeds, income, royalties, "accounts," including "health-care-insurance receivables," escrows, letter-of-credit rights (each as defined in the Code hereinafter defined), security deposits, impounds, reserves, tax refunds and other rights to monies from the Premises and/or the businesses and operations conducted by Mortgagor thereon, to be applied against the Indebtedness (hereinafter defined); provided, however, that Mortgagor, so long as no Event of Default (as hereinafter defined) has occurred hereunder, may collect rent as it becomes due, but not more than one (1) month in advance thereof;

TOGETHER WITH all interest of Mortgagor in all leases now or hereafter on the Premises, whether written or oral (the "Leases"), together with all security therefor and all monies payable thereunder, subject, however, to the conditional permission hereinabove given to Mortgagor to collect the rentals under any such Lease;

TOGETHER WITH all fixtures and articles of personal property now or hereafter owned by Mortgagor and forming a part of or used in connection with the Real Estate or the Improvements, including, but without limitation, any and all air conditioners, antennae, appliances, apparatus, awnings, basins, bathtubs, bidets, boilers, bookcases, cabinets, carpets, coolers, curtains, dehumidifiers, disposals, doors, drapes, dryers, ducts, dynamos, elevators, engines, equipment, escalators, exercise equipment, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, lighting, machinery, motors, ovens, pipes, plumbing, pumps, radiators, ranges, recreational facilities, refrigerators, screens, security systems, shades, shelving, sinks, sprinklers, stokers, stoves, toilets, ventilators, wall coverings, washers, windows, window coverings, wiring, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to the Real Estate or the Improvements in any manner; it being mutually agreed that all of the aforesaid

property owned by Mortgagor and placed on the Real Estate or the Improvements, so far as permitted by law, shall be deemed to be fixtures, a part of the realty, and security for the Indebtedness (as hereinafter defined); notwithstanding the agreement hereinabove expressed that certain articles of property form a part of the realty covered by this Mortgage and be appropriated to its use and deemed to be realty, to the extent that such agreement and declaration may not be effective and that any of said articles may constitute goods (as said term is used in the Uniform Commercial Code of the State of South Carolina in effect from time to time (the "Code")), this instrument shall constitute a security agreement, creating a security interest in such goods, as collateral, in Mortgagee, as a secured party, and Mortgagor, as Debtor, all in accordance with the Code; and

TOGETHER WITH all of Mortgagor's interests in "general intangibles," including "payment intangibles" and "software" (each as defined in the Code) now owned or hereafter acquired and related to the Premises, including, without limitation, all of Mortgagor's right, title and interest in and to: (i) all agreements, licenses, permits and contracts to which Mortgagor is or may become a party and which relate to the Premises; (ii) all obligations and indebtedness owed to Mortgagor thereunder; (iii) all intellectual property related to the Premises; and (iv) all choses in action and causes of action relating to the Premises;

TOGETHER WITH all of Mortgagor's accounts now owned or hereafter created or acquired as relate to the Premises, including, without limitation, all of the following now owned or hereafter created or acquired by Mortgagor: (i) accounts, contract rights, health-care-insurance receivables, book debts, notes, drafts, and other obligations or indebtedness owing to the Mortgagor arising from the sale, lease or exchange of goods or other property and/or the performance of services; (ii) the Mortgagor's rights in, to and under all purchase orders for goods, services or other property; (iii) the Mortgagor's rights to any goods, services or other property represented by any of the foregoing; (iv) monies to become due to the Mortgagor under all contracts for the sale, lease or exchange of goods or other property and/or the performance of services including the right to payment of any interest or finance charges in respect thereto (whether or not yet earned by performance on the part of the Mortgagor); (v) "securities", "investment property," "financial assets," and "securities entitlements" (each as defined in the Code); and (vi) proceeds of any of the foregoing and all collateral security and guaranties of any kind given by any person or entity with respect to any of the foregoing; and all warranties, guarantees, permits and licenses in favor of Mortgagor with respect to the Premises;

TOGETHER WITH all proceeds of the foregoing, including, without limitation, all judgments, awards of damages and settlements hereafter made resulting from condemnation proceeds or the taking of the Premises or any portion thereof under the power of eminent domain, any proceeds of any policies of insurance, maintained with respect to the Premises or proceeds of any sale, option or contract to sell the Premises or any portion thereof.

TO HAVE AND TO HOLD the Premises, unto Mortgagee, its successors and assigns, forever, for the purposes and upon the uses herein set forth together with all right to possession of the Premises after the occurrence of any Event of Default; Mortgagor hereby RELEASING AND WAIVING all rights under and by virtue of the homestead exemption laws of the State of South Carolina.

FOR THE PURPOSE OF SECURING: (i) the payment of the Loan and all interest, late charges, LIBOR breakage charges (including any Make Whole Costs described in the Note) prepayment premium (if any), exit fee (if any), interest rate swap or hedge expenses (if any), reimbursement obligations, fees and expenses for letters of credit issued by Mortgagee for the benefit of Mortgagor, if any, and other indebtedness evidenced by or owing under the Note, any of the other Loan Documents, any interest rate swap or hedge agreement now or hereafter entered into between Mortgagor and Mortgagee and any application for letters of credit and master letter of credit agreement, together with any extensions, modifications, renewals or refinancings of any of the foregoing; (ii) the performance and observance of the covenants, conditions, agreements, representations, warranties and other liabilities and obligations of Mortgagor or any other obligor to or benefiting Mortgagee which are evidenced or secured by or otherwise provided in the Note, this Mortgage or any of the other Loan Documents; and (iii) the reimbursement to Mortgagee of any and all sums incurred, expended or advanced by Mortgagee pursuant to any term or provision of or constituting additional indebtedness under or secured by this Mortgage, any of the other Loan Documents, any interest rate swap or hedge agreement or any application for letters of credit and master letter of credit agreement, with interest thereon as provided herein or therein (collectively, the "Indebtedness").

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. **Title.** Mortgagor represents, warrants and covenants that (a) Mortgagor is the holder of the fee simple title to the Premises, free and clear of all liens and encumbrances, except those liens and encumbrances in favor of Mortgagee and as otherwise described on Exhibit "B" attached hereto (the "Permitted Exceptions"); and (b) Mortgagor is lawfully seised of the estate and has legal power and authority to mortgage and convey the Premises.

2. **Maintenance, Repair, Restoration, Prior Liens, Parking.** Mortgagor covenants that, so long as any portion of the Indebtedness remains unpaid, Mortgagor will:

a. promptly repair, restore or rebuild any Improvements now or hereafter on the Premises which may become damaged or be destroyed to a condition substantially similar to the condition immediately prior to such damage or destruction, whether or not proceeds of insurance are available or sufficient for the purpose;

b. keep the Premises in good condition and repair, without waste, and free from mechanics', materialmen's or like liens or claims or other liens or claims for lien (subject to Mortgagor's right to contest liens as permitted by the terms of Paragraph 28 hereof);

c. pay when due the Indebtedness in accordance with the terms of the Note and the other Loan Documents and duly perform and observe all of the terms, covenants and conditions to be observed and performed by Mortgagor under the Note, this Mortgage and the other Loan Documents;

d. pay when due any indebtedness which may be secured by a permitted lien or charge on the Premises on a parity with, superior to or inferior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such lien to the Mortgagee (subject to Mortgagor's right to contest liens as permitted by the terms of Paragraph 28 hereof);

e. complete within a reasonable time any Improvements now or at any time in the process of erection upon the Premises;

f. comply with all requirements of law, municipal ordinances or restrictions and covenants of record with respect to the Premises and the use thereof;

g. obtain and maintain in full force and effect, and abide by and satisfy the material terms and conditions of, all material permits, licenses, registrations and other authorizations with or granted by any governmental authorities that may be required from time to time with respect to the performance of its obligations under this Mortgage;

h. make no material alterations in the Premises or demolish any portion of the Premises without Mortgagee's prior written consent, except as required by law or municipal ordinance;

i. suffer or permit no change in the use or general nature of the occupancy of the Premises, without the Mortgagee's prior written consent;

j. pay when due all operating costs of the Premises;

k. not initiate or acquiesce in any zoning reclassification with respect to the Premises, without Mortgagee's prior written consent;

l. provide and thereafter maintain adequate parking areas within the Premises as may be required by law, ordinance or regulation (whichever may be greater), together with any sidewalks, aisles, streets, driveways and sidewalk cuts and sufficient paved areas for ingress, egress and right-of-way to and from the adjacent public thoroughfares necessary or desirable for the use thereof; and

m. cause the Premises at all times to be operated in compliance with all federal, state, local and municipal environmental, health and safety laws, statutes, ordinances, rules and regulations.

3. **Payment of Taxes and Assessments.** Mortgagor will pay when due and before any penalty attaches, all general and special taxes, assessments, water charges, sewer charges, and other fees, taxes, charges and assessments of every kind and nature whatsoever (all herein generally called "Taxes"), whether or not assessed against Mortgagor, if applicable to the Premises or any interest therein, or the Indebtedness, or any obligation or agreement secured hereby, subject to Mortgagor's right to contest the same, as provided by the terms hereof; and

Mortgagor will, upon written request, furnish to the Mortgagee duplicate receipts therefor within ten (10) days after Mortgagee's request.

4. **Tax Deposits.** At Mortgagee's option, Mortgagor shall deposit with Mortgagee, on the first day of each month until the Indebtedness is fully paid, a sum equal to one-twelfth (1/12th) of one hundred five percent (105%) of the most recent ascertainable annual Taxes on the Premises. If requested by Mortgagee, Mortgagor shall also deposit with Mortgagee an amount of money which, together with the aggregate of the monthly deposits to be made pursuant to the preceding sentence as of one month prior to the date on which the next installment of annual Taxes for the current calendar year become due, shall be sufficient to pay in full such installment of annual Taxes, as estimated by Mortgagee. Such deposits are to be held without any interest and are to be used for the payment of Taxes next due and payable when they become due. So long as no Event of Default shall exist, Mortgages shall, at its option, pay such Taxes when the same become due and payable (upon submission of appropriate bills therefor from Mortgagor) or shall release sufficient funds to Mortgagor for the payment thereof. If the funds so deposited are insufficient to pay any such Taxes for any year (or installments thereof, as applicable) when the same shall become due and payable, Mortgagor shall, within ten (10) days after receipt of written demand therefor, deposit additional funds as may be necessary to pay such Taxes in full. If the funds so deposited exceed the amount required to pay such Taxes for any year, the excess shall be applied toward subsequent deposits. Said deposits need not be kept separate and apart from any other funds of Mortgagee. Mortgagee, in making any payment hereby authorized relating to Taxes, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

5. **Mortgagee's Interest In and Use of Deposits.** Upon an Event of Default, Mortgagee may, at its option, apply any monies at the time on deposit pursuant to Paragraph 4 hereof to cure an Event of Default or to pay any of the Indebtedness in such order and manner as Mortgagee may elect. If such deposits are used to cure an Event of Default or pay any of the Indebtedness, Mortgagor shall immediately, upon demand by Mortgagee, deposit with Mortgagee an amount equal to the amount expended by Mortgagor from the deposits. When the Indebtedness has been fully paid, any remaining deposits shall be returned to Mortgagor. Such deposits are hereby pledged as additional security for the Indebtedness and shall not be subject to the direction or control of Mortgagor. Mortgagee shall not be liable for any failure to apply to the payment of Taxes any amount so deposited unless Mortgagor, prior to an Event of Default, shall have requested Mortgagee in writing to make application of such funds to the payment of such amounts, accompanied by the bills for such Taxes. Mortgagee shall not be liable for any act or omission taken in good faith or pursuant to the instruction of any party.

6. **Insurance.**

a. Mortgagor shall at all times keep all buildings, improvements, fixtures and articles of personal property now or hereafter situated on the Premises insured against loss or damage by fire and such other hazards as may reasonably be required by Mortgagee, in accordance with the terms, coverages and provisions described on Exhibit "C" attached

hereto and made apart hereof, and such other insurance as Mortgagee may from time to time reasonably require. Unless Mortgagor provides Mortgagee evidence of the insurance coverages required hereunder, Mortgagee may purchase insurance at Mortgagor's expense to cover Mortgagee's interest in the Premises. The insurance may, but need not, protect Mortgagor's interest. The coverages that Mortgagee purchases may not pay any claim that Mortgagor makes or any claim that is made against Mortgagor in connection with the Premises. Mortgagor may later cancel any insurance purchased by Mortgagee, but only after providing Mortgagee with evidence that Mortgagor has obtained insurance as required by this Mortgage. If Mortgagee purchases insurance for the Premises, Mortgagor will be responsible for the costs of such insurance, including, without limitation, interest and any other charges which Mortgagee may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to the Indebtedness. The cost of the insurance may be more than the cost of insurance Mortgagor may be able to obtain on its own.

b. Mortgagor shall not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained hereunder unless Mortgagee is included thereon as the loss payee or an additional insured as applicable, under a standard mortgage clause acceptable to Mortgagee and such separate insurance is otherwise acceptable to Mortgagee.

c. In the event of loss, Mortgagor shall give prompt notice thereof to Mortgagee, who, if such loss exceeds the lesser of ten percent (10%) of the Indebtedness or Five Hundred Thousand and No/100 Dollars (\$500,000.00) ("Threshold") shall have the sole, and absolute right to make proof of loss. If such loss exceeds the Threshold or if such loss is equal to or less than the Threshold and the conditions set forth in clauses (i), (ii) and (iii) of the immediately succeeding sentence are not satisfied, then Mortgagee, solely and directly shall receive such payment for loss from each insurance company concerned. If and only if (i) such loss is equal to or less than the Threshold, (ii) no Event of Default or event that with the passage of time, the giving of notice or both would constitute an Event of Default then exists, and (iii) Mortgagee determines that the work required to complete the repair or restoration of the Premises necessitated by such loss can be completed no later than six (6) months prior to the Maturity Date, then Mortgagee shall endorse to Mortgagor any such payment and Mortgagor may collect such payment directly. Mortgagee shall have the right, at its option and in its sole discretion, to apply any insurance proceeds received by Mortgagee pursuant to the terms of this paragraph, after the payment of all of Mortgagee's expenses, either (i) on account of the Indebtedness, irrespective of whether such principal balance is then due and payable, whereupon Mortgagee may declare the whole of the balance of Indebtedness, plus any Prepayment Premium/Exit Fee/Make Whole Costs (as defined in the Note, if any) to be due and payable, or (ii) to the restoration or repair of the property damaged as provided in subparagraph d below; provided, however, that Mortgagee hereby agrees to permit the application of such proceeds to the restoration or repair of the damaged property, subject to the provisions of subparagraph d below, if (i) after giving effect to any Leases which have been or could be terminated, the Debt Service Ratio described in Paragraph 37 below shall be satisfied, (i) Mortgagee has received satisfactory evidence that such restoration or

repair shall be completed no later than the date that is six (6) months prior to the Maturity Date, and (iii) no Event of Default, or event that, with the passage of time, the giving of notice or both would constitute an Event of Default, then exists. If insurance proceeds are made available to Mortgagor by Mortgagee as hereinafter provided, Mortgagor shall repair, restore or rebuild the damaged or destroyed portion of the Premises so that the condition and value of the Premises are substantially the same as the condition and value of the Premises prior to being damaged or destroyed. Any insurance proceeds applied on account of the unpaid principal balance of the Note shall be subject to the Prepayment Premium/Exit Fee/Make Whole Costs described in the Note, if any. In the event of foreclosure of this Mortgage, all right, title and interest of Mortgagor in and to any insurance policies then in force shall pass to the purchaser at the foreclosure sale.

d. If insurance proceeds are made available by Mortgagee to Mortgagor, Mortgagor shall comply with the following conditions:

i. Before commencing to repair, restore or rebuild following damage to, or destruction of, all or a portion of the Premises, whether by fire or other casualty; Mortgagor shall obtain from Mortgagee its approval of all site and building plans and specifications pertaining to such repair, restoration or rebuilding.

ii. Prior to each payment or application of any insurance proceeds to the repair or restoration of the improvements upon the Premises to the extent permitted in subparagraph c above (which payment or application may be made, at Mortgagee's option, through an escrow, the terms and conditions of which are satisfactory to Mortgagee and the cost of which is to be borne by Mortgagor), Mortgagee shall be satisfied as to the following:

(a) no Event of Default or any event which, with the passage of time or giving of notice would constitute an Event of Default, has occurred;

(b) either such Improvements have been fully restored or the expenditure of money as may be received from such insurance proceeds will be sufficient to repair, restore or rebuild the Premises, free and clear of all liens, claims and encumbrances, except the lien of this Mortgage and the Permitted Exceptions, or, if such insurance proceeds shall be insufficient to repair, restore and rebuild the Premises, Mortgagor has deposited with Mortgagee such amount of money which, together with the insurance proceeds shall be sufficient to restore, repair and rebuild the Premises; and

(c) prior to each disbursement of any such proceeds, Mortgagee shall be furnished with a statement of Mortgagee's architect (the cost of which shall be borne by Mortgagor), certifying the extent of the repair and restoration completed to the date thereof, and that such repairs, restoration, and rebuilding have been performed to date in conformity with

the plans and specifications approved by Mortgagee and with all statutes, regulations or ordinances (including building and zoning ordinances) affecting the Premises; and Mortgagee shall be furnished with appropriate evidence of payment for labor or materials furnished to the Premises, and total or partial lien waivers substantiating such payments.

iii. If Mortgagor shall fail to restore, repair or rebuild the Improvements within a time deemed satisfactory by Mortgagee, then Mortgagee, at its option, may (a) commence and perform all necessary acts to restore, repair or rebuild the said Improvements for or on behalf of Mortgagor, or (b) declare an Event of Default. If insurance proceeds shall exceed the amount necessary to complete the repair, restoration or rebuilding of the Improvements, such excess shall be applied on account of the Indebtedness irrespective of whether such Indebtedness is then due and payable without payment of any premium or penalty.

