

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 IV**

Henry P. Wall
Caitlin C. Heyward
Robert C. Osborne III
Bruner, Powell, Wall & Mullins, LLC
P.O. Box 61110
Columbia, South Carolina 29260
P: (803) 252-7693
F: (803) 254-5719
Attorneys for Appellant/Respondent

J. Falkner Wilkes, 12893
114 Whitsett Street
Greenville, SC 29601
(864) 282-1292
Counsel for Respondents/Appellants

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operate to place responsibility for the control, care, maintenance or repair of the Premises upon Assignee, or to make Assignee responsible or liable for any waste committed on the Premises by any tenant or any other person, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair, or control of the Premises.

2. Assignee shall have the right, power and authority to use and apply any Rents received hereunder, (a) for the payment of any and all costs and expenses incurred in connection with enforcing or defending the terms of this assignment or the rights of Assignee hereunder, and collecting any Rents; and (b) for the payment of any indebtedness owing by Assignor to Assignee. Assignee shall have the right, but not the obligation, to use and apply any Rents received hereunder for the operation and maintenance in connection therewith, taxes, assessments, water charges, sewer rents 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, and wages and salaries of employees, commissions of agents and attorneys' fees. The exercise or non-exercise by Assignee of the rights granted under this absolute assignment or the collection and application of Rents by Assignee shall not be a waiver of any default by Assignor under any note, deed of trust, security agreement, financing statement or fixture filing or other documents relating to any indebtedness by Assignor to Assignee (the "loan documents"). Subject only to the provisions of paragraph 7 hereof, no action or failure to act by Assignee with respect to any of the obligations of Assignor evidenced by the loan documents to any security or guarantee given for the payment or performance thereof, or to any other document or instrument evidencing or relating to such obligation shall in any manner affect, impair or prejudice any of Assignee's rights and privileges under this absolute assignment or discharge, release or modify any of Assignor's duties or obligations hereunder. Assignee need not take possession of the Premises in order for this absolute assignment to be effective or to enable the Assignee to enforce the terms and provisions hereof.

3. Assignor and Assignee are each represented by competent counsel and are aware of the legal effects of this absolute assignment. This Absolute Assignment of Rents and Leases is intended by Assignor and Assignee to create, and shall be construed to create, an absolute assignment to Assignee and not an assignment as security for the performance of the obligations evidenced by the loan documents or any other indebtedness of Assignor. It is further the intent of Assignor and Assignee hereunder that the Rents hereby absolutely assigned are no longer, during the term of this absolute assignment, property of Assignor property or any estate of Assignor as defined by 11 U.S.C. paragraph 541, and shall not constitute collateral, cash or otherwise, of Assignor. The term Rents as used herein shall mean the gross capital rents without deduction or offset of any kind.

4. Assignor shall retain a revocable license to collect and receive the Rents as the agent of Assignee and to retain, use and enjoy such Rents provided that such revocable license shall ipso facto terminate without further action by Assignee and without notice to Assignor upon the occurrence of an event of default as defined in any note, deed of trust, security agreement, financing statement, fixture filing or other loan documents given to Assignee by Assignor in connection with any indebtedness or obligation of Assignor to Assignee. Unless and until such license is so revoked, Assignor agrees to apply the Rents to the payment of obligations currently due and owing to Assignee and then to the payment of taxes, assessments, water rates, sewer rents and to operation and maintenance charges relating to the Premises which are due and payable at the time of collection of such Rents before using such Rents for any other purpose. Assignor shall (a) observe and perform faithfully every obligation which Assignor is required to perform under the leases; (b) enforce or secure the performance of, at its sole cost and expense, every obligation to be performed by the landlord under the leases; (c) promptly give notice to Assignee of any notice of default received by Assignor from any lessee under the leases, together with a copy of such notice; (d) not collect any Rents in advance of the time when the same shall be due, or anticipate any payments under any of the leases, except for bona fide security deposits not in excess of an amount equal to two (2) months rents; (e) not purport or attempt to further assign any of the leases or the Rents; (f) except with Assignee's prior written consent, not waive, condone, or in any manner discharge any tenants from their obligations under the leases; (g) except with Assignee's prior written consent and in the ordinary course of business, not cancel, abridge or accept surrender or termination of any of the leases until Assignor shall have entered into a lease for the space to be vacated as a result thereof upon terms (including, without

limitation, rentals, and term) at least as favorable to Assignor, commencing within thirty (30) days after such cancellation, abridgement, surrender or termination; (h) except with Assignee's prior written consent, not modify or amend, by sufferance or otherwise, any of the leases or any of the terms, provisions or covenants thereof, other than in the ordinary course of business and in a manner which will not decrease the value of the Premises; (i) comply with all laws, rules, orders, ordinances and requirements of all governmental authorities relating to the Premises; (j) at the request of Assignee, deliver copies of leases to Assignee; and (k) appear in and defend against, at Assignor's sole cost and expense, any action or proceeding arising under, and in any manner connected with the leases, the Rents or the obligations, duties or liabilities of the lessor, tenants or guarantors thereunder.

5. This absolute assignment shall continue in full force and effect until (a) all sums due and payable under the loan documents shall have been fully paid and satisfied, together with any and all other sums which may become due and owing under this absolute assignment and (b) all other obligations of Assignor under the loan documents have been satisfied. At such time as this absolute assignment and the authority and power herein granted by Assignor to Assignee shall cease and terminate, Assignor shall assume payment of all unmatured or unpaid charges, expenses or obligations incurred or undertaken by Assignee, if any, in connection with the management of the Premises.

6. Assignor hereby irrevocably constitutes and appoints Assignee as its true and lawful attorney in fact, as the agent for and on behalf of Assignor to collect and receive the Rents and to retain, use and enjoy the Rents in the manner and priority set forth above. Assignor hereby irrevocably constitutes and appoints Assignee its true and lawful attorney in fact to undertake and execute any and all of the rights or powers described herein with the same force and effect as if undertaken or executed by Assignor, and Assignor hereby ratifies and confirms any and all things done or omitted to be done by Assignee, its agents, servants, employees or attorneys in, to or about the Premises.

7. Assignee shall not be in any way liable to Assignor for any act done or anything omitted to be done to the Premises, the leases or the Rents by or on behalf of Assignee in good faith in connection with the absolute assignment, except for the consequences of its own gross negligence. Assignee shall not be liable for any act or omission of its agents, servants, employees or attorneys, unless attributable to such party's gross negligence. Assignee shall be accountable to Assignor only for monies actually received by Assignee pursuant to this absolute assignment.

8. Assignor shall indemnify and hold Assignee harmless from and against any and all liability, loss, damage, cost or expense including attorney's fees, which it may incur under any of the leases, or with respect to the absolute assignment or any action or failure to act of Assignee hereunder and from and against any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms, covenants and conditions of any of the leases or with respect to any Rents unless such liability, loss, damage, cost or expense shall be as a result of the gross negligence of Assignee. In the event that Assignee incurs any such liability, loss, damage, cost or expense, the amount thereof, together with interest thereon from the date such amount was suffered or incurred by Assignee until the same is paid by Assignor to Assignee at the maximum rate permitted by applicable law, shall be payable by Assignor to Assignee immediately upon demand, or at the option of Assignee, Assignee may reimburse itself therefor out of any Rents collected by Assignee.

9. Upon request of Assignee, Assignor shall execute and deliver to Assignee such further instruments as Assignee may deem necessary or convenient to effect this absolute assignment and the covenants of Assignor contained herein. Assignor shall cause such further instruments to be recorded in such manner and in such places as may be required by Assignee.

10. All of the representations, warranties, covenants, agreements and provisions of this absolute assignment by or for the benefit of Assignee shall bind and inure to the benefit of its successors and assigns.



11. This absolute assignment may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

12. This assignment shall be governed by, construed and enforced in accordance with the laws of the State of South Carolina.

IN WITNESS WHEREOF, Assignor and Assignee have caused this agreement to be duly executed and delivered on the date first above written.

Witness:

Nadine R. Meyer
Dee W. All

ASSIGNOR :

MS PRODUCTION SOLUTIONS LLC
a South Carolina Limited Liability Company

By :

Manfred Sprenger
Manfred Sprenger, Sole Member/Manager

STATE OF SOUTH CAROLINA

§

COUNTY OF GREENVILLE

§

§

On this 17th day of August, 2007, before me, the undersigned Notary Public, personally appeared Manfred Sprenger, as Sole Member/Manager of MS PRODUCTION SOLUTIONS LLC, a South Carolina Limited Liability Company, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes and consideration and in the capacity therein expressed and as his free act and deed.

Dee W. All
Notary Public, State of South Carolina

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 46W at Page 12, reference to said plat being craved for a complete metes and bounds description.

LESS HOWEVER that property shown on Exhibit B.

DERIVATION: This being the same property conveyed to MS Production Solutions, LLC by deed of D&T Steel, LLC dated August 17, 2007, and recorded in the Greenville County Register of Deeds Office on August 22, 2007, in Deed Book ~~2285~~, at Page ~~988~~.

TMS# P009-01-01-009.00



THE STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

TITLE TO REAL ESTATE
Approximate Survey Stations
34+55.69 (22 Feet RL) to 53+10.82 (22 Feet RL)

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), be hereunto 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 owned, as shown on plans prepared by TransSystems Corporation and dated August 11, 2004.

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 404 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 Beake Steel Fabrication as recorded in the RMC Office for Greenville County, S.C. in Deed Book 2833 at Page 1262 on April 9, 2003 and shown on Tax Map No. 007010100002.

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

And I (or we) do hereby bind my (or our) heirs, executors 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 HELSEL
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

Regan My Wells

NOTARY PUBLIC FOR South Carolina

My Commission Expires: March 21, 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).



EXHIBIT "B"

ABSOLUTE ASSIGNMENT OF RENTS AND LEASES

SCHEDULE OF LEASES

Original Date of Lease

Tenant

Address/reference

THIS INFORMATION HAS BEEN INTENTIONALLY OMITTED BECAUSE THE ASSIGNMENT IS INTENDED TO COVER ALL RENTS AND LEASES RELATING TO THE PROPERTY DESCRIBED ON EXHIBIT "A".

FILED FOR RECORD IN GREENVILLE COUNTY, SC ROD
2007084573 Book: DE 2285 Page: 993-1000
August 22, 2007 11:54:47 AM

Timothy L. Hamner



Certified to be a True and Correct Copy of the Original

Robert L. Wilh

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-

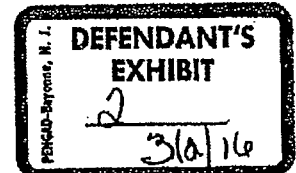
MANFRED SPRENGER and spouse, PATRICIA SPRENGER

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



[Handwritten signature]

**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 Mortgagee 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 benefitting 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

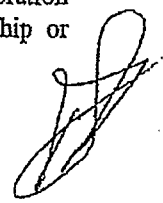
iii. Until the Indebtedness is paid in full, Mortgagor will not change the state where it is located or change its name without giving Mortgagee at least thirty (30) days' prior written notice in each instance.

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 Mortgage;

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



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

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.

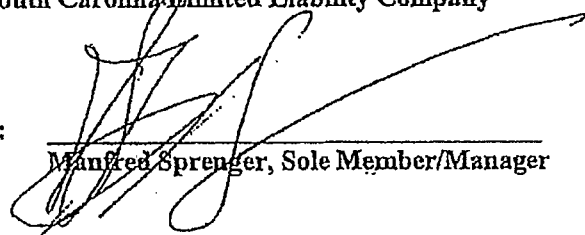
42. **Commercial Purposes.** The Loan is for commercial/business purposes and not for any personal, household or consumer purpose.

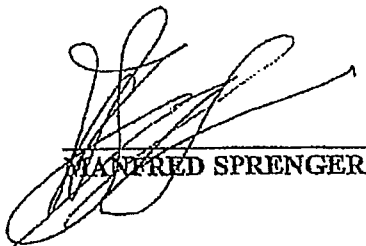
43. **Purchase Money Mortgage.** (As to Tract I): This Mortgage is given, at least in part, to secure a loan for the purchase money for the Mortgaged Property. As a purchase money mortgage it is entitled to all privileges afforded such under Applicable Law.

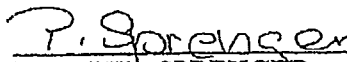
IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN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

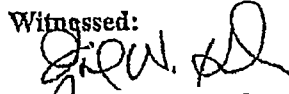
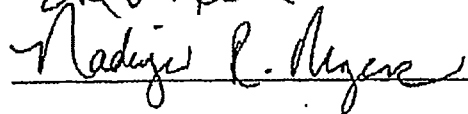
EXECUTED on the date first written above.

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

By: 
Manfred Sprenger, Sole Member/Manager


MANFRED SPRENGER


PATRICIA SPRENGER

Witnessed:



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 5/03/11

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
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
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)		☐ 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

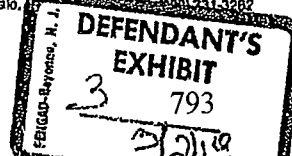
070828-1052023

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



**SZABO STEEL
EQUIPMENT LIST
June 2007**

#	S/N	Item Description	
828	JG041G11	Miller Deltaweld 400	\$ 5,000
628	V1000812680	Lincoln wirefeed LN-7	\$ 1,000
631	5623050	Buffalo Iron Worker	\$ 3,500
	30887133	Ellis milre saw	\$ 7,000
	H10316A17702B11	Thermal ave pak-10, plasma cutting system	\$ 5,500
824	JE784286	Miller deltaweld 460	\$ 4,500
824	V1000812819	Lincoln wirefeed LN-7	\$ 1,000
	V1040717027	Lincoln precision Tig 276	\$ 8,000
828		Alcoa DV250	\$ 3,000
	7046	Lincoln magneti spool gun	\$ 2,500
828		Notcher (pipe)	\$ 2,500
600	AC398082	Lincoln arch welder	\$ 4,000
828	HH057528	Miller welder	\$ 4,000
628	UN000812686	Lincoln wire feeder LN-7	\$ 1,000
	4900152	ER collins pipe bending machine	\$ 7,000
627	H239855	Kalamazoo saw	\$ 3,500
		Piranha ironworker / shear	\$ 34,000
618	HH004820	Miller wire feeder	\$ 1,000
618	HH014708	Miller welder	\$ 4,000
	803 / 29086 / 1972	Mubea ironworker (rebar cutter)	\$ 1,500
	0800	Rot-Air Compressor	\$ 800
		Small bender for ladders	\$ 2,000
		Big bender for ladders	\$ 3,500
	C2730137	Linde CE301HW - Union Carlisle	\$ 1,000
	2923	Barnes Drill	\$ 6,000
	BD14-1456	Enco milling & drillinh machine	\$ 4,500
	319802	Ridgid 635 pipe machine	\$ 1,000
642		Buffalo Iron Worker	\$ 2,500
	ACS28489	Ideal arc welder R35-400	\$ 1,000
	98122	Lincoln wire feeder LN-7	\$ 600
	HH098100	Miller matic wire feeder	\$ 600
		L-Tec 1600E welding machine	\$ 1,000
	78-3771	Rockwell drilling machine	\$ 2,000
820	HK307785	Miller MP46E welder	\$ 4,000
820	V1000812610	Lincoln wire feeder	\$ 800
	80D02005	Ellis drill press	\$ 3,000
	33121060	Beno's saw	\$ 2,000
619	HK342646	Miller MP-48E welder	\$ 5,000
619	V1000209113	Lincoln wire feeder LN-7	\$ 1,000
	40010008	Amsada saw	\$ 12,000
	148/414/28	Mubea ironworker	\$ 2,500
827	HJ134880	Miller welder nolin use	\$ 2,500
	HF840949	Miller arc welder	\$ 4,000
1	60230722	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
	1FDJF37LXFNA00227	Ford F 350	\$ 2,500
	1FTEF1SN5RH806136	Ford F150	\$ 3,500
	1FMCA11U3PZ81260	Ford van	\$ 1,500
			\$ 181,200

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: 1

Filing Fees: \$8.00

Electronic Records Access: \$8.00

Total: \$16.00

Order ID# 5423516

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
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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	CITY	STATE	POSTAL CODE	COUNTRY
9801 WESTHEIMER RD, 11TH FLOOR	HOUSTON	TX	77042	US

7d. TAXID# (Organizations)	ADDL INFO RE ORGANIZATION	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
DO NOT PROVIDE	DEBTOR			☐ 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
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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
 NS
 120405-1221466
 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) DO NOT PROVIDE	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 ☐ amended 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

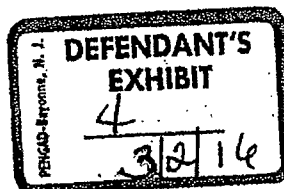
10. OPTIONAL FILER REFERENCE DATA
 02/699/57814/MS Production Solutions LLC

GUARANTY AGREEMENT

WHEREAS, the execution of this Guaranty Agreement is a condition to MS PRODUCTION SOLUTIONS LLC, a South Carolina Limited Liability Company dba Szabo Steel Fabricators ("Borrower", whether one or more), borrowing from Small Business Loan Source LLC, a Nevada Limited Liability Company, ("Lender"), the principal amount of One Million Four Hundred Fifty-Seven Thousand and No/100 Dollars (\$1,457,000.00), pursuant to that certain Loan Agreement; such Loan Agreement, being defined as any written loan agreement, business loan agreement, Small Business Administration Authorization and Loan Agreement, tri-party agreement, financing agreement, if any, or any other agreement, including, but not limited to any Promissory Notes or Notes and other documents or instruments securing same), as may hereafter be amended or modified from time to time, being hereinafter referred to as the ("Loan Agreement"), each of even date herewith, between Borrower and Lender, unless otherwise specified in writing.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned, Patricia Sprenger, an individual with a mailing address shown under the signature below (the "Guarantor"), hereby irrevocably and unconditionally guarantees to Lender the full and prompt payment and performance of the Guaranteed Indebtedness (hereinafter defined), this Guaranty Agreement being upon the following terms:

1. The term "Guaranteed Indebtedness", as used herein means all of the debt under the loan, as defined in the Loan Agreement, together with all reasonable charges and expenses incurred by Lender in enforcement of this Guaranty Agreement. The term "Guaranteed Indebtedness" shall include any and all post-petition interest and expenses (including attorneys' fees) whether or not allowed under any bankruptcy, insolvency, or other similar law.
2. This instrument shall be an absolute, continuing, irrevocable, and unconditional guaranty of payment and performance, and not a guaranty of collection, and Guarantor shall remain liable on its obligations hereunder until the payment and performance in full of the Guaranteed Indebtedness. No set-off, counterclaim, recoupment, reduction, or diminution of any obligation, or any defense of any kind or nature which Borrower may have against Lender or any other party, or which Guarantor may have against Borrower, Lender, or any other party, shall be available to, or shall be asserted by, Guarantor against Lender or any subsequent holder of the Guaranteed Indebtedness or any part thereof or against payment of the Guaranteed Indebtedness or any part thereof.
3. If Guarantor becomes liable for any indebtedness owing by Borrower to Lender by endorsement or otherwise, other than under this Guaranty Agreement, such liability shall not be in any manner impaired or affected hereby, and the rights of Lender hereunder shall be cumulative of any and all other rights that Lender may ever have against Guarantor. The exercise by Lender of any right or remedy hereunder or under any other instrument, or at law or in equity, shall not preclude the concurrent or subsequent exercise of any other right or remedy.
4. In the event of default by Borrower in payment or performance of the Guaranteed Indebtedness, or any part thereof, when such Guaranteed Indebtedness becomes due, whether by its terms, by acceleration, or otherwise, Guarantor shall promptly pay the amount due thereon to Lender without notice or demand in lawful money of the United States of America and it shall not be necessary for Lender, in order to enforce such payment by Guarantor, first to institute suit or exhaust its remedies against Borrower or others liable on such Guaranteed Indebtedness or to enforce any rights against any collateral which shall ever have been given to secure such Guaranteed Indebtedness. In the event such payment is made by Guarantor, then Guarantor shall be subrogated to the rights then held by Lender with respect to the Guaranteed Indebtedness to the extent to which the Guaranteed Indebtedness was



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discharged by Guarantor and, in addition, upon payment by Guarantor of any sums to Lender hereunder, all rights of Guarantor against Borrower or any collateral arising as a result thereof by way of right of subrogation, reimbursement, or otherwise shall in all respects be subordinate and junior in right of payment to the prior indefeasible payment in full of the Guaranteed Indebtedness.

5. If acceleration of the time for payment of any amount payable by Borrower under the Guaranteed Indebtedness is stayed upon the insolvency, bankruptcy, or reorganization of Borrower, all such amounts otherwise subject to acceleration under the terms of the Guaranteed Indebtedness shall nonetheless be payable by Guarantor hereunder forthwith on demand by Lender.

6. Guarantor hereby agrees that its obligations under this Guaranty Agreement shall not be released, discharged, diminished, impaired, reduced, or affected for any reason or by the occurrence of any event, including, without limitation, one or more of the following events, whether or not with notice to or the consent of Guarantor:

(a) the taking or accepting of collateral as security for any or all of the Guaranteed Indebtedness or the release, surrender, exchange, or subordination of any collateral now or hereafter securing any or all of the Guaranteed Indebtedness;

(b) any partial release of the liability of Guarantor hereunder, or the release of any other guarantor from liability for any or all of the Guaranteed Indebtedness;

(c) any disability of Borrower, or the dissolution, insolvency, or bankruptcy of Borrower, Guarantor, or any other party at any time liable for the payment of any or all of the Guaranteed Indebtedness;

(d) any renewal, extension, modification, waiver, amendment, or rearrangement of any or all of the Guaranteed Indebtedness or any instrument, document, or agreement evidencing, securing, or otherwise relating to any or all of the Guaranteed Indebtedness;

(e) any adjustment, indulgence, forbearance, waiver, or compromise that may be granted or given by Lender to Borrower, Guarantor, or any other party ever liable for any or all of the Guaranteed Indebtedness;

(f) any neglect, delay, omission, failure, or refusal of Lender to take or prosecute any action for the collection of any of the Guaranteed Indebtedness or to foreclose or take or prosecute any action in connection with any instrument, document or agreement evidencing, securing, or otherwise relating to any or all of the Guaranteed Indebtedness;

(g) the unenforceability or invalidity of any or all of the Guaranteed Indebtedness or of any instrument, document, or agreement evidencing, securing or otherwise relating to any or all of the Guaranteed Indebtedness;

(h) any payment by Borrower or any other party to Lender is held to constitute a preference under applicable bankruptcy or insolvency law or if for any other reason Lender is required to refund any payment or pay the amount thereof to someone else;

(i) the settlement or compromise of any of the Guaranteed Indebtedness;

- (j) the non-perfection of any security interest or lien securing any or all of the Guaranteed Indebtedness;
- (k) any impairment of any collateral securing any or all of the Guaranteed Indebtedness;
- (l) the failure of Lender to sell any collateral securing any or all of the Guaranteed Indebtedness in a commercially reasonable manner or as otherwise required by law;
- (m) any change in the corporate existence, structure, or ownership of Borrower; or
- (n) any other circumstance which might otherwise constitute a defense available to, or discharge of, Borrower or Guarantor.

7. Guarantor represents and warrants to Lender as follows:

(a) Guarantor has the power and authority and legal right to execute, deliver, and perform its obligations under this Guaranty Agreement and this Guaranty Agreement constitutes the legal, valid, and binding obligation of Guarantor, enforceable against Guarantor in accordance with its terms, except as limited by bankruptcy, insolvency, or other laws of general application relating to the enforcement of creditor's rights.

(b) To the best of its actual knowledge after due and diligent inquiry, the execution, delivery, and performance by Guarantor of this Guaranty Agreement do not and will not violate or conflict with any law, rule, or regulation or any order, writ, injunction, or decree of any court, governmental authority or agency, or arbitrator and do not and will not conflict with, result in a breach of, or constitute a default under, or result in the imposition of any lien upon any assets of Guarantor pursuant to the provisions of any indenture, mortgage, deed of trust, security agreement, franchise, permit, license, or other instrument or agreement to which Guarantor or its properties is bound.

(c) To the best of its actual knowledge after due and diligent inquiry no authorization, approval, or consent of, and no filing or registration with, any court, governmental authority, or third party is necessary for the execution, delivery, or performance by Guarantor of this Guaranty Agreement or the validity or enforceability thereof.

(d) The value of the consideration received and to be received by Guarantor as a result of Borrower and Lender entering into the Loan Agreement and Guarantor executing and delivering this Guaranty Agreement is reasonably worth at least as much as the liability and obligation of Guarantor hereunder, and such liability and obligation and the Loan Agreement have benefitted and may reasonably be expected to benefit Guarantor directly and indirectly.

(e) Guarantor has, independently and without reliance upon Lender and based upon such documents and information as Guarantor has deemed appropriate, made its own analysis and decision to enter into the Guaranty Agreement.

8. Guarantor covenants and agrees that, as long as the Guaranteed Indebtedness or any part thereof is outstanding or Lender has any commitment under the Loan Agreement:

(a) Guarantor will furnish to Lender as soon as available, and in any event within ninety (90) days after the end of each fiscal year of Guarantor, beginning with the fiscal year ending December 31, 2007, (i) a copy of the financial statements of Guarantor for such fiscal year and (ii) a certificate of Guarantor to Lender (A) stating that no default under this Guaranty Agreement and no Event of Default (as defined in the Loan Agreement) and no event which with notice or lapse of time or both would be a default under this Guaranty Agreement or an Event of Default has occurred and is continuing, or if in Guarantor's opinion a default or an Event of Default has occurred and is continuing, a statement as to the nature thereof and (B) disclosing and certifying as to all material changes in Guarantor's debt or net worth or otherwise certifying that there has been no material change in Guarantor's personal debt or net worth since the previous financial statement delivered to Lender.

(b) Guarantor will furnish promptly to Lender written notice of the occurrence of any default under this Guaranty Agreement or an Event of Default under the Loan Agreement of which Guarantor has knowledge.

(c) Guarantor will furnish promptly to Lender such reasonable additional information concerning Guarantor as Lender may request.

(d) Guarantor will obtain at any time and from time to time all authorizations, licenses, consents or approvals as shall now or hereafter be necessary or desirable under all applicable laws or regulations or otherwise in connection with the execution, delivery and performance of this Guaranty Agreement and will promptly furnish copies thereof to Lender.