7. **Condemnation.** If all or any part of the Premises are damaged, taken or acquired, either temporarily or permanently, in any condemnation proceeding, or by exercise of the right of eminent domain, the amount of any award or other payment for such taking or damages made in consideration thereof, to the extent of the full amount of the remaining unpaid Indebtedness, is hereby assigned to Mortgagee, who is empowered to collect and receive the same and to give proper receipts therefor in the name of Mortgagor and the same shall be paid forthwith to Mortgagee. Such award or monies shall be applied on account of the Indebtedness, irrespective of whether such Indebtedness is then due and payable and, at any time from and after the taking Mortgagee may declare the whole of the balance of the Indebtedness, plus any Make Whole Costs, Prepayment Premium or Exit Fee to be due and payable. Notwithstanding the provisions of this paragraph to the contrary, if any condemnation or taking of less than the entire Premises occurs and provided that no Event of Default and no event or circumstance which with the passage of time, the giving of notice or both would constitute an Event of Default then exists, and if such partial condemnation, in the reasonable discretion of Mortgagee, has no material adverse effect on the operation or value of the Premises, then the award or payment for such taking or consideration for damages resulting therefrom may be collected and received by Mortgagor, and Mortgagee hereby agrees that in such event it shall not declare the Indebtedness to be due and payable, if it is not otherwise then due and payable.

8. **Stamp Tax.** If, by the laws of the United States of America, or of any state or political subdivision having jurisdiction over Mortgagor, any tax is due or becomes due in respect of the execution and delivery of this Mortgage, the Note or any of the other Loan Documents, Mortgagor shall pay such tax in the manner required by any such law. Mortgagor further agrees to reimburse Mortgagee for any sums which Mortgagee may expend by reason of the imposition of any such tax. Notwithstanding the foregoing, Mortgagor shall not be required to pay any income or franchise taxes of Mortgagee.

9. **Lease Assignment.** Mortgagor acknowledges that, concurrently herewith, Mortgagor has executed and delivered to Mortgagee, as additional security for the repayment of the Loan, an Assignment of Rents and Leases (the "Assignment") pursuant to

which Mortgagor has assigned to Mortgagee interests in the leases of the Premises and the rents and income from the Premises. All of the provisions of the Assignment are hereby incorporated herein as if fully set forth at length in the text of this Mortgage. Mortgagor agrees to abide by all of the provisions of the Assignment. Regardless of the existence of a separate Assignment, Mortgagor hereby assigns to Mortgagee all right, title and interest in and to all rents, income, reimbursements, fees, deposits and other sums payable under any leaseholds affecting the property to the greatest extent permitted under Applicable Law.

10. Effect of Extensions of Time and Other Changes. If the payment of the Indebtedness or any part thereof is extended or varied, if any part of any security for the payment of the Indebtedness is released, if the rate of interest charged under the Note is changed or if the time for payment thereof is extended or varied, all persons now or at any time hereafter liable therefor, or interested in the Premises or having an interest in Mortgagor, shall be held to assent to such extension, variation, release or change and their liability and the lien and all of the provisions hereof shall continue in full force, any right of recourse against all such persons being expressly reserved by Mortgagee, notwithstanding such extension, variation, release or change.

11. Effect of Changes in Laws Regarding Taxation. If any law is enacted after the date hereof requiring (a) the deduction of any lien on the Premises from the value thereof for the purpose of taxation or (b) the imposition upon Mortgagee of the payment of the whole or any part of the Taxes, charges or liens herein required to be paid by Mortgagor, or (c) a change in the method of taxation of mortgages or debts secured by mortgages or Mortgagee's interest in the Premises, or the manner of collection of taxes, so as to affect this Mortgage or the Indebtedness or the holders thereof, then Mortgagor, upon demand by Mortgagee, shall pay such Taxes or charges, or reimburse Mortgagee therefor; provided, however, that Mortgagor shall not be deemed to be required to pay any income or franchise taxes of Mortgagee. Notwithstanding the foregoing, if in the opinion of counsel for Mortgagee it is or may be unlawful to require Mortgagor to make such payment or the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then Mortgagee may declare all of the Indebtedness to be immediately due and payable.

12. Mortgagee's Performance of Defaulted Acts and Expenses Incurred by Mortgagee. If an Event of Default has occurred, Mortgagee may, but need not, make any payment or perform any act herein required of Mortgagor in any form and manner deemed expedient by Mortgagee and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or consent to any tax or assessment or cure any default of Mortgagor in any lease of the Premises. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and any other monies advanced by Mortgagee in regard to any tax referred to in Paragraph 8 above or to protect the Premises or the lien hereof, shall be so much additional Indebtedness, and shall become immediately due and payable by Mortgagor to Mortgagee, upon demand, and with interest thereon accruing from the date of such demand until paid at the Default Rate (as defined in the Note) then in effect. In addition to the foregoing, any costs, expenses and fees, including reasonable attorneys' fees, incurred by Mortgagee in connection

with (a) sustaining the lien of this Mortgage or its priority, (b) protecting or enforcing any of Mortgagee's rights hereunder, (c) recovering any Indebtedness, (d) any litigation or proceedings affecting the Note, this Mortgage, any of the other Loan Documents or the Premises, including without limitation, bankruptcy and probate proceedings, or (e) preparing for the commencement, defense or participation in any threatened litigation or proceedings affecting the Note, this Mortgage, any of the other Loan Documents or the Premises, shall be so much additional Indebtedness, and shall become immediately due and payable by Mortgagor to Mortgagee, upon demand, and with interest thereon accruing from the date of such demand until paid at the Default Rate. The interest accruing under this Paragraph 12 shall be immediately due and payable by Mortgagor to Mortgagee, and shall be additional Indebtedness evidenced by the Note and secured by this Mortgage. Mortgagee's failure to act shall never be considered as a waiver of any right accruing to Mortgagee on account of any Event of Default. Should any amount paid out or advanced by Mortgagee hereunder, or pursuant to any agreement executed by Mortgagor in connection with the Loan, be used directly or indirectly to payoff, discharge or satisfy, in whole or in part, any lien or encumbrance upon the Premises or any part thereof, then Mortgagee shall be subrogated to any and all rights, equal or superior titles, liens and equities, owned or claimed by any owner or holder of said outstanding liens, charges and indebtedness, regardless of whether said liens, charges and indebtedness are acquired by assignment or have been released of record by the holder thereof upon payment.

13. Security Agreement. Mortgagor and Mortgagee agree that this Mortgage shall constitute a Security Agreement within the meaning of the Code with respect to (a) all sums at any time on deposit for the benefit of Mortgagor or held by the Mortgagee (whether deposited by or on behalf of Mortgagor or anyone else) pursuant to any of the provisions of this Mortgage or the other Loan Documents, and (b) with respect to any personal property included in the granting clauses of this Mortgage, which personal property may not be deemed to be affixed to the Premises or may not constitute a "fixture" (within the meaning of the Code) (which property is herein referred to as the "Personal Property"), and all replacements of, substitutions for, additions to, and the proceeds thereof, and the "supporting obligations" (as defined in the Code) (all of said Personal Property and the replacements, substitutions and additions thereto and the proceeds thereof being sometimes hereinafter collectively referred to as the "Collateral"), and that a security interest in and to the Collateral is hereby granted to the Mortgagee, and the Collateral and all of Mortgagor's right, title and interest therein are hereby assigned to Mortgagee, all to secure payment of the Indebtedness. All of the provisions contained in this Mortgage pertain and apply to the Collateral as fully and to the same extent as to any other property comprising the Premises; and the following provisions of this Paragraph shall not limit the applicability of any other provision of this Mortgage but shall be in addition thereto:

a. Mortgagor (being the Debtor as that term is used in the Code) is and will be the true and lawful owner of the Collateral and has rights in and the power to transfer the Collateral, subject to no liens, charges or encumbrances other than the lien hereof, other liens and encumbrances benefiting Mortgagee and no other party, and liens and encumbrances, if any, expressly permitted by the other Loan Documents.

b. The Collateral is to be used by Mortgagor solely for business purposes.

c. The Collateral will be kept at the Real Estate and, except for Obsolete Collateral (as hereinafter defined), will not be removed therefrom without the consent of Mortgagee (being the Secured Party as that term is used in the Code). The Collateral may be affixed to the Real Estate but will not be affixed to any other real estate.

d. The only persons having any interest in the Premises are Mortgagor, Mortgagee and holders of interests, if any, expressly permitted hereby.

e. No Financing Statement (other than Financing Statements showing Mortgagee as the sole secured party, or with respect to liens or encumbrances, if any, expressly permitted hereby) covering any of the Collateral or any proceeds thereof is on file in any public office except pursuant hereto; and Mortgagor, at its own cost and expense, upon demand, will furnish to Mortgagee such further information and will execute and deliver to Mortgagee such financing statements and other documents in form satisfactory to Mortgagee and will do all such acts as Mortgagee may request at any time or from time to time or as may be necessary or appropriate to establish and maintain a perfected security interest in the Collateral as security for the Indebtedness, subject to no other liens or encumbrances, other than liens or encumbrances benefiting Mortgagee and no other party and liens and encumbrances (if any) expressly permitted hereby; and Mortgagor will pay the cost of filing or recording such financing statements or other documents, and this instrument, in all public offices wherever filing or recording is deemed by Mortgagee to be desirable. Mortgagor hereby irrevocably authorizes Mortgagee at anytime, and from time to time, to file in any jurisdiction any initial financing statements and amendments thereto that (i) indicate the Collateral as all assets of Mortgagor (or words of similar effect), regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the Uniform Commercial Code of the jurisdiction wherein such financing statement or amendment is filed, or as being of an equal or lesser scope or within greater detail, and (ii) contain any other information required by Section 5 of Article 9 of the Uniform Commercial Code of the jurisdiction wherein such financing statement or amendment is filed regarding the sufficiency or filing office acceptance of any financing statement or amendment, including whether Mortgagor is an organization, the type of organization and any organization identification number issued to Mortgagor, and in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates. Mortgagor agrees to furnish any such information to Mortgagee promptly upon request. Mortgagor further ratifies and affirms its authorization for any financing statements and/or amendments thereto, executed and filed by Mortgagee in any jurisdiction prior to the date of this Mortgage.

f. Upon an Event of Default hereunder, Mortgagee shall have the remedies of a secured party under the Code, including, without limitation, the right to take immediate and exclusive possession of the Collateral, or any part thereof, and for that purpose, so far as Mortgagor can give authority therefor, with or without judicial process, may enter (if this can be done without breach of the peace) upon any place which the Collateral or any part thereof may be situated and remove the same therefrom (provided

that if the Collateral is affixed to real estate, such removal shall be subject to the conditions stated in the Code); and Mortgagee shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, until disposed of, or may propose to retain the Collateral subject to Mortgagor's right of redemption in satisfaction of Mortgagor's obligations, as provided in the Code. Mortgagee may render the Collateral unusable without removal and may dispose of the Collateral on the Premises. Mortgagee may require Mortgagor to assemble the Collateral and make it available to Mortgagee for its possession at a place to be designated by Mortgagee which is reasonably convenient to both parties. Mortgagee will give Mortgagor at least ten (10) days' notice of the time and place of any public sale of the Collateral or of the time after which any private sale or any other intended disposition thereof is made. The requirements of reasonable notice shall be met if such notice is mailed, by certified United States mail or equivalent, postage prepaid, to the address of Mortgagor hereinafter set forth at least ten (10) days before the time of the sale or disposition. Mortgagee may buy at any public sale. Mortgagee may buy at private sale if the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations. Any such sale may be held in conjunction with any foreclosure sale of the Premises. If Mortgagee so elects, the Premises and the Collateral may be sold as one lot. The net proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale, selling and the reasonable attorneys' fees and legal expenses incurred by Mortgagee, shall be applied against the Indebtedness in such order or manner as Mortgagee shall select. Mortgagee will account to Mortgagor for any surplus realized on such disposition.

g. The terms and provisions contained in this Paragraph 13, unless the context otherwise requires, shall have the meanings and be construed as provided in the Code.

h. This Mortgage is intended to be a financing statement within the purview of the Code with respect to the Collateral and the goods described herein, which goods are or may become fixtures relating to the Premises. The addresses of Mortgagor (Debtor) and Mortgagee (Secured Party) are hereinafter set forth. This Mortgage is to be filed for recording with the Recorder of Deeds of the county or counties where the Premises are located.

i. To the extent permitted by applicable law, the security interest created hereby is specifically intended to cover all Leases between Mortgagor or its agents as lessor, and various tenants named therein, as lessee, including all extended terms and all extensions and renewals of the terms thereof, as well as any amendments to or replacement of said Leases, together with all of the right, title and interest of Mortgagor, as lessor thereunder.

j. Mortgagor represents and warrants that:

i. Mortgagor is the record owner of the Premises;

ii. Mortgagor's/Borrower's executive office is located in the State of South Carolina;

iii. Mortgagor's/Borrower's state of formation is the State of South Carolina;

iv. Mortgagor's exact legal name is as set forth in the first paragraph of this Mortgage; and

v. Mortgagor's/Borrower's organizational identification number is 20-8906600.

k. Mortgagor agrees that:

i. Where Collateral is in the possession of a third party, Mortgagor will join with Mortgagee in notifying the third party of Mortgagee's interest and obtaining an acknowledgment from the third party that it is holding the Collateral for the benefit of Mortgagee;

ii. Mortgagor will cooperate with Mortgagee in obtaining control with respect to Collateral consisting of: deposit accounts, investment property, letter of credit rights and electronic chattel paper; and

iii. Until the Indebtedness is paid in full, Mortgagor will not change the state where it is located or change its name without giving Mortgagee at least thirty (30) days' prior written notice in each instance.

14. Restrictions on Transfer.

a. Mortgagor, without the prior written consent of Mortgagee, shall not effect, suffer or permit any Prohibited Transfer (as defined herein). Any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation (or any agreement to do any of the foregoing) of any of the following properties or interests shall constitute a "Prohibited Transfer":

i. The Premises or any part thereof or interest therein, excepting only sales or other dispositions of Collateral (herein called "Obsolete Collateral") no longer useful in connection with the operation of the Premises, provided that prior to the sale or other disposition thereto such Obsolete Collateral has been replaced by Collateral of at least equal value and utility which is subject to the lien hereof with the same priority as with respect to the Obsolete Collateral;

ii. Any shares of capital stock of a corporate Mortgagor, a corporation which is a general partner or managing member/manager in a partnership or

limited liability company Mortgagor, or a corporation which is the owner of substantially all of the capital stock of any corporation described in this subparagraph (other than the shares of capital stock of a corporate trustee or a corporation whose stock is publicly traded on a national securities exchange or on the National Association of Securities Dealers' Automated Quotation System);

iii. All or any part of the managing member or manager interest, as the case may be, in a limited liability company Mortgagor or a limited liability company which is a general partner of a partnership Mortgagor;

iv. All or any part of the general partner or joint venture interest, as the case may be, of a partnership Mortgagor or a partnership which is a manager of a limited liability company Mortgagor or the conversion of a partnership Mortgagor to a corporation or limited liability company; or

v. If there shall be any change in control (by way of transfers of stock, partnership or member interests or otherwise) in any partner, member, manager or shareholder, as applicable, which directly or indirectly controls the day to day operations and management of Mortgagor or Guarantor (as defined in the Note) and/or owns a controlling interest in Mortgagor or Guarantor;

in each case whether any such conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest, encumbrance or alienation is effected directly, indirectly (including the nominee agreement), voluntarily or involuntarily, by operation of law or otherwise; provided, however, that the foregoing provisions of this Paragraph 14 shall not apply (i) to liens securing the Indebtedness, (ii) to the lien of current taxes and assessments not in default, (iii) to any transfers of the Premises, or part thereof, or interest therein, or any beneficial interests, or shares of stock or partnership or joint venture interests, as the case may be, by or on behalf of an owner thereof who is deceased or declared judicially incompetent, to such owner's heirs, legatees, devisees, executors, administrators, estate or personal representatives, or (iv) to leases permitted by the terms of the Loan Documents, if any.

b. In determining whether or not to make the Loan, Mortgagee evaluated the background and experience of Mortgagor and its partners/members/officers in owning and operating property such as the Premises; found it acceptable and relied and continues to rely upon same as the means of maintaining the value of the Premises which is Mortgagee's security for the Note. Mortgagor and its partners/members/officers are well experienced in borrowing money and owning and operating property such as the Premises, were ably represented by a licensed attorney at law in the negotiation and documentation of the Loan and bargained at arm's length and without duress of any kind for all of the terms and conditions of the Loan, including this provision. Mortgagor recognizes that Mortgagee is entitled to keep its loan portfolio at current interest rates by either making new loans at such rates or collecting assumption fees and/or increasing the interest rate on a loan, the security for which is purchased by a party other than the original Mortgagor. Mortgagor further recognizes that any secondary junior financing

placed upon the Premises (a) may divert funds which would otherwise be used to pay the Note; (b) could result in acceleration and foreclosure by any such junior encumbrancer which would force Mortgagee to take measures and incur expenses to protect its security; (c) would detract from the value of the Premises should Mortgagee come into possession thereof with the intention of selling same; and (d) would impair Mortgagee's right to accept a deed in lieu of foreclosure, as a foreclosure by Mortgagee would be necessary to clear the title to the Premises. In accordance with the foregoing and for the purposes of (i) protecting Mortgagee's security, both of repayment and of value of the Premises; (ii) giving Mortgagee the full benefit of its bargain and contract with Mortgagor; (iii) allowing Mortgagee to raise the interest rate and collect assumption fees; and (iv) keeping the Premises free of subordinate financing liens, Mortgagor agrees that if this Paragraph 14 is deemed a restraint on alienation, that it is a reasonable one.

15. Single Asset Entity. If Mortgagor is a single asset entity at the time of execution hereof, Mortgagor shall not hold or acquire, directly or indirectly, any ownership interest (legal or equitable) in any real or personal property other than the Premises, or become a shareholder of or a member or partner in any entity which acquires any property other than the Premises, until such time as the Indebtedness has been fully repaid. Mortgagor's articles of incorporation, partnership agreement or operating agreement, as applicable, shall limit its purpose to the acquisition, operation, management and disposition of the Premises, and such purposes shall not be amended without the prior written consent of Mortgagee. Mortgagor covenants:

a. To maintain its assets, accounts, books, records, financial statements, stationery, invoices, and checks separate from and not commingled with any of those of any other person or entity;

b. To conduct its own business in its own name, pay its own liabilities out of its own funds, allocate fairly and reasonably any overhead for shared employees and office space, and to maintain an arm's length relationship with its affiliates;

c. To hold itself out as a separate entity, correct any known misunderstanding regarding its separate identity, maintain adequate capital in light of its contemplated business operations, and observe all organizational formalities;

d. Not to guarantee or become obligated for the debts of any other entity or person or hold out its credits as being available to satisfy the obligations of others, including not acquiring obligations or securities of its partners, members or shareholders;

e. Not to pledge its assets for the benefit of any other entity or person or make any loans or advances to any person or entity;

f. Not to enter into any contract or agreement with any party which is directly or indirectly controlling, controlled by or under common control with Mortgagor (an "Affiliate"), except upon terms and conditions that are intrinsically fair and

substantially similar to those that would be available on an arms-length basis with third parties other than any Affiliate;

g. Neither Mortgagor nor any constituent party of Mortgagor will seek the dissolution or winding up, in whole or in part, of Mortgagor, nor will Mortgagor merge with or be consolidated into any other entity;

h. Mortgagor has and will maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets from those of any constituent party of Mortgagor, Affiliate, any guarantor of the Note or any other person;

i. Mortgagor now has and will hereafter have no debts or obligations other than normal accounts payable in the ordinary course of business, this Mortgage, and the Loan; and any other indebtedness or other obligation of Mortgagor has been paid in full prior to or through application of proceeds from the funding of the Loan.

16. Events of Default; Acceleration. Each of the following shall constitute an "Event of Default" for purposes of this Mortgage:

a. Mortgagor fails to pay (i) any installment of principal or interest payable pursuant to the Note on the date when due, or (ii) any other amount payable to Lender under the Note, this Mortgage or any of the other Loan Documents within five (5) days after the date when any such payment is due in accordance with the terms hereof or thereof.

b. Mortgagor fails to perform or cause to be performed any other obligation or observe any other condition, covenant, term, agreement or provision required to be performed or observed by Mortgagor under the Note, this Mortgage or any of the other Loan Documents, subject to any notice provisions contained in the Note;

c. the existence of any inaccuracy or untruth in any material respect in any representation or warranty contained in this Mortgage or any of the other Loan Documents or of any statement or certification as to facts delivered to Mortgagee by Mortgagor or any guarantor of the Note as of the date given;

d. Mortgagor or any guarantor of the Note files a voluntary petition in bankruptcy or is adjudicated a bankrupt or insolvent or files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal, state, or other statute or law, or seeks or consents to or acquiesces in the appointment of any trustee, receiver or similar officer of Mortgagor or of all or any substantial part of the property of Mortgagor or any guarantor of the Note or any of the Premises or all or a substantial part of the assets of Mortgagor or any guarantor of the Note are attached, seized, subjected to a writ or distress warrant or are levied upon unless the same is released or located within thirty

(30) days;

e. the commencement of any involuntary petition in bankruptcy against Mortgagor or any guarantor of the Note or the institution against Mortgagor or any guarantor of the Note of any reorganization, arrangement, composition, readjustment, dissolution, liquidation or similar proceedings under any present or future federal, state or other statute or law, or the appointment of a receiver, trustee or similar officer for all or any substantial part of the property of Mortgagor or any guarantor of the Note which shall remain undismissed or undischarged for a period of sixty (60) days;

f. the dissolution, termination or merger of Mortgagor or any guarantor of the Note or the occurrence of the death or declaration of legal incompetency of any individual guarantor of the Note;

g. the occurrence of a Prohibited Transfer; or

h. the occurrence of an "Event of Default" under the Note or any of the other Loan Documents.

If an Event of Default occurs, Mortgagee may, at its option, declare the whole of the Indebtedness to be immediately due and payable without further notice to Mortgagor, with interest thereon accruing from the date of such Event of Default until paid at the Default Rate.

17. Foreclosure; Expense of Litigation.

a. When all or any part of the Indebtedness shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof for such Indebtedness or part thereof and/or exercise any right, power or remedy provided in this Mortgage or any of the other Loan Documents in accordance with South Carolina law.

b. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to the title as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Premises. All expenditures and expenses of the nature mentioned in this paragraph and such other expenses and fees as may be incurred in the enforcement of Mortgagor's obligations hereunder, the protection of said Premises and the maintenance of the lien of this Mortgage, including the reasonable fees of any attorney employed by Mortgagee in any litigation or proceeding affecting this Mortgage,

the Note, or the Premises, including probate and bankruptcy proceedings, or in preparations for the commencement or defense of any proceeding or threatened suit or proceeding shall be immediately due and payable by Mortgagor, with interest thereon until paid at the Default Rate and shall be secured by this Mortgage.

18. Application of Proceeds of Foreclosure Sale. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in accordance with South Carolina Law, unless otherwise specified therein, in such order as Mortgagee may determine in its sole and absolute discretion.

19. Appointment of Receiver. Upon or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed shall, upon petition by Mortgagee, appoint a receiver for the Premises in accordance with South Carolina Law. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the value of the Premises or whether the same shall be then occupied as a homestead or not and Mortgagee hereunder or any other holder of the Note may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of the Premises (i) during the pendency of such foreclosure suit, (ii) in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, and (iii) during any further times when Mortgagor, but for the intervention of such receiver, would be entitled to collect such rents, issues and profits. Such receiver also shall have all other powers and rights that may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during said period, including, to the extent permitted by law, the right to lease all or any portion of the Premises for a term that extends beyond the time of such receiver's possession without obtaining prior court approval of such lease. The court from time to time may authorize the application of the net income received by the receiver in payment of (a) the Indebtedness, or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale, and (b) any deficiency upon a sale and deficiency.

20. Mortgagee's Right of Possession in Case of Default. At any time after an Event of Default has occurred, Mortgagor shall, upon demand of Mortgagee, surrender to Mortgagee possession of the Premises. Mortgagee, in its discretion, may, with process of law, enter upon and take and maintain possession of all or any part of the Premises, together with all documents, books, records, papers and accounts relating thereto, and may exclude Mortgagor and its employees, agents or servants therefrom, and Mortgagee may then hold, operate, manage and control the Premises, either personally or by its agents. Mortgagee shall have full power to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or security of the avails, rents, issues, and profits of the Premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress for rent. Without limiting the generality of the foregoing, Mortgagee shall have full power to:

a. cancel or terminate any lease or sublease for any cause or on any ground which would entitle Mortgagor to cancel the same;

b. subject to the rights of tenants, elect to disaffirm any lease or sublease which is then subordinate to the lien hereof;

c. extend or modify any then existing leases and to enter into new leases, which extensions, modifications and leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the Maturity Date and beyond the date of the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor and all persons whose interests in the Premises are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the Indebtedness, satisfaction of any foreclosure judgment, or issuance of any certificate of sale or deed to any purchaser;

d. make any repairs, renewals, replacements, alterations, additions, betterments and improvements to the Premises as Mortgagee deems are necessary;

e. use, operate, manage, control, insure, maintain, repair, restore and otherwise deal with all and every part of the Premises and conduct the business thereupon;

f. exercise all rights and powers of Mortgagor with respect to the Premises, whether in the name of Mortgagor or otherwise;

g. insure and reinsure the Premises and all risks incidental to Mortgagee's possession, operation and management thereof; and

h. receive all of such avails, rents, issues and profits.

21. Application or Income Received by Mortgagee. Mortgagee, in the exercise of the rights and powers hereinabove conferred upon it, shall have full power to use and apply the avails, rents, issues and profits of the Premises to the payment of or on account of the following, in such order as Mortgagee may determine:

a. to the payment of the operating expenses of the Premises, including cost of management and leasing thereof (which shall include compensation to Mortgagee and its agent or agents, if management be delegated to an agent or agents, and shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), established claims for damages, if any, and premiums on insurance hereinabove authorized;

b. to the payment of taxes and special assessments now due or which may hereafter become due on the Premises; and

c. to the payment of any Indebtedness, including any deficiency which may result from any foreclosure sale.

22. Additional South Carolina Remedies; Compliance with South Carolina Law. Mortgagee shall have the following rights and remedies, which shall be in addition to, and not in limitation of, any other rights and remedies contained in this Mortgage.

a. Mortgagee may institute proceedings to foreclose this Mortgage, in which case the Premises or any interest therein may be sold for cash or upon credit in one or more parcels or in several interests or portions and in any order or manner;

b. With or without entry, to the extent permitted and pursuant to the procedures provided by applicable law, Mortgagee may institute proceedings for the partial foreclosure of this Mortgage for the portion of the Indebtedness then due and payable, subject to the continuing lien of this Mortgage for the balance of the Indebtedness not then due;

c. Mortgagee may institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained herein or in any of the other Loan Documents;

d. Mortgagee may recover judgment on the Note either before, during or after any proceedings for the enforcement of this Mortgage;

e. Mortgagee may pursue such other rights and remedies as may then be available at law and in equity. To the extent permitted presently or in the future by South Carolina laws, Mortgagee may institute a proceeding or proceedings, judicial or nonjudicial, by advertisement or otherwise, for the complete or partial foreclosure of this Mortgage or the complete or partial sale of the Premises under a power of sale, which power is hereby granted to Mortgagee;

f. In the event of a sale, by foreclosure or otherwise, of less than all of the Premises, this Mortgage shall continue as a lien on the remaining portion of the Premises;

g. Upon the completion of any sale or sales made under or by virtue of this Mortgage, an officer of any court or other authorized person empowered to do so shall execute and deliver to the purchaser or purchasers a good and sufficient instrument, or good and sufficient instruments, conveying, assigning and transferring all estate, right, title and interest in and to the property and rights sold. Such officer or other authorized person is hereby irrevocably appointed the true and lawful attorney of Mortgagor, in its name and stead, to make all necessary conveyances, assignments, transfers and deliveries of the Premises and rights so sold, and for that purpose, may execute all necessary instruments of conveyance, assignment and transfer, and may substitute one or more persons with like power, Mortgagor hereby ratifying and confirming all that such officer

or other authorized person shall lawfully do by virtue hereof. Any such sale or sales made under or by virtue of this Mortgage pursuant to any judicial proceedings or any judgment or decree of foreclosure and sale, shall operate to divest all the estate, right, title, interest, claim and demand whatsoever, whether at law or in equity, of Mortgagor in and to the properties and rights so sold, and shall be a perpetual bar both at law and in equity against Mortgagor and against any and all persons claiming or who may claim the same, or any part thereof from, through or under Mortgagor;

h. Upon any sale made under or by virtue of this Mortgage, pursuant to any judicial proceedings or any judgment or decree of foreclosure and sale, Mortgagee may bid for and acquire the Premises or any part thereof and, in lieu of paying cash therefor, may make settlement for the purchase price by crediting upon the Indebtedness the net sales price after deducting therefrom, to the extent allowed by applicable law, the expenses of the sale and costs of the action and any other sums which Mortgagee is authorized to deduct under this Mortgage;

i. No recovery of any judgment by Mortgagee and no levy of an execution under any judgment upon the Premises or upon any other property of Mortgagor shall affect in any manner or to any extent the lien of this Mortgage upon the Premises or any part thereof, or any liens, rights, powers or remedies of Mortgagee hereunder, but such liens, rights, powers and remedies of Mortgagee shall continue unimpaired as before;

j. Mortgagee may release, regardless of consideration and without the necessity, for any notice to or a consent by any person or entity, any part of the Premises without, as to the remainder, in any way impairing, affecting, subordinating or releasing the lien or security interests created in or evidenced by this Mortgage or the other Loan Documents or their stature as a first and prior lien and security interests in and to the Premises. For payment of the Indebtedness, Mortgagee may resort to any security in such order and manner as Mortgagee may elect;

k. Without limiting the generality of the foregoing, all expenses incurred by Mortgagee incurred in connection with the enforcement of any obligations of Mortgagor hereunder or in any of the other Loan Documents, whether incurred before or after any decree or judgment of foreclosure, shall be added to the Indebtedness and/or by the judgment of foreclosure;

l. If any provision of this Mortgage shall grant to Mortgagee (including Mortgagee acting as a mortgagee-in-possession) or a receiver appointed pursuant to the provisions of Paragraph 19 of this Mortgage any powers, rights or remedies prior to, upon or following the occurrence of an Event of Default which are more limited than the powers, rights or remedies that would otherwise be vested in Mortgagee or in such receiver under South Carolina law in the absence of said provision. Mortgagee and such receiver shall be vested with the powers, rights and remedies granted in South Carolina Law to the full extent permitted by law;

m. If any provision in this Mortgage shall be inconsistent with any provision of South Carolina law, provisions of South Carolina law shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with South Carolina law.

23. Rights Cumulative. Each right, power and remedy herein conferred upon Mortgagee is cumulative and in addition to every other right, power or remedy, express or implied, given now or hereafter existing under any of the Loan Documents or at law or in equity, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by Mortgagee, and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy, and no delay or omission of Mortgagee in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any Event of Default or acquiescence therein.

24. Mortgagee's Right of Inspection. Mortgagee and its representatives shall have the right to inspect the Premises and the books and records with respect thereto at all reasonable times upon not less than twenty-four (24) hours prior notice to Mortgagor, and access thereto, subject to the rights of tenants in possession, shall be permitted for that purpose.

25. Release Upon Payment and Discharge of Mortgagor's Obligations. Mortgagee shall release this Mortgage and the lien hereof by proper instrument upon payment and discharge of all indebtedness, including payment of all reasonable expenses incurred by Mortgagee in connection with the execution of such release.

26. Notices. Any notices, communications and waivers under this Mortgage shall be in writing and shall be (i) delivered in person, (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (iii) by overnight express carrier addressed in each case as follows:

To Mortgagee:

Small Business Loan Source LLC
9801 Westheimer, Suite 1100
Houston, Texas 77042
Attention: Ms. Threasa Horton

With a copy to:

McCrary & Clark, L.L.P.
Attorneys at Law
3900 Essex Lane, Suite 620
Houston, Texas 77027



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To Mortgagor:

MS PRODUCTION SOLUTIONS LLC
Manfred Sprenger and Patricia Sprenger
233 Beverly Road
Greenville, SC 29609

or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this Paragraph shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by overnight, express carrier, then on the next federal banking day immediately following the day sent, or (iii) if sent by registered or certified mail, then on the earlier of the third federal banking day following the day sent or when actually received.

27. Waiver of Rights. The Mortgagor hereby covenants and agrees that it will not at any time insist upon or plead, or in any manner claim or take any advantage of, any stay, exemption or extension law or any so-called "Moratorium Law" now or at any time hereafter in force providing for the valuation or appraisal of the Premises, or any part thereof, prior to any sale or sales thereof to be made pursuant to any provisions herein contained, or to decree, judgment or order of any court of competent jurisdiction; or, after such sale or sales, claim or exercise any rights under any statute now or hereafter in force to redeem the property so sold, or any part thereof, or relating to the marshalling thereof, upon foreclosure sale or other enforcement hereof, and without limiting the foregoing:

a. The Mortgagor hereby expressly waives any and all rights of reinstatement and redemption, if any, under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person, it being the intent hereof that any and all such rights of reinstatement and redemption of the Mortgagor and of all other persons are and shall be deemed to be hereby waived to the full extent permitted by South Carolina law;

b. The Mortgagor will not invoke or utilize any such law or laws or otherwise hinder, delay or impede the execution of any right, power remedy herein or otherwise granted or delegated to the Mortgagee but will suffer and permit the execution of every such right, power and remedy as though no such law or laws had been made or enacted; and

c. If the Mortgagor is a trustee, Mortgagor represents that the provisions of this paragraph (including the waiver of reinstatement and redemption rights) were made at the express direction of Mortgagor's beneficiaries and the persons having the power of direction over Mortgagor, and are made on behalf of the trust estate of Mortgagor and all beneficiaries of Mortgagor, as well as all other persons mentioned above.

28. Contests. Notwithstanding anything to the contrary herein contained, Mortgagor shall have the right to contest by appropriate legal proceedings diligently prosecuted any Taxes imposed or assessed upon the Premises or which may be or become a lien thereon and

any mechanics', materialmen's or other liens or claims for lien upon the Premises (all herein called "Contested Liens"), and no Contested Liens shall constitute an Event of Default hereunder, if, but only if:

a. Mortgagor shall forthwith give notice of any Contested Lien to Mortgagee at the time the same shall be asserted;

b. Mortgagor shall either pay under protest or deposit with Mortgagee the full amount (herein called "Lien Amount") of such Contested Lien, together with such amount as Mortgagee may reasonably estimate as interest or penalties which might arise during the period of contest; provided that in lieu of such payment Mortgagor may furnish to Mortgagee a bond or title indemnity in such amount and form, and issued by a bond or title insuring company, as may be satisfactory to Mortgagee;

c. Mortgagor shall diligently prosecute the contest of any Contested Lien by appropriate legal proceedings having the effect of staying the foreclosure or forfeiture of the Premises, and shall permit Mortgagee to be represented in any such contest and shall pay all expenses incurred, in so doing, including fees and expenses of Mortgagee's counsel (all of which shall constitute so much additional Indebtedness bearing interest at the Default Rate until paid, and payable upon demand);

d. Mortgagor shall pay such Contested Lien and all Lien Amounts together with interest and penalties thereon (i) if and to the extent that any such Contested Lien shall be determined adverse to Mortgagor, or (ii) forthwith upon demand by Mortgagee if, in the opinion of Mortgagee, and notwithstanding any such contest, the Premises shall be in jeopardy or in danger of being forfeited or foreclosed; provided that if Mortgagor shall fail so to do, Mortgagee may, but shall not be required to, pay all such Contested Liens and Lien Amounts and interest and penalties thereon and such other sums as may be necessary in the judgment of the Mortgagee to obtain the release and discharge of such liens; and at any amount expended by Mortgagee in so doing shall be so much additional Indebtedness bearing interest at the Default Rate until paid, and payable upon demand; and provided further that Mortgagee may in such case use and apply monies deposited as provided in subsection (b) above and may demand payment upon any bond or title indemnity furnished as aforesaid.