(e) Guarantor will at all times own directly or indirectly and free and clear of all liens and encumbrances whatsoever at least the same percentage of voting shares of Borrower, if any, as it owns directly or indirectly on the date hereof.

(f) Guarantor will furnish to Lender a copy of Guarantor's annual federal income tax return within thirty (30) days after such return is filed.

9. Lender shall have the right to setoff and apply against this Guaranty Agreement or the Guaranteed Indebtedness or both, at any time and without notice to Guarantor, any and all deposits (general or special, time or demand, provisional or final) or other sums at any time credited by or owing from Lender to Guarantor whether or not the Guaranteed Indebtedness is then due and irrespective of whether or not Lender shall have made any demand under this Guaranty Agreement. As security for this Guaranty Agreement and the Guaranteed Indebtedness, Guarantor hereby grants Lender a security interest in all money, instruments, certificates of deposit, and other property of Guarantor now or hereafter held by Lender, including, without limitation, property held in safekeeping. In addition to Lender's right of set-off and as further security for this Guaranty Agreement and the Guaranteed Indebtedness, Guarantor hereby grants Lender a security interest in all deposits (general or special, time or demand, provisional or final) and all other accounts of Guarantor now or hereafter on deposit with or held by Lender and all other sums at any time credited by or owing from Lender to Guarantor. The rights and remedies of Lender hereunder are in addition to other rights and remedies (including, without limitation, other rights of set-off) which Lender may have.

10. (a) Guarantor hereby agrees that the Subordinated Indebtedness shall be subordinate and junior in right of payment to the prior payment in full of all Guaranteed Indebtedness, and Guarantor hereby assigns the Subordinated Indebtedness to Lender as security for the Guaranteed Indebtedness. If any sums shall be

paid to Guarantor by Borrower or any other person or entity on account of the Subordinated Indebtedness, such sums shall be held in trust by Guarantor for the benefit of Lender and shall forthwith be paid to Lender without affecting the liability of Guarantor under this Guaranty Agreement and may be applied by Lender against the Guaranteed Indebtedness in such order and manner as Lender may determine in its sole discretion.

Upon the request of Lender, Guarantor shall execute, deliver, and endorse to Lender such documents and instruments as Lender may request to perfect, preserve, and enforce its rights hereunder. For purposes of this Guaranty Agreement, the term "Subordinated Indebtedness" means all indebtedness, liabilities, and obligations of Borrower to Guarantor (except the obligation to distribute cash to Guarantor to pay the Federal income tax liability of Guarantor resulting from the allocation to Guarantor of a portion of Borrower's taxable income due to Borrower's status as an S corporation under the Internal Revenue Code), whether such indebtedness, liabilities, and obligations now exist or are hereafter incurred or arise, or whether the obligations of Borrower thereon are direct, indirect, contingent, primary, secondary, several, joint and several, or otherwise, and irrespective of whether such indebtedness, liabilities, or obligations are evidenced by a note, contract, open account, or otherwise, and irrespective of the person or persons in whose favor such indebtedness, obligations, or liabilities may, at their inception, have been, or may hereafter, be created, or the manner in which they have been or may hereafter be acquired by Guarantor.

(b) Guarantor agrees that any and all liens, security interests, judgment liens, charges, or other encumbrances upon Borrower's assets securing payment of any Subordinated Indebtedness shall be and remain inferior and subordinate to any and all liens, security interests, judgment liens, charges, or other encumbrances upon Borrower's assets securing payment of the Guaranteed Indebtedness or any part thereof, regardless of whether such encumbrances in favor of Guarantor or Lender presently exist or are hereafter created or attached. Without the prior written consent of Lender, Guarantor shall not (i) file suit against Borrower or exercise or enforce any other creditor's right it may have against Borrower, or (ii) foreclose, repossess, sequester, or otherwise take steps or institute any action or proceedings (judicial or otherwise, including without limitation to commencement of, or joinder in, any liquidation, bankruptcy, rearrangement, debtor's relief or insolvency proceeding) to enforce any liens, security interests, collateral rights, judgments or other encumbrances held by Guarantor on assets of Borrower.

(c) In the event of any receivership, bankruptcy, reorganization, rearrangement, debtor's relief, or other insolvency proceeding involving Borrower as debtor, Lender shall have the right to prove and vote any claim under the Subordinated Indebtedness and to receive directly from the receiver, trustee or other court custodian all dividends, distributions, and payments made in respect of the Subordinated Indebtedness. Lender may apply any such dividends, distributions, and payments against the Guaranteed Indebtedness in such order and manner as Lender may determine in its sole discretion.

(d) Guarantor agrees that all promissory notes, accounts receivable, ledgers, records, or any other evidence of Subordinated Indebtedness shall contain a specific written notice thereon that the indebtedness evidenced thereby is subordinated under the terms of this Guaranty Agreement.

11. No amendment or waiver of any provision of this Guaranty Agreement nor consent to any departure by the Guarantor therefrom shall in any event be effective unless the same shall be in writing and signed by Lender. No failure on the part of Lender to exercise, and no delay in exercising, any right, power, or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

12. Any acknowledgment or new promise, whether by payment of principal or interest or otherwise and whether by Borrower or others (including Guarantor), with respect to any of the Guaranteed Indebtedness shall, if the statute of limitations in favor of Guarantor against Lender shall have commenced to run, toll the running of such statute of limitations and, if the period of such statute of limitations shall have expired, prevent the operation of such statute of limitations.

13. This Guaranty Agreement is for the benefit of Lender and its successors and assigns, and in the event of an assignment of the Guaranteed Indebtedness, or any part thereof, the rights and benefits hereunder, to the extent applicable to the indebtedness so assigned, may be transferred with such indebtedness. This Guaranty Agreement is binding not only on Guarantor, but on Guarantor's heirs and personal representatives.

14. Guarantor recognizes that Lender is relying upon this Guaranty Agreement and the undertakings of Guarantor hereunder in making extensions of credit to Borrower under the Loan Agreement and further recognizes that the execution and delivery of this Guaranty Agreement is a material inducement to Lender in entering into the Loan Agreement. Guarantor hereby acknowledges that there are no conditions to the full effectiveness of this Guaranty Agreement.

15. This Guaranty Agreement is executed and delivered as an incident to a lending transaction negotiated, consummated, and performable in Harris County, Texas, and shall be governed by and construed in accordance with the laws of the State of Texas. Any action or proceeding against Guarantor under or in connection with this Guaranty Agreement may be brought in any state or federal court in Harris County, Texas. Guarantor hereby irrevocably (i) submits to the nonexclusive jurisdiction of such courts, and (ii) waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in any such court or that any such court is an inconvenient forum. Nothing herein shall affect the right of Lender to serve process in any other matter permitted by law or shall limit the right of Lender to bring any action or proceeding against Guarantor or with respect to any of Guarantor's property in courts in other jurisdictions. Any action or proceeding by Guarantor against Lender shall be brought only in a court located in Harris County, Texas.

16. Guarantor shall pay on demand all attorneys' fees and all other costs and expenses incurred by Lender in connection with the reasonable costs of enforcement or collection of this Guaranty Agreement.

17. Guarantor hereby waives promptness, diligence, notice of any default under the Guaranteed Indebtedness, demand for payment, notice of acceptance of this Guaranty Agreement, presentment, notice of protest, notice of dishonor, notice of the incurring by Borrower of additional indebtedness, and all other notices and demands with respect to the Guaranteed Indebtedness and this Guaranty Agreement.

18. The Loan Agreement, and all of the terms thereof, are incorporated herein by reference, the same as if stated verbatim herein, and Guarantor agrees that Lender may exercise any and all of the rights and remedies granted to it under the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement) without affecting the validity or enforceability of this Guaranty Agreement.

19. Guarantor hereby represents and warrants to Lender that Guarantor has adequate means to obtain from Borrower on a continuing basis information concerning the financial condition and assets of Borrower and that Guarantor is not relying upon Lender to provide (and Lender shall have no duty to provide) any such information to Guarantor either now or in the future.

20. THIS GUARANTY AGREEMENT EMBODIES THE FINAL, ENTIRE AGREEMENT OF

GUARANTOR AND LENDER WITH RESPECT TO GUARANTOR'S GUARANTY OF THE GUARANTEED INDEBTEDNESS AND SUPERSEDES ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS, AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF. THIS GUARANTY AGREEMENT IS INTENDED BY GUARANTOR AND LENDER AS A FINAL AND COMPLETE EXPRESSION OF THE TERMS OF THE GUARANTY AGREEMENT, AND NO COURSE OF DEALING BETWEEN GUARANTOR AND LENDER, NO COURSE OF PERFORMANCE, NO TRADE PRACTICES, AND NO EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OR OTHER EXTRINSIC EVIDENCE OF ANY NATURE SHALL BE USED TO CONTRADICT, VARY, SUPPLEMENT OR MODIFY ANY TERM OF THIS GUARANTY AGREEMENT. THERE ARE NO ORAL AGREEMENTS BETWEEN GUARANTOR AND LENDER.

EXECUTED to be effective as of the 17th day of August, 2007.

GUARANTOR:

Patricia Sprenger

P. Sprenger
Patricia Sprenger

Address:

16100 Heron Run Dr.
Tega Cay, SC 29708

THE STATE OF SOUTH CAROLINA »

COUNTY OF GREENVILLE »

The foregoing instrument was acknowledged before me, the undersigned Notary Public, on this 17th day of August, 2007, by Patricia Sprenger, for the purposes and consideration and in the capacity therein expressed.

[Signature]
Notary Public, State of South Carolina
My Comm Exp 5/03/11



U.S. Small Business Administration

NOTE

SBA Loan #	PLP 263-273-5006
SBA Loan Name	Szabo Steel Fabricators
Date	
Loan Amount	\$1,457,000.00
Interest Rate	Wall Street Journal + 2.00 %
Borrower	MS Production Solutions LLC DBA Szabo Steel Fabricators
Operating Company	N/A
Lender	Small Business Loan Source LLC

1. PROMISE TO PAY:

In return for the Loan, Borrower promises to pay to the order of Lender the amount of
One Million, Four Hundred Fifty-Seven Thousand and No/100 _____ Dollars,
interest on the unpaid principal balance, and all other amounts required by this Note.

2. DEFINITIONS:

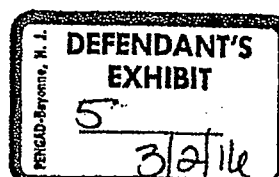
"Collateral" means any property taken as security for payment of this Note or any guarantee of this Note.

"Guarantor" means each person or entity that signs a guarantee of payment of this Note.

"Loan" means the loan evidenced by this Note.

"Loan Documents" means the documents related to this loan signed by Borrower, any Guarantor, or anyone who pledges collateral.

"SBA" means the Small Business Administration, an Agency of the United States of America.



3. PAYMENT TERMS:

Borrower must make all payments at the place Lender designates. The payment terms for this Note are:

Maturity: This Note will mature in 13 years from date of Note.

Repayment Terms: The interest rate on this Note will fluctuate. The initial interest rate is 10.25% per year. This initial rate is the prime rate on the date SBA received the loan application, plus 2.00%. The initial interest rate must remain in effect until the first change period begins.

Borrower must pay interest on the disbursed principal balance, plus principal of \$15,203.65 every month, beginning two months from the month this Note is dated; payments must be made on the first calendar day in the months they are due.

Lender will apply each installment payment first to pay interest accrued to the day Lender receives the payment, then to bring principal current, then to pay any late fees, and will apply any remaining balance to reduce principal.

The interest rate will be adjusted every calendar quarter (the "change period").

The "Prime Rate" is the prime rate in effect on the first business day of the month in which an interest rate change occurs, as published in the Wall Street Journal on the next business day.

The adjusted interest rate will be 2.00% above the Prime Rate. Lender will adjust the interest rate on the first calendar day of each change period. The change in interest rate is effective on that day whether or not Lender gives Borrower notice of the change.

Lender must adjust the payment amount at least annually as needed to amortize principal over the remaining term of the note.

If SBA purchases the guaranteed portion of the unpaid principal balance, the interest rate becomes fixed at the rate in effect at the time of the earliest uncured payment default. If there is no uncured payment default, the rate becomes fixed at the rate in effect at the time of purchase.

Loan Prepayment:

Notwithstanding any provision in this Note to the contrary:

Borrower may prepay this Note. Borrower may prepay 20% or less of the unpaid principal balance at any time without notice. If Borrower prepays more than 20% and the Loan has been sold on the secondary market, Borrower must:

- a. Give Lender written notice;
- b. Pay all accrued interest; and
- c. If the prepayment is received less than 21 days from the date Lender receives the notice, pay an amount equal to 21 days' interest from the date lender receives the notice, less any interest accrued during the 21 days and paid under subparagraph b., above.

If Borrower does not prepay within 30 days from the date Lender receives the notice, Borrower must give Lender a new notice.

All remaining principal and accrued interest is due and payable 13 years from date of Note.

Late Charge: If a payment on this Note is more than 10 days late, Lender may charge Borrower a late fee of up to 5.00% of the unpaid portion of the regularly scheduled payment.



4. DEFAULT:

Borrower is in default under this Note if Borrower does not make a payment when due under this Note, or if Borrower or Operating Company:

- A. Fails to do anything required by this Note and other Loan Documents;
- B. Defaults on any other loan with Lender;
- C. Does not preserve, or account to Lender's satisfaction for, any of the Collateral or its proceeds;
- D. Does not disclose, or anyone acting on their behalf does not disclose, any material fact to Lender or SBA;
- E. Makes, or anyone acting on their behalf makes, a materially false or misleading representation to Lender or SBA;
- F. Defaults on any loan or agreement with another creditor, if Lender believes the default may materially affect Borrower's ability to pay this Note;
- G. Fails to pay any taxes when due;
- H. Becomes the subject of a proceeding under any bankruptcy or insolvency law;
- I. Has a receiver or liquidator appointed for any part of their business or property;
- J. Makes an assignment for the benefit of creditors;
- K. Has any adverse change in financial condition or business operation that Lender believes may materially affect Borrower's ability to pay this Note;
- L. Reorganizes, merges, consolidates, or otherwise changes ownership or business structure without Lender's prior written consent; or
- M. Becomes the subject of a civil or criminal action that Lender believes may materially affect Borrower's ability to pay this Note.

5. LENDER'S RIGHTS IF THERE IS A DEFAULT:

Without notice or demand and without giving up any of its rights, Lender may:

- A. Require immediate payment of all amounts owing under this Note;
- B. Collect all amounts owing from any Borrower or Guarantor;
- C. File suit and obtain judgment;
- D. Take possession of any Collateral; or
- E. Sell, lease, or otherwise dispose of, any Collateral at public or private sale, with or without advertisement.

6. LENDER'S GENERAL POWERS:

Without notice and without Borrower's consent, Lender may:

- A. Bid on or buy the Collateral at its sale or the sale of another lienholder, at any price it chooses;
- B. Incur expenses to collect amounts due under this Note, enforce the terms of this Note or any other Loan Document, and preserve or dispose of the Collateral. Among other things, the expenses may include payments for property taxes, prior liens, insurance, appraisals, environmental remediation costs, and reasonable attorney's fees and costs. If Lender incurs such expenses, it may demand immediate repayment from Borrower or add the expenses to the principal balance;
- C. Release anyone obligated to pay this Note;
- D. Compromise, release, renew, extend or substitute any of the Collateral; and
- E. Take any action necessary to protect the Collateral or collect amounts owing on this Note.



7. WHEN FEDERAL LAW APPLIES:

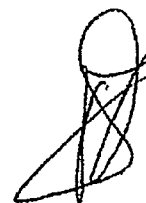
When SBA is the holder, this Note will be interpreted and enforced under federal law, including SBA regulations. Lender or SBA may use state or local procedures for filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using such procedures, SBA does not waive any federal immunity from state or local control, penalty, tax, or liability. As to this Note, Borrower may not claim or assert against SBA any local or state law to deny any obligation, defeat any claim of SBA, or preempt federal law.

8. SUCCESSORS AND ASSIGNS:

Under this Note, Borrower and Operating Company include the successors of each, and Lender includes its successors and assigns.

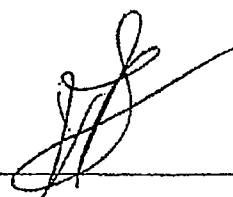
9. GENERAL PROVISIONS:

- A. All individuals and entities signing this Note are jointly and severally liable.
- B. Borrower waives all suretyship defenses.
- C. Borrower must sign all documents necessary at any time to comply with the Loan Documents and to enable Lender to acquire, perfect, or maintain Lender's liens on Collateral.
- D. Lender may exercise any of its rights separately or together, as many times and in any order it chooses. Lender may delay or forgo enforcing any of its rights without giving up any of them.
- E. Borrower may not use an oral statement of Lender or SBA to contradict or alter the written terms of this Note.
- F. If any part of this Note is unenforceable, all other parts remain in effect.
- G. To the extent allowed by law, Borrower waives all demands and notices in connection with this Note, including presentment, demand, protest, and notice of dishonor. Borrower also waives any defenses based upon any claim that Lender did not obtain any guarantee; did not obtain, perfect, or maintain a lien upon Collateral; impaired Collateral; or did not obtain the fair market value of Collateral at a sale.



10. STATE-SPECIFIC PROVISIONS:

NONE

A handwritten signature in black ink, located in the bottom right corner of the large rectangular box. The signature is stylized and appears to be a cursive name.

11. BORROWER'S NAME(S) AND SIGNATURE(S):

By signing below, each individual or entity becomes obligated under this Note as Borrower.

MS Production Solutions LLC DBA Szabo Steel Fabricators

Signature:

Manfred Szabo

08/17/07
Manager Member

Date:

GUARANTY AGREEMENT

WHEREAS, the execution of this Guaranty Agreement is a condition to MS PRODUCTION SOLUTIONS LLC, a South Carolina Limited Liability Company dba Szabo Steel Fabricators ("Borrower", whether one or more), borrowing from Small Business Loan Source LLC, a Nevada Limited Liability Company, ("Lender"), the principal amount of One Million Four Hundred Fifty-Seven Thousand and No/100 Dollars (\$1,457,000.00), pursuant to that certain Loan Agreement, such Loan Agreement, being defined as any written loan agreement, business loan agreement, Small Business Administration Authorization and Loan Agreement, tri-party agreement, financing agreement, if any, or any other agreement, including, but not limited to any Promissory Notes or Notes and other documents or instruments securing same), as may hereafter be amended or modified from time to time, being hereinafter referred to as the ("Loan Agreement"), each of even date herewith, between Borrower and Lender, unless otherwise specified in writing.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned, Manfred Sprenger, an individual with a mailing address shown under the signature below (the "Guarantor"), hereby irrevocably and unconditionally guarantees to Lender the full and prompt payment and performance of the Guaranteed Indebtedness (hereinafter defined), this Guaranty Agreement being upon the following terms:

1. The term "Guaranteed Indebtedness", as used herein means all of the debt under the loan, as defined in the Loan Agreement, together with all reasonable charges and expenses incurred by Lender in enforcement of this Guaranty Agreement. The term "Guaranteed Indebtedness" shall include any and all post-petition interest and expenses (including attorneys' fees) whether or not allowed under any bankruptcy, insolvency, or other similar law.
2. This instrument shall be an absolute, continuing, irrevocable, and unconditional guaranty of payment and performance, and not a guaranty of collection, and Guarantor shall remain liable on its obligations hereunder until the payment and performance in full of the Guaranteed Indebtedness. No set-off, counterclaim, recoupment, reduction, or diminution of any obligation, or any defense of any kind or nature which Borrower may have against Lender or any other party, or which Guarantor may have against Borrower, Lender, or any other party, shall be available to, or shall be asserted by, Guarantor against Lender or any subsequent holder of the Guaranteed Indebtedness or any part thereof or against payment of the Guaranteed Indebtedness or any part thereof.
3. If Guarantor becomes liable for any indebtedness owing by Borrower to Lender by endorsement or otherwise, other than under this Guaranty Agreement, such liability shall not be in any manner impaired or affected hereby, and the rights of Lender hereunder shall be cumulative of any and all other rights that Lender may ever have against Guarantor. The exercise by Lender of any right or remedy hereunder or under any other instrument, or at law or in equity, shall not preclude the concurrent or subsequent exercise of any other right or remedy.
4. In the event of default by Borrower in payment or performance of the Guaranteed Indebtedness, or any part thereof, when such Guaranteed Indebtedness becomes due, whether by its terms, by acceleration, or otherwise, Guarantor shall promptly pay the amount due thereon to Lender without notice or demand in lawful money of the United States of America and it shall not be necessary for Lender, in order to enforce such payment by Guarantor, first to institute suit or exhaust its remedies against Borrower or others liable on such Guaranteed Indebtedness or to enforce any rights against any collateral which shall ever have been given to secure such Guaranteed Indebtedness. In the event such payment is made by Guarantor, then Guarantor shall be subrogated to the rights then held by Lender with respect to the Guaranteed Indebtedness to the extent to which the Guaranteed Indebtedness was



discharged by Guarantor and, in addition, upon payment by Guarantor of any sums to Lender hereunder, all rights of Guarantor against Borrower or any collateral arising as a result thereof by way of right of subrogation, reimbursement, or otherwise shall in all respects be subordinate and junior in right of payment to the prior indefeasible payment in full of the Guaranteed Indebtedness.

5. If acceleration of the time for payment of any amount payable by Borrower under the Guaranteed Indebtedness is stayed upon the insolvency, bankruptcy, or reorganization of Borrower, all such amounts otherwise subject to acceleration under the terms of the Guaranteed Indebtedness shall nonetheless be payable by Guarantor hereunder forthwith on demand by Lender.

6. Guarantor hereby agrees that its obligations under this Guaranty Agreement shall not be released, discharged, diminished, impaired, reduced, or affected for any reason or by the occurrence of any event, including, without limitation, one or more of the following events, whether or not with notice to or the consent of Guarantor:

(a) the taking or accepting of collateral as security for any or all of the Guaranteed Indebtedness or the release, surrender, exchange, or subordination of any collateral now or hereafter securing any or all of the Guaranteed Indebtedness;

(b) any partial release of the liability of Guarantor hereunder, or the release of any other guarantor from liability for any or all of the Guaranteed Indebtedness;

(c) any disability of Borrower, or the dissolution, insolvency, or bankruptcy of Borrower, Guarantor, or any other party at any time liable for the payment of any or all of the Guaranteed Indebtedness;

(d) any renewal, extension, modification, waiver, amendment, or rearrangement of any or all of the Guaranteed Indebtedness or any instrument, document, or agreement evidencing, securing, or otherwise relating to any or all of the Guaranteed Indebtedness;

(e) any adjustment, indulgence, forbearance, waiver, or compromise that may be granted or given by Lender to Borrower, Guarantor, or any other party ever liable for any or all of the Guaranteed Indebtedness;

(f) any neglect, delay, omission, failure, or refusal of Lender to take or prosecute any action for the collection of any of the Guaranteed Indebtedness or to foreclose or take or prosecute any action in connection with any instrument, document or agreement evidencing, securing, or otherwise relating to any or all of the Guaranteed Indebtedness;

(g) the unenforceability or invalidity of any or all of the Guaranteed Indebtedness or of any instrument, document, or agreement evidencing, securing or otherwise relating to any or all of the Guaranteed Indebtedness;

(h) any payment by Borrower or any other party to Lender is held to constitute a preference under applicable bankruptcy or insolvency law or if for any other reason Lender is required to refund any payment or pay the amount thereof to someone else;

(i) the settlement or compromise of any of the Guaranteed Indebtedness;



(j) the non-perfection of any security interest or lien securing any or all of the Guaranteed Indebtedness;

(k) any impairment of any collateral securing any or all of the Guaranteed Indebtedness;

(l) the failure of Lender to sell any collateral securing any or all of the Guaranteed Indebtedness in a commercially reasonable manner or as otherwise required by law;

(m) any change in the corporate existence, structure, or ownership of Borrower; or

(n) any other circumstance which might otherwise constitute a defense available to, or discharge of, Borrower or Guarantor.

7. Guarantor represents and warrants to Lender as follows:

(a) Guarantor has the power and authority and legal right to execute, deliver, and perform its obligations under this Guaranty Agreement and this Guaranty Agreement constitutes the legal, valid, and binding obligation of Guarantor, enforceable against Guarantor in accordance with its terms, except as limited by bankruptcy, insolvency, or other laws of general application relating to the enforcement of creditor's rights.

(b) To the best of its actual knowledge after due and diligent inquiry, the execution, delivery, and performance by Guarantor of this Guaranty Agreement do not and will not violate or conflict with any law, rule, or regulation or any order, writ, injunction, or decree of any court, governmental authority or agency, or arbitrator and do not and will not conflict with, result in a breach of, or constitute a default under, or result in the imposition of any lien upon any assets of Guarantor pursuant to the provisions of any indenture, mortgage, deed of trust, security agreement, franchise, permit, license, or other instrument or agreement to which Guarantor or its properties is bound.

(c) To the best of its actual knowledge after due and diligent inquiry no authorization, approval, or consent of, and no filing or registration with, any court, governmental authority, or third party is necessary for the execution, delivery, or performance by Guarantor of this Guaranty Agreement or the validity or enforceability thereof.

(d) The value of the consideration received and to be received by Guarantor as a result of Borrower and Lender entering into the Loan Agreement and Guarantor executing and delivering this Guaranty Agreement is reasonably worth at least as much as the liability and obligation of Guarantor hereunder, and such liability and obligation and the Loan Agreement have benefitted and may reasonably be expected to benefit Guarantor directly and indirectly.

(e) Guarantor has, independently and without reliance upon Lender and based upon such documents and information as Guarantor has deemed appropriate, made its own analysis and decision to enter into the Guaranty Agreement.

8. Guarantor covenants and agrees that, as long as the Guaranteed Indebtedness or any part thereof is outstanding or Lender has any commitment under the Loan Agreement:



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(a) Guarantor will furnish to Lender as soon as available, and in any event within ninety (90) days after the end of each fiscal year of Guarantor, beginning with the fiscal year ending December 31, 2007, (i) a copy of the financial statements of Guarantor for such fiscal year and (ii) a certificate of Guarantor to Lender (A) stating that no default under this Guaranty Agreement and no Event of Default (as defined in the Loan Agreement) and no event which with notice or lapse of time or both would be a default under this Guaranty Agreement or an Event of Default has occurred and is continuing, or if in Guarantor's opinion a default or an Event of Default has occurred and is continuing, a statement as to the nature thereof and (B) disclosing and certifying as to all material changes in Guarantor's debt or net worth or otherwise certifying that there has been no material change in Guarantor's personal debt or net worth since the previous financial statement delivered to Lender.