29. Expenses Relating to Note and Mortgage.

a. Mortgagor will pay all expenses, charges, costs and fees relating to the Loan or necessitated by the terms of the Note, this Mortgage or any of the other Loan Documents, including without limitation, Mortgagee's reasonable attorneys' fees in connection with the negotiation, documentation, administration, servicing and enforcement of the Note, this Mortgage and the other Loan Documents, all filing, registration and recording fees and taxes, all other expenses incident to the execution and acknowledgment of this Mortgage and all federal, state, county and municipal taxes, and other taxes (provided Mortgagor shall not be required to pay any income or franchise



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taxes of Mortgagee), duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of the Note and this Mortgage. Mortgagor recognizes that, during the term of this Mortgage, Mortgagee:

i. May be involved in court or administrative proceedings, including, without restricting the foregoing, foreclosure, probate, bankruptcy, creditors' arrangements, insolvency, housing authority and pollution control proceedings of any kind, to which Mortgagee shall be a party by reason of the Loan Documents or in which the Loan Documents or the Premises are involved directly or indirectly;

ii. May make preparations following the occurrence of (an Event of Default hereunder for the commencement of any suit for the foreclosure hereof), which may or may not be actually commenced;

iii. May make preparations following the occurrence of an Event of Default hereunder for, and do work in connection with, Mortgagee's taking possession of and managing the Premises, which event may or may not actually occur;

iv. May make preparations for and commence other private or public actions to remedy an Event of Default hereunder, which other actions may or may not be actually commenced;

v. May enter into negotiations with Mortgagor or any of its agents, employees or attorneys in connection with the existence or curing of any Event of Default hereunder, the sale of the Premises, the assumption of liability for any of the Indebtedness or the transfer of the Premises in lieu of foreclosure; or

vi. May enter into negotiations with Mortgagor or any of its agents, employees or attorneys pertaining to Mortgagee's approval of actions taken or proposed to be taken by Mortgagor which approval is required by the terms of this Mortgage.

b. All expenses, charges, costs and fees described in this Paragraph 29 shall be so much additional Indebtedness, shall bear interest from the date so incurred until paid at the Default Rate and shall be paid, together with said interest, by Mortgagor forthwith upon demand.

30. Financial Statements. Mortgagor represents and warrants that the financial statements for Mortgagor and the Premises previously submitted to Mortgagee are true complete and correct in all material respects, disclose all actual and contingent liabilities of Mortgagor or relating to the Premises and do not contain any untrue statement of a material fact or omit to state a fact material to such financial statements. No material adverse change has occurred in the financial condition of Mortgagor or the Premises from the dates of said financial

statements until the date hereof. Mortgagor shall furnish to Mortgagee such financial information regarding Mortgagor, its constituent partners or members, as the case may be, the Premises and any guarantor of the Note as Mortgagee may from time to time reasonably request, which shall include, without any further request therefor, (i) semi-annual financial statements for the Premises including a balance sheet, statement of income and rent roll for the Premises (if applicable), no later than thirty (30) days after the end of each calendar quarter of each year, all in form, scope and detail satisfactory to Mortgagee and certified by the chief financial officer or other appropriate officer, partner or member of Mortgagor, and (ii) annual reviewed financial statements for Mortgagor and the Premises and annual financial statements for any guarantor of the Note certified by such guarantor to be true, correct and complete, in each case, no later than ninety (90) days after the end of each year, together with an unqualified accountant's opinion in a form satisfactory to Mortgagee and an operating budget for the Premises for the next year. Such statements shall also include a calculation of Operating Cash Flow and Debt Service (as such terms are defined in Paragraph 37 below) for the quarter to which they apply and shall be certified by Mortgagor.

31. Statement of Indebtedness. Mortgagor, within seven days after being so requested by Mortgagee, shall furnish a duly acknowledged written statement setting forth the amount of the debt secured by this Mortgage, the date to which interest has been paid and stating either that no offsets or defenses exist against such debt or, if such offsets or defenses are alleged to exist, the nature thereof.

32. Further Instruments. Upon request of Mortgagee, Mortgagor shall execute, acknowledge and deliver all such additional instruments and further assurances of title and shall do or cause to be done all such further acts and things as may reasonably be necessary fully to effectuate the intent of this Mortgage and of the other Loan Documents.

33. Additional Indebtedness Secured. All persons and entities with any interest in the Premises or about to acquire any such interest should be aware that this Mortgage secures more than the stated principal amount of the Note and interest thereon; this Mortgage secures any and all other amounts which may become due under the Note or any other document or instrument evidencing, securing or otherwise affecting the Indebtedness, including, without limitation, any and all amounts expended by Mortgagee to operate, manage or maintain the Premises or to otherwise protect the Premises or the lien of this Mortgage.

34. Indemnity. Mortgagor hereby covenants and agrees that no liability shall be asserted or enforced against Mortgagee in the exercise of the rights and powers granted to Mortgagee in this Mortgage, and Mortgagor hereby expressly waives and releases any such liability. Mortgagor shall indemnify and save Mortgagee harmless from and against any and all liabilities, obligations, losses, damages, claims, costs and expenses (including reasonable attorneys' fees and court costs) (collectively, "Claims") of whatever kind or nature which may be imposed on, incurred by or asserted against Mortgagee at any time by any third party which relate to or arise from: (a) any suit or proceeding (including probate and bankruptcy proceedings), or the threat thereof, in or to which Mortgagee may or does become a party, either as plaintiff or as a defendant, by reason of this Mortgage or for the purpose of protecting the lien of this Mortgage; (b) the offer for sale or sale of all or any portion of the Premises; and (c) the

ownership, leasing, use, operation or maintenance of the Premises, if such Claims relate to or arise from actions taken prior to the surrender of possession of the Premises to Mortgagee in accordance with the terms of this Mortgage; provided, however, that Mortgagor shall not be obligated to indemnify or hold Mortgagee harmless from and against any Claims directly arising from the gross negligence or willful misconduct of Mortgagee. All costs provided for herein and paid for by Mortgagee shall be so much additional Indebtedness and shall become immediately due and payable upon demand by Mortgagee and with interest thereon from the date incurred by Mortgagee until paid at the Default Rate.

35. Subordination of Property Manager's Lien. Any property management agreement for the Premises entered into hereafter with a property manager shall contain a provision whereby the property manager agrees that any and all mechanics' lien rights that the property manager or anyone claiming by, through or under the property manager may have in the Premises shall be subject and subordinate to the lien of this Mortgage and shall provide that Mortgagee may terminate such agreement at any time after the occurrence of an Event of Default hereunder. Such property management agreement or a short form thereof, at Mortgagee's request, shall be recorded with the Recorder of Deeds of the county where the Premises are located. In addition, if the property management agreement in existence as of the date hereof does not contain a subordination provision, Mortgagor shall cause the property manager under such agreement to enter into a subordination of the management agreement with Mortgagee, in recordable form, whereby such property manager subordinates present and future lien rights and those of any party claiming by, through or under such property manager to the lien of this Mortgage.

36. Compliance with Environmental Laws. Mortgagor acknowledges that concurrently herewith Mortgagor has executed and delivered to Mortgagee an Environmental Indemnity Agreement (the "Indemnity") pursuant to which Mortgagor and Guarantor (as defined in the Note) have fully indemnified Mortgagee for certain environmental matters concerning the Premises, as more particularly described therein. The provisions of the Indemnity are hereby incorporated herein and this Mortgage shall secure the obligations of Mortgagor thereunder. Mortgagor agrees to abide by all of the provisions of the Indemnity.

37. Miscellaneous.

a. Successors and Assigns. This Mortgage and all provisions hereof shall be binding upon and enforceable against Mortgagor and its assigns and other successors. This Mortgage and all provisions hereof shall inure to the benefit of Mortgagee, its successors and assigns and any holder or holders, from time to time, of the Note.

b. Invalidity of Provisions; Governing Law. In the event that any provision of this Mortgage is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, Mortgagor and Mortgagee shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Mortgage and the validity and enforceability of the remaining provisions, or portions or

applications thereof, shall not be affected thereby and shall remain in full force and effect. This Mortgage is to be construed in accordance with and governed by the laws of the State of South Carolina.

c. **Municipal Requirements.** Mortgagor shall not by act or omission permit any building or other improvement on the Premises not subject to the lien of this Mortgage to rely on the Premises or any part thereof or any interest therein to fulfill any municipal or governmental requirement, and Mortgagor hereby assigns to Mortgagee any and all rights to give consent for all or any portion of the Premises or any interest therein to be so used. Similarly, no building or other improvement on the Premises shall rely on any premises not subject to the lien of this Mortgage or any interest therein to fulfill any governmental or municipal requirement. Any act or omission by Mortgagor which would result in a violation of any of the provisions of this subparagraph shall be void.

d. **Rights of Tenants.** Mortgagee shall have the right and option to commence a civil action to foreclose this Mortgage and to obtain a decree of foreclosure and sale subject to the rights of any tenant or tenants of the Premises having an interest in the Premises prior to that of Mortgagee. The failure to join any such tenant or tenants of the Premises as party defendant or defendants in any such civil action or the failure of any decree of foreclosure and sale to foreclose their rights shall not be asserted by Mortgagor as a defense in any civil action instituted to collect the Indebtedness, or any part thereof or any deficiency remaining unpaid after foreclosure and sale of the Premises, any statute or rule of law at any time existing to the contrary notwithstanding.

e. **Option of Mortgagee to Subordinate.** At the option of Mortgagee, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or any condemnation or eminent domain award) to any and all leases of all or any part of the Premises upon the execution by Mortgagee of a unilateral declaration to that effect and the recording thereof in the Office of the Recorder of Deeds in and for the county wherein the Premises are situated.

f. **Mortgagee In Possession.** Nothing herein contained shall be construed as constituting Mortgagee a mortgagee in possession in the absence of the actual taking of possession of the Premises by Mortgagee pursuant to this Mortgage.

g. **Relationship of Mortgagee and Mortgagor.** Mortgagee shall in no event be construed for any purpose to be a partner, joint venturer, agent or associate of Mortgagor or of any lessee, operator, concessionaire or licensee of Mortgagor in the conduct of their respective businesses, and, without limiting the foregoing, Mortgagee shall not be deemed to be such partner, joint venturer, agent or associate on account of Mortgagee becoming a mortgagee in possession or exercising any rights pursuant to this Mortgage, any of the other Loan Documents, or otherwise. The relationship of Mortgagor and Mortgagee hereunder is solely that of debtor/creditor.

h. **Time of the Essence.** Time is of the essence of the payment by

Mortgagor of all amounts due and owing to Mortgagee under the Note and the other Loan Documents and the performance and observance by Mortgagor of all terms, conditions, obligations and agreements contained in this Mortgage and the other Loan Documents.

i. **No Merger.** The parties hereto intend that the Mortgage and the lien hereof shall not merge in fee simple title to the Premises, and if Mortgagee acquires any additional or other interest in or to the Premises or the ownership thereof, then, unless a contrary intent is manifested by Mortgagee as evidenced by an express statement to that effect in an appropriate document duly recorded, this Mortgage and the lien hereof shall not merge in the fee simple title and this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

j. **Maximum Indebtedness.** Notwithstanding anything contained herein to the contrary, the total amount of the Indebtedness secured hereby represented by the Note may increase or decrease from time to time, but at no time shall the total principal amount of the Indebtedness represented by the Note secured hereby exceed the maximum secured amount of One Million Four Hundred Fifty-Seven Thousand and NO/100 Dollars (\$1,457,000.00), which shall be the last dollar of principal Indebtedness paid. The foregoing dollar limitation shall apply only to principal and shall not apply to the other portions of the Indebtedness, including, but not limited to, interest and sums expended or incurred for the protection of security or for the enforcement of rights and remedies. In no event shall Mortgagee be obligated to advance funds in excess of the face amount of the Note.

k. **Consent to Jurisdiction.** TO INDUCE MORTGAGEE TO ACCEPT THE NOTE, MORTGAGOR IRREVOCABLY AGREES THAT, SUBJECT TO MORTGAGEE'S SOLE AND ABSOLUTE ELECTION, ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THIS MORTGAGE WILL BE LITIGATED IN COURTS HAVING SITUS IN SOUTH CAROLINA. MORTGAGOR HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY COURT LOCATED WITHIN SOUTH CAROLINA, WAIVES PERSONAL SERVICE OF PROCESS UPON MORTGAGOR, AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL DIRECTED TO MORTGAGOR AT THE ADDRESS STATED HEREIN AND SERVICE SO MADE WILL BE DEEMED TO BE COMPLETED UPON ACTUAL RECEIPT.

l. **Waiver of Jury Trial.** MORTGAGOR AND MORTGAGEE (BY ACCEPTANCE HEREOF), HAVING BEEN REPRESENTED BY COUNSEL EACH KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (a) UNDER THIS MORTGAGE OR ANY RELATED AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS MORTGAGE OR (b) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS MORTGAGE, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT

BEFORE A JURY. MORTGAGOR AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST MORTGAGEE OR ANY OTHER PERSON INDEMNIFIED UNDER THIS MORTGAGE ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

m. **Complete Agreement.** This Mortgage, the Note and the other Loan Documents constitute the complete agreement between the parties with respect to the subject matter hereof and the Loan Documents may not be modified, altered or amended except by an agreement in writing signed by both Mortgagor and Mortgagee.

n. **Intentionally Deleted.**

o. **Foreclosure by Power of Sale.** If permitted under the laws of the State where the property is situated, Borrower/Mortgagor hereby grants to Mortgagee the right to foreclose this Mortgage by power of sale pursuant to applicable law. If Lender elects to foreclose by power of sale, Lender shall give notice in the manner required by applicable law to Borrower and any other person entitled to notice pursuant to applicable law.

p. **Waiver of Appraisal.** In any judicial action to foreclose this Mortgage, appraisal of the Mortgaged Property is hereby waived, or not waived, at Lender's option, which option shall be exercised at the time a written judgment is signed by the court, or at any time prior thereto. The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within 30 days after the sale of the Mortgaged Property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. TO THE EXTENT PERMITTED BY LAW, THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY. This waiver shall not apply so long as the Mortgaged Property is used as a dwelling place as defined in Sec. 12-37-250 of the South Carolina Code.

38. **SBA Loan.** This provision shall apply if the loan secured hereby is guaranteed, in whole or in part, by the United States Small Business Administration. The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

- a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.
- b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using

these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

39. **No Claim of Credit for Taxes.** Mortgagor will not make deduction from or claim credit on the principal or interest secured by this Mortgage by reason of any governmental taxes, assessments or charges. Mortgagor will not claim any deduction from the taxable value of the Premises by reason of this Mortgage.

40. **HOMESTEAD WAIVER.** Mortgagor/Borrower waives all rights of homestead exemption in the Mortgaged Property to the extent allowed by Applicable Law.

41. **Adjustable Rate Loan.** The Note secured hereby contains provisions for an adjustable interest rate as more fully set forth in said Note and incorporated herein for all purposes.

42. **Commercial Purposes.** The Loan is for commercial/business purposes and not for any personal, household or consumer purpose.

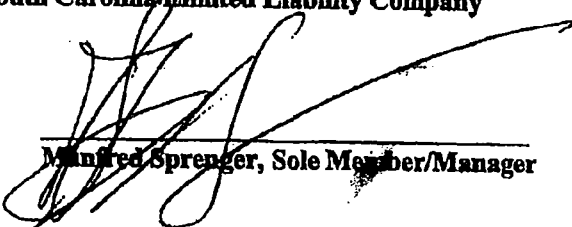
43. **Purchase Money Mortgage.** (As to Tract I): This Mortgage is given, at least in part, to secure a loan for the purchase money for the Mortgaged Property. As a purchase money mortgage it is entitled to all privileges afforded such under Applicable Law.

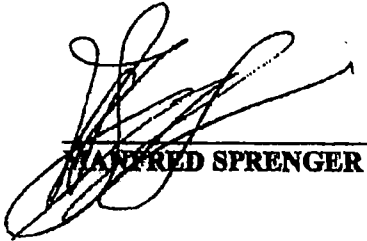
IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

EXECUTED on the date first written above.

MORTGAGOR:
MS PRODUCTION SOLUTIONS LLC
a South Carolina Limited Liability Company

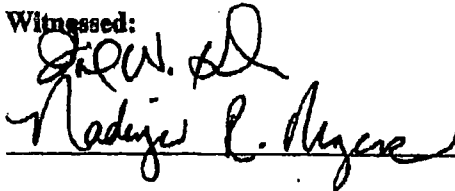
By:


Manfred Sprenger, Sole Member/Manager


MANFRED SPRENGER


PATRICIA SPRENGER

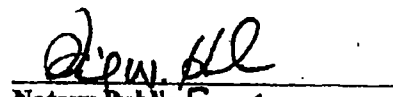
Witnessed:


Nadine C. Myers

STATE OF SOUTH CAROLINA §
§
COUNTY OF GREENVILLE §

I, David W. Holmes, a Notary Public in and for said County, in the State aforesaid, do hereby certify that **MANFRED SPRENGER**, Individually and as Sole Member/Manager of **MS PRODUCTION SOLUTIONS LLC**, a South Carolina Limited Liability Company, who personally came before me and is known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses, purposes and in the capacity therein set forth.

GIVEN under by hand and notarial seal, this 17th day of August, 2007.


Notary Public For SC
My Comm Exp 5/03/11

STATE OF SOUTH CAROLINA §

§

COUNTY OF GREENVILLE §

I, David W. Holmes, a Notary Public in and for said County, in the State aforesaid, do hereby certify that **PATRICIA SPRENGER**, who personally came before me and is known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses, purposes and in the capacity therein set forth.

GIVEN under by hand and notarial seal, this 17th day of August, 2007.

David W. Holmes
Notary Public for SC
My Comm Exp 5/02/11

After Recordation, return to:

McCrary & Clark, LLP
Attorneys at Law
3900 Essex Lane, Suite 620
Houston, Texas 77027

EXHIBIT "A"
(Legal Description)

TRACT ONE:

ALL that certain piece, parcel or tract of land situate, lying and being on the southern side of Beverly Road in the County of Greenville, State of South Carolina, being shown and designated as 4.80 Acres, more or less, on plat entitled PLAT FOR D AND T STEEL, INC., dated February 27, 2003, prepared by Thomas P. Dowling, Land Surveyor, and being recorded in the Office of the Register of Deeds for Greenville County, South Carolina, in Plat Book 45W at Page 12, reference to said plat being craved for a complete metes and bound description.

DERIVATION: This being the same property conveyed to D&T Steel, LLC by deed of Eugene Szabo Steel Fabricators, Inc., dated April 4, 2003, and recorded in the Greenville County Register of Deeds Office on April 9, 2003, in Deed Book 2003, at Page 1582.

LESS HOWEVER that property shown on Exhibit B.

TRACT TWO:

ALL that certain piece, parcel or lot of land lying, being and situate in the City of Tega Cay, Fort Mill Township, York County, South Carolina, being known and designated as Lot 100, Section 18, of Tega Cay, and being more particularly described as "The Property of Manfred Sprenger & Wife, Patricia" on survey drawn by A. Alan Walkwork, SCRLS, dated October 19, 1994, and recorded in Plat Book 125, at Page 609, in the Office of the Clerk of Court for Your County, South Carolina, reference to said plat being craved for a complete metes and bounds description.

ALSO ALL that certain piece, parcel or lot of land lying, being and situate in the City of Tega Cay, Fort Mill Township, York County, South Carolina, being shown and designated as Lot A of Section 18, being more particularly described as "The Property of Manfred Sprenger & Wife, Patricia" on survey drawn by A. Alan Walkwork, SCRLS, dated October 19, 1994, and recorded in Plat Book 125, at Page 610, in the Office of the Clerk of Court for Your County, South Carolina, reference to said plat being craved for a complete metes and bound description.







EXHIBIT 10
Operating Agreement

OPERATING AGREEMENT

FOR

MS Production Solutions LLC

A MEMBER-MANAGED LIMITED LIABILITY COMPANY

I. Preliminary Provisions

- (1) **Effective Date:** This operating agreement of MS Production Solutions LLC, effective as of the last date of signing shown at the end of this agreement, is adopted by the members whose signatures appear at the end of this agreement.
- (2) **Formation:** This limited liability company (LLC) was formed by filing Articles of Organization, a Certificate of Formation or a similar organizational document with the LLC filing office of the state of South Carolina on 04/20/2007. A copy of this organizational document has been placed in the LLC's records book.
- (3) **Name:** The formal name of this LLC is as stated above. However, this LLC may do business under a different name by complying with the state's fictitious or assumed business name statutes and procedures.
- (4) **Registered Office and Agent:** The registered office of this LLC and the registered agent at this address are as follows:

Manfred Sprenger
16100 Heron Run Dr.
Tega Cay, South Carolina 29708
in the county of

The registered office and agent may be changed from time to time as the members may see fit, by filing a change of registered agent or office form with the state LLC filing office. It will not be necessary to amend this provision of the operating agreement if and when such a change is made.

- (5) **Business Purposes:** The specific business purposes and activities contemplated by the founders of this LLC at the time of initial signing of this agreement consist of the following:

High Technology Production Solutions

It is understood that the foregoing statement of purposes shall not serve as a limitation on the powers or abilities of this LLC, which shall be permitted to engage in any and all lawful business activities. If this LLC intends to engage in business activities outside the state of its formation that require the qualification of the LLC in other states, it shall obtain such qualification before engaging in such out-of-state activities.

- (6) **Duration of LLC:** The duration of this LLC shall be Perpetual. Further, this LLC shall terminate when a proposal to dissolve the LLC is adopted by the membership of this LLC or when this LLC is otherwise terminated in accordance with law.

II. Membership Provisions

- (1) **Nonliability of Members:** No member of this LLC shall be personally liable for the expenses, debts, obligations or liabilities of the LLC, or for claims made against it.
- (2) **Reimbursement for Organizational Costs:** Members shall be reimbursed by the LLC for organizational expenses paid by the members. The LLC shall be authorized to elect to deduct organizational expenses and start-up expenditures ratably over a period of time as permitted by the Internal Revenue Code and as may be advised by the LLC's tax advisor.
- (3) **Management:** This LLC shall be managed exclusively by all of its members.

(4) **Members' Percentage Interests:** A member's percentage interest in this LLC shall be computed as a fraction, the numerator of which is the total of a member's capital account and the denominator of which is the total of all capital accounts of all members. This fraction shall be expressed in this agreement as a percentage, which shall be called each member's "percentage interest" in this LLC.

(5) **Membership Voting:** Except as otherwise may be required by the Articles of Organization, Certificate of Formation or a similar organizational document, other provisions of this operating agreement, or under the laws of this state, each member shall vote on any matter submitted to the membership for approval in proportion to the member's percentage interest in this LLC. Further, unless defined otherwise for a particular provision of this operating agreement, the phrase "majority of members" means the vote of members whose combined votes equal more than 50% of the votes of all members in this LLC.

(6) **Compensation:** Members shall not be paid as members of the LLC for performing any duties associated with such membership, including management of the LLC. Members may be paid, however, for any services rendered in any other capacity for the LLC, whether as officers, employees, independent contractors or otherwise.

(7) **Members' Meetings:** The LLC shall not provide for regular members' meetings. However, any member may call a meeting by communicating his or her wish to schedule a meeting to all other members. Such notification may be in person or in writing, or by telephone, facsimile machine, or other form of electronic communication reasonably expected to be received by a member, and the other members shall then agree, either personally, in writing, or by telephone, facsimile machine or other form of electronic communication to the member calling the meeting, to meet at a mutually acceptable time and place. Notice of the business to be transacted at the meeting need not be given to members by the member calling the meeting, and any business may be discussed and conducted at the meeting.

If all members cannot attend a meeting, it shall be postponed to a date and time when all members can attend, unless all members who do not attend have agreed in writing to the holding of the meeting without them. If a meeting is postponed, and the postponed meeting cannot be held either because all members do not attend the postponed meeting or the nonattending members have not signed a written consent to allow the postponed meeting to be held without them, a second postponed meeting may be held at a date and time announced at the first postponed meeting. The date and time of the second postponed meeting shall also be communicated to any members not attending the first postponed meeting. The second postponed meeting may be held without the attendance of all members as long as a majority of the percentage interests of the membership of this LLC is in attendance at the second postponed meeting. Written notice of the decisions or approvals made at this second postponed meeting shall be mailed or delivered to each nonattending member promptly after the holding of the second postponed meeting.

Written minutes of the discussions and proposals presented at a members' meeting, and the votes taken and matters approved at such meeting, shall be taken by one of the members or a person designated at the meeting. A copy of the minutes of the meeting shall be placed in the LLC's records book after the meeting.

(8) **Membership Certificates:** This LLC shall be authorized to obtain and issue certificates representing or certifying membership interests in this LLC. Each certificate shall show the name of the LLC, the name of the member, and state that the person named is a member of the LLC and is entitled to all the rights granted members of the LLC under the Articles of Organization, Certificate of Formation or a similar organizational document, this operating agreement and provisions of law. Each membership certificate shall be consecutively numbered and signed by one or more officers of this LLC. The certificates shall include any additional information considered appropriate for inclusion by the members on membership certificates.

In addition to the above information, all membership certificates shall bear a prominent legend on their face or reverse side stating, summarizing or referring to any transfer restrictions that apply to memberships in this LLC under the Articles of Organization, Certificate of Formation or a similar organizational document and/or this operating agreement, and the address where a member may obtain a copy of these restrictions upon request from this LLC.

The records book of this LLC shall contain a list of the names and addresses of all persons to whom certificates have been issued, show the date of issuance of each certificate, and record the date of all cancellations or transfers of membership certificates.

(9) **Other Business by Members:** Each member shall agree not to own an interest in, manage or work for another business, enterprise or endeavor, if such ownership or activities would compete with this LLC's business goals, mission, profitability or productivity, or would diminish or impair the member's ability to provide maximum effort and performance in managing the business of this LLC.

III. Tax and Financial Provisions

(1) **Tax Classification of LLC:** The members of this LLC intend that this LLC be initially classified as a partnership for federal and, if applicable, state income tax purposes. If this LLC is a single-member LLC, it will be initially classified as a disregarded entity. It is understood that all members may agree to change the tax treatment of this LLC by signing, or authorizing the signature of, IRS Form 8832, Entity Classification Election, and filing it with the IRS and, if applicable, the state tax department within the prescribed time limits.

(2) **Tax Year and Accounting Method:** The tax year of this LLC shall be the end of (calendar year or fiscal year). The LLC shall use the 254 (cash or accrual) method of accounting. Both the tax year and the accounting period of the LLC may be changed with the consent of all members if the LLC qualifies for such change, and may be effected by the filing of appropriate forms with the IRS and state tax authorities.

(3) **Tax Matters Partner:** If this LLC is required under Internal Revenue Code provisions or regulations, it shall designate from among its members a "tax matters partner" in accordance with Internal Revenue Code Section 6231(a)(7) and corresponding regulations, who will fulfill this role by being the spokesperson for the LLC in dealings with the IRS as required under the Internal Revenue Code and Regulations, and who will report to the members on the progress and outcome of these dealings.

(4) **Annual Income Tax Returns and Reports:** Within 60 days after the end of each tax year of the LLC, a copy of the LLC's state and federal income tax returns for the preceding tax year shall be mailed or otherwise provided to each member of the LLC, together with any additional information and forms necessary for each member to complete his or her individual state and federal income tax returns. If this LLC is classified as a partnership for income tax purposes, this additional information shall include a federal (and, if applicable, state) Form K-1 (Form 1065-Partner's Share of Income, Credits, Deductions) or equivalent income tax reporting form. This additional information shall also include a financial report, which shall include a balance sheet and profit and loss statement for the prior tax year of the LLC.

(5) **Bank Accounts:** The LLC shall designate one or more banks or other institutions for the deposit of the funds of the LLC, and shall establish savings, checking, investment and other such accounts as are reasonable and necessary for its business and investments. One or more members of the LLC shall be designated with the consent of all members to deposit and withdraw funds of the LLC, and to direct the investment of funds from, into and among such accounts. The funds of the LLC, however and wherever deposited or invested, shall not be commingled with the personal funds of any members of the LLC.

(6) **Title to Assets:** All personal and real property of this LLC shall be held in the name of the LLC, not in the names of individual members.

IV. Capital Provisions

(1) **Capital Contributions by Members:** Members shall make the following contributions of cash, property or services as shown next to each member's name below. Unless otherwise noted, cash and property described below shall be paid or delivered to the LLC on or by December 31, 2007. The fair market values of items of property or services as agreed between the LLC and the contributing member are also shown below. The percentage interest in the LLC that each member shall receive in return for his or her capital contribution is also indicated for each member.

Member Name	Description of Contribution	Fair Market Value	Percentage Interest in LLC
Manfred Sprenger	Cash	\$1,000.00	100%
Pius Sprenger	Cash		

(2) **Additional Contributions by Members:** The members may agree, from time to time by unanimous vote, to require the payment of additional capital contributions by the members, on or by a mutually agreeable date.

- (3) **Failure to Make Contributions:** If a member fails to make a required capital contribution within the time agreed for a member's contribution, the remaining members may, by unanimous vote, agree to reschedule the time for payment of the capital contribution by the late-paying member, setting any additional repayment terms, such as a late payment penalty, rate of interest to be applied to the unpaid balance, or other monetary amount to be paid by the delinquent member, as the remaining members decide. Alternatively, the remaining members may, by unanimous vote, agree to cancel the membership of the delinquent member, provided any prior partial payments of capital made by the delinquent member are refunded promptly by the LLC to the member after the decision is made to terminate the membership of the delinquent member.
- (4) **No Interest on Capital Contributions:** No interest shall be paid on funds or property contributed as capital to this LLC, or on funds reflected in the capital accounts of the members.
- (5) **Capital Account Bookkeeping:** A capital account shall be set up and maintained on the books of the LLC for each member. It shall reflect each member's capital contribution to the LLC, increased by each member's share of profits in the LLC, decreased by each member's share of losses and expenses of the LLC, and adjusted as required in accordance with applicable provisions of the Internal Revenue Code and corresponding income tax regulations.
- (6) **Consent to Capital Contribution Withdrawals and Distributions:** Members shall not be allowed to withdraw any part of their capital contributions or to receive distributions, whether in property or cash, except as otherwise allowed by this agreement and, in any case, only if such withdrawal is made with the written consent of all members.
- (7) **Allocations of Profits and Losses:** No member shall be given priority or preference with respect to other members in obtaining a return of capital contributions, distributions or allocations of the income, gains, losses, deductions, credits or other items of the LLC. The profits and losses of the LLC, and all items of its income, gain, loss, deduction and credit shall be allocated to members according to each member's percentage interest in this LLC.
- (8) **Allocation and Distribution of Cash to Members:** Cash from LLC business operations, as well as cash from a sale or other disposition of LLC capital assets, may be distributed from time to time to members in accordance with each member's percentage interest in the LLC, as may be decided by all of the members.
- (9) **Allocation of Noncash Distributions:** If proceeds consist of property other than cash, the members shall decide the value of the property and allocate such value among the members in accordance with each member's percentage interest in the LLC. If such noncash proceeds are later reduced to cash, such cash may be distributed among the members as otherwise provided in this agreement.
- (10) **Allocation and Distribution of Liquidation Proceeds:** Regardless of any other provision in this agreement, if there is a distribution in liquidation of this LLC, or when any member's interest is liquidated, all items of income and loss shall be allocated to the members' capital accounts, and all appropriate credits and deductions shall then be made to these capital accounts before any final distribution is made. A final distribution shall be made to members only to the extent of, and in proportion to, any positive balance in each member's capital account.

V. Membership Withdrawal and Transfer Provisions

- (1) **Withdrawal of Members:** A member may withdraw from this LLC by giving written notice to all other members at least 30 (thirty) days before the date the withdrawal is to be effective.
- (2) **Restrictions on the Transfer of Membership:** A member shall not transfer his or her membership in the LLC unless all nontransferring members in the LLC first agree to approve the admission of the transferee into this LLC. Further, no member may encumber a part or all of his or her membership in the LLC by mortgage, pledge, granting of a security interest, lien or otherwise, unless the encumbrance has first been approved in writing by all other members of the LLC.

Notwithstanding the above provision, any member shall be allowed to assign an economic interest in his or her membership to another person without the approval of the other members. Such an assignment shall not include a transfer of the member's voting or management rights in this LLC, and the assignee shall not become a member of the LLC.

VI. Dissolution Provisions

(1) **Events That Trigger Dissolution of the LLC:** The following events shall trigger a dissolution of the LLC, except as provided:

- (a) the death, permanent incapacity, bankruptcy, retirement, resignation or expulsion of a member, except that within 30 (thirty) days of the happening of any of these events, all remaining members of the LLC may vote to continue the legal existence of the LLC, in which case the LLC shall not dissolve;
- (b) the expiration of the term of existence of the LLC if such term is specified in the Articles of Organization, Certificate of Formation or a similar organizational document, or this operating agreement;
- (c) the written agreement of all members to dissolve the LLC;
- (d) entry of a decree of dissolution of the LLC under state law.

VII. General Provisions

(1) **Officers:** The LLC may designate one or more officers, such as a President, Vice President, Secretary and Treasurer. Persons who fill these positions need not be members of the LLC. Such positions may be compensated or noncompensated according to the nature and extent of the services rendered for the LLC as a part of the duties of each office. Ministerial services only as a part of any officer position will normally not be compensated, such as the performance of officer duties specified in this agreement, but any officer may be reimbursed by the LLC for out-of-pocket expenses paid by the officer in carrying out the duties of his or her office.

(2) **Records:** The LLC shall keep at its principal business address a copy of all proceedings of membership meetings, as well as books of account of the LLC's financial transactions. A list of the names and addresses of the current membership of the LLC also shall be maintained at this address, with notations on any transfers of members' interests to nonmembers or persons being admitted into membership in the LLC.

Copies of the LLC's Articles of Organization, Certificate of Formation or a similar organizational document, a signed copy of this operating agreement, and the LLC's tax returns for the preceding three tax years shall be kept at the principal business address of the LLC. A statement also shall be kept at this address containing any of the following information that is applicable to this LLC:

- the amount of cash or a description and value of property contributed or agreed to be contributed as capital to the LLC by each member;
- a schedule showing when any additional capital contributions are to be made by members to this LLC;
- a statement or schedule, if appropriate, showing the rights of members to receive distributions representing a return of part or all of members' capital contributions; and
- a description of, or date when, the legal existence of the LLC will terminate under provisions in the LLC's Articles of Organization, Certificate of Formation or a similar organizational document, or this operating agreement.

If one or more of the above items is included or listed in this operating agreement, it will be sufficient to keep a copy of this agreement at the principal business address of the LLC without having to prepare and keep a separate record of such item or items at this address.

Any member may inspect any and all records maintained by the LLC upon reasonable notice to the LLC. Copying of the LLC's records by members is allowed, but copying costs shall be paid for by the requesting member.

(3) **All Necessary Acts:** The members and officers of this LLC are authorized to perform all acts necessary to perfect the organization of this LLC and to carry out its business operations expeditiously and efficiently. The Secretary of the LLC, or other officers, or all members of the LLC, may certify to other businesses, financial institutions and individuals as to the authority of one or more members or officers of this LLC to transact specific items of business on behalf of the LLC.

(4) **Mediation and Arbitration of Disputes Among Members:** In any dispute over the provisions of this operating agreement and in other disputes among the members, if the members cannot resolve the dispute to their mutual satisfaction,

the matter shall be submitted to mediation. The terms and procedure for mediation shall be arranged by the parties to the dispute.

If good-faith mediation of a dispute proves impossible or if an agreed-upon mediation outcome cannot be obtained by the members who are parties to the dispute, the dispute may be submitted to arbitration in accordance with the rules of the American Arbitration Association. Any party may commence arbitration of the dispute by sending a written request for arbitration to all other parties to the dispute. The request shall state the nature of the dispute to be resolved by arbitration, and, if all parties to the dispute agree to arbitration, arbitration shall be commenced as soon as practical after such parties receive a copy of the written request.

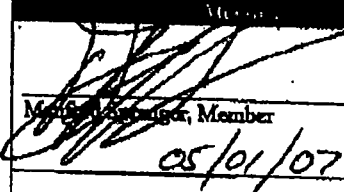
All parties shall initially share the cost of arbitration, but the prevailing party or parties may be awarded attorney fees, costs and other expenses of arbitration. All arbitration decisions shall be final, binding and conclusive on all the parties to arbitration, and legal judgment may be entered based upon such decision in accordance with applicable law in any court having jurisdiction to do so.