(b) Guarantor will furnish promptly to Lender written notice of the occurrence of any default under this Guaranty Agreement or an Event of Default under the Loan Agreement of which Guarantor has knowledge.

(c) Guarantor will furnish promptly to Lender such reasonable additional information concerning Guarantor as Lender may request.

(d) Guarantor will obtain at any time and from time to time all authorizations, licenses, consents or approvals as shall now or hereafter be necessary or desirable under all applicable laws or regulations or otherwise in connection with the execution, delivery and performance of this Guaranty Agreement and will promptly furnish copies thereof to Lender.

(e) Guarantor will at all times own directly or indirectly and free and clear of all liens and encumbrances whatsoever at least the same percentage of voting shares of Borrower, if any, as it owns directly or indirectly on the date hereof.

(f) Guarantor will furnish to Lender a copy of Guarantor's annual federal income tax return within thirty (30) days after such return is filed.

9. Lender shall have the right to setoff and apply against this Guaranty Agreement or the Guaranteed Indebtedness or both, at any time and without notice to Guarantor, any and all deposits (general or special, time or demand, provisional or final) or other sums at any time credited by or owing from Lender to Guarantor whether or not the Guaranteed Indebtedness is then due and irrespective of whether or not Lender shall have made any demand under this Guaranty Agreement. As security for this Guaranty Agreement and the Guaranteed Indebtedness, Guarantor hereby grants Lender a security interest in all money, instruments, certificates of deposit, and other property of Guarantor now or hereafter held by Lender, including, without limitation, property held in safekeeping. In addition to Lender's right of set-off and as further security for this Guaranty Agreement and the Guaranteed Indebtedness, Guarantor hereby grants Lender a security interest in all deposits (general or special, time or demand, provisional or final) and all other accounts of Guarantor now or hereafter on deposit with or held by Lender and all other sums at any time credited by or owing from Lender to Guarantor. The rights and remedies of Lender hereunder are in addition to other rights and remedies (including, without limitation, other rights of set-off) which Lender may have.

10. (a) Guarantor hereby agrees that the Subordinated Indebtedness shall be subordinate and junior in right of payment to the prior payment in full of all Guaranteed Indebtedness, and Guarantor hereby assigns the Subordinated Indebtedness to Lender as security for the Guaranteed Indebtedness. If any sums shall be



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paid to Guarantor by Borrower or any other person or entity on account of the Subordinated Indebtedness, such sums shall be held in trust by Guarantor for the benefit of Lender and shall forthwith be paid to Lender without affecting the liability of Guarantor under this Guaranty Agreement and may be applied by Lender against the Guaranteed Indebtedness in such order and manner as Lender may determine in its sole discretion.

Upon the request of Lender, Guarantor shall execute, deliver, and endorse to Lender such documents and instruments as Lender may request to perfect, preserve, and enforce its rights hereunder. For purposes of this Guaranty Agreement, the term "Subordinated Indebtedness" means all indebtedness, liabilities, and obligations of Borrower to Guarantor (except the obligation to distribute cash to Guarantor to pay the Federal income tax liability of Guarantor resulting from the allocation to Guarantor of a portion of Borrower's taxable income due to Borrower's status as an S corporation under the Internal Revenue Code), whether such indebtedness, liabilities, and obligations now exist or are hereafter incurred or arise, or whether the obligations of Borrower thereon are direct, indirect, contingent, primary, secondary, several, joint and several, or otherwise, and irrespective of whether such indebtedness, liabilities, or obligations are evidenced by a note, contract, open account, or otherwise, and irrespective of the person or persons in whose favor such indebtedness, obligations, or liabilities may, at their inception, have been, or may hereafter, be created, or the manner in which they have been or may hereafter be acquired by Guarantor.

(b) Guarantor agrees that any and all liens, security interests, judgment liens, charges, or other encumbrances upon Borrower's assets securing payment of any Subordinated Indebtedness shall be and remain inferior and subordinate to any and all liens, security interests, judgment liens, charges, or other encumbrances upon Borrower's assets securing payment of the Guaranteed Indebtedness or any part thereof, regardless of whether such encumbrances in favor of Guarantor or Lender presently exist or are hereafter created or attached. Without the prior written consent of Lender, Guarantor shall not (i) file suit against Borrower or exercise or enforce any other creditor's right it may have against Borrower, or (ii) foreclose, repossess, sequester, or otherwise take steps or institute any action or proceedings (judicial or otherwise, including without limitation to commencement of, or joinder in, any liquidation, bankruptcy, rearrangement, debtor's relief or insolvency proceeding) to enforce any liens, security interests, collateral rights, judgments or other encumbrances held by Guarantor on assets of Borrower.

(c) In the event of any receivership, bankruptcy, reorganization, rearrangement, debtor's relief, or other insolvency proceeding involving Borrower as debtor, Lender shall have the right to prove and vote any claim under the Subordinated Indebtedness and to receive directly from the receiver, trustee or other court custodian all dividends, distributions, and payments made in respect of the Subordinated Indebtedness. Lender may apply any such dividends, distributions, and payments against the Guaranteed Indebtedness in such order and manner as Lender may determine in its sole discretion.

(d) Guarantor agrees that all promissory notes, accounts receivable, ledgers, records, or any other evidence of Subordinated Indebtedness shall contain a specific written notice thereon that the indebtedness evidenced thereby is subordinated under the terms of this Guaranty Agreement.

11. No amendment or waiver of any provision of this Guaranty Agreement nor consent to any departure by the Guarantor therefrom shall in any event be effective unless the same shall be in writing and signed by Lender. No failure on the part of Lender to exercise, and no delay in exercising, any right, power, or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.



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12. Any acknowledgment or new promise, whether by payment of principal or interest or otherwise and whether by Borrower or others (including Guarantor), with respect to any of the Guaranteed Indebtedness shall, if the statute of limitations in favor of Guarantor against Lender shall have commenced to run, toll the running of such statute of limitations and, if the period of such statute of limitations shall have expired, prevent the operation of such statute of limitations.

13. This Guaranty Agreement is for the benefit of Lender and its successors and assigns, and in the event of an assignment of the Guaranteed Indebtedness, or any part thereof, the rights and benefits hereunder, to the extent applicable to the indebtedness so assigned, may be transferred with such indebtedness. This Guaranty Agreement is binding not only on Guarantor, but on Guarantor's heirs and personal representatives.

14. Guarantor recognizes that Lender is relying upon this Guaranty Agreement and the undertakings of Guarantor hereunder in making extensions of credit to Borrower under the Loan Agreement and further recognizes that the execution and delivery of this Guaranty Agreement is a material inducement to Lender in entering into the Loan Agreement. Guarantor hereby acknowledges that there are no conditions to the full effectiveness of this Guaranty Agreement.

15. This Guaranty Agreement is executed and delivered as an incident to a lending transaction negotiated, consummated, and performable in Harris County, Texas, and shall be governed by and construed in accordance with the laws of the State of Texas. Any action or proceeding against Guarantor under or in connection with this Guaranty Agreement may be brought in any state or federal court in Harris County, Texas. Guarantor hereby irrevocably (i) submits to the nonexclusive jurisdiction of such courts, and (ii) waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in any such court or that any such court is an inconvenient forum. Nothing herein shall affect the right of Lender to serve process in any other matter permitted by law or shall limit the right of Lender to bring any action or proceeding against Guarantor or with respect to any of Guarantor's property in courts in other jurisdictions. Any action or proceeding by Guarantor against Lender shall be brought only in a court located in Harris County, Texas.

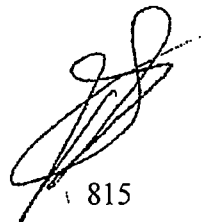
16. Guarantor shall pay on demand all attorneys' fees and all other costs and expenses incurred by Lender in connection with the reasonable costs of enforcement or collection of this Guaranty Agreement.

17. Guarantor hereby waives promptness, diligence, notice of any default under the Guaranteed Indebtedness, demand for payment, notice of acceptance of this Guaranty Agreement, presentment, notice of protest, notice of dishonor, notice of the incurring by Borrower of additional indebtedness, and all other notices and demands with respect to the Guaranteed Indebtedness and this Guaranty Agreement.

18. The Loan Agreement, and all of the terms thereof, are incorporated herein by reference, the same as if stated verbatim herein, and Guarantor agrees that Lender may exercise any and all of the rights and remedies granted to it under the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement) without affecting the validity or enforceability of this Guaranty Agreement.

19. Guarantor hereby represents and warrants to Lender that Guarantor has adequate means to obtain from Borrower on a continuing basis information concerning the financial condition and assets of Borrower and that Guarantor is not relying upon Lender to provide (and Lender shall have no duty to provide) any such information to Guarantor either now or in the future.

20. THIS GUARANTY AGREEMENT EMBODIES THE FINAL, ENTIRE AGREEMENT OF



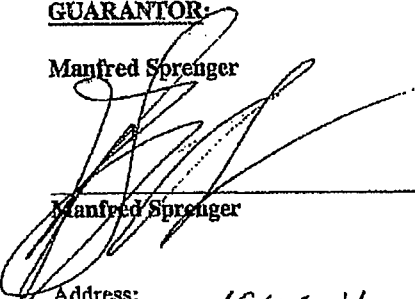
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GUARANTOR AND LENDER WITH RESPECT TO GUARANTOR'S GUARANTY OF THE GUARANTEED INDEBTEDNESS AND SUPERSEDES ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS, AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF. THIS GUARANTY AGREEMENT IS INTENDED BY GUARANTOR AND LENDER AS A FINAL AND COMPLETE EXPRESSION OF THE TERMS OF THE GUARANTY AGREEMENT, AND NO COURSE OF DEALING BETWEEN GUARANTOR AND LENDER, NO COURSE OF PERFORMANCE, NO TRADE PRACTICES, AND NO EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OR OTHER EXTRINSIC EVIDENCE OF ANY NATURE SHALL BE USED TO CONTRADICT, VARY, SUPPLEMENT OR MODIFY ANY TERM OF THIS GUARANTY AGREEMENT. THERE ARE NO ORAL AGREEMENTS BETWEEN GUARANTOR AND LENDER.

EXECUTED to be effective as of the 17th day of August, 2007.

GUARANTOR:

Manfred Sprenger


Manfred Sprenger

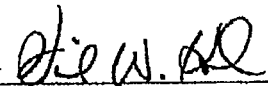
Address:

16100 Heron Run Dr.
Ft. Gay SC 29708

THE STATE OF SOUTH CAROLINA 3

COUNTY OF GREENVILLE 3

The foregoing instrument was acknowledged before me, the undersigned Notary Public, on this 17th day of August, 2007, by Manfred Sprenger, for the purposes and consideration and in the capacity therein expressed.



Notary Public, State of South Carolina
My Comm Exp 9/03/11



U.S. Small Business Administration
UNCONDITIONAL LIMITED GUARANTEE

SBA Loan #	PLP 263-273-6006
SBA Loan Name	Szabo Steel Fabricators
Guarantor	Patricia Sprenger
Borrower	MS Production Solutions LLC DBA Szabo Steel Fabricators
Lender	Small Business Loan Source LLC
Date	
Note Amount	\$1,457,000.00

1. **GUARANTEE:**

Guarantor unconditionally guarantees payment to Lender of all amounts owing under the Note, as limited below. Guarantor must pay all amounts owing under this Guarantee when Lender makes written demand upon Guarantor. Lender is not required to seek payment from any other source before demanding payment from Guarantor.

2. **NOTE:**

The "Note" is the promissory note dated August 17, 2007 in the principal amount of One Million, Four Hundred Fifty-Seven Thousand and No/100 Dollars. from Borrower to Lender. It includes any assumption, renewal, substitution, or replacement of the Note, and multiple notes under a line of credit.

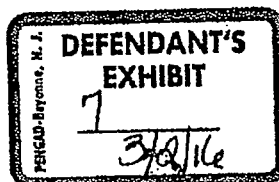
3. **DEFINITIONS:**

"Collateral" means any property taken as security for payment of the Note or any guarantee of the Note.

"Loan" means the loan evidenced by the Note.

"Loan Documents" means the documents related to the Loan signed by Borrower, Guarantor or any other guarantor, or anyone who pledges Collateral.

"SBA" means the Small Business Administration, an Agency of the United States of America.



4. PAYMENT LIMITATION: (Check only one box)

- ☐ BALANCE REDUCTION: The guarantee is of all amounts owing under the Note, and will continue until the total of all amounts owing under the Note is reduced below \$ _____, at which time Guarantor will be released from liability if the Note is not in default.
- ☐ PRINCIPAL REDUCTION: The guarantee is of all amounts owing under the Note, and will continue until the outstanding principal balance of the Note is reduced below \$ _____, at which time Guarantor will be released from liability if the Note is not in default.
- ☐ MAXIMUM LIABILITY: The guarantee is limited to Guarantor's payment of \$ _____
- ☐ PERCENTAGE: The guarantee is limited to Guarantor's payment of _____ % of all amounts owing under the Note at the time demand is first made on Guarantor, plus the same percentage of any accrued interest and other costs charged to the Note after demand, until Guarantor fully performs this Guarantee.
- ☐ TIME: The guarantee is of all amounts owing under the Note. The guarantee will continue until _____ years after the date of the Note (the "Guarantee Period"). If Borrower is in default at the end of the Guarantee Period, the guarantee will continue until all defaults are cured.
- ☐ COLLATERAL/RECOURSE: The guarantee is limited to the amount Lender obtains from the following Collateral pledged by Guarantor:

- ☒ COMMUNITY PROPERTY OR SPOUSAL INTEREST: The guarantee is limited to Guarantor's community property or spousal interest in collateral pledged to secure the Note or any guarantee.

5. LENDER'S GENERAL POWERS:

Lender may take any of the following actions at any time, without notice, without Guarantor's consent, and without making demand upon Guarantor:

- A. Modify the terms of the Note or any other Loan Document except to increase the amounts due under the Note;
- B. Refrain from taking any action on the Note, the Collateral, or any guarantee;
- C. Release any Borrower or any guarantor of the Note;
- D. Compromise or settle with the Borrower or any guarantor of the Note;
- E. Substitute or release any of the Collateral, whether or not Lender receives anything in return;
- F. Foreclose upon or otherwise obtain, and dispose of, any Collateral at public or private sale, with or without advertisement;
- G. Bid or buy at any sale of Collateral by Lender or any other lienholder, at any price Lender chooses; and
- H. Exercise any rights it has, including those in the Note and other Loan Documents.

These actions will not release or reduce the obligations of Guarantor or create any rights or claims against Lender.

6. FEDERAL LAW:

When SBA is the holder, the Note and this Guarantee will be construed and enforced under federal law, including SBA regulations. Lender or SBA may use state or local procedures for filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using such procedures, SBA does not waive any federal immunity from state or local control, penalty, tax, or liability. As to this Guarantee, Guarantor may not claim or assert any local or state law against SBA to deny any obligation, defeat any claim of SBA, or preempt federal law.

7. RIGHTS, NOTICES, AND DEFENSES THAT GUARANTOR WAIVES:

To the extent permitted by law,

A. Guarantor waives all rights to:

- 1) Require presentment, protest, or demand upon Borrower;
- 2) Redeem any Collateral before or after Lender disposes of it;
- 3) Have any disposition of Collateral advertised; and
- 4) Require a valuation of Collateral before or after Lender disposes of it.

B. Guarantor waives any notice of:

- 1) Any default under the Note;
- 2) Presentment, dishonor, protest, or demand;
- 3) Execution of the Note;
- 4) Any action or inaction on the Note or Collateral, such as disbursements, payment, nonpayment, acceleration, intent to accelerate, assignment, collection activity, and incurring enforcement expenses;
- 5) Any change in the financial condition or business operations of Borrower or any guarantor;
- 6) Any changes in the terms of the Note or other Loan Documents, except increases in the amounts due under the Note; and
- 7) The time or place of any sale or other disposition of Collateral.

C. Guarantor waives defenses based upon any claim that:

- 1) Lender failed to obtain any guarantee;
- 2) Lender failed to obtain, perfect, or maintain a security interest in any property offered or taken as Collateral;
- 3) Lender or others improperly valued or inspected the Collateral;
- 4) The Collateral changed in value, or was neglected, lost, destroyed, or underinsured;

- 5) Lender impaired the Collateral;
- 6) Lender did not dispose of any of the Collateral;
- 7) Lender did not conduct a commercially reasonable sale;
- 8) Lender did not obtain the fair market value of the Collateral;
- 9) Lender did not make or perfect a claim upon the death or disability of Borrower or any guarantor of the Note;
- 10) The financial condition of Borrower or any guarantor was overstated or has adversely changed;
- 11) Lender made errors or omissions in Loan Documents or administration of the Loan;
- 12) Lender did not seek payment from the Borrower, any other guarantors, or any Collateral before demanding payment from Guarantor;
- 13) Lender impaired Guarantor's suretyship rights;
- 14) Lender modified the Note terms, other than to increase amounts due under the Note. If Lender modifies the Note to increase the amounts due under the Note without Guarantor's consent, Guarantor will not be liable for the increased amounts and related interest and expenses, but remains liable for all other amounts;
- 15) Borrower has avoided liability on the Note; or
- 16) Lender has taken an action allowed under the Note, this Guarantee, or other Loan Documents.

8. DUTIES AS TO COLLATERAL:

Guarantor will preserve the Collateral pledged by Guarantor to secure this Guarantee. Lender has no duty to preserve or dispose of any Collateral.

9. SUCCESSORS AND ASSIGNS:

Under this Guarantee, Guarantor includes successors, and Lender includes successors and assigns.

10. GENERAL PROVISIONS:

- A. **ENFORCEMENT EXPENSES.** Guarantor promises to pay all expenses Lender incurs to enforce this Guarantee, including, but not limited to, attorney's fees and costs.
- B. **SBA NOT A CO-GUARANTOR.**
guarantor with Guarantor. Guarantor has no right of contribution from SBA.
- C. **SUBROGATION RIGHTS.** Guarantor has no subrogation rights as to the Note or the Collateral until the Note is paid in full.
- D. **JOINT AND SEVERAL LIABILITY.** All individuals and entities signing as Guarantor are jointly and severally liable.
- E. **DOCUMENT SIGNING.** Guarantor must sign all documents necessary at any time to comply with the Loan Documents and to enable Lender to acquire, perfect, or maintain Lender's liens on Collateral.
- F. **FINANCIAL STATEMENTS.** Guarantor must give Lender financial statements as Lender requires.
- G. **LENDER'S RIGHTS CUMULATIVE, NOT WAIVED.** Lender may exercise any of its rights separately or together, as many times as it chooses. Lender may delay or forgo enforcing any of its rights without losing or impairing any of them.
- H. **ORAL STATEMENTS NOT BINDING.** Guarantor may not use an oral statement to contradict or alter the written terms of the Note or this Guarantee, or to raise a defense to this Guarantee.
- I. **SEVERABILITY.** If any part of this Guarantee is found to be unenforceable, all other parts will remain in effect.
- J. **CONSIDERATION.** The consideration for this Guarantee is the Loan or any accommodation by Lender as to the Loan.

11. STATE-SPECIFIC PROVISIONS:

NONE

12. GUARANTOR ACKNOWLEDGMENT OF TERMS.

Guarantor acknowledges that Guarantor has read and understands the significance of all terms of the Note and this Guarantee, including all waivers.

13. GUARANTOR NAME(S) AND SIGNATURE(S):

By signing below, each individual or entity becomes obligated as Guarantor under this Guarantee.

Patricia Sprenger		
Signature:		Date:
<u>P. Sprenger</u>		<u>08-17-07</u>
Patricia Sprenger	Individually	
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

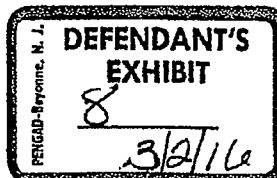
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11/03/15

Cash Basis

MSPS
General Ledger
 As of December 31, 2012

Type	Date	Num	Name	Debit	Credit	Balance
Bank of America						
Check	01/02/2012					52,957.00
Bill Pmt -Check	01/02/2012	52810	Boss Bolt	4,166.18		48,790.82
Bill Pmt -Check	01/02/2012	52811	DuBose Steel Inc	109.33		48,681.49
Bill Pmt -Check	01/02/2012	52812	LDI Reproprinting Centers	16,654.58		32,026.91
Bill Pmt -Check	01/02/2012	52813	Mass Mutual	536.96		31,489.95
Bill Pmt -Check	01/02/2012	52814	Suburban Propane	1,245.31		30,244.64
Bill Pmt -Check	01/02/2012	52815	The Copy Spot, Inc.	110.12		30,134.52
Bill Pmt -Check	01/02/2012	52816	Waste Management	108.00		30,026.52
Check	01/06/2012			34.80		29,991.72
Bill Pmt -Check	01/09/2012	52817	DuBose Steel Inc	4,022.99		25,968.73
Bill Pmt -Check	01/09/2012	52818	First Bank	6,774.81		19,193.92
Bill Pmt -Check	01/09/2012	52819	Greenville County Tax Colle...	5,221.60		13,972.32
Bill Pmt -Check	01/09/2012	52820	Lowe's Business Account	12,519.33		1,452.99
Deposit	01/09/2012			119.00		1,333.99
General Journal	01/09/2012	131		800.00		2,133.99
Check	01/10/2012	52821	Dave Schemanski	28.21		2,105.78
Check	01/16/2012			100.00		2,005.78
Check	01/16/2012	52822	Patricia Sprenger	4,008.92		-2,003.14
Bill Pmt -Check	01/16/2012	52823	BB&T Financial, FSB	50,000.00		-52,003.14
Bill Pmt -Check	01/16/2012	52824	Boss Bolt	146.00		-52,149.14
Bill Pmt -Check	01/16/2012	52826	DuBose Steel Inc	3,495.37		-55,644.51
Bill Pmt -Check	01/16/2012	52826	Greenville Water System	12,251.50		-67,896.01
Bill Pmt -Check	01/16/2012	52827	Home Depot	158.02		-68,054.03
Bill Pmt -Check	01/16/2012	52828	LDI Reproprinting Centers	144.13		-68,198.16
Bill Pmt -Check	01/16/2012	52829	Triad Metals International	633.89		-68,832.05
Bill Pmt -Check	01/18/2012	52831	American Express	20,410.65		-89,242.70
Bill Pmt -Check	01/19/2012	52832	AT&T Mobile Phone	2,000.00		-91,242.70
Bill Pmt -Check	01/19/2012	52833	BMW Credit Card	439.88		-91,682.58
Bill Pmt -Check	01/19/2012	52834	Charter Communications	2,000.00		-93,682.58
Bill Pmt -Check	01/19/2012	52835	Diamond Springs	378.01		-94,060.59
Bill Pmt -Check	01/19/2012	52836	Duke Energy	1.05		-94,061.64
Bill Pmt -Check	01/19/2012	52837	Greenville County Tax Colle...	486.14		-94,547.78
Bill Pmt -Check	01/19/2012	52838	Regional Flatbed Services, ...	301.71		-94,848.49
Bill Pmt -Check	01/19/2012	52839	Saunders & Company, PA	650.00		-95,499.49
Bill Pmt -Check	01/19/2012	52840	Waste Management	97.00		-95,596.49
Check	01/23/2012			34.80		-95,631.29
Check	01/27/2012			3,759.17		-99,390.46
Check	01/30/2012	52843	Patricia Sprenger	3,771.02		-103,161.48
Deposit	01/30/2012			8,000.00		-111,161.48
Check	02/01/2012	52844	Campbell Crane & Boom	450.00		-110,711.48
Check	02/06/2012			321.00		-111,032.48
Deposit	02/06/2012			3,943.78		-114,976.26
Bill Pmt -Check	02/06/2012	52845	Collins Electric Co., Inc	37,533.53		-77,442.73
Bill Pmt -Check	02/06/2012	52846	DuBose Steel Inc	744.00		-78,186.73
Bill Pmt -Check	02/06/2012	52847	Froehling & Robertson, Inc	9,131.00		-87,317.73
Bill Pmt -Check	02/06/2012	52848	Fuller Consulting Engineers, ...	335.00		-87,652.73
Bill Pmt -Check	02/06/2012	52849	Goodrich Drafting Inc	1,362.30		-89,015.03
Bill Pmt -Check	02/06/2012	52850	J Grady Randolph Trucking	400.00		-89,415.03
Bill Pmt -Check	02/06/2012	52851	Lyntec Fabrication	3,500.00		-92,915.03
Bill Pmt -Check	02/06/2012	52852	Regional Flatbed Services, ...	158.43		-93,073.46
Bill Pmt -Check	02/06/2012	52853	Suburban Propane	800.00		-93,873.46
Bill Pmt -Check	02/06/2012	52854	The Copy Spot, Inc.	305.01		-94,179.47
Bill Pmt -Check	02/06/2012	52855	The UPS Store #3018	135.14		-94,314.61
Bill Pmt -Check	02/06/2012	52856	Weldor's Supply House, Inc	389.62		-94,714.23
Check	02/06/2012		Larry D. Cohen	1,596.28		-96,310.51
Bill Pmt -Check	02/06/2012	52857	Triad Metals International	5,000.00		-101,310.51
Bill Pmt -Check	02/06/2012	52858	Triad Metals International	13,671.91		-114,982.42
Bill Pmt -Check	02/06/2012	52859	New Millennium Building Sy...	16,807.81		-131,790.23
Deposit	02/06/2012			116,661.00		-248,451.23
Bill Pmt -Check	02/06/2012	52860	Allied Crawford (Greenville)		79,596.28	-131,790.23
Bill Pmt -Check	02/06/2012	52861	DuBose Steel Inc		94,957.45	-211,386.51
Deposit	02/06/2012			174,526.73		-308,343.96
Check	02/08/2012	52863	Chandler Insurance		10,503.30	-131,817.23
Check	02/14/2012				3,851.73	-146,172.26
Check	02/14/2012	52864	David Schemanski		250.00	-146,422.26
Check	02/17/2012	52865			3,799.17	-150,221.43
Bill Pmt -Check	02/20/2012	52866	AT&T Mobile Phone		455.64	-150,677.07
Bill Pmt -Check	02/20/2012	52867	Charter Communications		378.05	-151,053.12