(5) Entire Agreement: This operating agreement represents the entire agreement among the members of this LLC, and it shall not be amended, modified or replaced except by a written instrument executed by all the parties to this agreement who are current members of this LLC as well as any and all additional parties who become members of this LLC after the adoption of this agreement. This agreement replaces and supercedes all prior written and oral agreements among any and all members of this LLC.

(6) Severability: If any provision of this agreement is determined by a court or arbitrator to be invalid, unenforceable or otherwise ineffective, that provision shall be severed from the rest of this agreement, and the remaining provisions shall remain in effect and enforceable.

VIII. Signatures of Members and Spouses

- (1) **Execution of Agreement:** In witness whereof, the members of this LLC sign and adopt this agreement as the operating agreement of this LLC.
- (2) **Consent of Spouses:** The undersigned are spouses of members of this LLC who have signed this operating agreement in the preceding provision. These spouses have read this agreement and agree to be bound by its terms in any matter in which they have a financial interest, including restrictions on the transfer of memberships and the terms under which memberships in this LLC may be sold or otherwise transferred.

Spouse (write "NONE" if No Spouse)	
 _____ Member 05/01/07 Date	_____ _____ Date
_____ Member _____ Date	_____ _____ Date
_____ Member _____ Date	_____ _____ Date
_____ Member _____ Date	_____ _____ Date

IX. SUPERSEDURE OF CONTRARY STATE LAW

This Operating Agreement is intended for use by Limited Liability Companies in many states. It is the intention of the members that to the extent this agreement is contrary to the laws of the state in which its Articles of Organization have been filed, that the laws of that state, to the extent they are contrary to the provisions set forth herein, shall be controlling, and remaining, non-inconsistent provisions shall survive.

EXHIBIT 11

Personal Guarantee

NOTICE TO GUARANTOR

RE: Loan by Lender, Small Business Loan Source LLC to MS Production Solutions LLC, a South Carolina Limited Liability Company dba Szabo Steel Fabricators, in the amount of \$1,457,000.00.

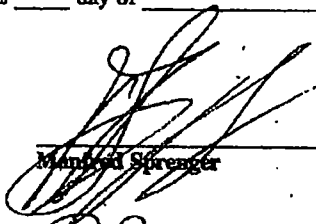
You are being asked to guarantee this debt. Think carefully before you do. If Borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if Borrower does not pay. You may also have to pay late fees, attorneys' fees and/or collection costs, which increase this amount.

The creditor can collect this debt from you without first trying to collect from Borrower. The creditor can use the same collection methods against you that can be used against Borrower (i.e. filing a lawsuit). If this debt is ever in default, that fact may become a part of YOUR credit record.

This notice is not the contract that makes you liable for the debt.

I hereby acknowledge a copy of this notice on this 17th day of August, 2007.



Patricia Sprenger



Patricia Sprenger

EXHIBIT 12

Tax Records

Form **1040** Department of the Treasury—Internal Revenue Service (99) **U.S. Individual Income Tax Return** **2014** OMB No. 1545-0074 IRS Use Only—Do not write or staple in this space.

For the year Jan. 1–Dec. 31, 2014, or other tax year beginning 2014, ending 2014, See separate instructions.

Your first name and initial **MANFRED** Last name **SPRENGER** Your social security number [REDACTED]

If a joint return, spouse's first name and initial **PATRICIA** Last name **SPRENGER** Spouse's social security number [REDACTED]

Home address (number and street). If you have a P.O. box, see instructions. **308 SHAGBARK CIRCLE** Apt. no. [REDACTED] **▲ Make sure the SSN(s) above and on line 6c are correct.**

City, town or post office, state, and ZIP code. If you have a foreign address, also complete spaces below (see instructions). **SIMPSONVILLE SC 29680**

Foreign country name Foreign province/state/country Foreign postal code **Presidential Election Campaign** Check here if you, or your spouse if filing jointly, want \$3 to go to this fund. Checking a box below will not change your tax or refund. ☐ You ☐ Spouse

Filing Status 1 ☐ Single 4 ☐ Head of household (with qualifying person). (See instructions.) If the qualifying person is a child but not your dependent, enter this child's name here. 2 ☒ Married filing jointly (even if only one had income) 5 ☐ Qualifying widow(er) with dependent child 3 ☐ Married filing separately. Enter spouse's SSN above and full name here. **Check only one box.**

Exemptions 6a ☒ Yourself. If someone can claim you as a dependent, do not check box 6a 6b ☒ Spouse } Boxes checked on 6a and 6b **2**

c Dependents: (1) First name Last name (2) Dependent's social security number (3) Dependent's relationship to you (4) ☒ If child under age 17, qual. for child tax credit (see instr.) No. of children on 6c who: ☐ lived with you ☐ did not live with you due to divorce or separation (see instructions) Dependents on 6c not entered above Add numbers on lines above **2**

d Total number of exemptions claimed **2**

Income 7 Wages, salaries, tips, etc. Attach Form(s) W-2 7 8a Taxable interest. Attach Schedule B if required 8a 8b Tax-exempt interest. Do not include on line 8a 8b 9a Ordinary dividends. Attach Schedule B if required 9a 9b Qualified dividends 9b 10 Taxable refunds, credits, or offsets of state and local income taxes 10 11 Alimony received 11 12 Business income or (loss). Attach Schedule C or C-EZ 12 **64,694** 13 Capital gain or (loss). Attach Schedule D if required. If not required, check here ☐ 13 **-3,000** 14 Other gains or (losses). Attach Form 4797 14 15a IRA distributions 15a b Taxable amount 15b 16a Pensions and annuities 16a b Taxable amount 16b 17 Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E 17 18 Farm income or (loss). Attach Schedule F 18 19 Unemployment compensation 19 20a Social security benefits 20a b Taxable amount 20b 21 Other income. List type and amount **PRIOR YEAR NOL** 21 **-366,493** 22 Combine the amounts in the far right column for lines 7 through 21. This is your total income **22 -304,799**

Adjusted Gross Income 23 Educator expenses 23 24 Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ 24 25 Health savings account deduction. Attach Form 8889 25 26 Moving expenses. Attach Form 3903 26 27 Deductible part of self-employment tax. Attach Schedule SE 27 **4,318** 28 Self-employed SEP, SIMPLE, and qualified plans 28 29 Self-employed health insurance deduction 29 **23,449** 30 Penalty on early withdrawal of savings 30 31a Alimony paid b Recipient's SSN ☐ 31a 32 IRA deduction 32 33 Student loan interest deduction 33 34 Tuition and fees. Attach Form 8917 34 35 Domestic production activities deduction. Attach Form 8903 35 36 Add lines 23 through 35 36 **27,767** 37 Subtract line 36 from line 22. This is your adjusted gross income **37 -332,566**

Form 1040 (2014) **MANFRED & PATRICIA SPRENGER**

Page 2

Tax and Credits**Standard Deduction for—**

• People who check any box on line 39a or 39b or who can be claimed as a dependent, see instructions.

• All others:
Single or Married filing separately, \$6,200
Married filing jointly or Qualifying widow(er), \$12,400
Head of household, \$9,100

38	Amount from line 37 (adjusted gross income)	38	-332,566
39a	Check ☐ You were born before January 2, 1950, ☐ Blind. ☐ Spouse was born before January 2, 1950, ☐ Blind. Total boxes checked ☐ 39a		
b	If your spouse itemizes on a separate return or you were a dual-status alien, check here ☐ 39b		
40	Itemized deductions (from Schedule A) or your standard deduction (see left margin)	40	20,246
41	Subtract line 40 from line 38	41	-352,812
42	Exemptions. If line 38 is \$152,525 or less, multiply \$3,950 by the number on line 4d. Otherwise, see instructions	42	7,900
43	Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, enter -0-	43	0
44	Tax (see instr.). Check if any from: a ☐ Form(s) 8814 b ☐ Form 4972 c ☐	44	0
45	Alternative minimum tax (see instructions). Attach Form 6251	45	
46	Excess advance premium tax credit repayment. Attach Form 8962	46	
47	Add lines 44, 45, and 46	47	
48	Foreign tax credit. Attach Form 1116 if required	48	
49	Credit for child and dependent care expenses. Attach Form 2441	49	
50	Education credits from Form 8863, line 19	50	
51	Retirement savings contributions credit. Attach Form 8880	51	
52	Child tax credit. Attach Schedule 8812, if required	52	
53	Residential energy credits. Attach Form 5695	53	
54	Other credits from Form: a ☐ 3800 b ☐ 8801 c ☐	54	
55	Add lines 48 through 54. These are your total credits	55	
56	Subtract line 55 from line 47. If line 55 is more than line 47, enter -0-	56	0

Other Taxes

57	Self-employment tax. Attach Schedule SE	57	8,636
58	Unreported social security and Medicare tax from Form: a ☐ 4137 b ☐ 8919	58	
59	Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required	59	
60a	Household employment taxes from Schedule H	60a	
b	First-time homebuyer credit repayment. Attach Form 5405 if required	60b	
61	Health care: individual responsibility (see instructions) Full-year coverage ☒	61	
62	Taxes from: a ☐ Form 8959 b ☐ Form 8960 c ☐ Instructions; enter code(s)	62	
63	Add lines 56 through 62. This is your total tax	63	8,636

Payments

If you have a qualifying child, attach Schedule EIC.

64	Federal income tax withheld from Forms W-2 and 1099	64	
65	2014 estimated tax payments and amount applied from 2013 return	65	
66a	Earned income credit (EIC)	66a	
b	Nontaxable combat pay election ☐ 66b		
67	Additional child tax credit. Attach Schedule 8812	67	
68	American opportunity credit from Form 8863, line 8	68	
69	Net premium tax credit. Attach Form 8962	69	
70	Amount paid with request for extension to file	70	
71	Excess social security and tier 1 RRTA tax withheld	71	
72	Credit for federal tax on fuels. Attach Form 4136	72	
73	Credits from Form: a ☐ 2439 b ☒ Reserved c ☒ Reserved d ☐	73	
74	Add lines 64, 65, 66a, and 67 through 73. These are your total payments	74	

Refund

Direct deposit? ☐
See instructions.

75	If line 74 is more than line 63, subtract line 63 from line 74. This is the amount you overpaid	75	
76a	Amount of line 75 you want refunded to you. If Form 8888 is attached, check here ☐	76a	
b	Routing number	c	Type: ☐ Checking ☐ Savings
d	Account number		
77	Amount of line 75 you want applied to your 2015 estimated tax	77	

Amount You Owe

78	Amount you owe. Subtract line 74 from line 63. For details on how to pay, see instructions	78	8,779
79	Estimated tax penalty (see instructions)	79	143

Third Party Designee

Do you want to allow another person to discuss this return with the IRS (see instructions)? ☒ Yes. Complete below. ☐ No

Designee's name **BENJAMIN O'DELL** Personal identification number (PIN) **25705**

Phone no. **864-963-3467**

Sign Here

Joint return? ☐
See instr.
Keep a copy for your records.

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Your signature **CEO** Date **05/14/15** Your occupation **HOUSEWIFE**

Spouse's signature. If a joint return, both must sign. Date **05/14/15** Spouse's occupation **HOUSEWIFE**

If the IRS sent you an Identity Protection PIN, enter it here (see instr.)

Paid

Print/Type preparer's name **BENJAMIN O'DELL** Preparer's signature **BENJAMIN O'DELL** Date **05/14/15** Check ☐ self-employed ☐ PTIN **P01281657**

Preparer Firm's name **SAUNDERS O'DELL PA** Firm's EIN **57-0812016**

Use Only Firm's address **210 E TRADE ST** Phone no. **864-963-3467**
SIMPSONVILLE SC 29681-2632

1022



STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
2014 INDIVIDUAL INCOME TAX RETURN

SC 1040
(Rev. 7/29/14)
3075



Your social security number	Check if deceased ☐
Spouse's social security number	Check if deceased ☐

DO NOT USE THIS FORM TO FILE A
CORRECTED RETURN. SEE SC1040
INSTRUCTIONS FOR ADDITIONAL
INFORMATION.

For the year January 1 - December 31, 2014, or fiscal tax year beginning		2014 and ending		2015	
Print your first name and initial MANFRED		Last name SPRENGER		Suff.	
Spouse's first name, if married filing jointly PATRICIA		Last name SPRENGER			
Check if new address ☐	Mailing address (number and street, Apt. no or P. O. Box) Foreign address, see instructions 308 SHAGBARK CIRCLE			County code 23	
City SIMPSONVILLE	State SC	Zip 29680	Area code 803	Daytime telephone 548-5978	
Check if address is outside U.S. ☐	Foreign country address including Postal code (see instructions)				
Check this box if you are filing SC Schedule NR (Part year/Nonresident) ☐					
Check this box ONLY if filing a composite return on behalf of a partnership or "S" corporation. Do not check this box if you are an individual. ☐					
Check this box if you have filed a federal or state extension ☐					
Check this box if you served in a Military COMBAT ZONE during the filing period ☐					
Enter the name of the combat zone: _____					
Check this box if this return is affected by a federally declared DISASTER AREA ☐					
Enter the name of the disaster area: _____					
CHECK YOUR FEDERAL FILING STATUS (1) ☐ Single (3) ☐ Married filing separately. Enter spouse's SSN here: _____ (2) ☒ Married filing jointly (4) ☐ Head-of-household (5) ☐ Widow(er) with dependent child					

Federal Exemptions

Enter the number of exemptions from your 2014 federal return ▶ 2
 Enter the number of exemptions listed above that were under the age of 6 years on December 31, 2014 ▶ _____
 Enter the number of taxpayers age 65 or older, as of December 31, 2014 ▶ _____

Dependents:

First name	Last name	Social security number	Relationship	Date of birth (MM/DD/YYYY)

30751028

MSP000174

729

Form **1040** Department of the Treasury — Internal Revenue Service (99) **U.S. Individual Income Tax Return** **2013** OMB No. 1545-0074 IRS Use Only — Do not write or staple in this space.

For the year Jan 1 - Dec 31, 2013, or other tax year beginning , 2013, ending , 20

Your first name and initial **MANFRED SPRENGER** Last name

If a joint return, spouse's first name and initial **PATRICIA SPRENGER** Last name

Home address (number and street). If you have a P.O. box, see instructions. **308 SHAGBARK CIRCLE** Apartment no.

City, town or post office, state, and ZIP code. If you have a foreign address, also complete spaces below (see instructions). **SIMPSONVILLE, SC 29680**

Foreign country name Foreign province/state/country Foreign postal code

See separate instructions.
Your social security number
Spouse's social security number

▲ Make sure the SSN(s) above and on line 6c are correct.

Presidential Election Campaign
Check here if you, or your spouse if filing jointly, want \$3 to go to this fund? Checking a box below will not change your tax or refund. ☐ You ☐ Spouse

Filing Status

1 ☐ Single

2 ☒ Married filing jointly (even if only one had income)

3 ☐ Married filing separately. Enter spouse's SSN above & full name here

4 ☐ Head of household (with qualifying person). (See instructions.) If the qualifying person is a child but not your dependent, enter this child's name here

5 ☐ Qualifying widow(er) with dependent child

Check only one box.

Exemptions

6a ☒ Yourself. If someone can claim you as a dependent, do not check box 6a

b ☒ Spouse

c Dependents:

(1) First name	Last name	(2) Dependent's social security number	(3) Dependent's relationship to you	(4) ☒ if child under age 17 qualifying for child tax cr (see instrs)

If more than four dependents, see instructions and check here ☐

Boxes checked on 6a and 6b **2**

No. of children on 6c who:

- ☐ lived with you
- ☐ did not live with you due to divorce or separation (see instrs)

Dependents on 6c not entered above

Add numbers on lines above **2**

d Total number of exemptions claimed

Income

7 Wages, salaries, tips, etc. Attach Form(s) W-2 **7**

8a Taxable interest. Attach Schedule B if required. **8a**

b Tax-exempt interest. Do not include on line 8a **8b**

9a Ordinary dividends. Attach Schedule B if required **9a**

b Qualified dividends **9b**

10 Taxable refunds, credits, or offsets of state and local income taxes **10**

11 Alimony received **11**

12 Business income or (loss). Attach Schedule C or C-EZ **12** **50,745.**

13 Capital gain or (loss). Att Sch D if reqd. If not reqd, ck here. **13** **-3,000.**

14 Other gains or (losses). Attach Form 4797 **14**

15a IRA distributions **15a** b Taxable amount **15b**

16a Pensions and annuities **16a** b Taxable amount **16b**

17 Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E **17**

18 Farm income or (loss). Attach Schedule F **18**

19 Unemployment compensation **19**

20a Social security benefits **20a** b Taxable amount **20b**

21 Other income **NOL** **21** **-372,770.**

22 Combine the amounts in the far right column for lines 7 through 21. This is your total income **22** **-325,025.**

Adjusted Gross Income

23 Educator expenses **23**

24 Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ **24**

25 Health savings account deduction. Attach Form 8889 **25**

26 Moving expenses. Attach Form 3903 **26**

27 Deductible part of self-employment tax. Attach Schedule SE **27** **3,585.**

28 Self-employed SEP, SIMPLE, and qualified plans **28**

29 Self-employed health insurance deduction **29** **21,545.**

30 Penalty on early withdrawal of savings **30**

31a Alimony paid b Recipient's SSN **31a**

32 IRA deduction **32**

33 Student loan interest deduction **33**

34 Tuition and fees. Attach Form 8917 **34**

35 Domestic production activities deduction. Attach Form 8903 **35**

36 Add lines 23 through 35 **36** **25,130.**

37 Subtract line 36 from line 22. This is your adjusted gross income **37** **-350,155.**

Tax and Credits**Standard Deduction for —**

• People who check any box on line 39a or 39b or who can be claimed as a dependent, see instructions.