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Type	Date	Num	Name	Debit	Credit	Balance
Bill Pmt -Check	02/20/2012	52868	Duke Energy			
Bill Pmt -Check	02/20/2012	52869	Greenville Water System		425.87	-151,478.99
Bill Pmt -Check	02/20/2012	52870	Home Depot		43.24	-151,522.23
Bill Pmt -Check	02/20/2012	52871	Lowe's Business Account		311.63	-151,833.86
Deposit	02/21/2012				112.00	-151,945.86
Bill Pmt -Check	02/21/2012	52872	American Express	5,000.00		-146,945.86
Bill Pmt -Check	02/23/2012	52873	BMW Credit Card		2,000.00	-148,945.86
Check	02/24/2012				2,000.00	-150,945.86
Check	02/27/2012	52874	Campbell Crane & Boom		3,680.47	-154,626.33
Check	03/02/2012				724.85	-155,351.18
Deposit	03/02/2012				3,836.04	-159,187.22
Check	03/02/2012	52875	Patricia Sprenger	153,000.00		-6,187.22
Bill Pmt -Check	03/02/2012	52876	AZZ Galvanizer		8,000.00	-14,187.22
Bill Pmt -Check	03/02/2012	52877	BB&T Financial, FSB		326.83	-14,514.05
Bill Pmt -Check	03/02/2012	52878	Bose Bolt		146.00	-14,660.05
Bill Pmt -Check	03/02/2012	52879	City of Greenville		3,643.76	-18,303.81
Bill Pmt -Check	03/02/2012	52880	DuBose Steel Inc		80.00	-18,383.81
Bill Pmt -Check	03/02/2012	52881	Eagle Bridges Marathon		29,077.48	-47,461.29
Bill Pmt -Check	03/02/2012	52882	First Bank		1,295.00	-48,756.29
Bill Pmt -Check	03/02/2012	52883	LDI Reproprinting Centers		5,482.69	-54,238.98
Bill Pmt -Check	03/02/2012	52884	Regional Flatbed Services, ...		710.24	-54,949.22
Bill Pmt -Check	03/02/2012	52885	Saunders & Company, PA		1,460.00	-56,399.22
Bill Pmt -Check	03/02/2012	52886	State Auto Insurance Co		128.00	-56,527.22
Bill Pmt -Check	03/02/2012	52887	Suburban Propane		2,643.42	-59,170.64
Bill Pmt -Check	03/02/2012	52888	The Copy Spot, Inc.		82.82	-59,253.46
Bill Pmt -Check	03/02/2012	52889	The UPS Store #3018		277.21	-59,530.67
Bill Pmt -Check	03/02/2012	52890	Triad Metals International		144.02	-59,674.69
Bill Pmt -Check	03/02/2012	52891	Weldor's Supply House, Inc		4,225.54	-63,900.23
Bill Pmt -Check	03/06/2012	52892	Foothills Unlimited, LLC		4,162.84	-68,063.07
Bill Pmt -Check	03/06/2012	52893	Fuller Consulting Engineers,...		600.00	-68,663.07
Bill Pmt -Check	03/06/2012	52894	J Grady Randolph Trucking		433.95	-69,097.02
Bill Pmt -Check	03/06/2012	52896	Regional Flatbed Services, ...		1,750.00	-70,847.02
Bill Pmt -Check	03/06/2012	52897	Saunders & Company, PA		650.00	-71,497.02
Bill Pmt -Check	03/06/2012	52898	Suburban Propane		102.00	-71,599.02
Bill Pmt -Check	03/06/2012	52899	The Copy Spot, Inc.		243.01	-71,842.03
Bill Pmt -Check	03/08/2012	52900	The UPS Store #3018		19.50	-71,861.53
Bill Pmt -Check	03/06/2012	52901	Triad Metals International		33.89	-71,895.42
Bill Pmt -Check	03/06/2012	52902	Weldor's Supply House, Inc		19,686.18	-91,581.60
Bill Pmt -Check	03/06/2012	52903	Westfield Bank, FSB		847.50	-92,429.10
General Journal	03/08/2012	133			3,163.61	-95,592.71
Bill Pmt -Check	03/09/2012	52904	Hardwick Company		8.36	-95,591.07
Check	03/09/2012				34,900.00	-130,491.07
Bill Pmt -Check	03/15/2012	52905	Infra-Metals		3,869.12	-134,360.19
Check	03/16/2012				2,359.76	-136,719.95
Bill Pmt -Check	03/19/2012	52906	American Express		3,774.66	-140,494.61
Bill Pmt -Check	03/19/2012	52907	City of Greenville		2,000.00	-142,494.61
Bill Pmt -Check	03/19/2012	52908	Diamond Springs		91.51	-142,586.12
Bill Pmt -Check	03/19/2012	52909	Duke Energy		28.20	-142,614.32
Bill Pmt -Check	03/19/2012	52910	Greenville Water System		423.57	-143,037.89
Bill Pmt -Check	03/19/2012	52911	Home Depot		32.98	-143,070.87
Bill Pmt -Check	03/19/2012	52912	Regional Flatbed Services, ...		134.00	-143,204.87
Bill Pmt -Check	03/19/2012	52913	Suburban Propane		1,300.00	-144,504.87
Bill Pmt -Check	03/19/2012	52914	The Copy Spot, Inc.		276.04	-144,780.91
Bill Pmt -Check	03/19/2012	52915	Weldor's Supply House, Inc		215.42	-144,996.33
Bill Pmt -Check	03/20/2012	52916	Infra-Metals		188.28	-145,184.61
Check	03/23/2012				1,910.22	-147,094.83
Bill Pmt -Check	03/26/2012	52917	BMW Credit Card		3,913.79	-151,008.62
Deposit	03/27/2012				1,000.00	-152,008.62
Bill Pmt -Check	03/27/2012	52918	DuBose Steel Inc	101,900.00		-50,108.62
Bill Pmt -Check	03/27/2012	52919	Infra-Metals		33,744.72	-83,853.34
Bill Pmt -Check	03/27/2012	52920	AT&T Mobile Phone		955.01	-84,808.35
Bill Pmt -Check	03/27/2012	52921	Charter Communications		440.78	-85,249.13
Bill Pmt -Check	03/28/2012	52922	Ernest Fuller Trucking Com...		378.01	-85,627.14
Check	03/29/2012				550.00	-86,177.14
Bill Pmt -Check	03/30/2012	52923	AZZ Galvanizer		3,975.96	-90,153.10
Bill Pmt -Check	03/30/2012	52924	Bose Bolt		392.98	-90,546.08
Bill Pmt -Check	03/30/2012	52925	First Bank		351.39	-90,897.47
Bill Pmt -Check	03/30/2012	52926	Goodrich Drafting Inc		5,376.99	-96,274.46
Bill Pmt -Check	03/30/2012	52927	Integrity Fire & Safety Inc		500.00	-96,774.46
					182.48	-96,956.94

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General Ledger

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Type	Date	Num	Name	Debit	Credit	Balance
Bill Pmt -Check	03/30/2012	52928	LDI Reproprinting Centers			
Bill Pmt -Check	03/30/2012	52929	Saunders & Company, PA		661.33	-97,618.27
Bill Pmt -Check	03/30/2012	52930	Suburban Propane		170.04	-97,788.31
Bill Pmt -Check	03/30/2012	52931	The Copy Spot, Inc.		120.45	-97,908.76
Bill Pmt -Check	03/30/2012	52932	Triad Metals International		561.08	-98,469.84
Bill Pmt -Check	03/30/2012	52933	Weldor's Supply House, Inc		6,188.95	-104,658.79
Check	03/30/2012	52934	Patricia Sprenger		2,611.93	-107,270.72
Bill Pmt -Check	03/30/2012	52935	Triad Metals International		8,000.00	-115,270.72
Check	04/03/2012	52936	Infra-Metals		16,480.30	-131,751.02
Check	04/05/2012				338.00	-132,089.02
Check	04/10/2012	52937	Ernest Fuller Trucking Com...		3,952.85	-136,041.87
Bill Pmt -Check	04/10/2012	52938	Mass Mutual		550.00	-136,591.87
Check	04/13/2012				1,245.31	-137,837.18
Deposit	04/17/2012				3,975.96	-141,813.14
Bill Pmt -Check	04/20/2012	52939	American Express	174,526.75		32,713.61
Bill Pmt -Check	04/20/2012	52940	AT&T Mobile Phone		2,000.00	30,713.61
Bill Pmt -Check	04/20/2012	52941	Boss Bolt		438.79	30,274.82
Bill Pmt -Check	04/20/2012	52942	Duke Energy		203.52	30,071.30
Bill Pmt -Check	04/20/2012	52943	Home Depot		511.76	29,559.54
Bill Pmt -Check	04/20/2012	52944	Larry D. Cohen		202.00	29,357.54
Check	04/20/2012				3,052.80	26,304.74
Deposit	04/23/2012				3,672.74	22,632.00
Bill Pmt -Check	04/23/2012	52945	BB&T Financial, FSB	46,675.75		69,307.75
Bill Pmt -Check	04/23/2012	52946	BMW Credit Card		147.00	69,160.75
Bill Pmt -Check	04/23/2012	52947	Boss Bolt		4,000.00	65,160.75
Bill Pmt -Check	04/23/2012	52948	Charter Communications		1,249.82	63,910.93
Bill Pmt -Check	04/23/2012	52949	Diamond Springs		375.68	63,535.25
Bill Pmt -Check	04/23/2012	52950	DuBose Steel Inc		35.25	63,500.00
Bill Pmt -Check	04/23/2012	52951	Eagle Bridges Marathon		17,997.47	45,502.53
Bill Pmt -Check	04/23/2012	52952	Goodrich Drafting Inc		1,490.69	44,011.84
Bill Pmt -Check	04/23/2012	52953	Greenville Water System		650.00	43,361.84
Bill Pmt -Check	04/23/2012	52954	J Grady Randolph Trucking		23.50	43,338.34
Bill Pmt -Check	04/23/2012	52955	LDI Reproprinting Centers		1,700.00	41,638.34
Bill Pmt -Check	04/23/2012	52956	Powells Trash Service&Rec...		1,020.21	40,618.13
Bill Pmt -Check	04/23/2012	52957	Saunders & Company, PA		40.00	40,578.13
Bill Pmt -Check	04/23/2012	52958	Smith Metal Fab, Inc		450.00	40,128.13
Bill Pmt -Check	04/23/2012	52959	Suburban Propane		640.00	39,488.13
Bill Pmt -Check	04/23/2012	52960	T M Graphics Inc		118.84	39,369.29
Bill Pmt -Check	04/23/2012	52961	The Copy Spot, Inc.		5,600.00	33,769.29
Bill Pmt -Check	04/23/2012	52962	The UPS Store #3018		236.22	33,533.07
Bill Pmt -Check	04/23/2012	52963	Upstate Computer		468.27	33,064.80
Bill Pmt -Check	04/23/2012	52964	Weldor's Supply House, Inc		195.00	32,869.80
Check	04/23/2012	52965	Dave Schemanski		914.61	31,955.19
Bill Pmt -Check	04/26/2012	52966	Ernest Fuller Trucking Com...		300.00	31,655.19
Check	04/27/2012				550.00	31,105.19
Deposit	04/27/2012				3,829.48	27,275.71
Deposit	04/27/2012			113,620.00		140,895.71
Bill Pmt -Check	05/01/2012	52968	BB&T Financial, FSB	21,380.00		162,275.71
Bill Pmt -Check	05/01/2012	52969	DuBose Steel Inc		297.00	161,978.71
Bill Pmt -Check	05/01/2012	52970	Eagle Bridges Marathon		1,459.66	160,519.05
Bill Pmt -Check	05/01/2012	52971	First Bank		676.68	159,842.37
Bill Pmt -Check	05/01/2012	52972	Goodrich Drafting Inc		5,145.81	154,696.56
Bill Pmt -Check	05/01/2012	52973	J Grady Randolph Trucking		150.00	154,546.56
Bill Pmt -Check	05/01/2012	52974	LDI Reproprinting Centers		1,700.00	152,846.56
Bill Pmt -Check	05/01/2012	52975	The Copy Spot, Inc.		618.46	152,228.10
Bill Pmt -Check	05/01/2012	52976	Triad Metals International		300.34	151,927.76
Bill Pmt -Check	05/01/2012	52977	Weldor's Supply House, Inc		22,466.48	129,461.28
Check	05/01/2012	52978	Patricia Sprenger		457.00	129,004.28
Bill Pmt -Check	05/01/2012	52979	Hardwick Company		8,000.00	121,004.28
General Journal	05/03/2012	135			21,380.00	99,624.28
Check	05/04/2012				20.48	99,603.80
Bill Pmt -Check	05/07/2012	52980	First Bank		3,917.46	95,686.34
Bill Pmt -Check	05/07/2012	52981	Surplus Center		4,118.33	91,568.01
Deposit	05/07/2012				3,034.29	88,533.72
Bill Pmt -Check	05/08/2012	52982	DuBose Steel Inc	15,610.00		104,143.72
Bill Pmt -Check	05/08/2012	52983	Eagle Bridges Marathon		4,246.00	99,897.72
Bill Pmt -Check	05/08/2012	52984	J Grady Randolph Trucking		834.43	99,063.29
Bill Pmt -Check	05/08/2012	52985	LDI Reproprinting Centers		850.00	98,213.29
Bill Pmt -Check	05/08/2012	52986	The Copy Spot, Inc.		547.84	97,665.45
					248.46	97,416.99

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General Ledger
 As of December 31, 2012

Type	Date	Num	Name	Debit	Credit	Balance
Check	05/09/2012		IMS			
Check	05/11/2012				6,598.79	90,818.20
Bill Pmt -Check	05/14/2012	52988	Triad Metals International		4,008.71	86,809.49
Check	05/14/2012	52989	True North		22,511.01	64,298.48
Deposit	05/16/2012				7,000.00	57,298.48
Bill Pmt -Check	05/17/2012	52990	American Express	15,000.00		72,298.48
Bill Pmt -Check	05/17/2012	52991	AT&T Mobile Phone		5,000.00	67,298.48
Bill Pmt -Check	05/17/2012	52992	Boss Bolt		434.05	66,864.43
Bill Pmt -Check	05/17/2012	52993	Diamond Springs		278.40	66,586.03
Bill Pmt -Check	05/17/2012	52994	Duke Energy		14.10	66,571.93
Bill Pmt -Check	05/17/2012	52995	Eagle Bridges Marathon		408.75	66,163.18
Bill Pmt -Check	05/17/2012	52996	Fuller Consulting Engineers,.		829.18	65,334.00
Bill Pmt -Check	05/17/2012	52997	Goodrich Drafting Inc		1,217.50	64,116.50
Bill Pmt -Check	05/17/2012	52998	Greenville Water System		950.00	63,166.50
Bill Pmt -Check	05/17/2012	52999	Home Depot		46.24	63,120.26
Bill Pmt -Check	05/17/2012	53000	J Grady Randolph Trucking		315.00	62,805.26
Bill Pmt -Check	05/17/2012	53001	LDI Reproprinting Centers		850.00	61,955.26
Bill Pmt -Check	05/17/2012	53002	Nelson Stud		278.79	61,676.47
Bill Pmt -Check	05/17/2012	53003	Powells Trash Service&Rec...		497.10	61,179.37
Bill Pmt -Check	05/17/2012	53004	The Copy Spot, Inc.		40.00	61,139.37
Bill Pmt -Check	05/17/2012	53005	The UPS Store #3018		386.65	60,752.72
Check	05/18/2012				239.59	60,513.13
Bill Pmt -Check	05/18/2012	53006	VICTEK MACHINERY, INC		3,816.00	56,697.13
Check	05/18/2012	53007	David Schemanski		394.00	56,303.13
Bill Pmt -Check	05/21/2012	53008	BMW Credit Card		400.00	55,903.13
Bill Pmt -Check	05/21/2012	53009	Charter Communications		5,000.00	50,903.13
Bill Pmt -Check	05/21/2012	53010	Suburban Propane		375.88	50,527.45
Bill Pmt -Check	05/21/2012	53012	DuBose Steel Inc		83.25	50,444.20
Check	05/25/2012				941.78	49,502.42
Deposit	05/30/2012				4,591.08	44,911.34
Check	05/30/2012	53013	Patricia Sprenger	163,857.00		208,768.34
Bill Pmt -Check	05/30/2012	53014	BB&T Financial, FSB		8,000.00	200,768.34
Bill Pmt -Check	05/30/2012	53015	Boss Bolt		300.00	200,468.34
Bill Pmt -Check	05/30/2012	53016	DuBose Steel Inc		2,252.59	198,215.75
Bill Pmt -Check	05/30/2012	53017	Eagle Bridges Marathon		7,628.02	190,587.73
Bill Pmt -Check	05/30/2012	53018	Goodrich Drafting Inc		1,143.75	189,443.98
Bill Pmt -Check	05/30/2012	53019	J Grady Randolph Trucking		1,500.00	187,943.98
Bill Pmt -Check	05/30/2012	53020	Klingspor		4,850.00	183,093.98
Bill Pmt -Check	05/30/2012	53021	LDI Reproprinting Centers		84.19	183,029.79
Bill Pmt -Check	05/30/2012	53022	Saunders & Company, PA		1,165.01	181,864.78
Bill Pmt -Check	05/30/2012	53023	Statesboro Erectors		230.00	181,634.78
Bill Pmt -Check	05/30/2012	53024	Suburban Propane		12,500.00	169,134.78
Bill Pmt -Check	05/30/2012	53025	T M Graphics Inc.		206.37	168,928.41
Bill Pmt -Check	05/30/2012	53026	The Copy Spot, Inc.		5,600.00	163,328.41
Bill Pmt -Check	05/30/2012	53027	The UPS Store #3018		659.80	162,668.61
Bill Pmt -Check	05/30/2012	53028	The Wagner Companies		189.70	162,478.91
Bill Pmt -Check	05/30/2012	53029	Triad Metals International		468.41	162,010.50
Bill Pmt -Check	05/30/2012	53030	United Rentals		27,573.80	134,436.70
Bill Pmt -Check	05/30/2012	53031	Upstate Computer		796.30	133,640.40
Bill Pmt -Check	05/30/2012	53032	Weldor's Supply House, Inc		20.00	133,620.40
Bill Pmt -Check	05/30/2012	53033	Stewart and Crouch		2,176.71	131,443.69
Check	05/30/2012	53035	Patricia Sprenger		5,000.00	126,443.69
Check	06/01/2012				50,000.00	76,443.69
Check	06/01/2012	53036	Kevin Sprenger		4,843.54	71,600.15
Bill Pmt -Check	06/04/2012	53037	First Bank		200.00	71,400.15
Bill Pmt -Check	06/04/2012	53038	American Express		5,145.81	66,254.34
Bill Pmt -Check	06/04/2012	53039	Crane America Services		4,000.00	62,254.34
Check	06/04/2012	53040	Diana Sprenger		2,889.47	59,364.87
Bill Pmt -Check	06/05/2012	53041	Greenville Water System		1,000.00	58,364.87
Bill Pmt -Check	06/05/2012	53042	Powells Trash Service&Rec...		0.59	58,364.28
Bill Pmt -Check	06/07/2012	53043	Greenville Drafting Inc		40.00	58,324.28
Bill Pmt -Check	06/07/2012	53044	Home Depot		8,500.00	49,824.28
Check	06/08/2012				398.00	49,426.28
Check	06/08/2012				5,951.08	43,475.20
Check	06/25/2012				5,255.84	38,219.36
Deposit	06/25/2012				4,918.02	33,301.34
Bill Pmt -Check	06/25/2012	53045	AT&T Mobile Phone	60,000.00		93,301.34
Bill Pmt -Check	06/25/2012	53046	Charter Communications		447.79	92,853.55
Bill Pmt -Check	06/25/2012	53047	DuBose Steel Inc		375.88	92,477.67
					28,448.86	64,029.01

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Type	Date	Num	Name	Debit	Credit	Balance
Bill Pmt -Check	06/25/2012	53048	Duke Energy		556.37	63,472.64
Bill Pmt -Check	06/25/2012	53049	Eagle Bridges Marathon		1,525.00	61,947.64
Bill Pmt -Check	06/25/2012	53050	Greenville Drafting Inc		4,500.00	57,447.64
Bill Pmt -Check	06/25/2012	53051	LDI Reproprinting Centers		169.66	57,277.98
Bill Pmt -Check	06/25/2012	53052	The Hartford		243.89	57,034.09
Check	06/25/2012	53053	BMW Credit Card		3,000.00	54,034.09
Bill Pmt -Check	06/28/2012	53054	Kelth Gibbson		68.00	53,966.09
Check	06/29/2012	53055	Mass Mutual		1,245.31	52,720.78
Bill Pmt -Check	06/29/2012	53056	First Bank		5,381.46	47,339.33
Bill Pmt -Check	06/29/2012	53057	Goodrich Drafting Inc		5,145.81	42,193.52
Bill Pmt -Check	06/29/2012	53060	Stewart and Crouch		1,800.00	40,393.52
Check	06/29/2012	53061	Kevin Sprenger		5,000.00	35,393.52
Check	06/29/2012	53062	Kelth Gibbson		200.00	35,193.52
Check	06/29/2012	53063	Dave Schemanski		250.00	34,943.52
Check	07/02/2012	53064	Patricia Sprenger		250.00	34,693.52
Check	07/03/2012				8,000.00	26,693.52
Check	07/13/2012				5,488.09	21,225.43
Deposit	07/16/2012				5,148.89	16,076.54
Deposit	07/17/2012			40,000.00		56,076.54
Bill Pmt -Check	07/17/2012	53065	Boss Bolt	494,401.52		550,478.06
Bill Pmt -Check	07/17/2012	53066	Diamond Springs		3,694.87	546,783.09
Bill Pmt -Check	07/17/2012	53067	DuBose Steel Inc		28.20	546,754.89
Bill Pmt -Check	07/17/2012	53068	Fuller Consulting Engineers,...		223,335.92	323,418.87
Bill Pmt -Check	07/17/2012	53069	Glidden Professional Paint ...		6,351.25	317,067.72
Bill Pmt -Check	07/17/2012	53070	Goodrich Drafting Inc		2,160.00	314,907.72
Bill Pmt -Check	07/17/2012	53097	Greenville County Tax Colle...		6,660.00	308,247.72
Bill Pmt -Check	07/17/2012	53072	Greenville Drafting Inc		994.00	307,253.72
Bill Pmt -Check	07/17/2012	53073	Greenville Water System		12,900.00	294,353.72
Bill Pmt -Check	07/17/2012	53074	J Grady Randolph Trucking		28.79	294,326.93
Bill Pmt -Check	07/17/2012	53075	LDI Reproprinting Centers		2,050.00	292,276.93
Bill Pmt -Check	07/17/2012	53076	Lowe's Business Account		298.65	291,980.28
Bill Pmt -Check	07/17/2012	53077	Perry Stud Welding		1,000.00	290,980.28
Bill Pmt -Check	07/17/2012	53078	Powells Trash Service&Rec...		202.34	290,777.94
Bill Pmt -Check	07/17/2012	53079	Quality Electrical Contractors		40.00	290,737.94
Bill Pmt -Check	07/17/2012	53080	Saunders & Company, PA		786.34	289,951.60
Bill Pmt -Check	07/17/2012	53081	Suburban Propane		243.00	289,708.60
Bill Pmt -Check	07/17/2012	53082	The Copy Spot, Inc.		136.21	289,572.39
Bill Pmt -Check	07/17/2012	53083	The Hartford		590.00	288,982.39
Bill Pmt -Check	07/17/2012	53084	The UPS Store #3018		250.89	288,731.50
Bill Pmt -Check	07/17/2012	53085	United Rentals		362.90	288,368.60
Bill Pmt -Check	07/17/2012	53086	Weldor's Supply House, Inc		51.91	288,316.69
Bill Pmt -Check	07/17/2012	53087	Diamond Springs		1,585.29	286,731.40
Bill Pmt -Check	07/17/2012	53088	DuBose Steel Inc		76.50	286,654.90
Check	07/17/2012	53089	Marcell Sprenger		20,268.55	266,386.35
Check	07/17/2012	53090	Marco Sprenger		5,000.00	261,386.35
Check	07/18/2012	53091	Patricia Sprenger		5,000.00	256,386.35
Check	07/23/2012				170,000.00	86,386.35
Bill Pmt -Check	07/23/2012	53092	American Express		5,210.28	81,176.07
Bill Pmt -Check	07/23/2012	53093	AT&T Mobile Phone		3,000.00	78,176.07
Bill Pmt -Check	07/23/2012	53094	Charter Communications		443.59	77,732.48
Bill Pmt -Check	07/23/2012	53095	Duke Energy		374.44	77,358.04
Check	07/23/2012	53096	Advanced Transmission		573.26	76,784.78
Bill Pmt -Check	07/26/2012	53098	BMW Credit Card		1,675.00	75,109.78
Check	07/27/2012	53099	Kevin Sprenger		2,000.00	73,109.78
Check	07/27/2012				200.00	72,909.78
Check	07/30/2012	53100	Stewart and Crouch		4,771.04	68,138.74
Bill Pmt -Check	08/01/2012	53101	First Bank		5,000.00	63,138.74
Bill Pmt -Check	08/01/2012	53102	Greenville County Tax Colle...		5,145.81	57,992.93
Check	08/01/2012	53103	Industrial Galvanizers Colu...		1,044.00	56,948.93
Check	08/02/2012				2,000.00	54,948.93
Bill Pmt -Check	08/09/2012	53104	Home Depot		5,340.51	49,608.42
Check	08/10/2012				600.00	49,008.42
Check	08/10/2012	53105	Kevin Sprenger		5,317.91	43,690.51
Bill Pmt -Check	08/15/2012	53106	American Express		200.00	43,490.51
Check	08/16/2012	53107	Kevin Sprenger		2,500.00	40,990.51
Check	08/17/2012				200.00	40,790.51
Deposit	08/20/2012				5,226.94	35,563.57
Bill Pmt -Check	08/20/2012	53108	Quincy Joist	419,342.70		454,906.27
					108,000.00	346,906.27

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Type	Date	Num	Name	Debit	Credit	Balance
Bill Pmt -Check	08/20/2012	53109	DuBose Steel Inc		211,342.70	135,563.57
Bill Pmt -Check	08/20/2012	53110	AZZ Galvanizer		6,712.51	128,851.06
Bill Pmt -Check	08/20/2012	53111	BB&T Financial, FSB		305.00	128,546.06
Bill Pmt -Check	08/20/2012	53112	Boss Bolt		9,938.54	118,607.52
Bill Pmt -Check	08/20/2012	53113	Crane America Services		807.50	117,800.02
Bill Pmt -Check	08/20/2012	53114	DuBose Steel Inc		14,760.34	103,039.68
Bill Pmt -Check	08/20/2012	53115	Greenville County Tax Colle...		1,044.00	101,995.68
Bill Pmt -Check	08/20/2012	53116	Greenville Water System		31.50	101,964.18
Bill Pmt -Check	08/20/2012	53117	J Grady Randolph Trucking		1,850.00	100,114.18
Bill Pmt -Check	08/20/2012	53118	LDI Reproprinting Centers		271.05	99,843.13
Bill Pmt -Check	08/20/2012	53119	Smith Metal Fab, Inc		75.00	99,768.13
Bill Pmt -Check	08/20/2012	53120	The Copy Spot, Inc.		985.40	98,782.73
Bill Pmt -Check	08/20/2012	53121	The Hartford		780.04	98,022.69
Bill Pmt -Check	08/20/2012	53122	Weldor's Supply House, Inc		2,221.01	95,801.68
Check	08/24/2012				4,591.28	91,210.40
Bill Pmt -Check	08/24/2012	53123	AT&T Mobile Phone		436.86	90,773.44
Bill Pmt -Check	08/24/2012	53124	BMW Credit Card		2,500.00	88,273.44
Bill Pmt -Check	08/24/2012	53125	Charter Communications		375.46	87,897.98
Bill Pmt -Check	08/24/2012	53126	Diamond Springs		49.35	87,848.63
Bill Pmt -Check	08/24/2012	53127	DuBose Steel Inc		5,532.25	82,316.38
Bill Pmt -Check	08/24/2012	53128	Duke Energy		594.96	81,721.42
Bill Pmt -Check	08/24/2012	53129	Home Depot		1,500.00	80,221.42
Check	08/24/2012	53130	Kevin Sprenger		200.00	80,021.42
Bill Pmt -Check	08/28/2012	53131	Boss Bolt		29.75	79,991.67
Bill Pmt -Check	08/28/2012	53132	Diamond Springs		65.14	79,926.53
Bill Pmt -Check	08/28/2012	53133	Greenville Drafting Inc		1,500.00	78,426.53
Bill Pmt -Check	08/28/2012	53134	J Grady Randolph Trucking		7,600.00	70,826.53
Bill Pmt -Check	08/28/2012	53135	LDI Reproprinting Centers		788.12	70,038.41
Bill Pmt -Check	08/28/2012	53136	Lowe's Business Account		600.00	69,438.41
Bill Pmt -Check	08/28/2012	53137	Powells Trash Service&Rec...		40.00	69,418.41
Bill Pmt -Check	08/28/2012	53138	Saunders & Company, PA		111.00	69,307.41
Bill Pmt -Check	08/28/2012	53139	Suburban Propane		135.79	69,171.62
Bill Pmt -Check	08/28/2012	53140	The Copy Spot, Inc.		507.50	68,664.12
Bill Pmt -Check	08/28/2012	53141	Weldor's Supply House, Inc		256.50	68,407.62
Deposit	08/30/2012			25,810.00		94,017.62
Deposit	08/30/2012			8,500.00		102,517.62
Bill Pmt -Check	08/30/2012	53142	T M Graphics Inc.		10,000.00	92,517.62
Check	08/31/2012				4,142.10	88,375.52
Check	08/31/2012	53143	Kevin Sprenger		200.00	88,175.52
Check	08/31/2012	53144	Kelth Gibbson		300.00	87,875.52
General Journal	08/31/2012	136		15.04		87,890.56
Check	09/06/2012				4,382.42	83,508.14
Bill Pmt -Check	09/07/2012	53145	First Bank		5,221.60	78,286.54
Bill Pmt -Check	09/07/2012	53146	Stewart and Crouch		5,000.00	73,286.54
Deposit	09/11/2012			3,412.00		76,698.54
Bill Pmt -Check	09/11/2012	53147	BB&T Financial, FSB		297.00	76,401.54
Bill Pmt -Check	09/11/2012	53148	Boss Bolt		5,048.75	71,352.79
Bill Pmt -Check	09/11/2012	53149	DuBose Steel Inc		6,395.78	64,957.01
Bill Pmt -Check	09/11/2012	53150	Glidden Professional Paint ...		2,195.37	62,761.64
Bill Pmt -Check	09/11/2012	53151	Weldor's Supply House, Inc		302.76	62,458.88
Bill Pmt -Check	09/11/2012	53152	LDI Reproprinting Centers		123.53	62,335.35
Bill Pmt -Check	09/11/2012	53153	Suburban Propane		82.40	62,252.95
Bill Pmt -Check	09/11/2012	53154	The Copy Spot, Inc.		481.75	61,771.20
Bill Pmt -Check	09/11/2012	53155	The Hartford		1,013.93	60,757.27
Bill Pmt -Check	09/11/2012	53156	The UPS Store #3018		180.58	60,576.69
Check	09/14/2012				4,365.23	56,211.46
Check	09/14/2012	53157	Kevin Sprenger		200.00	56,011.46
Bill Pmt -Check	09/14/2012	53158	STI - Service Transport Inc		1,500.00	54,511.46
Bill Pmt -Check	09/17/2012	53159	Lowe's Business Account		800.00	53,911.46
Bill Pmt -Check	09/17/2012	53160	Boss Bolt		3,597.67	50,313.79
Bill Pmt -Check	09/17/2012	53161	DuBose Steel Inc		5,714.90	44,598.89
Bill Pmt -Check	09/17/2012	53162	LDI Reproprinting Centers		283.58	44,315.31
Bill Pmt -Check	09/17/2012	53163	The Copy Spot, Inc.		220.00	44,095.31
Bill Pmt -Check	09/18/2012	53164	American Express		1,000.00	43,095.31
Bill Pmt -Check	09/18/2012	53165	AT&T		364.54	42,730.77
Bill Pmt -Check	09/18/2012	53166	AT&T Mobile Phone		82.75	42,648.02
Bill Pmt -Check	09/18/2012	53167	Duke Energy		544.13	42,103.89
Check	09/21/2012				4,364.12	37,739.77
Bill Pmt -Check	09/21/2012	53168	Charter Communications		377.81	37,361.96

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Type	Date	Num	Name	Debit	Credit	Balance
Bill Pmt -Check	09/21/2012	53169	Diamond Springs		29.89	37,332.07
Bill Pmt -Check	09/21/2012	53170	DuBose Steel Inc		1,477.80	35,854.27
Bill Pmt -Check	09/21/2012	53171	Home Depot		854.00	35,000.27
Bill Pmt -Check	09/21/2012	53172	LDI Reproprinting Centers		469.10	34,541.17
Bill Pmt -Check	09/21/2012	53173	Perry Stud Welding		2,655.30	31,885.87
Bill Pmt -Check	09/21/2012	53174	Weldor's Supply House, Inc		339.73	31,546.14
Check	09/21/2012	53175	Kevin Sprenger		200.00	31,346.14
Bill Pmt -Check	09/27/2012	53176	BMW Credit Card		2,000.00	29,346.14
Check	09/27/2012	53177	Kevin Sprenger		200.00	29,146.14
Check	09/28/2012				4,779.14	24,367.00
Bill Pmt -Check	09/28/2012	53178	Greenville Drafting Inc		3,600.00	20,767.00
Bill Pmt -Check	10/02/2012	53179	Glidden Professional Paint ...		1,350.00	19,417.00
Bill Pmt -Check	10/02/2012	53180	Greenville County Tax Colle...		165.59	19,251.41
Bill Pmt -Check	10/02/2012	53181	Greenville Water System		72.70	19,178.71
Bill Pmt -Check	10/02/2012	53182	LDI Reproprinting Centers		139.57	19,039.14
Bill Pmt -Check	10/02/2012	53183	Mass Mutual		1,245.31	17,793.83
Bill Pmt -Check	10/02/2012	53184	Powells Trash Service&Rec...		40.00	17,753.83
Bill Pmt -Check	10/02/2012	53185	Weldor's Supply House, Inc		1,266.80	16,487.03
General Journal	10/03/2012	137		25,000.00		41,487.03
Bill Pmt -Check	10/04/2012	53186	Glidden Professional Paint ...		1,350.00	40,137.03
Bill Pmt -Check	10/04/2012	53187	First Bank		5,221.60	34,915.43
Check	10/05/2012		Kevin Sprenger		200.00	34,715.43
Check	10/05/2012				4,697.29	30,018.14
Check	10/08/2012	53189	Industrial Galvanizers Colu...		2,000.00	28,018.14
Check	10/11/2012	53190	Bobs Culter Grinding Service		225.30	27,792.84
Check	10/12/2012				4,328.61	23,464.23
General Journal	10/18/2012	138		15,000.00		38,464.23
Bill Pmt -Check	10/18/2012	53191	American Express		2,000.00	36,464.23
Bill Pmt -Check	10/18/2012	53192	Boss Bolt		78.65	36,385.58
Bill Pmt -Check	10/18/2012	53193	Diamond Springs		14.95	36,370.63
Bill Pmt -Check	10/18/2012	53194	DuBose Steel Inc		2,076.05	34,294.58
Bill Pmt -Check	10/18/2012	53195	Duke Energy		474.98	33,819.60
Bill Pmt -Check	10/18/2012	53196	Glidden Professional Paint ...		337.50	33,482.10
Bill Pmt -Check	10/18/2012	53197	Greenville Water System		96.29	33,385.81
Bill Pmt -Check	10/18/2012	53198	Lowe's Business Account		500.00	32,885.81
Bill Pmt -Check	10/18/2012	53199	Saunders & Company, PA		139.00	32,746.81
Bill Pmt -Check	10/18/2012	53200	Suburban Propane		100.62	32,646.19
Bill Pmt -Check	10/18/2012	53201	The Copy Spot, Inc.		541.40	32,104.79
Bill Pmt -Check	10/18/2012	53202	The Hartford		1,003.93	31,100.86
Bill Pmt -Check	10/18/2012	53203	Weldor's Supply House, Inc		1,355.10	29,745.76
Check	10/18/2012	53204	Kevin Sprenger		400.00	29,345.76
Check	10/19/2012				4,779.67	24,566.09
Bill Pmt -Check	10/19/2012	53205	Home Depot		411.00	24,155.09
Deposit	10/22/2012			136,122.05		160,277.14
Bill Pmt -Check	10/22/2012	53206	AT&T Mobile Phone		462.28	159,814.86
Bill Pmt -Check	10/22/2012	53207	BMW Credit Card		4,000.00	155,814.86
Bill Pmt -Check	10/22/2012	53208	Charter Communications		377.94	155,436.92
Bill Pmt -Check	10/22/2012	53209	Upstate Computer		150.00	155,286.92
Bill Pmt -Check	10/23/2012	53210	Boss Bolt		3,244.15	152,042.77
Bill Pmt -Check	10/23/2012	53211	DuBose Steel Inc		26,135.86	125,906.91
Bill Pmt -Check	10/23/2012	53212	Glidden Professional Paint ...		1,887.50	124,219.41
Bill Pmt -Check	10/23/2012	53213	LDI Reproprinting Centers		302.10	123,917.31
Bill Pmt -Check	10/23/2012	53214	Powells Trash Service&Rec...		40.00	123,877.31
Bill Pmt -Check	10/23/2012	53215	Suburban Propane		118.41	123,758.90
Bill Pmt -Check	10/23/2012	53216	The Copy Spot, Inc.		75.90	123,683.00
Bill Pmt -Check	10/23/2012	53217	The UPS Store #3018		245.18	123,437.82
Bill Pmt -Check	10/23/2012	53218	Upstate Computer		152.64	123,285.18
Bill Pmt -Check	10/23/2012	53219	Weldor's Supply House, Inc		868.02	122,417.16
Check	10/26/2012				4,702.15	117,715.01
Check	10/26/2012	53220	Kevin Sprenger		200.00	117,515.01
Deposit	10/26/2012			58,062.74		175,577.75
Check	10/29/2012	53221	Patricia Sprenger		7,000.00	168,577.75
Bill Pmt -Check	10/31/2012	53222	T M Graphics Inc.		5,000.00	163,577.75
Check	10/31/2012	53223	Kelth Gibbons		120.00	163,457.75
Bill Pmt -Check	11/01/2012	53224	BB&T Financial, FSB		293.00	163,164.75
Bill Pmt -Check	11/01/2012	53225	Diamond Springs		37.36	163,127.39
Bill Pmt -Check	11/01/2012	53226	First Bank		5,221.60	157,905.79
Bill Pmt -Check	11/01/2012	53227	Glidden Professional Paint ...		1,350.00	156,555.79
Bill Pmt -Check	11/01/2012	53228	LDI Reproprinting Centers		712.11	155,843.68

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Type	Date	Num	Name	Debit	Credit	Balance
Bill Pmt -Check	11/01/2012	53229	Lowe's Business Account		62.00	155,781.68
Bill Pmt -Check	11/01/2012	53230	Saunders & Company, PA		105.00	155,676.68
Bill Pmt -Check	11/01/2012	53231	STI - Service Transport Inc		950.00	154,726.68
Bill Pmt -Check	11/01/2012	53232	Suburban Propane		82.82	154,643.86
Bill Pmt -Check	11/01/2012	53233	The Copy Spot, Inc.		168.00	154,475.86
Bill Pmt -Check	11/01/2012	53234	Upstate Computer		20.00	154,455.86
Bill Pmt -Check	11/01/2012	53235	Weldor's Supply House, Inc		1,461.86	152,994.00
Check	11/01/2012	53236	Stewart and Crouch		5,000.00	147,994.00
Check	11/02/2012				4,730.42	143,263.58
Check	11/02/2012	53237	Kevin Sprenger		200.00	143,063.58
Check	11/09/2012				4,799.87	138,263.71
Check	11/09/2012	53238	Kevin Sprenger		200.00	138,063.71
Bill Pmt -Check	11/13/2012	53239	DuBose Steel Inc		437.64	137,626.07
Bill Pmt -Check	11/13/2012	53240	Duke Energy		487.30	137,140.77
Bill Pmt -Check	11/13/2012	53241	Greenville Water System		89.47	137,051.30
Bill Pmt -Check	11/13/2012	53242	Home Depot		441.00	136,610.30
Bill Pmt -Check	11/13/2012	53243	LDI Reproprinting Centers		223.36	136,386.94
Bill Pmt -Check	11/13/2012	53244	Perry Stud Welding		265.30	136,121.64
Bill Pmt -Check	11/13/2012	53245	STI - Service Transport Inc		1,425.00	134,696.64
Bill Pmt -Check	11/13/2012	53246	Suburban Propane		65.02	134,631.62
Bill Pmt -Check	11/13/2012	53247	The Hartford		1,003.93	133,627.69
Bill Pmt -Check	11/13/2012	53248	Weldor's Supply House, Inc		1,219.19	132,408.50
Check	11/15/2012	53249	Jorge Sanchez		2,732.00	129,676.50
Check	11/16/2012	53250	Kevin Sprenger		200.00	129,476.50
Check	11/16/2012				4,604.22	124,872.28
Bill Pmt -Check	11/19/2012	53251	American Express		2,000.00	122,872.28
Check	11/19/2012	53252	Jorge Sanchez		4,057.00	118,815.28
Check	11/20/2012				5,011.11	113,804.17
Check	11/20/2012	53253	Kevin Sprenger		640.00	113,164.17
Deposit	11/21/2012			271,437.26		384,701.43
Bill Pmt -Check	11/21/2012	53254	DuBose Steel Inc		271,437.26	113,264.17
Bill Pmt -Check	11/21/2012	53255	AT&T Mobile Phone		430.93	112,833.24
Bill Pmt -Check	11/21/2012	53256	Charter Communications		375.88	112,457.36
Bill Pmt -Check	11/21/2012	53257	DuBose Steel Inc		19,585.44	92,871.92
Bill Pmt -Check	11/21/2012	53258	LDI Reproprinting Centers		423.57	92,448.35
Bill Pmt -Check	11/21/2012	53259	Powells Trash Service&Rec...		40.00	92,408.35
Bill Pmt -Check	11/21/2012	53260	Weldor's Supply House, Inc		271.32	92,137.03
Check	11/26/2012	53261	Industrial Galvanizer		2,000.00	90,137.03
Bill Pmt -Check	11/26/2012	53263	BMW Credit Card		2,000.00	88,137.03
Bill Pmt -Check	11/26/2012	53264	AZZ Galvanizer		7,348.45	80,788.58
Bill Pmt -Check	11/28/2012	53265	Stainless & Alloy Piping		800.00	79,988.58
Check	11/30/2012				3,914.16	76,074.42
Check	11/30/2012	53266	Kevin Sprenger		900.00	75,174.42
Check	11/30/2012	53267	Jorge Sanchez		4,689.00	70,485.42
Deposit	12/06/2012			31,019.00		101,504.42
Check	12/06/2012	53268	Stewart and Crouch		5,000.00	96,504.42
Bill Pmt -Check	12/06/2012	53269	Diamond Springs		29.89	96,474.53
Bill Pmt -Check	12/06/2012	53270	DuBose Steel Inc		7,410.20	89,064.33
Bill Pmt -Check	12/06/2012	53271	First Bank		5,221.60	83,842.73
Bill Pmt -Check	12/06/2012	53272	LDI Reproprinting Centers		1,407.32	82,435.41
Bill Pmt -Check	12/06/2012	53273	Lowe's Business Account		67.00	82,368.41
Bill Pmt -Check	12/06/2012	53274	Perry Stud Welding		150.63	82,217.78
Bill Pmt -Check	12/06/2012	53275	Suburban Propane		100.62	82,117.16
Bill Pmt -Check	12/06/2012	53276	The Hartford		1,003.93	81,113.23
Check	12/06/2012	53277	Kevin Sprenger		1,200.00	79,913.23
Check	12/07/2012				4,062.44	75,850.79
Deposit	12/07/2012			74,281.00		150,131.79
Bill Pmt -Check	12/07/2012	53278	Metal Dek Group		74,281.00	75,850.79
Check	12/11/2012	53280	Jorge Sanchez		2,194.61	73,656.18
Deposit	12/11/2012			15,900.00		89,556.18
Bill Pmt -Check	12/13/2012	53281	Airgas National Welders		8.30	89,547.88
Bill Pmt -Check	12/13/2012	53282	American Express		2,000.00	87,547.88
Bill Pmt -Check	12/13/2012	53283	BB&T Financial, FSB		295.00	87,252.88
Bill Pmt -Check	12/13/2012	53284	BMW Credit Card		2,000.00	85,252.88
Bill Pmt -Check	12/13/2012	53285	Crane America Services		1,253.75	83,999.13
Bill Pmt -Check	12/13/2012	53286	Duke Energy		343.90	83,655.23
Bill Pmt -Check	12/13/2012	53287	Glidden Professional Paint ...		1,350.00	82,305.23
Bill Pmt -Check	12/13/2012	53288	Greenville Water System		40.94	82,264.29
Bill Pmt -Check	12/13/2012	53289	Home Depot		438.00	81,826.29

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Cash Basis

MSPS General Ledger

As of December 31, 2012

CONFIDENTIAL

Type	Date	Num	Name	Debit	Credit	Balance
Bill Pmt -Check	12/13/2012	53290	LDI Reproprinting Centers		537.59	81,288.90
Bill Pmt -Check	12/13/2012	53291	Perry Stud Welding		3,728.94	77,559.96
Bill Pmt -Check	12/13/2012	53292	Powells Trash Service&Rec...		40.00	77,519.96
Bill Pmt -Check	12/13/2012	53293	Saunders & Company, PA		108.00	77,411.96
Bill Pmt -Check	12/13/2012	53294	STI - Service Transport Inc		4,275.00	73,136.96
Bill Pmt -Check	12/13/2012	53295	Suburban Propane		129.72	73,007.24
Bill Pmt -Check	12/13/2012	53296	The UPS Store #3018		121.45	72,885.79
Bill Pmt -Check	12/13/2012	53297	Weldor's Supply House, Inc		3,526.14	69,359.65
Check	12/14/2012				3,802.20	65,557.45
Bill Pmt -Check	12/18/2012	53298	AT&T Mobile Phone		484.06	65,073.39
Bill Pmt -Check	12/18/2012	53299	Charter Communications		375.92	64,697.47
Check	12/18/2012	53300	Kevin Sprenger		200.00	64,497.47
Check	12/21/2012				7,420.86	57,076.61
Check	12/21/2012	53302	Kevin Sprenger		400.00	56,676.61
Check	12/21/2012	53304	Marco Sprenger		254.00	56,422.61
Total Bank of America				2,818,644.07	2,815,178.46	56,422.61
PETTY CASH - TR						
General Journal	12/31/2012	TRADJ			174,499.75	174,499.75
Total PETTY CASH - TR					174,499.75	0.00
				0.00	174,499.75	0.00
Accounts Receivable						
Payment	01/02/2012	21282	Landmark Builders:St. Mich...			0.00
Payment	01/02/2012		Landmark Builders:St. Mich...	101,000.00		101,000.00
Payment	01/09/2012	126676	Harper Construction	30,910.48		131,910.48
Payment	01/09/2012	126676	Harper Construction		800.00	131,110.48
Payment	01/30/2012	39656	RA Moore and Associates	800.00		131,910.48
Payment	01/30/2012	38656	RA Moore and Associates	450.00		132,360.48
Payment	02/08/2012	21384	-MULTIPLE-		450.00	131,910.48
Payment	02/05/2012	21384	Landmark Builders:St. Mich...		37,533.53	94,376.95
Payment	02/21/2012		Landmark Builders:St. Mich...	37,308.33		131,685.28
Payment	02/21/2012		Landmark Builders:St. Mich...		5,000.00	126,685.28
Payment	03/02/2012	111724	McKnight Construction Co:...	5,000.00		131,685.28
Payment	03/02/2012	111724	McKnight Construction Co:...		153,000.00	-21,314.72
Payment	03/27/2012		McKnight Construction Co	153,000.00		131,685.28
Payment	04/23/2012		Southside Constructors, Inc...		101,900.00	29,785.28
Payment	04/27/2012	112077	McKnight Construction Co:...		46,675.75	-16,890.47
Payment	04/27/2012	112077	McKnight Construction Co:...	113,620.00		96,729.53
Payment	04/27/2012	112078	McKnight Construction Co:...		113,620.00	-16,890.47
Payment	04/27/2012	112078	McKnight Construction Co:...		21,380.00	-38,270.47
Payment	05/07/2012		McKnight Construction Co:...	21,380.00		-16,890.47
Payment	05/07/2012		McKnight Construction Co:...		15,610.00	-32,500.47
Payment	05/16/2012	125	Homes by Dickerson	15,610.00		-16,890.47
Payment	05/16/2012	125	Homes by Dickerson		15,000.00	-31,890.47
Payment	05/30/2012	10411	Southside Constructors, Inc...	15,000.00		-16,890.47
Payment	05/30/2012	10411	Southside Constructors, Inc...	163,857.00		146,966.53
Payment	06/25/2012	29261	McDonald Construction Co, ...		163,857.00	-16,890.47
Payment	06/25/2012	29261	McDonald Construction Co, ...		60,000.00	-76,890.47
Payment	07/16/2012	51804	Monteith Construction:MAH...	60,000.00		-16,890.47
Payment	07/16/2012	51804	Monteith Construction:MAH...	40,000.00		23,109.53
Payment	07/17/2012	29504...	McDonald Construction Co, ...		40,000.00	-16,890.47
Payment	07/17/2012	29504...	McDonald Construction Co, ...	494,000.00		477,109.53
Payment	08/20/2012		McDonald Construction Co, ...		494,401.52	-17,291.99
Payment	08/20/2012		McDonald Construction Co, ...		419,342.70	-436,634.69
Payment	08/30/2012		McDonald Construction Co, ...	419,342.70		-17,291.99
Payment	08/30/2012		McDonald Construction Co, ...	25,610.00		8,318.01
Payment	08/30/2012	52274	Monteith Construction:MAH...		25,610.00	-17,291.99
Payment	08/30/2012	52274	Monteith Construction:MAH...	8,500.00		-8,791.99
Payment	08/11/2012	14629	Owie Construction:Cheroke...		8,500.00	-17,291.99
Payment	08/11/2012	14629	Owie Construction:Cheroke...		3,412.00	-20,703.99
Payment	10/22/2012		Monteith Construction:MAH...	3,412.00		-17,291.99
Payment	10/28/2012	53088	Monteith Construction:MAH...		136,122.05	-153,414.04
Payment	10/28/2012	53088	Monteith Construction:MAH...		58,062.74	-211,476.78
Payment	10/29/2012		Monteith Construction:MAH...	58,062.74		-153,414.04
Payment	11/21/2012	53433	-MULTIPLE-	136,122.05		-17,291.99
Payment	11/21/2012	53433	Monteith Construction:MAH...		271,437.26	-288,729.26
Payment	12/08/2012	53584	Monteith Construction	269,617.26		-19,111.99
					31,019.00	-50,130.99