• All others:

Single or Married filing separately, \$6,100

Married filing jointly or Qualifying widow(er), \$12,200

Head of household, \$8,950

38 Amount from line 37 (adjusted gross income) 38 -350,155.

39a Check ☐ You were born before January 2, 1949, ☐ Blind. Total boxes if: ☐ Spouse was born before January 2, 1949, ☐ Blind. checked ☒ 39a

b If your spouse itemizes on a separate return or you were a dual-status alien, check here. 39b ☐

40 Itemized deductions (from Schedule A) or your standard deduction (see left margin). 40 19,138.

41 Subtract line 40 from line 38. 41 -369,293.

42 Exemptions. If line 38 is \$150,000 or less, multiply \$3,900 by the number on line 6d. Otherwise, see instrs. 42 7,800.

43 Taxable income. Subtract line 42 from line 41. 43 0.

If line 42 is more than line 41, enter -0-.

44 Tax (see instrs). Check if any from: a ☐ Form(s) 8814 c ☐

b ☐ Form 4972. 44 0.

45 Alternative minimum tax (see instructions). Attach Form 6251. 45 0.

46 Add lines 44 and 45. 46 0.

47 Foreign tax credit. Attach Form 1116 if required. 47

48 Credit for child and dependent care expenses. Attach Form 2441. 48

49 Education credits from Form 8863, line 19. 49

50 Retirement savings contributions credit. Attach Form 8880. 50

51 Child tax credit. Attach Schedule 8812, if required. 51

52 Residential energy credits. Attach Form 5695. 52

53 Other crs from Form: a ☐ 3800 b ☐ 8801 c ☐ 53

54 Add lines 47 through 53. These are your total credits. 54

55 Subtract line 54 from line 46. If line 54 is more than line 46, enter -0-. 55 0.

Other Taxes

56 Self-employment tax. Attach Schedule SE. 56 7,170.

57 Unreported social security and Medicare tax from Form: a ☐ 4137 b ☐ 8919. 57

58 Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required. 58

59a Household employment taxes from Schedule H. 59a

b First-time homebuyer credit repayment. Attach Form 5405 if required. 59b

60 Taxes from: a ☐ Form 8959 b ☐ Form 8960 c ☐ Instrs; enter code(s) 60

61 Add lines 55-60. This is your total tax. 61 7,170.

Payments

If you have a qualifying child, attach Schedule EIC.

62 Federal income tax withheld from Forms W-2 and 1099. 62

63 2013 estimated tax payments and amount applied from 2012 return. 63

64a Earned income credit (EIC). NO 64a

b Nontaxable combat pay election. 64b

65 Additional child tax credit. Attach Schedule 8812. 65

66 American opportunity credit from Form 8863, line 8. 66

67 Reserved. 67

68 Amount paid with request for extension to file. 68

69 Excess social security and tier 1 RRTA tax withheld. 69

70 Credit for federal tax on fuels. Attach Form 4136. 70

71 Credits from Form: a ☐ 2439 b ☐ Reserved c ☐ 8885 d ☐ 71

72 Add lns 62, 63, 64a, & 65-71. These are your total pmts. 72 0.

Refund

73 If line 72 is more than line 61, subtract line 61 from line 72. This is the amount you overpaid. 73

74a Amount of line 73 you want refunded to you. If Form 8888 is attached, check here. 74a

b Routing number. c Type: ☐ Checking ☐ Savings

d Account number. 74

Direct deposit? See instructions.

75 Amount of line 73 you want applied to your 2014 estimated tax. 75

Amount You Owe

76 Amount you owe. Subtract line 72 from line 61. For details on how to pay see instructions. 76 7,276.

77 Estimated tax penalty (see instructions). 77 106.

Third Party Designee

Do you want to allow another person to discuss this return with the IRS (see instructions)? ☒ Yes. Complete below. ☐ No

Designee's name ☒ MARC L. SAUNDERS Phone no. ☒ 8649633467 Personal identification number (PIN) ☒ 72391

Sign Here

Joint return? See instructions.

Keep a copy for your records.

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Your signature Date Your occupation Daytime phone number

Spouse's signature. If a joint return, both must sign. Date Spouse's occupation If the IRS sent you an Identity Protection PIN, enter it here (see instrs)

HOUSEWIFE

Print/Type preparer's name Preparer's signature Date Check ☐ if self-employed PTIN

MARC L. SAUNDERS MARC L. SAUNDERS P00062472

Paid Preparer Use Only

Firm's name ☒ SAUNDERS O'DELL P.A.

Firm's address ☒ 210 EAST TRADE STREET Firm's EIN ☒ 57-0812016

SIMPSONVILLE, SC 29681 Phone no. (864) 963-3467

1030



STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
2013 INDIVIDUAL INCOME TAX RETURN

SC1040(Rev. 8/20/13)
3075

Your social security number [REDACTED]	Check if deceased ☐
Spouse's social security number [REDACTED]	Check if deceased ☐

**DO NOT USE THIS FORM TO FILE A
CORRECTED RETURN. SEE SC1040
INSTRUCTIONS FOR ADDITIONAL
INFORMATION.**

For the year January 1 - December 31, 2013, or fiscal tax year beginning		2013 and ending		2014	
Enter your first name and initial MANFRED			Last name SPRENGER		Suff.
Spouse's first name, if married filing jointly PATRICIA			Last name SPRENGER		
Check if new address ☐	Mailing address (number and street, Apt. No or P.O. Box) Foreign address, see instructions 308 SHAGBARK CIRCLE				County code 23
City SIMPSONVILLE	State SC	Zip 29680	Area Code Daytime telephone		
Check if address is outside US ☐	Foreign country address including Postal code (see instructions)				
Check this box if you are filing SC Schedule NR (Part year/Nonresident) ☐					
Check this box ONLY if filing a composite return on behalf of the nonresident partners/shareholders of a partnership or 'S' corporation ☐					
Check this box if you have filed a federal or state extension ☐					
Check this box if you served in a Military COMBAT ZONE during the filing period. ☐					
Enter the name of the combat zone:					
Check this box if this return is affected by a federally declared DISASTER AREA. ☐					
Enter the name of the disaster area:					
CHECK YOUR FEDERAL FILING STATUS					
(1) ☐ Single		(3) ☐ Married filing separately. Enter spouse's SSN here: _____			
(2) ☒ Married filing jointly		(4) ☐ Head-of-household		(5) ☐ Widow(er) with dependent child	

Federal ExemptionsEnter the number of exemptions from your 2013 federal return Enter the number of exemptions listed above that were under the age of 6 years on December 31, 2013 Enter the number of taxpayers age 65 or older, as of December 31, 2013. **Dependents:**

First name	Last name	Social security number	Relationship	Date of birth (MM/DD/YYYY)

SCIA0112L 11/25/13

30751028

MSP000195

733



2013

INCOME AND ADJUSTMENTS

1 Enter federal taxable income from your federal form. If zero or less, enter zero here. Dollars

Nonresident filers complete Schedule NR and enter total from line 50 on line 5 below. 0.00

ADDITIONS TO FEDERAL TAXABLE INCOME

a State tax addback, if itemizing on federal return (See instructions). 248.00

b Out-of-state losses (See instructions)

Check type of loss: ☐ Rental ☐ Business ☐ Other

c Expenses related to National Guard and Military Reserve income. 00

d Interest income on obligations of states and political subdivisions other than South Carolina. 00

e Other additions to income. Attach an explanation (See instructions). 00

2 Add lines a through e and enter the total here. These are your total additions. 248.00

3 Add lines 1 and 2 and enter the total here. 248.00

SUBTRACTIONS FROM FEDERAL TAXABLE INCOME

f State tax refund, if included on your federal return. 00

g Total and permanent disability retirement income, if taxed on your federal return. 00

h Out-of-state income/gain — Do not include personal service income (See instructions)

Check type of income/gain: ☐ Rental ☐ Business ☐ Other

i 44% of net capital gains held for more than one year (See instructions). 00

j Volunteer deductions (See instructions) Check type of deduction:

☐ Firefighter ☐ HazMat ☐ Rescue Squad

☐ DNR ☐ Reserve Police ☐ Other

k Contributions to the SC College Investment Program ('Future Scholar') or the SC Tuition Prepayment Program (See instructions). 00

l Active Trade or Business Income deduction (See instructions). 00

m Interest income from obligations of the US government. 00

n Certain nontaxable National Guard or Reserve Pay (See instructions). 00

o Social security and/or railroad retirement, if taxed on your federal return. 00

p Caution: Retirement Deduction (See instructions)

p-1 Taxpayer: date of birth 00

p-2 Spouse: date of birth 00

p-3 Surviving spouse #1: date of birth of deceased spouse 00

p-4 Surviving spouse #2: date of birth of deceased spouse 00

q Age 65 and older deduction (See instructions)

q-1 Taxpayer: date of birth 00

q-2 Spouse: date of birth 00

r Negative amount of federal taxable income. 377,093.00

s Subsistence allowance _____ days @ \$8.00. 00

t Dependents under the age of 6 years on December 31 of the tax year. 00

u Consumer Protection Services. 00

v Other subtractions (See instructions). 00

4 Add lines f through v and enter here. These are your total subtractions. 377,093.00

5 Residents subtract line 4 from line 3 and enter the difference. Nonresidents enter amount from Schedule NR, line 50. If less than zero enter zero here. This is your **SOUTH CAROLINA INCOME SUBJECT TO TAX.** 0.00

6 TAX: enter tax from SOUTH CAROLINA tax tables. 0.00

7 TAX on Lump Sum Distribution (Attach SC4972). 00

8 TAX on Active Trade or Business Income (Attach I-335). 00

9 TAX on excess withdrawals from Catastrophe Savings Accounts. 00

10 Add lines 6 through 9 and enter the total here. This is your **TOTAL SOUTH CAROLINA TAX.** 0.00

11 Child and Dependent Care (See instructions). 00

12 Two Wage Earner Credit (See instructions). 00

13 Other non-refundable credits. Attach SC1040TC and other state return(s). 00

14 TOTAL non-refundable credits. Add lines 11 through 13 and enter the total here. 00

15 SUBTRACT line 14 from line 10. Enter the difference BUT NOT LESS THAN ZERO here. 0.00

SC10112L 11/25/13

30752026

MSP000196

734

EXHIBIT 13

Loan from Sprenger and Priority Judgments

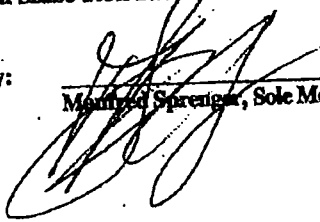
**SBA LOAN NO. PLP-263-273-5006
SMALL BUSINESS LOAN SOURCE LLC
LOAN TO
MS PRODUCTION SOLUTIONS LLC
dba Szabo Steel Fabricators
IN THE AMOUNT OF \$1,457,000.00**

EQUITY STATEMENT

The attached paid receipts, bank deposit tickets and/or bank statements or other proof represent a cash injection into the business in the amount of \$300,000.00 as required under the terms of the Authorization and Loan Agreement with the United States Small Business Administration, regarding the above referenced loan.

Executed and dated this 17th day of August, 2007.

BORROWER:
MS PRODUCTION SOLUTIONS LLC
a South Carolina Limited Liability Company
dba Szabo Steel Fabricators

By: 

Matthew Sprenger, Sole Member/Manager

Greenville County 13th Judicial Circuit Public Index


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[Family Court Public Index](#)

Switch View

Nayan Bhair Desai , plaintiff, et al vs. MS Production Solutions LLC

Case Number:	2013CP2300564	Court Agency:	Greenville County Common Pleas	Filed Date:	01/29/2013
Case Type:	Common Pleas	Case Sub Type:	Debt Collection 110	File Type:	Non-Jury
Status:	Judgment	Assigned Judge:			
Disposition:	Judgment	Disposition Date:	01/02/2015	Disposition Judge:	Verdin, Letitia H
Original Source Doc:		Original Case #:			
Judgment Number:	2013CP2300564	Court Roster:			

Case Parties Judgments Tax Map Information Associated Cases Actions Financials

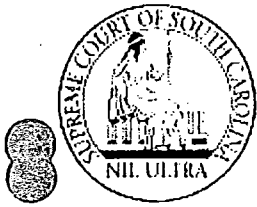
For:	Desai, Nayan Bhair	Against:	MS Production Solutions LLC	Judg. Amount:	\$25,335.48	Judgment Date:	01/02/2015
Description:	Judgment/Judgment	Disposition:		Disp. Date:		Date Entered/Last Changed	01/02/2015 --
Notes:	None						

Judgment Details

Claims Code		Detail Desc.		Detail Amount		Detail Date	
None							
For:	Desai, Geera	Against:	MS Production Solutions LLC	Judg. Amount:	\$25,335.48	Judgment Date:	01/02/2015
Description:	Judgment/Judgment	Disposition:		Disp. Date:		Date Entered/Last Changed	01/02/2015 --
Notes:	None						

Judgment Details

Claims Code	Detail Desc.	Detail Amount	Detail Date
None			



Greenville County 13th Judicial Circuit Public Index

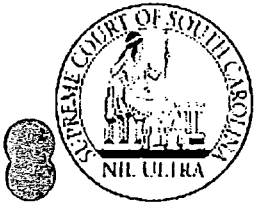

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[Switch View](#)

Triad Metals International vs. MS Production Solutions LLC

Case Number:	2013CP2302645	Court Agency:	Greenville County Common Pleas	Filed Date:	05/13/2013
Case Type:	Common Pleas	Case Sub Type:	Debt Collection 110	File Type:	Non-Jury
Status:	Judgment	Assigned Judge:			
Disposition:	Default Uncontested	Disposition Date:	06/08/2015	Disposition Judge:	Stilwell, Robin B.
Original Source Doc:		Original Case #:			
Judgment Number:	2013CP2302645	Court Roster:			

Case Parties Judgments Tax Map Information Associated Cases Actions Financials

For:	Triad Metals International	Against:	MS Production Solutions LLC	Judg. Amount:	\$25,779.39	Judgment Date:	06/08/2015
Description:	Judgment/ Default	Disposition:		Disp. Date:		Date Entered/ Last Changed	06/08/2015 --
Notes:	None						
Judgment Details							
Claims Code		Detail Desc.		Detail Amount		Detail Date	
None							



Greenville County 13th Judicial Circuit Public Index


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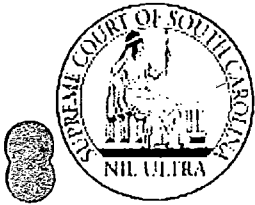
Switch View

RG Steel Wheeling LLC vs. MS Production Solutions LLC

Case Number:	2014CP2305813	Court Agency:	Greenville County Common Pleas	Filed Date:	10/21/2014
Case Type:	Common Pleas	Case Sub Type:	Foreign Judgment 710	File Type:	Non-Jury
Status:	Judgment	Assigned Judge:			
Disposition:	Judgment	Disposition Date:	10/21/2014	Disposition Judge:	Clerk Of Court C P, G S, And Family Court
Original Source Doc:		Original Case #:			
Judgment Number:	2014CP2305813	Court Roster:			

Case Parties Judgments Tax Map Information Associated Cases Actions Financials

For:	RG Steel Wheeling LLC	Against:	MS Production Solutions LLC	Judg. Amount:	\$10,739.00	Judgment Date:	10/21/2014
Description:	Judgment/Foreign Judgment	Disposition:		Disp. Date:		Date Entered/Last Changed	10/21/2014 --
Notes:	None						
Judgment Details							
Claims Code		Detail Desc.		Detail Amount		Detail Date	
CST		Court Costs / Filing Fees		\$293.00		10/21/2014	



Greenville County 13th Judicial Circuit Public Index


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Quincy Joist Company vs. MS Production Solutions LLC

Case Number:	2014CP2306031	Court Agency:	Greenville County Common Pleas	Filed Date:	11/04/2014
Case Type:	Common Pleas	Case Sub Type:	Foreign Judgment 710	File Type:	Non-Jury
Status:	Judgment	Assigned Judge:			
Disposition:	Judgment	Disposition Date:	11/04/2014	Disposition Judge:	Clerk Of Court C P, G S, And Family Court
Original Source Doc:		Original Case #:			
Judgment Number:	2014CP2306031	Court Roster:			

Case Parties Judgments Tax Map Information Associated Cases Actions Financials

For:	Quincy Joist Company	Against:	MS Production Solutions LLC	Judg. Amount:	\$65,911.75	Judgment Date:	11/04/2014
Description:	Judgment/Foreign Judgment	Disposition:		Disp. Date:		Date Entered/Last Changed	11/04/2014 --
Notes:	None						

Judgment Details

Claims Code	Detail Desc.	Detail Amount	Detail Date
None			



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[Family Court Public Index](#)

Switch View

Hertz Equipment Rental Corp vs. MS Production Solutions LLC

Case Number:	2014CP2306865	Court Agency:	Greenville County Common Pleas	Filed Date:	12/15/2014
Case Type:	Common Pleas	Case Sub Type:	Debt Collection 110	File Type:	Non-Jury
Status:	Judgment	Assigned Judge:			
Disposition:	Default Uncontested	Disposition Date:	07/27/2015	Disposition Judge:	Hall, Daniel Dewitt
Original Source Doc:		Original Case #:			
Judgment Number:	2014CP2306865	Court Roster:			

Case Parties Judgments Tax Map Information Associated Cases Actions Financials

For:	Hertz Equipment Rental Corp	Against:	MS Production Solutions LLC	Judg. Amount:	\$6,981.62	Judgment Date:	07/27/2015
Description:	Judgment/Default	Disposition:		Disp. Date:		Date Entered/Last Changed	07/27/2015 --
Notes:	None						

Judgment Details

Claims Code	Detail Desc.	Detail Amount	Detail Date
None			



2007084572 NTG
48 PGS
Book:MO 4837 Page:375-414
August 22, 2007 11:54:46 AM
Rec:\$48.00 Cnty Tax:\$0.00 State Tax:\$0.00
FILED IN GREENVILLE COUNTY, SC

**MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS,
AND FIXTURE FILING**

by

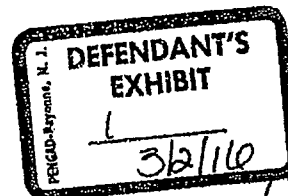
MS PRODUCTION SOLUTIONS LLC
a South Carolina Limited Liability Company
-and-
MANFRED SPRENGER and spouse, PATRICIA SPRENGER

to and for the benefit of

SMALL BUSINESS LOAN SOURCE LLC
a Nevada Limited Liability Company

**THIS DOCUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:**

McCrary & Clark, L.L.P.
Attorneys at Law
3900 Essex Lane, Suite 620
Houston, Texas 77027



**MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF LEASES AND RENTS
AND FIXTURE FILING**

THIS MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, AND FIXTURE FILING (the "Mortgage") is made as of the 17th day of August, 2007, by **MS PRODUCTION SOLUTIONS LLC**, a South Carolina Limited Liability Company -and- **MANFRED SPRENGER and spouse, PATRICIA SPRENGER** ("Mortgagor") whose address is 233 Beverly Road, Greenville, South Carolina 29609, to and for the benefit of **SMALL BUSINESS LOAN SOURCE LLC**, a Nevada Limited Liability Company, its successors and assigns ("Mortgagee") whose address is 9801 Westheimer, Suite 1100, Houston, Texas 77042:

RECITALS :

(A) Mortgagee has agreed to loan to MS PRODUCTION SOLUTIONS LLC, a South Carolina Limited Liability Company dba Szabo Steel Fabricators, the principal amount of One Million Four Hundred Fifty-Seven Thousand and No/100 Dollars (\$1,457,000.00) (the "Loan"). The Loan shall be evidenced by a certain Promissory Note of even date herewith (as amended, restated or replaced from time to time, the "Note") made by MS PRODUCTION SOLUTIONS LLC, a South Carolina Limited Liability Company dba Szabo Steel Fabricators, ("Maker" or "Borrower" or "Mortgagor") payable to Mortgagee in the principal amount of the Loan and due on the date which is thirteen (13) years from date of Note (the "Maturity Date"), except as may be accelerated pursuant to the terms hereof or of the Note or any other Loan Document (as defined in the Note). The loan is made under SBA Loan No. PLP 263-273-5006. Mortgagor(s), Manfred Sprenger and Patricia Sprenger have personally guaranteed the Note.