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Cash Basis

MSPS

General Ledger

As of December 31, 2013

Type	Date	Num	Name	Debit	Credit	Balance
Bank of America						
Bill Pmt -Check	01/02/2013	53305	DuBose Steel Inc			56,422.61
Bill Pmt -Check	01/02/2013	53306	Fuller Consulting En...		2,557.92	53,864.69
Bill Pmt -Check	01/02/2013	53307	LDI Reproprinting C...		1,760.30	52,104.39
Bill Pmt -Check	01/02/2013	53308	Mass Mutual		156.07	51,948.32
Bill Pmt -Check	01/02/2013	53309	Saunders & Comp...		1,245.31	50,703.01
Bill Pmt -Check	01/02/2013	53310	STI - Service Transp.		133.00	50,570.01
Bill Pmt -Check	01/02/2013	53311	Weldor's Supply Ho...		950.00	49,620.01
Check	01/07/2013				1,944.94	47,675.07
Bill Pmt -Check	01/07/2013	53312	First Bank		3,354.65	44,320.42
General Journal	01/07/2013	139			5,221.60	39,098.82
Check	01/08/2013	53313	Marcell Sprenger		10,000.00	29,098.82
General Journal	01/08/2013	140		0.00	909.37	28,189.45
General Journal	01/08/2013	141		4.99		28,189.45
General Journal	01/08/2013	141				28,189.45
Bill Pmt -Check	01/10/2013	53314	STI - Service Transp..		4.99	28,194.44
Check	01/10/2013				475.00	27,714.45
Deposit	01/14/2013				3,717.96	23,996.49
Bill Pmt -Check	01/16/2013	53315	DuBose Steel Inc	516.16		24,511.65
Check	01/18/2013				2,557.62	21,954.03
Deposit	01/18/2013				3,636.09	18,317.94
Check	01/18/2013	53316	Kevin Sprenger	21,450.00		39,767.94
Bill Pmt -Check	01/21/2013	53317	American Express		300.00	39,467.94
Bill Pmt -Check	01/21/2013	53318	AT&T Mobile Phone		2,000.00	37,467.94
Bill Pmt -Check	01/21/2013	53319	DuBose Steel Inc		374.68	37,093.26
Bill Pmt -Check	01/21/2013	53320	Duke Energy		9,759.75	27,333.51
Bill Pmt -Check	01/21/2013	53321	Home Depot		299.46	27,034.05
Bill Pmt -Check	01/21/2013	53322	LDI Reproprinting C...		420.00	26,614.05
Bill Pmt -Check	01/21/2013	53323	Lowe's Business Ac.		1,506.05	25,108.00
Bill Pmt -Check	01/21/2013	53324	The Hartford		73.00	25,035.00
Sales Tax Payment	01/21/2013	53325	SC Department of Rev		1,003.93	24,031.07
Bill Pmt -Check	01/22/2013	53326	STI - Service Transp...		29.16	24,001.91
Bill Pmt -Check	01/22/2013	53327	BMW Credit Card		1,375.00	22,626.91
Deposit	01/23/2013				2,000.00	20,626.91
Bill Pmt -Check	01/23/2013	53328	Charter Communica...	54,409.50		75,036.41
Bill Pmt -Check	01/23/2013	53329	DuBose Steel Inc		375.72	74,660.69
Bill Pmt -Check	01/23/2013	53330	Froehling & Roberts...		2,034.15	72,626.54
Bill Pmt -Check	01/23/2013	53331	Greenville Water Sy...		800.00	71,826.54
Bill Pmt -Check	01/23/2013	53332	Powells Trash Servi...		34.87	71,791.67
Bill Pmt -Check	01/23/2013	53333	Saunders & Comp...		40.00	71,751.67
Bill Pmt -Check	01/23/2013	53334	The Copy Spot, Inc.		100.00	71,651.67
Bill Pmt -Check	01/23/2013	53335	The Wagner Comp...		109.25	71,542.42
Bill Pmt -Check	01/23/2013	53336	Weldor's Supply Ho...		117.84	71,424.58
Check	01/25/2013				406.74	71,017.84
Bill Pmt -Check	01/31/2013	53337	AZZ Galvanizer		3,775.83	67,242.01
Bill Pmt -Check	01/31/2013	53338	LDI Reproprinting C...		5,972.12	61,269.89
Bill Pmt -Check	01/31/2013	53339	STI - Service Transp...		348.70	60,921.19
Bill Pmt -Check	01/31/2013	53340	Suburban Propane		950.00	59,971.19
Bill Pmt -Check	01/31/2013	53341	The Copy Spot, Inc.		47.22	59,923.97
Bill Pmt -Check	01/31/2013	53342	Weldor's Supply Ho...		33.62	59,890.45
Check	02/01/2013	53343	Kevin Sprenger		38.48	59,851.97
Check	02/01/2013				300.00	59,551.97
Bill Pmt -Check	02/05/2013	53344	BB&T Financial, FSB		3,789.29	55,762.68
Bill Pmt -Check	02/05/2013	53345	First Bank		145.00	55,617.68
Bill Pmt -Check	02/05/2013	53346	LDI Reproprinting C...		5,221.60	50,396.08
Bill Pmt -Check	02/05/2013	53347	Lowe's Business Ac.		210.40	50,185.68
Bill Pmt -Check	02/05/2013	53348	Suburban Propane		132.00	50,053.68
Bill Pmt -Check	02/05/2013	53349	The Copy Spot, Inc.		232.31	49,821.37
Bill Pmt -Check	02/05/2013	53350	The UPS Store #3018		10.00	49,811.37
Bill Pmt -Check	02/05/2013	53351	The Wagner Comp...		134.10	49,677.27
Bill Pmt -Check	02/05/2013	53352	Weldor's Supply Ho...		552.78	49,124.49
Check	02/12/2013				540.28	48,584.21
Bill Pmt -Check	02/12/2013	53353	American Express		3,836.10	44,748.11
Bill Pmt -Check	02/12/2013	53354	BB&T Financial, FSB		1,000.00	43,748.11
Bill Pmt -Check	02/12/2013	53355	BMW Credit Card		142.00	43,606.11
Bill Pmt -Check	02/12/2013	53356	Home Depot		1,000.00	42,606.11
Check	02/15/2013	53357	Kevin Sprenger		907.00	41,699.11
Check	02/15/2013				300.00	41,399.11
					3,818.90	37,580.21

DEFENDANT'S

EXHIBIT

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Cash Basis

MSPS General Ledger As of December 31, 2013

Type	Date	Num	Name	Debit	Credit	Balance
Bill Pmt -Check	02/18/2013	53358	DuBose Steel Inc			
Bill Pmt -Check	02/18/2013	53359	Duke Energy		3,916.64	33,663.57
Check	02/18/2013	53360	Stewart and Crouch		335.01	33,328.56
Check	02/22/2013				5,000.00	28,328.56
Deposit	02/26/2013				3,722.53	24,606.03
Bill Pmt -Check	02/26/2013	53361	AT&T Mobile Phone	30,495.00		55,101.03
Bill Pmt -Check	02/26/2013	53362	Charter Communica...		451.74	54,649.29
Bill Pmt -Check	02/26/2013	53363	Greenville Drafting Inc		384.98	54,264.31
Bill Pmt -Check	02/26/2013	53364	Greenville Water Sy...		4,500.00	49,764.31
Bill Pmt -Check	02/26/2013	53365	Perry Stud Welding		32.17	49,732.14
Bill Pmt -Check	02/26/2013	53366	Powells Trash Servi...		109.86	49,622.28
Bill Pmt -Check	02/26/2013	53367	STI - Service Transp...		40.80	49,581.48
Bill Pmt -Check	02/26/2013	53368	Suburban Propane		475.00	49,106.48
Bill Pmt -Check	02/26/2013	53369	The Copy Spot, Inc		145.84	48,960.64
Bill Pmt -Check	02/26/2013	53370	The Hartford		314.56	48,646.08
Bill Pmt -Check	02/26/2013	53371	Weldor's Supply Ho...		4,321.13	44,324.95
General Journal	02/27/2013	142			133.74	44,191.21
Check	02/27/2013		Progressive		11,821.68	32,369.53
Check	02/28/2013	53372	Kevin Sprenger		1,339.00	31,030.53
Check	03/04/2013				300.00	30,730.53
Check	03/04/2013	53373	Industrial Galvanizer		3,916.20	26,814.33
Bill Pmt -Check	03/04/2013	53374	Golden Rule		4,000.00	22,814.33
Bill Pmt -Check	03/04/2013	53375	Diamond Springs		1,950.00	20,864.33
Bill Pmt -Check	03/04/2013	53376	DuBose Steel Inc		14.95	20,849.38
Bill Pmt -Check	03/04/2013	53377	Glidden Professional...		1,204.39	19,644.99
Bill Pmt -Check	03/04/2013	53378	Grainier		1,350.00	18,294.99
Bill Pmt -Check	03/04/2013	53379	Saunders & Compa...		54.30	18,240.69
Bill Pmt -Check	03/04/2013	53380	The Copy Spot, Inc.		125.00	18,115.69
Check	03/04/2013	53381	Weldor's Supply Ho...		86.25	18,029.44
General Journal	03/05/2013	143	Keith Gibbson		186.26	17,843.18
Check	03/07/2013		Fairway Ford		310.00	17,533.18
Check	03/11/2013				4,406.37	13,126.81
Deposit	03/11/2013				1,019.03	12,107.78
Bill Pmt -Check	03/11/2013	53383	Terex Services	101,115.00	3,879.97	8,227.81
Bill Pmt -Check	03/11/2013	53384	Froehling & Roberts...		4,520.19	109,342.81
Bill Pmt -Check	03/11/2013	53385	Fuller Consulting En...		335.00	104,822.62
Bill Pmt -Check	03/11/2013	53386	Home Depot		252.50	104,487.62
Bill Pmt -Check	03/11/2013	53387	Integrity Fire & Safet...		2,000.00	102,235.12
Bill Pmt -Check	03/11/2013	53388	LDI Reproprinting C...		138.00	102,097.12
Bill Pmt -Check	03/11/2013	53389	Lowe's Business Ac...		331.05	101,766.07
Bill Pmt -Check	03/11/2013	53390	Perry Stud Welding		2,000.00	99,766.07
Bill Pmt -Check	03/11/2013	53391	STI - Service Transp...		797.97	98,968.10
Bill Pmt -Check	03/11/2013	53392	The Copy Spot, Inc.		750.00	98,218.10
Bill Pmt -Check	03/11/2013	53393	Upstate Computer		225.70	97,992.40
Bill Pmt -Check	03/11/2013	53394	American Express		150.00	97,842.40
Bill Pmt -Check	03/11/2013	53395	DuBose Steel Inc		3,000.00	94,842.40
Bill Pmt -Check	03/11/2013	53396	Greenville Water Sy...		6,181.26	88,661.14
Bill Pmt -Check	03/11/2013	53397	LDI Reproprinting C...		75.22	88,585.92
Bill Pmt -Check	03/11/2013	53398	Weldor's Supply Ho...		98.41	88,487.51
Check	03/11/2013	53399	First Bank		355.56	88,131.95
Bill Pmt -Check	03/11/2013	53400	Robert M. White		14,335.84	73,796.11
Check	03/11/2013	53401	Greenville County T...		6,461.89	67,334.22
General Journal	03/12/2013	53402	Kevin Sprenger		14,899.01	52,435.21
Sales Tax Payment	03/12/2013	53403	SC Department of Rev		350.00	52,085.21
Check	03/13/2013	53404	SC Department of Rev		132.30	51,952.91
Bill Pmt -Check	03/13/2013	53405	Kevin Sprenger		6,482.70	45,470.21
Bill Pmt -Check	03/13/2013	53406	AT&T Mobile Phone		350.00	45,120.21
Bill Pmt -Check	03/13/2013	53407	BB&T Financial, FSB		354.16	44,766.05
Bill Pmt -Check	03/13/2013	53408	BMW Credit Card		289.00	44,477.05
Bill Pmt -Check	03/13/2013	53409	Charter Communica...		4,000.00	40,477.05
Bill Pmt -Check	03/13/2013	53410	Duke Energy		374.79	40,102.26
Bill Pmt -Check	03/13/2013	53411	Fastenal Company		330.20	39,772.06
Bill Pmt -Check	03/13/2013	53412	Glidden Professional...		353.80	39,418.26
Bill Pmt -Check	03/13/2013	53413	Perry Stud Welding		670.17	38,748.09
Deposit	03/14/2013		Powells Trash Servi...		1,151.47	37,596.62
Check	03/16/2013			4,770.00	40.00	37,556.62
					3,955.29	42,326.62
						38,371.33

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Type	Date	Num	Name	Debit	Credit	Balance
Check	03/18/2013					
Check	03/19/2013					
Check	03/25/2013	53414	H&R Steel Supplies		1,250.00	37,121.33
Check	03/25/2013	53416	Marco Sprenger		799.49	36,321.84
Check	03/25/2013				296.00	36,025.84
Check	03/25/2013	53417	Kevin Sprenger		3,941.30	32,084.54
Deposit	03/25/2013				350.00	31,734.54
Bill Pmt -Check	03/25/2013	53418	CNA Insurance	58,908.30		90,642.84
Bill Pmt -Check	03/25/2013	53420	Fastenal Company		316.42	90,326.42
Bill Pmt -Check	03/25/2013	53421	Fuller Consulting En...		1,730.84	88,595.58
Bill Pmt -Check	03/25/2013	53422	Greenville Drafting Inc		650.00	87,945.58
Bill Pmt -Check	03/25/2013	53423	LDI Reproprinting C...		10,000.00	77,945.58
Bill Pmt -Check	03/25/2013	53424	Weldor's Supply Ho...		47.00	77,898.58
Check	03/25/2013	53425	Stewart and Crouch		673.38	77,225.20
Check	03/25/2013	53426	Patricia Sprenger		5,000.00	72,225.20
Bill Pmt -Check	03/27/2013	53427	Kling Architectural M...		7,000.00	65,225.20
Bill Pmt -Check	03/27/2013	53428	First Bank		300.00	64,925.20
Check	03/28/2013	53429	Kevin Sprenger		14,335.84	50,589.36
Check	03/28/2013				350.00	50,239.36
Check	03/28/2013		Carolina Lawn and T...		3,938.25	46,300.11
Check	04/02/2013		Golden Rule		2,247.00	44,053.11
Check	04/10/2013	53430	SC Department of Rev		1,950.00	42,103.11
Check	04/10/2013				2,045.00	40,058.11
General Journal	04/11/2013	145			3,938.08	36,120.03
Check	04/11/2013	53431	Kevin Sprenger	724.00		36,844.03
Bill Pmt -Check	04/11/2013	53432	Diamond Springs		700.00	36,144.03
Bill Pmt -Check	04/11/2013	53433	Duke Energy		14.95	36,129.08
Bill Pmt -Check	04/11/2013	53434	Glidden Professional		46.68	36,082.40
Bill Pmt -Check	04/11/2013	53435	LDI Reproprinting C...		389.45	35,692.95
Bill Pmt -Check	04/11/2013	53436	Lowe's Business Ac...		77.00	35,615.95
Bill Pmt -Check	04/11/2013	53437	Mass Mutual		884.06	34,731.89
Bill Pmt -Check	04/11/2013	53438	Perry Stud Welding		1,245.31	33,486.58
Bill Pmt -Check	04/11/2013	53439	Saunders & Compa...		189.26	33,297.32
Bill Pmt -Check	04/11/2013	53440	Suburban Propane		100.00	33,197.32
Bill Pmt -Check	04/11/2013	53441	The Copy Spot, Inc.		299.05	32,898.27
Bill Pmt -Check	04/11/2013	53442	The UPS Store #3018		43.75	32,854.52
Bill Pmt -Check	04/11/2013	53443	Weldor's Supply Ho...		19.69	32,834.83
Bill Pmt -Check	04/11/2013	53444	DuBose Steel Inc		528.96	32,305.87
Bill Pmt -Check	04/11/2013	53445	American Express		4,855.56	27,450.31
Check	04/12/2013				3,000.00	24,450.31
Sales Tax Payment	04/17/2013	53446	SC Department of Rev		3,955.27	20,495.04
Bill Pmt -Check	04/17/2013	53448	DuBose Steel Inc		3.30	20,491.74
Check	04/19/2013				10,383.19	10,108.55
Check	04/19/2013	53449	Kevin Sprenger		3,955.28	6,153.27
Bill Pmt -Check	04/22/2013	53450	AT&T Mobile Phone		350.00	5,803.27
Bill Pmt -Check	04/22/2013	53451	BMW Credit Card		380.18	5,423.09
General Journal	04/24/2013	146			4,000.00	1,423.09
Deposit	04/25/2013			6,395.91		7,819.00
Check	04/25/2013			6,968.44		14,787.44
Check	04/26/2013		Valley Joist		6,968.44	7,819.00
Check	04/26/2013	53452	Kevin Sprenger		3,850.34	3,968.66
General Journal	04/29/2013	147			350.00	3,618.66
Check	04/29/2013				4,500.00	-881.34
Deposit	05/01/2013				1,950.00	-2,831.34
Bill Pmt -Check	05/01/2013	53453	BB&T Financial, FSB	123,050.00		120,218.66
Bill Pmt -Check	05/01/2013	53454	Charter Communica...		143.00	120,075.66
Bill Pmt -Check	05/01/2013	53455	CNA Insurance		376.56	119,699.10
Bill Pmt -Check	05/01/2013	53456	Diamond Springs		323.42	119,375.68
Bill Pmt -Check	05/01/2013	53457	DuBose Steel Inc		7.47	119,368.21
Bill Pmt -Check	05/01/2013	53458	Fastenal Company		15,906.21	103,462.00
Bill Pmt -Check	05/01/2013	53459	Froehling & Roberts...		485.11	102,976.89
Bill Pmt -Check	05/01/2013	53460	Fuller Consulting En...		530.00	102,446.89
Bill Pmt -Check	05/01/2013	53461	Goodrich Drafting Inc		3,628.25	98,820.64
Bill Pmt -Check	05/01/2013	53462	Hertz Equipment Re...		1,250.00	97,570.64
Bill Pmt -Check	05/01/2013	53463	Home Depot		220.22	97,350.42
Bill Pmt -Check	05/01/2013	53464	LDI Reproprinting C...		1,000.00	96,350.42
Bill Pmt -Check	05/01/2013	53465	Lowe's Business Ac...		2,055.71	94,294.71
Bill Pmt -Check	05/01/2013	53466	Powells Trash Servi...		555.67	93,739.04
Bill Pmt -Check	05/01/2013	53467	Quality Electrical Co...		40.82	93,698.22
					100.00	93,598.22

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Type	Date	Num	Name	Debit	Credit	Balance
Bill Pmt -Check	05/01/2013	53468	Saunders & Comp...			
Bill Pmt -Check	05/01/2013	53469	STI - Service Transp...		635.00	92,963.22
Bill Pmt -Check	05/01/2013	53470	Suburban Propane		1,450.00	91,513.22
Bill Pmt -Check	05/01/2013	53471	The Copy Spot, Inc.		127.16	91,386.06
Bill Pmt -Check	05/01/2013	53472	The Wagner Compa...		188.70	91,197.36
Bill Pmt -Check	05/01/2013	53474	Weldor's Supply Ho...		264.87	90,932.49
Bill Pmt -Check	05/01/2013	53475	First Bank		1,059.19	89,873.30
Check	05/01/2013	53476	Stewart and Crouch		14,362.64	75,520.66
Check	05/01/2013	53477	Patricia Sprenger		5,000.00	70,520.66
Deposit	05/01/2013				7,000.00	63,520.66
Check	05/01/2013	53478	Kevin Sprenger	24,587.40		88,108.06
Check	05/06/2013				350.00	87,758.06
Bill Pmt -Check	05/06/2013	53479	Carolina Welding an...		3,903.61	83,854.45
Bill Pmt -Check	05/06/2013	53480	Direct Metals DM		5,000.00	78,854.45
Bill Pmt -Check	05/06/2013	53481	SC Department of Rev		2,272.20	76,582.25
Bill Pmt -Check	05/06/2013	53500	DuBose Steel Inc		2,000.00	74,582.25
Deposit	05/08/2013				19,818.47	54,763.78
Check	05/09/2013	53501	Kevin Sprenger	11,999.20		66,762.98
Bill Pmt -Check	05/09/2013	53502	American Express		350.00	66,412.98
Bill Pmt -Check	05/09/2013	53503	AZZ Galvanizer		2,000.00	64,412.98
Bill Pmt -Check	05/09/2013	53504	BB&T Financial, FSB		5,974.44	58,438.54
Bill Pmt -Check	05/09/2013	53505	Fastenal Company		283.00	58,155.54
Bill Pmt -Check	05/09/2013	53506	Greenville Water Sy...		373.42	57,782.12
Bill Pmt -Check	05/09/2013	53507	Powells Trash Servi...		31.02	57,751.10
Bill Pmt -Check	05/09/2013	53508	STI - Service Transp...		40.82	57,710.28
Bill Pmt -Check	05/09/2013	53509	The Copy Spot, Inc.		1,425.00	56,285.28
Bill Pmt -Check	05/09/2013	53510	The Hartford		81.40	56,203.88
Bill Pmt -Check	05/09/2013	53511	Weldor's Supply Ho...		2,773.00	53,430.88
Check	05/13/2013				128.00	53,302.88
Bill Pmt -Check	05/13/2013	53512	AT&T Mobile Phone		3,948.30	49,354.58
Bill Pmt -Check	05/13/2013	53513	BMW Credit Card		380.85	48,973.73
Bill Pmt -Check	05/13/2013	53514	Duke Energy		3,000.00	45,973.73
Sales Tax Payment	05/13/2013	53515	SC Department of Rev		46.64	45,927.09
Bill Pmt -Check	05/13/2013	53516	Yuh Kang Industrial ...		7,206.33	38,720.76
Deposit	05/14/2013				7,000.00	31,720.76
Bill Pmt -Check	05/15/2013	53517	Robert M. White	195.89		31,524.87
Check	05/15/2013	53518	Kevin Sprenger		1,000.00	30,524.87
Bill Pmt -Check	05/15/2013	53519	Hirani Special Serv...		700.00	30,216.85
Check	05/28/2013				1,400.00	28,816.85
Bill Pmt -Check	05/28/2013	53520	Charter Communica...		7,795.62	21,021.03
Bill Pmt -Check	05/28/2013	53521	CNA Insurance		374.40	20,646.63
Deposit	05/28/2013				656.84	19,989.79
Bill Pmt -Check	05/28/2013	53522	AZZ Galvanizer	181,686.00		201,675.79
Bill Pmt -Check	05/28/2013	53523	BB&T Financial, FSB		4,844.63	196,831.16
Bill Pmt -Check	05/28/2013	53524	DuBose Steel Inc		140.00	196,691.16
Bill Pmt -Check	05/28/2013	53525	Fastenal Company		10,892.62	185,798.54
Bill Pmt -Check	05/28/2013	53526	First Bank		2,963.00	182,835.54
Bill Pmt -Check	05/28/2013	53527	Hirani Special Serv...		14,352.64	168,482.90
Bill Pmt -Check	05/28/2013	53528	Home Depot		5,000.00	163,482.90
Bill Pmt -Check	05/28/2013	53529	LDI Reproprinting C...		1,000.00	162,482.90
Bill Pmt -Check	05/28/2013	53530	Perry Stud Welding		445.48	162,037.42
Bill Pmt -Check	05/28/2013	53531	Saunders & Comp...		1,540.65	160,496.77
Bill Pmt -Check	05/28/2013	53532	The Copy Spot, Inc.		100.00	160,396.77
Check	05/28/2013	53533	Stewart and Crouch		529.05	159,867.72
Check	05/28/2013	53534	Patricia Sprenger		5,000.00	154,867.72
Check	05/28/2013				7,000.00	147,867.72
Check	05/30/2013	53535	Kevin Sprenger		1,950.00	145,917.72
Check	05/31/2013				350.00	145,567.72
General Journal	06/04/2013	148			3,888.97	141,678.75
Bill Pmt -Check	06/04/2013	53536	Yuh Kang Industrial ...		586.37	141,092.38
Check	06/10/2013				10,000.00	131,092.38
Bill Pmt -Check	06/10/2013	53537	Diamond Springs		3,855.70	127,236.68
Bill Pmt -Check	06/10/2013	53538	DuBose Steel Inc		22.42	127,214.26
Bill Pmt -Check	06/10/2013	53539	Greenville Water Sy...		32,629.55	94,584.71
Bill Pmt -Check	06/10/2013	53540	Home Depot		33.08	94,551.63
Bill Pmt -Check	06/10/2013	53541	LDI Reproprinting C...		1,000.00	93,551.63
Bill Pmt -Check	06/10/2013	53542	Lowe's Business Ac...		934.13	92,617.50
Bill Pmt -Check	06/10/2013	53543	SC Department of Rev		48.15	92,569.35
					2,000.00	90,569.35

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Type	Date	Num	Name	Debit	Credit	Balance
General Journal	06/11/2013	149	SC Department of Rev		217.00	90,352.35
Sales Tax Payment	06/11/2013	53544	SC Department of Rev		10,633.00	79,719.35
Check	06/12/2013	53545	Marcell Sprenger		645.85	79,073.50
Bill Pmt -Check	06/13/2013	53547	Valley Joist		668.76	78,404.74
Check	06/14/2013	53548	Kevin Sprenger		700.00	77,704.74
Check	06/14/2013				3,864.34	73,840.40
Bill Pmt -Check	06/18/2013	53549	American Express		4,000.00	68,840.40
Bill Pmt -Check	06/18/2013	53550	AT&T Mobile Phone		384.03	69,456.37
Bill Pmt -Check	06/18/2013	53551	BMW Credit Card		3,000.00	66,456.37
Bill Pmt -Check	06/18/2013	53552	Carolina Welding an...		1,750.00	64,706.37
Bill Pmt -Check	06/18/2013	53553	Charter Communica...		375.14	64,331.23
Bill Pmt -Check	06/18/2013	53554	CNA Insurance		91.16	64,240.07
Bill Pmt -Check	06/18/2013	53555	Duke Energy		196.54	64,043.53
Bill Pmt -Check	06/18/2013	53556	Fastenal Company		3,042.48	61,001.05
Bill Pmt -Check	06/18/2013	53557	Fuller Consulting En...		451.25	60,549.80
Bill Pmt -Check	06/18/2013	53558	Giddens Professional...		1,350.00	59,199.80
Bill Pmt -Check	06/18/2013	53559	LDI Reproprinting C...		910.32	58,289.48
Bill Pmt -Check	06/18/2013	53560	Moss Heating and Air		185.10	58,104.38
Bill Pmt -Check	06/18/2013	53561	Powells Trash Servi...		39.20	58,065.18
Bill Pmt -Check	06/18/2013	53562	Precision Machine		350.00	57,715.18
Bill Pmt -Check	06/18/2013	53563	STI - Service Transp...		1,425.00	56,290.18
Bill Pmt -Check	06/18/2013	53564	Suburban Propane		84.07	56,206.11
Bill Pmt -Check	06/18/2013	53565	The Copy Spot, Inc.		208.00	55,998.11
Bill Pmt -Check	06/18/2013	53566	Upstate Computer		519.06	55,479.05
Bill Pmt -Check	06/18/2013	53567	Weldor's Supply Ho...		778.52	54,700.53
Check	06/19/2013				175.00	54,525.53
Check	06/20/2013	53568	Marcell Sprenger		800.00	53,725.53
Check	06/21/2013				3,954.70	49,780.83
Check	06/21/2013	53569	Kevin Sprenger		350.00	49,410.83
Check	06/24/2013	53570	Marcell Sprenger		81.00	49,329.83
Bill Pmt -Check	06/25/2013	53571	Pan-Link Int'l Corp		565.02	48,764.81
Check	06/27/2013	53572	Patricia Sprenger		7,000.00	41,764.81
Check	06/27/2013	53573	Kevin Sprenger		350.00	41,414.81
Check	06/27/2013				1,950.00	39,464.81
Check	06/27/2013	53574	Carolina Welding an...		200.00	39,264.81
Check	06/27/2013				4,188.88	35,075.93
Deposit	07/01/2013			123,050.00		158,125.93
Bill Pmt -Check	07/01/2013	53575	BB&T Financial, FSB		137.00	157,988.93
Bill Pmt -Check	07/01/2013	53576	DuBose Steel Inc		37,996.67	119,992.26
Bill Pmt -Check	07/01/2013	53577	Fastenal Company		606.92	119,385.34
Bill Pmt -Check	07/01/2013	53578	LDI Reproprinting C...		1,043.25	118,342.09
Bill Pmt -Check	07/01/2013	53579	Mass Mutual		1,245.31	117,096.78
Bill Pmt -Check	07/01/2013	53580	Saunders & Compa...		125.00	116,971.78
Check	07/01/2013	53581	Stewart and Crouch		5,000.00	111,971.78
Bill Pmt -Check	07/01/2013	53582	First Bank		14,352.64	97,619.14
Bill Pmt -Check	07/01/2013	53583	Hirani Special Servic...		3,000.00	94,619.14
Bill Pmt -Check	07/01/2013	53584	SC Department of Rev		2,000.00	92,619.14
Check	07/03/2013				4,293.86	88,325.28
Check	07/03/2013	53585	Kevin Sprenger		350.00	87,975.28
General Journal	07/08/2013	150		989.17		88,964.45
Bill Pmt -Check	07/09/2013	53586	Carolina Welding an...		3,500.00	85,464.45
Bill Pmt -Check	07/09/2013	53587	Habco Erectors		7,000.00	78,464.45
Sales Tax Payment	07/10/2013	53588	SC Department of Rev		4,154.50	74,309.95
Check	07/12/2013	53589	Kevin Sprenger		350.00	73,959.95
Check	07/12/2013				4,298.91	69,661.04
Deposit	07/15/2013			1,060.00		70,721.04
Check	07/15/2013	53590	Kelth Gibbson		400.00	70,321.04
Bill Pmt -Check	07/15/2013	53591	Carolina Welding an...		2,500.00	67,821.04
Bill Pmt -Check	07/16/2013	53592	American Express		2,000.00	65,821.04
Bill Pmt -Check	07/16/2013	53593	AT&T Mobile Phone		381.47	65,439.57
Bill Pmt -Check	07/16/2013	53594	BMW Credit Card		2,000.00	63,439.57
Bill Pmt -Check	07/16/2013	53595	Charter Communica...		373.87	63,065.70
Bill Pmt -Check	07/16/2013	53596	Cleveland Punch & ...		161.17	62,904.53
Bill Pmt -Check	07/16/2013	53597	CNA Insurance		364.00	62,540.53
Bill Pmt -Check	07/16/2013	53598	Diamond Springs		22.42	62,518.11
Bill Pmt -Check	07/16/2013	53599	Direct Metals DM		2,271.94	60,246.17
Bill Pmt -Check	07/16/2013	53600	Duke Energy		406.52	59,839.65
Bill Pmt -Check	07/16/2013	53601	Fastenal Company		332.19	59,507.46

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Type	Date	Num	Name	Debit	Credit	Balance
Bill Pmt -Check	07/16/2013	53602	Glidden Professional...			
Bill Pmt -Check	07/16/2013	53603	Greenville Water Sy..		1,360.00	58,157.46
Bill Pmt -Check	07/16/2013	53604	Home Depot		28.91	58,126.55
Bill Pmt -Check	07/16/2013	53605	Lowe's Business Ac.		269.00	57,859.55
Bill Pmt -Check	07/16/2013	53606	MSC Industrial Supply		488.90	57,370.65
Bill Pmt -Check	07/16/2013	53607	Powells Trash Servi..		19.88	57,350.77
Bill Pmt -Check	07/16/2013	53608	The Copy Spot, Inc.		40.00	57,310.77
Bill Pmt -Check	07/16/2013	53609	The Tool Shed, Inc		282.42	57,028.35
Bill Pmt -Check	07/16/2013	53610	Total Quality Logistics		133.68	56,894.67
Bill Pmt -Check	07/16/2013	53611	Upstate Computer		525.00	56,369.67
Bill Pmt -Check	07/16/2013	53612	Weldor's Supply Ho...		400.00	55,969.67
Deposit	07/17/2013				460.76	55,508.91
Bill Pmt -Check	07/17/2013	53613	DuBose Steel Inc	100,348.26		155,857.17
Bill Pmt -Check	07/17/2013	53614	Fastenal Company		48,716.01	107,141.16
Bill Pmt -Check	07/17/2013	53615	LDI Reproprinting C..		599.15	106,542.01
Bill Pmt -Check	07/17/2013	53616	Perry Stud Welding		1,251.62	105,290.39
Check	07/17/2013		Golden Rule		212.82	105,077.57
Check	07/17/2013	53617	Patricia Sprenger		1,950.00	103,127.57
Bill Pmt -Check	07/17/2013	53618	Carolina Welding an...		7,000.00	96,127.57
Check	07/18/2013				2,500.00	93,627.57
Check	07/18/2013	53619	Kevin Sprenger		4,456.73	89,170.84
Bill Pmt -Check	07/18/2013	53620	Valley Joist		1,050.00	88,120.84
Bill Pmt -Check	07/18/2013	53622	Saunders & Compa..		15,716.00	72,404.84
Bill Pmt -Check	07/18/2013	53623	STI - Service Transp..		101.00	72,303.84
Bill Pmt -Check	07/18/2013	53624	Suburban Propane		355.00	71,948.84
Bill Pmt -Check	07/18/2013	53625	The Copy Spot, Inc.		66.28	71,882.56
Bill Pmt -Check	07/18/2013	53626	Weldor's Supply Ho..		80.00	71,822.56
Bill Pmt -Check	07/22/2013	53627	First Bank		1,157.39	70,665.17
Deposit	08/08/2013				14,370.76	56,294.41
Check	08/08/2013			13,089.94		69,384.35
Bill Pmt -Check	08/08/2013	53628	Carolina Welding an..		8,350.41	61,033.94
Bill Pmt -Check	08/08/2013	53629	Action Industrial		6,050.00	54,983.94
Bill Pmt -Check	08/08/2013	53630	Fastenal Company		322.40	54,661.54
Bill Pmt -Check	08/08/2013	53631	Greenville Water Sy...		2,880.36	52,001.18
Bill Pmt -Check	08/08/2013	53632	Hertz Equipment Re...		27.52	51,973.66
Bill Pmt -Check	08/08/2013	53633	Home Depot		1,029.59	50,944.07
Bill Pmt -Check	08/08/2013	53634	LDI Reproprinting C..		340.00	50,604.07
Bill Pmt -Check	08/08/2013	53635	Lowe's Business Ac...		970.96	49,633.11
Bill Pmt -Check	08/08/2013	53636	SC Department of Rev		89.00	48,544.11
Bill Pmt -Check	08/08/2013	53637	STI - Service Transp...		2,000.00	47,544.11
Bill Pmt -Check	08/08/2013	53638	Terex Services		1,450.00	46,094.11
Bill Pmt -Check	08/08/2013	53639	The Hartford		760.00	45,334.11
Check	08/09/2013	53640	Kevin Sprenger		5,485.00	39,849.11
Check	08/09/2013				350.00	39,499.11
Bill Pmt -Check	08/12/2013	53641	Department of Empl...		3,822.35	35,676.76
Deposit	08/12/2013				76.71	35,600.05
General Journal	08/13/2013	151		17,833.44		53,433.49
Bill Pmt -Check	08/13/2013	53643	City of Greenville		3.05	53,430.44
Deposit	08/15/2013				370.42	53,060.02
Check	08/15/2013	53644	Kevin Sprenger	57,245.00		110,305.02
Check	08/19/2013				350.00	109,955.02
Sales Tax Payment	08/19/2013	53647	SC Department of Rev		3,942.90	106,012.12
Bill Pmt -Check	08/19/2013	53648	American Express		4,336.08	101,676.04
Bill Pmt -Check	08/19/2013	53649	AT&T Mobile Phone		2,000.00	99,676.04
Bill Pmt -Check	08/19/2013	53650	BMW Credit Card		939.79	98,736.25
Bill Pmt -Check	08/19/2013	53651	Charter Communica...		2,000.00	96,736.25
Bill Pmt -Check	08/19/2013	53652	Duke Energy		374.60	96,361.65
Bill Pmt -Check	08/19/2013	53653	Hirani Special Serv...		425.74	95,935.91
Bill Pmt -Check	08/20/2013	53654	Carolina Welding an...		2,000.00	93,935.91
Check	08/23/2013				4,000.00	89,935.91
Check	08/23/2013	53655	Kevin Sprenger		3,899.87	86,036.04
Bill Pmt -Check	08/26/2013	53656	BB&T Financial, FSB		350.00	85,686.04
Bill Pmt -Check	08/26/2013	53657	DuBose Steel Inc		137.00	85,549.04
Bill Pmt -Check	08/26/2013	53658	First Bank		18,127.61	67,421.43
Bill Pmt -Check	08/26/2013	53659	LDI Reproprinting C...		14,370.76	53,050.67
Bill Pmt -Check	08/26/2013	53660	Lowe's Business Ac..		372.49	52,678.18
Bill Pmt -Check	08/26/2013	53661	Perry Stud Welding		132.00	52,546.18
Check	08/29/2013	53662	Kevin Sprenger		109.72	52,436.46
					350.00	52,086.46

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Cash Basis

MSPS
General Ledger
 As of December 31, 2013

Type	Date	Num	Name	Debit	Credit	Balance
Check	08/29/2013	53663	Patricia Sprenger		7,000.00	45,088.46
Check	08/29/2013		Golden Rule		1,950.00	43,138.46
Check	08/30/2013				3,503.68	39,632.78
Bill Pmt -Check	08/30/2013	53664	Powells Trash Servi...		40.00	39,592.78
Check	08/30/2013	53685	Robert M. White		2,500.00	37,092.78
Check	09/06/2013	53666	Kevin Sprenger		350.00	36,742.78
Check	09/06/2013				3,598.43	33,144.35
Bill Pmt -Check	09/09/2013	53667	Keith Gibbson		600.00	32,544.35
Bill Pmt -Check	09/09/2013	53668	Action Industrial		65.28	32,479.07
Bill Pmt -Check	09/09/2013	53669	AZZ Galvanizer		1,744.67	30,734.40
Bill Pmt -Check	09/09/2013	53670	Diamond Springs		37.37	30,697.03
Bill Pmt -Check	09/09/2013	53671	DuBose Steel Inc		1,441.11	29,255.92
Bill Pmt -Check	09/09/2013	53672	Fastenal Company		293.09	28,962.83
Bill Pmt -Check	09/09/2013	53673	SC Department of Rev		2,000.00	26,962.83
Bill Pmt -Check	09/09/2013	53674	STI - Service Transp...		1,425.00	25,537.83
Bill Pmt -Check	09/09/2013	53675	Suburban Propane		84.49	25,453.34
Bill Pmt -Check	09/09/2013	53676	Terex Services		763.84	24,689.50
Bill Pmt -Check	09/09/2013	53677	The Copy Spot, Inc.		269.95	24,419.55
Bill Pmt -Check	09/09/2013	53678	Total Quality Logistics		550.00	23,869.55
Bill Pmt -Check	09/09/2013	53679	Valley Joist		1,684.68	22,184.87
Bill Pmt -Check	09/09/2013	53680	Weldor's Supply Ho...		369.00	21,815.87
General Journal	09/10/2013	152			0.71	21,815.16
Check	09/13/2013	53681	Kevin Sprenger		350.00	21,465.16
Check	09/13/2013				3,548.44	17,916.72
Deposit	09/16/2013			98,414.68		116,331.40
Bill Pmt -Check	09/16/2013	53682	Action Industrial		356.78	115,974.62
Bill Pmt -Check	09/16/2013	53683	American Express		2,000.00	113,974.62
Bill Pmt -Check	09/16/2013	53684	Diamond Springs		29.89	113,944.73
Bill Pmt -Check	09/16/2013	53685	DuBose Steel Inc		18,578.93	95,365.80
Bill Pmt -Check	09/16/2013	53686	Greenville Water Sy...		25.44	95,340.36
Bill Pmt -Check	09/16/2013	53687	Home Depot		381.00	94,959.36
Bill Pmt -Check	09/16/2013	53688	LDI Reproprinting C...		219.78	94,739.58
Bill Pmt -Check	09/16/2013	53689	PPG/Porter Paints		1,350.00	93,389.58
Bill Pmt -Check	09/16/2013	53690	Valley Joist		18,212.15	75,177.43
Bill Pmt -Check	09/16/2013	53691	Weldor's Supply Ho...		227.57	74,949.86
Deposit	09/17/2013			2,491.00		77,440.86
Sales Tax Payment	09/19/2013	53692	SC Department of Rev		6,055.38	71,385.48
Bill Pmt -Check	09/25/2013	53694	BMW Credit Card		5,000.00	66,385.48
Bill Pmt -Check	09/25/2013	53695	Action Industrial		509.61	65,875.87
Bill Pmt -Check	09/25/2013	53696	AT&T Mobile Phone		767.58	65,108.29
Bill Pmt -Check	09/25/2013	53697	BB&T Financial, FSB		278.00	64,830.29
Bill Pmt -Check	09/25/2013	53698	Charter Communica...		374.17	64,456.12
Bill Pmt -Check	09/25/2013	53699	DuBose Steel Inc		9,866.85	54,589.27
Bill Pmt -Check	09/25/2013	53700	Duke Energy		425.74	54,163.53
Bill Pmt -Check	09/25/2013	53701	Fastenal Company		54.76	54,108.77
Bill Pmt -Check	09/25/2013	53702	First Bank		14,370.76	39,738.01
Bill Pmt -Check	09/25/2013	53703	Greenville County T...		198.66	39,539.35
Bill Pmt -Check	09/25/2013	53704	LDI Reproprinting C...		2,150.26	37,389.09
Bill Pmt -Check	09/25/2013	53705	Lowe's Business Ac...		140.00	37,249.09
Bill Pmt -Check	09/25/2013	53706	Mass Mutual		1,245.31	36,003.78
Bill Pmt -Check	09/25/2013	53707	Powells Trash Servi...		40.00	35,963.78
Bill Pmt -Check	09/25/2013	53708	Saunders & Compa...		98.00	35,865.78
Bill Pmt -Check	09/25/2013	53709	Suburban Propane		115.20	35,750.58
Bill Pmt -Check	09/25/2013	53710	Terex Services		315.00	35,435.58
Bill Pmt -Check	09/25/2013	53711	The Copy Spot, Inc.		141.00	35,294.58
Bill Pmt -Check	09/25/2013	53712	Total Quality Logistics		1,175.00	34,119.58
Bill Pmt -Check	09/25/2013	53713	Upstate Computer		115.00	34,004.58
Bill Pmt -Check	09/25/2013	53714	Weldor's Supply Ho...		700.20	33,304.38
Deposit	09/25/2013			96,000.88		129,305.06
Check	09/25/2013		Golden Rule		2,000.00	127,305.06
Check	09/26/2013	53715	Kevin Sprenger		700.00	126,605.06
Check	09/27/2013				3,532.61	123,072.45
Check	09/27/2013	53716	Patricia Sprenger		7,000.00	116,072.45
Bill Pmt -Check	09/30/2013	53717	Stewart and Crouch		5,000.00	111,072.45
General Journal	10/03/2013	153			52.12	111,020.33
Check	10/04/2013				3,541.19	107,479.14
Check	10/04/2013	53718	Kevin Sprenger		350.00	107,129.14
Bill Pmt -Check	10/04/2013	53719	Action Industrial		352.24	106,776.90

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Cash Basis

MSPS
General Ledger
 As of December 31, 2013

Type	Date	Num	Name	Debit	Credit	Balance
Bill Pmt -Check	10/04/2013	53720	Diamond Springs		29.89	106,747.01
Bill Pmt -Check	10/04/2013	53721	DuBose Steel Inc		18,758.54	87,988.47
Bill Pmt -Check	10/04/2013	53722	Greenville Water Sy...		16.60	87,971.87
Bill Pmt -Check	10/04/2013	53723	Home Depot		386.00	87,585.87
Bill Pmt -Check	10/04/2013	53724	LDI Reproprinting C...		382.87	87,203.00
Bill Pmt -Check	10/04/2013	53725	Powells Trash Servi...		40.00	87,163.00
Bill Pmt -Check	10/04/2013	53726	Saunders & Compa...		124.00	87,039.00
Bill Pmt -Check	10/04/2013	53727	SC Department of Rev		2,000.00	85,039.00
Bill Pmt -Check	10/04/2013	53728	The Copy Spot, Inc.		151.20	84,887.80
Bill Pmt -Check	10/04/2013	53729	Weldor's Supply Ho...		1,695.92	83,191.88
Check	10/11/2013	53730	Kevin Sprenger		350.00	82,841.88
Check	10/11/2013				3,472.30	79,369.58
Bill Pmt -Check	10/16/2013	53731	American Express		2,000.00	77,369.58
Bill Pmt -Check	10/16/2013	53732	AT&T Mobile Phone		383.22	76,986.36
Bill Pmt -Check	10/16/2013	53733	BMW Credit Card		4,000.00	72,986.36
Bill Pmt -Check	10/16/2013	53734	Charter Communica...		374.56	72,611.80
Bill Pmt -Check	10/16/2013	53735	Duke Energy		372.20	72,239.60
Bill Pmt -Check	10/16/2013	53736	KC Steel & Supply, I..		280.00	71,959.60
Check	10/16/2013	53737	Kevin Sprenger		350.00	71,609.60
Sales Tax Payment	10/17/2013	53738	SC Department of Rev		8,162.20	63,447.40
Check	10/18/2013				3,510.21	59,937.19
Deposit	10/25/2013					81,487.52
Check	10/25/2013	53743	Kevin Sprenger	21,550.33		81,137.52
Check	10/25/2013				350.00	81,487.52
Bill Pmt -Check	10/30/2013	53744	Direct Metals DM		3,437.86	77,699.66
Bill Pmt -Check	10/30/2013	53745	First Bank		1,732.08	75,967.58
Bill Pmt -Check	10/30/2013	53746	Gralnger		14,386.97	61,580.61
Bill Pmt -Check	10/30/2013	53747	Saunders & Compa...		96.56	61,484.05
Bill Pmt -Check	10/30/2013	53748	Suburban Propane		96.00	61,388.05
Bill Pmt -Check	10/30/2013	53749	Upstate Computer		30.28	61,357.77
Bill Pmt -Check	10/30/2013	53750	Weldor's Supply Ho...		541.40	60,816.37
Check	10/30/2013				4,613.92	56,202.45
Check	10/30/2013	53751	Patricia Sprenger		1,950.00	54,252.45
Check	10/31/2013	53752	Kevin Sprenger		7,000.00	47,252.45
Check	11/07/2013				350.00	46,902.45
Check	11/07/2013				3,347.45	43,555.00
Deposit	11/07/2013	53753	Marco Sprenger		516.14	43,038.86
Bill Pmt -Check	11/07/2013	53754	Diamond Springs	73,275.53		116,314.39
Bill Pmt -Check	11/07/2013	53755	DuBose Steel Inc		15.37	116,299.02
Bill Pmt -Check	11/07/2013	53756	Gralnger		26,972.35	89,326.67
Bill Pmt -Check	11/07/2013	53757	Greenville Water Sy...		53.93	89,272.74
Bill Pmt -Check	11/07/2013	53758	Home Depot		32.88	89,239.86
Bill Pmt -Check	11/07/2013	53759	LDI Reproprinting C...		500.00	88,739.86
Bill Pmt -Check	11/07/2013	53760	Lowe's Business Ac...		1,840.29	86,899.57
Bill Pmt -Check	11/07/2013	53761	Perry Stud Welding		200.00	86,699.57
Bill Pmt -Check	11/07/2013	53762	SC Department of Rev		154.69	86,544.88
Bill Pmt -Check	11/07/2013	53763	The Copy Spot, Inc.		2,000.00	84,544.88
Bill Pmt -Check	11/07/2013	53764	The Hartford		204.30	84,340.58
Bill Pmt -Check	11/07/2013	53765	Total Quality Logistics		2,211.80	82,128.78
Bill Pmt -Check	11/07/2013	53766	Weldor's Supply Ho...		450.00	81,678.78
Deposit	11/07/2013				328.28	81,350.50
Bill Pmt -Check	11/07/2013	53767	KC Steel & Supply, I..	1,769.70		83,120.20
Check	11/11/2013				980.00	82,140.20
Check	11/15/2013	53768	Kevin Sprenger		3,558.42	78,581.78
Check	11/15/2013				700.00	77,881.78
Bill Pmt -Check	11/15/2013	53769	American Express		3,558.42	74,323.36
Bill Pmt -Check	11/15/2013	53770	Duke Energy		2,000.00	72,323.36
Sales Tax Payment	11/18/2013	53771	SC Department of Rev		305.29	72,018.07
Bill Pmt -Check	11/18/2013	53772	Action Industrial		5,197.26	66,820.81
Bill Pmt -Check	11/18/2013	53773	AT&T Mobile Phone		2,145.85	64,674.96
Bill Pmt -Check	11/18/2013	53774	BJ Design Services		284.55	64,390.41
Bill Pmt -Check	11/18/2013	53775	BMW Credit Card		400.00	63,990.41
Bill Pmt -Check	11/18/2013	53776	Charter Communica...		2,000.00	61,990.41
Bill Pmt -Check	11/18/2013	53777	DuBose Steel Inc		374.26	61,616.15
Bill Pmt -Check	11/18/2013	53778	LDI Reproprinting C...		1,406.01	60,210.14
Bill Pmt -Check	11/18/2013	53779	Perry Stud Welding		1,529.12	58,681.02
Bill Pmt -Check	11/18/2013	53780	Powells Trash Servi...		36.43	58,644.59
Bill Pmt -Check	11/18/2013	53781	Total Quality Logistics		40.00	58,604.59
					450.00	58,154.59

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11/03/16

Cash Basis

MSPS
General Ledger
 As of December 31, 2013

RECEIVED
 11/03/2016

Type	Date	Num	Name	Debit	Credit	Balance
Bill Pmt -Check	11/18/2013	53782	AT&T Mobile Phone		100.82	58,053.77
Deposit	11/18/2013			9,500.00		67,553.77
Check	11/22/2013				3,541.22	64,012.55
Check	11/22/2013	53783	Kevin Sprenger		350.00	63,662.55
Check	11/26/2013	53784	Patricia Sprenger		7,000.00	56,662.55
Check	11/26/2013	53785	Kevin Sprenger		350.00	56,312.55
Check	11/26/2013				3,558.42	52,754.13
Deposit	12/02/2013			6,655.08		59,409.21
Check	12/02/2013				1,995.00	57,414.21
Bill Pmt -Check	12/02/2013	53786	Detroit Industrial Tool		132.49	57,281.72
Bill Pmt -Check	12/02/2013	53787	Direct Metals DM		32.34	57,249.38
Bill Pmt -Check	12/02/2013	53788	DuBose Steel Inc		14,630.59	42,618.79
Bill Pmt -Check	12/02/2013	53789	First Bank		5,500.00	37,118.79
Bill Pmt -Check	12/02/2013	53790	Saunders & Compa...		120.00	36,998.79
Bill Pmt -Check	12/02/2013	53791	Suburban Propane		70.48	36,928.31
Bill Pmt -Check	12/02/2013	53792	Tarex Services		2,240.62	34,687.69
Bill Pmt -Check	12/02/2013	53793	The Copy Spot, Inc.		110.74	34,576.95
Bill Pmt -Check	12/02/2013	53794	Upstate Computer		305.00	34,271.95
Bill Pmt -Check	12/02/2013	53795	Weldor's Supply Ho...		549.31	33,722.64
Deposit	12/05/2013			15,060.30		48,782.94
Check	12/09/2013				3,608.44	45,174.50
Bill Pmt -Check	12/09/2013	53797	American Express		2,000.00	43,174.50
Bill Pmt -Check	12/09/2013	53798	BB&T Financial, FSB		283.00	42,891.50
Bill Pmt -Check	12/09/2013	53799	BJ Design Services		2,000.00	40,891.50
Bill Pmt -Check	12/09/2013	53800	Greenville Water Sy..		26.13	40,865.37
Bill Pmt -Check	12/09/2013	53801	Home Depot		500.00	40,365.37
Bill Pmt -Check	12/09/2013	53802	Lowe's Business Ac...		400.00	39,965.37
Bill Pmt -Check	12/09/2013	53803	SC Department of Rev		2,000.00	37,965.37
Check	12/09/2013	53804	Marco Sprenger		309.23	37,656.14
Check	12/09/2013	53805	Kevin Sprenger		700.00	36,956.14
Check	12/13/2013				3,601.52	33,354.62
General Journal	12/16/2013	155		19.09		33,373.71
Bill Pmt -Check	12/18/2013	53808	SC Department of Rev		401.70	32,972.01
Sales Tax Payment	12/18/2013	53809	SC Department of Rev		526.80	32,445.21
Bill Pmt -Check	12/18/2013	53810	AT&T Mobile Phone		105.82	32,339.39
Bill Pmt -Check	12/18/2013	53811	BMW Credit Card		1,000.00	31,339.39
Bill Pmt -Check	12/18/2013	53812	Charter Communica...		374.15	30,965.24
Bill Pmt -Check	12/18/2013	53813	Duke Energy		285.75	30,679.49
Bill Pmt -Check	12/18/2013	53814	DuBose Steel Inc		9,355.06	21,324.43
Bill Pmt -Check	12/19/2013	53815	Glidden Professional...		2,775.95	18,548.48
Check	12/19/2013	53816	Kevin Sprenger		700.00	17,848.48
Deposit	12/19/2013			3,446.00		21,294.48
Check	12/19/2013	53817	Keith Gibbson		400.00	20,894.48
Check	12/20/2013				7,216.86	13,677.62
Check	12/30/2013	53819	Kevin Sprenger		350.00	13,327.62
Check	12/30/2013				1,950.00	11,377.62
Deposit	12/30/2013			35,600.00		46,977.62
Check	12/30/2013				3,608.42	43,369.20
Check	12/30/2013	53820	Marco Sprenger		267.53	43,101.67
Bill Pmt -Check	12/30/2013	53821	First Bank		5,500.00	37,601.67
Total Bank of America				1,304,672.99	1,323,493.93	37,601.67
Accounts Receivable						-1,009,699.13
Payment	01/14/2013	59212	Peery Construction	515.16		-1,009,183.97
Payment	01/14/2013	59212	Peery Construction		515.16	-1,009,699.13
Payment	01/18/2013		Monteith Construction		21,450.00	-1,031,149.13
Payment	01/18/2013		Monteith Construction	17,581.00		-1,013,568.13
Payment	01/23/2013	19834	China Construction ...		54,409.50	-1,067,977.63
Payment	01/23/2013	19834	China Construction ...	54,409.50		-1,013,568.13
Payment	02/26/2013	20082	China Construction ...		30,495.00	-1,044,063.13
Payment	02/27/2013	20082	China Construction ...	30,495.00		-1,013,568.13
Payment	03/11/2013		China Construction ...	101,115.00		-912,453.13
Payment	03/11/2013		China Construction ...		101,115.00	-1,013,568.13
Payment	03/14/2013	076784	Rand Construction J.		4,770.00	-1,018,338.13
Payment	03/25/2013	20392	China Construction ..		58,850.00	-1,077,188.13
Payment	03/25/2013	59646	Peery Construction	58.30		-1,077,129.83
Payment	03/25/2013	59646	Peery Construction		58.30	-1,077,188.13
Payment	04/01/2013	20392	China Construction ..	58,850.00		-1,018,338.13

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First Citizens

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

SC08

11087

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

ZE
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

DETACH AND RETURN THIS STUB WITH YOUR PAYMENT.