(B) A condition precedent to Mortgagee's extension of the Loan to Mortgagor is the execution and delivery by Mortgagor of this Mortgage.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor agrees as follows:

Mortgagor hereby mortgages, grants, assigns, remises, releases, warrants and conveys to Mortgagee, its successors and assigns, and grants a security interest in, the following described property, rights and interests (referred to collectively herein as the "Premises"), all of which property, rights and interests are hereby pledged primarily and on a parity with the Real Estate (as defined below) and not secondarily:

THE REAL ESTATE is located in the State of South Carolina and legally described on Exhibit "A" attached hereto and made a part hereof (the "Real Estate");

TOGETHER WITH all improvements of every nature whatsoever now or hereafter situated on the Real Estate, and all fixtures and personal property of every nature whatsoever now or hereafter owned by Mortgagor and on, or used in connection with the Real Estate or the improvements thereon, or in connection with any construction thereon, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing and all of the right, title and interest of Mortgagor in and to any such personal property or fixtures together with the benefit of any deposits or payments now or hereafter made on such personal property or fixtures by Mortgagor or on its behalf (the "Improvements");

TOGETHER WITH all easements, rights of way, gores of real estate, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way now or hereafter belonging, relating or appertaining to the Real Estate, and the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law as well as in equity, of Mortgagor of, in and to the same;

TOGETHER WITH all rents, revenues, issues, profits, proceeds, income, royalties, "accounts," including "health-care-insurance receivables," escrows, letter-of-credit rights (each as defined in the Code hereinafter defined), security deposits, impounds, reserves, tax refunds and other rights to monies from the Premises and/or the businesses and operations conducted by Mortgagor thereon, to be applied against the Indebtedness (hereinafter defined); provided, however, that Mortgagor, so long as no Event of Default (as hereinafter defined) has occurred hereunder, may collect rent as it becomes due, but not more than one (1) month in advance thereof;

TOGETHER WITH all interest of Mortgagor in all leases now or hereafter on the Premises, whether written or oral (the "Leases"), together with all security therefor and all monies payable thereunder, subject, however, to the conditional permission hereinabove given to Mortgagor to collect the rentals under any such Lease;

TOGETHER WITH all fixtures and articles of personal property now or hereafter owned by Mortgagor and forming a part of or used in connection with the Real Estate or the Improvements, including, but without limitation, any and all air conditioners, antennae, appliances, apparatus, awnings, basins, bathtubs, bidets, boilers, bookcases, cabinets, carpets, coolers, curtains, dehumidifiers, disposals, doors, drapes, dryers, ducts, dynamos, elevators, engines, equipment, escalators, exercise equipment, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, lighting, machinery, motors, ovens, pipes, plumbing, pumps, radiators, ranges, recreational facilities, refrigerators, screens, security systems, shades, shelving, sinks, sprinklers, stokers, stoves, toilets, ventilators, wall coverings, washers, windows, window coverings, wiring, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to the Real Estate or the Improvements in any manner; it being mutually agreed that all of the aforesaid

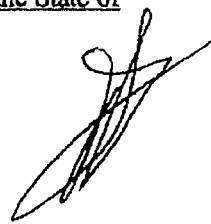
property owned by Mortgagor and placed on the Real Estate or the Improvements, so far as permitted by law, shall be deemed to be fixtures, a part of the realty, and security for the Indebtedness (as hereinafter defined); notwithstanding the agreement hereinabove expressed that certain articles of property form a part of the realty covered by this Mortgage and be appropriated to its use and deemed to be realty, to the extent that such agreement and declaration may not be effective and that any of said articles may constitute goods (as said term is used in the Uniform Commercial Code of the State of South Carolina in effect from time to time (the "Code")), this instrument shall constitute a security agreement, creating a security interest in such goods, as collateral, in Mortgagee, as a secured party, and Mortgagor, as Debtor, all in accordance with the Code; and

TOGETHER WITH all of Mortgagor's interests in "general intangibles," including "payment intangibles" and "software" (each as defined in the Code) now owned or hereafter acquired and related to the Premises, including, without limitation, all of Mortgagor's right, title and interest in and to: (i) all agreements, licenses, permits and contracts to which Mortgagor is or may become a party and which relate to the Premises; (ii) all obligations and indebtedness owed to Mortgagor thereunder; (iii) all intellectual property related to the Premises; and (iv) all choses in action and causes of action relating to the Premises;

TOGETHER WITH all of Mortgagor's accounts now owned or hereafter created or acquired as relate to the Premises, including, without limitation, all of the following now owned or hereafter created or acquired by Mortgagor: (i) accounts, contract rights, health-care-insurance receivables, book debts, notes, drafts, and other obligations or indebtedness owing to the Mortgagor arising from the sale, lease or exchange of goods or other property and/or the performance of services; (ii) the Mortgagor's rights in, to and under all purchase orders for goods, services or other property; (iii) the Mortgagor's rights to any goods, services or other property represented by any of the foregoing; (iv) monies to become due to the Mortgagor under all contracts for the sale, lease or exchange of goods or other property and/or the performance of services including the right to payment of any interest or finance charges in respect thereto (whether or not yet earned by performance on the part of the Mortgagor); (v) "securities", "investment property," "financial assets," and "securities entitlements" (each as defined in the Code); and (vi) proceeds of any of the foregoing and all collateral security and guaranties of any kind given by any person or entity with respect to any of the foregoing; and all warranties, guarantees, permits and licenses in favor of Mortgagor with respect to the Premises;

TOGETHER WITH all proceeds of the foregoing, including, without limitation, all judgments, awards of damages and settlements hereafter made resulting from condemnation proceeds or the taking of the Premises or any portion thereof under the power of eminent domain, any proceeds of any policies of insurance, maintained with respect to the Premises or proceeds of any sale, option or contract to sell the Premises or any portion thereof.

TO HAVE AND TO HOLD the Premises, unto Mortgagee, its successors and assigns, forever, for the purposes and upon the uses herein set forth together with all right to possession of the Premises after the occurrence of any Event of Default; Mortgagor hereby **RELEASING AND WAIVING** all rights under and by virtue of the homestead exemption laws of the State of South Carolina.



FOR THE PURPOSE OF SECURING: (i) the payment of the Loan and all interest, late charges, LIBOR breakage charges (including any Make Whole Costs described in the Note) prepayment premium (if any), exit fee (if any), interest rate swap or hedge expenses (if any), reimbursement obligations, fees and expenses for letters of credit issued by Mortgagee for the benefit of Mortgagor, if any, and other indebtedness evidenced by or owing under the Note, any of the other Loan Documents, any interest rate swap or hedge agreement now or hereafter entered into between Mortgagor and Mortgagee and any application for letters of credit and master letter of credit agreement, together with any extensions, modifications, renewals or refinancings of any of the foregoing; (ii) the performance and observance of the covenants, conditions, agreements, representations, warranties and other liabilities and obligations of Mortgagor or any other obligor to or benefiting Mortgagee which are evidenced or secured by or otherwise provided in the Note, this Mortgage or any of the other Loan Documents; and (iii) the reimbursement to Mortgagee of any and all sums incurred, expended or advanced by Mortgagee pursuant to any term or provision of or constituting additional indebtedness under or secured by this Mortgage, any of the other Loan Documents, any interest rate swap or hedge agreement or any application for letters of credit and master letter of credit agreement, with interest thereon as provided herein or therein (collectively, the "Indebtedness").

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. **Title.** Mortgagor represents, warrants and covenants that (a) Mortgagor is the holder of the fee simple title to the Premises, free and clear of all liens and encumbrances, except those liens and encumbrances in favor of Mortgagee and as otherwise described on **Exhibit "B"** attached hereto (the "Permitted Exceptions"); and (b) Mortgagor is lawfully seised of the estate and has legal power and authority to mortgage and convey the Premises.

2. **Maintenance, Repair, Restoration, Prior Liens, Parking.** Mortgagor covenants that, so long as any portion of the Indebtedness remains unpaid, Mortgagor will:

a. promptly repair, restore or rebuild any Improvements now or hereafter on the Premises which may become damaged or be destroyed to a condition substantially similar to the condition immediately prior to such damage or destruction, whether or not proceeds of insurance are available or sufficient for the purpose;

b. keep the Premises in good condition and repair, without waste, and free from mechanics', materialmen's or like liens or claims or other liens or claims for lien (subject to Mortgagor's right to contest liens as permitted by the terms of Paragraph 28 hereof);

c. pay when due the Indebtedness in accordance with the terms of the Note and the other Loan Documents and duly perform and observe all of the terms, covenants and conditions to be observed and performed by Mortgagor under the Note, this Mortgage and the other Loan Documents;

d. pay when due any indebtedness which may be secured by a permitted lien or charge on the Premises on a parity with, superior to or inferior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such lien to the Mortgagee (subject to Mortgagor's right to contest liens as permitted by the terms of Paragraph 28 hereof);

e. complete within a reasonable time any Improvements now or at any time in the process of erection upon the Premises;

f. comply with all requirements of law, municipal ordinances or restrictions and covenants of record with respect to the Premises and the use thereof;

g. obtain and maintain in full force and effect, and abide by and satisfy the material terms and conditions of, all material permits, licenses, registrations and other authorizations with or granted by any governmental authorities that may be required from time to time with respect to the performance of its obligations under this Mortgage;

h. make no material alterations in the Premises or demolish any portion of the Premises without Mortgagee's prior written consent, except as required by law or municipal ordinance;

i. suffer or permit no change in the use or general nature of the occupancy of the Premises, without the Mortgagee's prior written consent;

j. pay when due all operating costs of the Premises;

k. not initiate or acquiesce in any zoning reclassification with respect to the Premises, without Mortgagee's prior written consent;

l. provide and thereafter maintain adequate parking areas within the Premises as may be required by law, ordinance or regulation (whichever may be greater), together with any sidewalks, aisles, streets, driveways and sidewalk cuts and sufficient paved areas for ingress, egress and right-of-way to and from the adjacent public thoroughfares necessary or desirable for the use thereof; and

m. cause the Premises at all times to be operated in compliance with all federal, state, local and municipal environmental, health and safety laws, statutes, ordinances, rules and regulations.

3. Payment of Taxes and Assessments.

Mortgagor will pay when due and before any penalty attaches, all general and special taxes, assessments, water charges, sewer charges, and other fees, taxes, charges and assessments of every kind and nature whatsoever (all herein generally called "Taxes"), whether or not assessed against Mortgagor, if applicable to the Premises or any interest therein, or the Indebtedness, or any obligation or agreement secured hereby, subject to Mortgagor's right to contest the same, as provided by the terms hereof; and

Mortgagor will, upon written request, furnish to the Mortgagee duplicate receipts therefor within ten (10) days after Mortgagee's request.

4. **Tax Deposits.** At Mortgagee's option, Mortgagor shall deposit with Mortgagee, on the first day of each month until the Indebtedness is fully paid, a sum equal to one-twelfth (1/12th) of one hundred five percent (105%) of the most recent ascertainable annual Taxes on the Premises. If requested by Mortgagee, Mortgagor shall also deposit with Mortgagee an amount of money which, together with the aggregate of the monthly deposits to be made pursuant to the preceding sentence as of one month prior to the date on which the next installment of annual Taxes for the current calendar year become due, shall be sufficient to pay in full such installment of annual Taxes, as estimated by Mortgagee. Such deposits are to be held without any interest and are to be used for the payment of Taxes next due and payable when they become due. So long as no Event of Default shall exist, Mortgagee shall, at its option, pay such Taxes when the same become due and payable (upon submission of appropriate bills therefor from Mortgagor) or shall release sufficient funds to Mortgagor for the payment thereof. If the funds so deposited are insufficient to pay any such Taxes for any year (or installments thereof, as applicable) when the same shall become due and payable, Mortgagor shall, within ten (10) days after receipt of written demand therefor, deposit additional funds as may be necessary to pay such Taxes in full. If the funds so deposited exceed the amount required to pay such Taxes for any year, the excess shall be applied toward subsequent deposits. Said deposits need not be kept separate and apart from any other funds of Mortgagee. Mortgagee, in making any payment hereby authorized relating to Taxes, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

5. **Mortgagee's Interest In and Use of Deposits.** Upon an Event of Default, Mortgagee may, at its option, apply any monies at the time on deposit pursuant to Paragraph 4 hereof to cure an Event of Default or to pay any of the Indebtedness in such order and manner as Mortgagee may elect. If such deposits are used to cure an Event of Default or pay any of the Indebtedness, Mortgagor shall immediately, upon demand by Mortgagee, deposit with Mortgagee an amount equal to the amount expended by Mortgagor from the deposits. When the Indebtedness has been fully paid, any remaining deposits shall be returned to Mortgagor. Such deposits are hereby pledged as additional security for the Indebtedness and shall not be subject to the direction or control of Mortgagor. Mortgagee shall not be liable for any failure to apply to the payment of Taxes any amount so deposited unless Mortgagor, prior to an Event of Default, shall have requested Mortgagee in writing to make application of such funds to the payment of such amounts, accompanied by the bills for such Taxes. Mortgagee shall not be liable for any act or omission taken in good faith or pursuant to the instruction of any party.

6. **Insurance.**

a. Mortgagor shall at all times keep all buildings, improvements, fixtures and articles of personal property now or hereafter situated on the Premises insured against loss or damage by fire and such other hazards as may reasonably be required by Mortgagee, in accordance with the terms, coverages and provisions described on Exhibit "C" attached

hereto and made apart hereof, and such other insurance as Mortgagee may from time to



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August 22, 2007 11:54:47 AM

Rec:\$14.00

Cnty Tax:\$0.00

State Tax:\$0.00

FILED IN GREENVILLE COUNTY, SC

ABSOLUTE ASSIGNMENT OF RENTS AND LEASES

This Absolute Assignment of Rents and Leases is made as of the 17th day of August, 2007, from MS PRODUCTION SOLUTIONS LLC, a South Carolina Limited Liability Company (hereinafter called "Assignor"), to SMALL BUSINESS LOAN SOURCE LLC, a Nevada Limited Liability Company, (hereinafter called "Assignee"), for among other things, the purpose of securing that certain Promissory Note of even date herewith in the original principal sum \$1,457,000.00 payable to Assignee.

In consideration of the sum of Ten and No/100 Dollars (\$10.00) in hand paid by Assignor to Assignee, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby grants, bargains, sells, assigns and absolutely transfers to Assignee all rent, issues, profits, royalties, leases, income and other benefits derived from that certain real property described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes (the "Premises") with respect to all leases and subleases of the Premises or any portion thereof now or hereafter existing or entered into, together with all guarantees, modifications, extensions and renewals thereof (the "Rents"), including but not limited to that certain Lease or Schedule of Leases, attached hereto as Exhibit "B". Prior to a foreclosure by Assignee of any lien which Assignee may hold covering the Premises, this absolute assignment of the Rents is not intended to constitute payment to Assignee, unless Assignee terminates Assignor's license to collect the Rents, and then only to the extent that the Rents are actually received by Assignee as opposed to constituting a portion of the voluntary payments of principal and interest on the loan documents (hereinafter defined) and are not used for the operation or maintenance of the Premises or for the payment of costs and expenses in connection therewith, taxes, assessments, water charges, sewer, utilities and other charges levied, assessed or imposed against the Premises or any part thereof, insurance premiums, costs and expenses with respect to any litigation affecting the Premises, the leases and the rent, any wages and salaries of employees, commissions of agents and attorneys' fees. This Absolute Assignment of Rents and Leases is not intended to, and shall not, subsequent to a foreclosure of any lien which Assignee may hold covering the Premises, constitute payment to Assignee.

In connection with and as part of this absolute assignment, Assignor hereby makes the following grants, covenants, agreements, representations and warranties:

1. Assignee shall have the absolute right, power and authority to take any and all actions which Assignee deems necessary or appropriate in connection with (a) entering upon, taking possession of and operating the Premises; (b) leasing all or any part of the Premises; and (c) collecting all or any of the Rents and enforcing the rights of the lessor under any of the leases, including without limitation, bringing, prosecuting, defending or settling legal proceedings against tenants. Notwithstanding anything herein to the contrary, Assignee shall not be obligated to perform or discharge, and Assignee does not undertake to perform or discharge any obligation, duty or liability with respect to the leases or the Rents under or by reason of this absolute assignment. This absolute assignment shall not