CHECKLINE RESERVE PERSONAL

\$

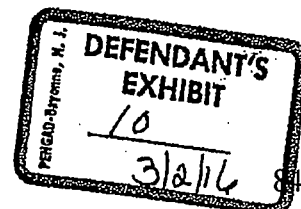
Account No.	480534345809
Payment Amount Due	0.00
Past Due Amount	0.00
Minimum Payment Due	0.00
Due Date	04-09-2015

DDA-LOC 500808003 DDA-LOC

Amount Enclosed

FIRST CITIZENS
PO BOX 63400
CHARLOTTE NC 28263-3400

500808003 480534345809



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

Account Number: [REDACTED]

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 Vig 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 Wi	98.08
02-25	Purchase Visa #1131 02-25 ATM P06130 Seq # 1576	38.38
	Publix 655 Fairview RD Simpsonville SC	
2-25	Purchase Visa #1131 02-25 ATM Eh8Pa1 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	



11087

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

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

Account Number: [REDACTED]

Other Debits From Your Account

Date	Description	Amount
02-27	Purchase Visa #1131 02-27 ATM 302192 Seq # 15586 Cvs 02192 02192-698 Fair Simpsonville SC	58.80
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
03-02	Ac Moore Str #5 1117 Woodruff RD Greenville SC	
03-02	Purchase Visa #1131 02-28 ATM Eh6Pa1 Seq # 55040	82.63
03-02	Bedbath&beyond# Greenville SC	
03-02	Purchase Visa #1131 03-01 ATM 991005 Seq # 3121	129.08
03-02	Costco Whse #10 1021 Woodruff RD Greenville SC	
03-02	Purchase Visa #1131 02-28 ATM 991005 Seq # 90209	167.07
03-02	Costco Whse #10 1021 Woodruff RD Greenville SC	
03-02	Purchase Visa #1131 03-02 ATM 002 Seq # 11648	767.55
03-03	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
03-04	BLLo 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 Srs 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
03-05	Wm Supercenter Wal-Mart Super C Simpsonville SC	
03-05	Purchase Visa #1131 03-05 ATM P06130 Seq # 1597	101.29
03-05	Publix 655 Fairview RD Simpsonville SC	
03-05	Purchase Visa #1131 03-05 ATM 002 Seq # 18400	420.00
03-05	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 864-8820042 SC	17.96
03-06	FDR Debit Card Visa #1131 Gan*1120Grnvillenewclr 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 00N0PO Seq # 70968	29.29
03-09	7-Eleven 228 Harrison Bri Simpsonville SC	
03-09	Purchase Visa #1131 03-08 ATM 000000 Seq # 36842	592.52
03-10	The Mens Wearhou Greenville SC	
03-10	Purchase Visa #1131 03-10 ATM P06130 Seq # 1944	126.40
03-10	Publix 655 Fairview RD Simpsonville SC	
03-10	FDR Debit Card Visa #1131 Expedla*199881555312 Expedla.Com Nv	1,086.84
03-12	Purchase Visa #1131 03-12 ATM Eh6Pa1 Seq # 17416	40.25
03-12	Wholefids 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
03-13	Costco Whse #10 1021 Woodruff RD Greenville SC	
03-13	Nallionwide Mutua Checkpaymt 01429	416.45
	Total	9,945.18

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

Account Number: [REDACTED]

Total Statement CycleTotal Year-To-DateTotal Overdraft Fees
Total Insufficient Funds Fees0.00
0.000.00
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: [REDACTED]

Previous Balance

0.00

Closing Date of Billing Cycle

03/13/2015

Days In The Billing Cycle Period

28

Total Advances

0.00

Credit Line

1,000.00

Total Payments/Credits (-)

0.00

Available Credit

1,000.00

Total Fees

0.00

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



P.O. Box 16284
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



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

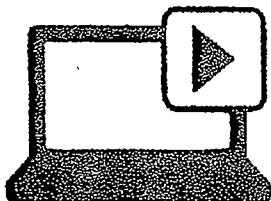
of withdrawals/debits: 69

of items-previous cycle¹: 0

of days in cycle: 28

Average ledger balance: \$42,558.52

¹Includes checks paid, deposited items & other debits

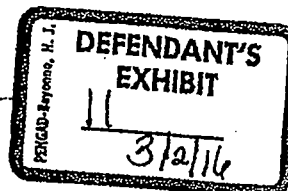


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Deposits and other credits

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: CICI BANK LIMITED ID:INICIC0006027 PMT DET:NDBQF07 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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- Cash Flow Management
- Credit & Lending

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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 XXXXXXXXXXXXXXX8614 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

February 1, 2015 to February 28, 2015

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.

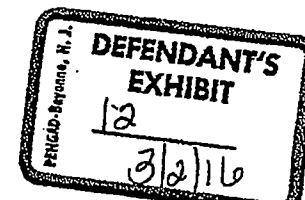
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MS PRODUCTION SOLUTION, LLC
DBA SZABO STEEL FABRICATION
233 BEVERLY RD
GREENVILLE, SC 29609-3133

Bus Platinum Privileges

Customer service information

1.888.BUSINESS (1.888.287.4637)

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Tampa, FL 33622-5118

Your Business Advantage Checking Bus Platinum Privileges

for July 1, 2015 to July 31, 2015

MS PRODUCTION SOLUTION, LLC DBA SZABO STEEL FABRICATION

Account number

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

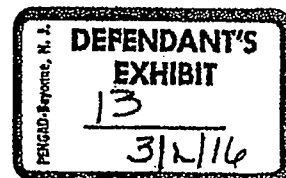
of withdrawals/debits: 50

of Items-previous cycle¹: 68

of days in cycle: 31

Average ledger balance: \$22,054.63

¹Includes checks paid, deposited items & other debits



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850

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

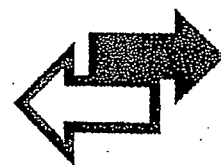
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ARYRND4V | SSM-02-15-0019.B

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.



MS Production Solution LLC

August 23rd 2007

Benefit Agreement between MSPS and Manfred Sprenger

MSPS does acknowledge to pay Manfred Sprenger President of MSPS for his duties a monthly salary and benefits. Bonuses might be paid based on company's performance.

Duties:

1. Hire employees to fulfill the necessary functions to allow MSPS to grow.
2. Set up computer system and network
3. Implement accounting software
4. Establish safety procedures
5. Generate estimates to receive orders
6. Manage projects

Salary and benefit:

1. MSPS will pay monthly \$ 12,000.00 to Manfred Sprenger
2. MSPS will pay health insurance for Manfred Sprenger and his wife Patricia Sprenger
3. MSPS will determine frequently if a bonus can be paid to Manfred Sprenger

Sincerely

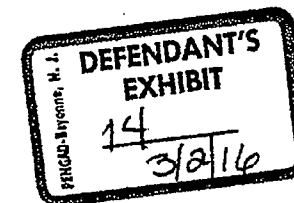
Manfred Sprenger
President MSPS

Manfred Sprenger

8-23-07

Summary 2013 through 2015

	2013	2014	2015	Total
Salaries and benefits agreed between MSPS and Manfred	\$ 144,000.00	\$ 144,000.00	\$ 144,000.00	\$ 432,000.00
MSPS paid Manfred (actually) for Salaries and cars	\$ 56,000.00	\$ 186,000.00	\$ 122,000.00	\$ 364,000.00
MSPS does owe salaries and car lease payments to Manfred	\$ 88,000.00	\$ (42,000.00)	\$ 22,000.00	\$ 68,000.00
Manfred gave MSPS to be able to pay employees/cashflow		\$ 50,000.00	\$ 65,000.00	\$ 115,000.00
Total MSPS does owe Manfred				\$ 183,000.00



Jan 1st 2013 to December 2013

Benefit agreement		Bank of America account				
Month		check #	Date	Manfred to MSPS	MSPS payments to Manfred	Description
January	\$ 12,000.00					no deposit and no credit (Manfred did not receive salary)
February	\$ 12,000.00					no deposit and no credit (Manfred did not receive salary)
March	\$ 12,000.00	53426			\$ (7,000.00)	salary for Manfred
April	\$ 12,000.00					no deposit and no credit (Manfred did not receive salary)
May	\$ 12,000.00	53477			\$ (7,000.00)	salary for Manfred
June	\$ 12,000.00	53534			\$ (7,000.00)	salary for Manfred
July	\$ 12,000.00	53572			\$ (7,000.00)	salary for Manfred
		53617			\$ (7,000.00)	salary for Manfred
August	\$ 12,000.00					no deposit and no credit (Manfred did not receive salary)
Sept	\$ 12,000.00	53663			\$ (7,000.00)	salary for Manfred
Oct	\$ 12,000.00	53716			\$ (7,000.00)	salary for Manfred
Nov	\$ 12,000.00	53751			\$ (7,000.00)	salary for Manfred
Dec	\$ 12,000.00					no deposit and no credit (Manfred did not receive salary)
	\$ 144,000.00			\$	\$ (56,000.00)	
Manfred should have received		\$ 144,000.00	salary	Jan throuh Dec		
Manfred received salary		\$ (56,000.00)				
MSPS does owe Salary to Manfred		\$ 88,000.00				

Jan 1st 2014 to December 2014

Benefit agreement		Bank of America account				Description
Month		check #	Date	Manfred to MSPS	MSPS payments to Manfred	
January	\$ 12,000.00					no deposit and no credit (Manfred did not receive salary)
February	\$ 12,000.00			\$ 10,000.00		Manfred to MSPS cash from home to cover cashflow
March	\$ 12,000.00				\$ (7,000.00)	salary for Manfred
April	\$ 12,000.00				\$ (40,000.00)	no deposit and no credit (Manfred did not receive salary)
May	\$ 12,000.00				\$ (7,000.00)	salaries owed to Manfred
June	\$ 12,000.00				\$ (14,000.00)	salary for Manfred
July	\$ 12,000.00				\$ (27,000.00)	no deposit and no credit (Manfred did not receive salary)
August	\$ 12,000.00				\$ (7,000.00)	Salaries to Manfred
Sept	\$ 12,000.00				\$ (70,000.00)	no deposit and no credit (Manfred did not receive salary)
Oct	\$ 12,000.00				\$ (7,000.00)	from MSPS to Manfred to cover for short paid salaries
Nov	\$ 12,000.00	1116	24-Nov	\$ 40,000.00		Manfred to MSPS to cover cash flow/ payroll
Dec	\$ 12,000.00				\$ (7,000.00)	salary for Manfred
	\$ 144,000.00			\$ 50,000.00	\$ (186,000.00)	
Manfred should have received \$ 144,000.00 salary Jan through Dec						
Manfred received salary \$ (186,000.00)						
MSPS does owe Salary and car to Manfred \$ (42,000.00)						
Manfred paid to MSPS to cover cashflow \$ 50,000.00						
Balance that year owed by MSPS to Manfred \$ 8,000.00						

Jan 1st 2015 to Dec 31st 2015

Benefit agreement		Bank of America account				Description
Month		check #	Date	Manfred to MSPS	MSPS payments to Manfred	
January	\$ 12,000.00					no deposit and no cre Manfred did not receive salary
February	\$ 12,000.00	1421	2/26/2015	\$ 40,000.00		check from First Citize
March	\$ 12,000.00					no deposit and no cre
April	\$ 12,000.00					no deposit and no cre
May	\$ 12,000.00					no deposit and no cre
June	\$ 12,000.00	54522	6/1/2015		\$ (60,000.00)	Salaries for Manfred <i>pd to Patricia</i>
		54548	6/26/2015		\$ (7,000.00)	salary for Manfred
July	\$ 12,000.00		7/15/2015	\$ 25,000.00		Manfred did give MSI
August	\$ 12,000.00	54598	8/19/2019		\$ (7,000.00)	salary for Manfred
September	\$ 12,000.00				\$ (28,000.00)	Salaries for manfred
October	\$ 12,000.00					
November	\$ 12,000.00				\$ (10,000.00)	
December	\$ 12,000.00				\$ (10,000.00)	
				\$ 65,000.00	\$ (122,000.00)	
Manfred should have received		\$ 144,000.00	salary	Jan through Dec		
Manfred received salary		\$ (122,000.00)				
MSPS does owe Salary to Manfred		\$ 22,000.00				
Manfred paid MSPS to cover cashflow		\$ 65,000.00				
Balance this year owed to Manfred by MSPS		\$ 87,000.00				



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: [REDACTED]

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	8,803.58-
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

\$

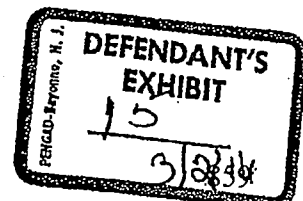
Payment Amount Due	0.00
Past Due Amount	0.00
Minimum Payment Due	0.00
Due Date	07-09-2015

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 Vig 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
05-26	Costco Whse #10 1021 Woodruff RD Greenville SC	87.85
05-26	Purchase Visa #1131 05-26 ATM 991102 Seq # 51339	
05-27	Costco Whse #11 825 Alexander Dr Augusta Ga	104.12
05-27	Purchase Visa #1131 05-27 ATM P06130 Seq # 1954	
06-01	Publix 655 Fairview RD Simpsonville SC	50.91
06-01	Purchase Visa #1131 05-31 ATM 291234 Seq # 46034	
06-01	Quiktrip 1012 Woodruff RD Greenville SC	225.67
06-01	Purchase Visa #1131 05-31 ATM 991005 Seq # 49855	
06-01	Costco Whse #10 1021 Woodruff RD Greenville SC	767.55
06-01	Purchase Visa #1131 06-01 ATM 002 Seq # 45790	
3-01	Bmw Financialse Bmw Financialser Hilliard Oh	1,000.00
3-01	Transfer Mobile Pcb 05-30 686308937671	
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: [REDACTED]

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 Can*1120Gmvillenewcjr 888-426-0491 In	31.00
06-08	Purchase Visa #1131 06-08 ATM Eh8Pa1 Seq # 20375	127.08
06-08	Bl-Lo Grocery # Simpsonville SC	
06-08	Miscellaneous Debit	1,339.16
06-09	Wm 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 880769 Seq # 47685	124.02
06-12	Aldi 76097 0626 1771 Woodruff RD Greenville SC	
06-12	FDR Debit Card Visa #1131 Bathandbodyworks.Com 800-758-5005 Pa	63.59
06-12	Purchase Visa #1131 06-12 ATM 061452 Seq # 35701	94.86
	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	56,870.10+	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



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.

Learn five steps to help you manage your investments
in volatile markets at merrilledge.com/5steps

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Investment products:

Are Not FDIC Insured

Are Not Bank Guaranteed

May Lose Value

ARJANS40

MERRILL
EDGE
Bank of America
Corporation

DEFENDANT'S
EXHIBIT

FILED - Bayonne, N.J.

16
08/21/14

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

Make an impression.

(Without making a dent in your account.)

500 business cards \$9.99


Visit vistaprint.com and enter

BOFA500 at checkout.

Expires 10.1.15. S & H charges and restrictions apply. See website for details. | Vistaprint is a part of Cimpress and its privacy, information security & information sharing practices may be different from those of Bank of America*. Bank assumes no responsibility for customer service, fulfillment or billing. By responding to this offer, you disclose to Vistaprint you are a Bank of America customer. ARQRND75

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



Your checking account

MS PRODUCTION SOLUTION, LLC | [REDACTED]

June 1, 2015 to June 30, 2015

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

- ☐ 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.

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.

MS PRODUCTION SOLUTION LLC
233 BEVERLY RD
GREENVILLE, SC 29609

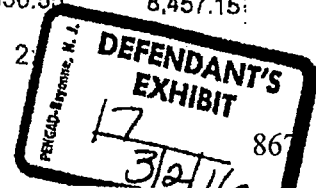
01-Jan-2015 to 31-Dec-2015

Rates & Hours worked for (All)

Customer: Job (All)
Item Type Compensation

SSN/Tax ID	Employee Name	Payroll Item	Rate	Hours	Paid Amount
	Kristofer R Corbett	Holiday	13.00	18.0	234.00
		Hourly	13.00	137.25	1,784.25
	Patricia Sprenger	Salary	600.00	200.0	3,600.00
	Marcell Sprenger	Holiday	30.30	22.0	666.60
		Hourly	30.30	614.0	18,604.20
		Sick	30.30	40.0	1,212.00
		Vacation	30.30	44.0	1,333.20
	Diana Sprenger	Holiday	17.50	22.0	385.00
		Hourly	18.00	18.0	324.00
			17.50	802.0	14,035.00
			18.00	880.0	15,840.00
		Sick	18.00	9.0	162.00
		Vacation	17.50	16.0	280.00
			18.00	13.0	234.00
	Marco Sprenger	Holiday	18.00	18.0	324.00
		Hourly	16.00	200.0	3,200.00
			18.00	872.0	15,696.00
		Overtime	0.00	0.0	
			24.00	0.0	
			27.00	0.0	
		Sick	18.00	13.0	234.00
		Vacation	18.00	17.0	306.00
	Alan H Woody	Hourly	14.00	13.0	182.00
	Kevin Sprenger	Holiday	16.00	22.0	352.00
		Hourly	18.00	18.0	324.00
			16.00	818.0	13,088.00
			18.00	818.0	14,724.00
		Sick	18.00	27.0	486.00
		Vacation	18.00	57.0	1,026.00
	Teddy William Dover	Hourly	13.00	105.5	1,371.50
	Matthew C Black	Hourly	13.00	44.0	572.00
	Jonathan Wood	Hourly	13.00	131.3	1,706.90
	Robert C States	Hourly	13.00	135.5	1,761.50
	Travis B Carlton	Holiday	13.00	9.0	117.00
		Hourly	13.00	650.55	8,457.15

11/3/2015 2



MS PRODUCTION SOLUTION LLC
 233 BEVERLY RD
 GREENVILLE, SC 29609

01-Jan-2015 to 31-Dec-2015

Rates & Hours worked for (All)

Customer: Job (All)
 Item Type Compensation

SSN/Tax ID	Transaction Name	Payroll Item	Rate	Hours	Paid Amount
	Travis B Carlton	Overtime	19.50	9.15	178.43
	Shane E Gibson	Hourly	10.00	34.5	345.00
	Russell E Cooley	Hourly	13.00	71.0	923.00
	David J Schemanski	Holiday	13.00	31.0	403.00
		Hourly	13.00	1,095.25	14,238.25
		Overtime	19.50	2.5	48.75
		Vacation	13.00	49.0	637.00
Grand Total				8,096.5	139,395.73

FORM UCE-120
REV. 3/11

SOUTH CAROLINA DEPARTMENT OF EMPLOYMENT AND WORKFORCE
P.O. BOX 7103 COLUMBIA, SC 29202

EMPLOYER QUARTERLY CONTRIBUTION AND WAGE REPORTS

ORIGINAL

☒ FORM ALIGNMENT BOXES

This is a machine readable form. For proper processing align typewriter or line printer to alignment boxes at top and carriage return down the form.

FORM ALIGNMENT BOXES ☒

EMPLOYER NAME
MS PRODUCTION SOLUTION LLC

SCDEW ACCOUNT NUMBER
0464065

QUARTER ENDING DATE
12/31/12



EMPLOYEE NAME	TOTAL WAGES
EDWARD K. GIBSON	8,338.80
SHANE E. GIBSON	2,974.25
WILLIE M. REEDER	5,970.25
DIANA SPRENGER	8,580.00
MARCELL SPRENGER	15,236.00
MARCO SPRENGER	9,880.00
JOHN F. ZIEGLER	1,945.00

11. EXCESS WAGES PAID THIS QUARTER
(Enter on Line 2b, Form UCE-101)
(See example for computing excess wages)

45,719.30

9. TOTAL WAGES THIS PAGE 52,924.30

10. TOTAL WAGES THIS REPORT
(Enter on Line 2a, Form UCE-101) .. 52,924.30

(MUST BE CUT HERE BEFORE SENDING IN)

SCWA0101 04/21/11

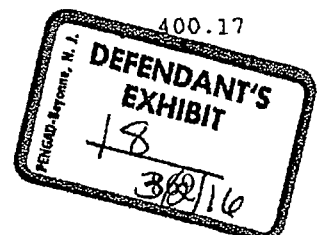
FORM UCE-101

SCWA0101 04/21/11

NAME, ADDRESS MS PRODUCTION SOLUTION LLC 233 BEVERLY RD GREENVILLE SC 29609					SCDEW ACCOUNT NUMBER 0464065	QUARTER ENDING DATE 12/31/12	CURRENT F.E.I.N. 20-8906600
L.B.					2A TOTAL WAGES PAID THIS QUARTER 52,924.30		
L.E.					B LESS: EXCESS OVER \$ 12,000 (SEE ITEM 2B ON INSTRUCTIONS) 45,719.30		
L.A.					C NET TAXABLE WAGES (ITEM 2A MINUS 2B) 7,205.00		
C.H.					3A TOTAL CONTRIBUTIONS DUE ITEM 2C TIMES- 0.05140 370.34		
AREA					B DACA SURCHARGE DUE ITEM 2C TIMES- 0.00414 29.83		
Number of covered workers who worked during or received pay for the payroll period which includes the 12th of the month.					4 INTEREST DUE		
MO.1 MO.2 MO.3					5 PENALTY DUE		
SIGNATURE					6 LESS OUTSTANDING CREDIT OF \$		
DATE					7 TOTAL AMOUNT DUE THIS QUARTER MAKE REMITTANCE PAYABLE TO: SCDEW		
PREPARER'S TELEPHONE NUMBER: .. (864) 963-3467					400.17		
EMPLOYER'S CERTIFICATION, I CERTIFY THAT THE INFORMATION CONTAINED IN THIS REPORT AND ANY SUBSEQUENT PAGES ATTACHED IS TRUE AND CORRECT AND NO PART OF THE TAX WAS OR IS TO BE DEDUCTED FROM THE EMPLOYEE'S WAGES.							

ATTACH CHECK HERE

3 0464065 2 20124 6



FIRST CITIZENS
 6/15/15
 1152916
 * 480534345809
 Patricia Spranger
 * 53 \$ 1339.16

DDADeb1-(06/08/2015)

MANFRED SPRENGER
 PATRICIA H SPRENGER
 1481
 06-04-15
 \$ 50,000.00
 First Citizens
 P. Spranger

DDADeb11-(06/10/2015)

MANFRED SPRENGER
 PATRICIA H SPRENGER
 1305
 07-15-13
 \$ 4,000.00
 First Citizens
 P. Spranger

DDADeb11-(07/15/2013)

MANFRED SPRENGER
 PATRICIA H SPRENGER
 1313
 08-21-13
 \$ 1,500.00
 First Citizens
 P. Spranger

DDADeb11-(08/21/2013)

FIRST CITIZENS
 7/16/13
 759709
 * 480534345809
 Patricia Spranger
 * 53 \$ 9880.00

DDADeb11-(07/16/2013)

Branch 422
 Seq: 42
 Batch: 007561
 Date: 06/08/15

(Back)

Branch 422
 Seq: 41
 Batch: 007561
 Date: 06/10/15

(Back)

Branch 422
 Seq: 25
 Batch: 002421
 Date: 07/15/13

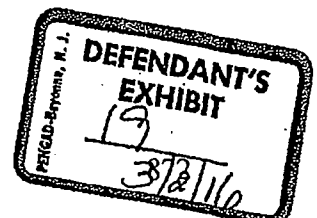
(Back)

Branch 422
 Seq: 11
 Batch: 002741
 Date: 08/21/13

(Back)

Branch 422
 Seq: 11
 Batch: 002441
 Date: 07/16/13

(Back)



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,

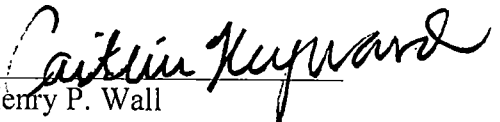
vs.

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

CERTIFICATE OF COUNSEL

The undersigned certifies that this Amended Record on Appeal complies with
Rule 210(g) SCACR.

October 16, 2017


Henry P. Wall
Caitlin C. Heyward
Robert C. Osborne III
Bruner, Powell, Wall & Mullins, LLC
P.O. Box 61110
Columbia, South Carolina 29260
P: (803) 252-7693
F: (803) 254-5719
Attorneys for Appellant/Respondent