

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM CHARLESTON COUNTY
COURT OF COMMON PLEAS

THE HONORABLE BROOKS P. GOLDSMITH, CIRCUIT JUDGE

Case No. 2017-001775

Mikell M. Henderson, ...Appellant,

vs.

Mikell R. Scarborough, individually and as Personal Representative of the Estate of Mary Ross
Hanahan and Joseph Ross Henderson, ... Defendants,

Of whom Mikell R. Scarborough, individually and as Personal Representative of the Estate of
Mary Ross Hanahan, is the Respondent.

**RECORD ON APPEAL
VOLUME III**

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1 Q: But to clarify, you did not sign this document
2 in the presence of your mother and/or Mikell
3 Scarborough?

4 A: No. No, I did not.

5 Q: All right. And you don't recall whether it was
6 sent to you with their signatures already
7 appended, or whether you were the only person
8 who signed the copy you signed?

9 A: That, I do not recall. I'd have to look back at
10 that PDF file that I have.

11 Q: All right. You can put that away. Go back to
12 my stack of documents. See if you can identify
13 this for me. We're going to go ahead and mark
14 that Plaintiff Exhibit 1.

15 (Petitioner's Exhibit Number 1 was marked for
16 identification purposes.)

17 Q: Can you tell me what this is?

18 A: This is an email I received from Mikell
19 Scarborough on April 2nd of 2015 regarding my
20 mother's estate.

21 Q: And what was the general subject of this email?

22 A: That Mikell Scarborough had spoken with Joe
23 Mendelson, the attorney that he had engaged to
24 probate my mother's estate, that I intended to
25 contest the codicil to my mother's will on the



1 basis that she had been diagnosed with dementia
2 in 2008. And he went on to say I was free take
3 whatever steps necessary, that he was willing to
4 speak to me about this. I -- that he asked her
5 not to sign the codicil, because he knew it
6 would cause us problems and that she was
7 headstrong, so I'm sorry that this happened.
8 The second paragraph ---

9 Q: And, I'm sorry to interrupt you.

10 A: Yes, sir.

11 Q: But if you would for the second paragraph, read
12 that into the record.

13 A: Okay. "I would caution you to be careful
14 because at this time she is subject to a 4.4
15 million dollar judgement for which her estate is
16 jointly and severally liable. I have requested
17 that she be excluded from the judgement and the
18 request was denied. I would hate to lose what
19 all we have worked for on the basis that, since
20 she is dead, her estate should fund this entire
21 judgement amount. Her individual assets are
22 currently at risk. An undoing of the entire
23 estate process will leave everything exposed to
24 PCS's judgement. While I don't think that will
25 happen - it is a possible outcome judging where



1 we currently are."

2 Q: Now, when you received this in April of 2105,
3 how did you take it?

4 A: I -- well, I took it on a couple of things.
5 One, I believe the documents -- the last will
6 and testament and codicil had been filed despite
7 my repeated questions about where the -- finding
8 out where the codicil came from and the
9 circumstances surrounding the execution of it,
10 which even up to then I hadn't gotten an
11 explanation of. And then, that if I did
12 anything, I would expose my mother's entire
13 estate to paying the entire judgement that was
14 pending against all the Ross Development share
15 holders.

16 Q: And are you aware of your mother ever having
17 been subject to a joint and several judgement?

18 A: No.

19 Q: What was your understanding of the PCS judgement
20 as it related to your mother?

21 A: Well, that my mother's liability would've been
22 for her -- the shares that she had been -- that
23 she had received during a certain period of
24 time, which I want to say was around \$370,000.
25 There's a chart that has been provided by the



1 attorney for Ross Development, and costs, and
2 fees, or you know, that are associated with
3 that, with that judgement.

4 Q: And so, when you received this email, what was
5 your reaction?

6 A: That I needed to -- well, that I should be
7 cautious because, you know, my mother could --
8 my mother's estate could be at jeopardy to pay
9 the entire judgement, which I don't think
10 would've been fair for her estate. And then
11 also, that I needed to verify whether this
12 judgement was joint and several.

13 Q: Did you make any effort to do that?

14 A: I did.

15 Q: And what did you learn?

16 A: I learned that the judgement was not joint and
17 several. That my mother's amount was fixed and
18 that there was probably little opportunity that
19 anything -- that this exact language that I read
20 would cause her estate to be exposed to the full
21 judgement.

22 Q: All right.

23 MR. SILVERNAIL: Can we take a break for about two
24 minutes.

25 MS. BROCKINGTON: Of course.



(Off the Record)

MR. SILVERNAIL: All right. Let's mark this one as Plaintiff's Two. And I'm sorry, I've got three.

MR. SCARBOROUGH: That's all right.

(Petitioner's Exhibit Number 2 was marked for identification purposes.)

Q: Mike, you identified this, what's been marked as Plaintiff's Two?

A: This is a check that my mother had written from her checking account to Coastal Burglar Alarm on or around March -- I assume it's 8th of 2012, but it says March -- yeah, March 8th, 2012, and then there's a note that came back with it from a Sheila K. Reed with Coastal Burglar Alarm. And the note is dated 3 -- March 13th of 2012. And the note says, please reissue check. The bank will not accept it the way it is written. Thanks, Sheila.

Q: Was this mailed to you or your mother?

A: Mailed to me, I believe. Yes. I do not recall the envelop, whether it showed up at my mother's house or my house, to be honest.

Q: And can you read the amount line of the check?

A: Well, the date March 8th, it's 12122. And then the amount is 82982 dollar and 98 cents.



1 Q: And what's the numeric entry for the amount?

2 A: 82 dollars and point, point 98.

3 Q: Now in March of 2012, was your mother in charge
4 of her day-to-day bill paying?

5 A: Not normally, no.

6 Q: And do you have any idea how she came to send
7 this particular check?

8 A: I would imagine she received a bill at her home
9 from Coastal Burglar Alarm, and tried to write
10 a check. About the only thing she was doing
11 around that time was writing checks for a \$150
12 at the bank and taking that home, and then
13 getting another check a day or two later.

14 Q: And did you do anything differently after -- did
15 you receive or see this sometime near March 13th
16 of 2012?

17 A: Sometime after that, yes, and it caused me
18 concern that she didn't need to have checks
19 anymore. We shouldn't be allowing her to have
20 -- pay any of her bills, any of the monthly
21 bills that she would receive.

22 Q: Okay. Thank you. I don't have any further
23 questions for you.

24 MR. HENDERSON - RE-EXAMINATION BY MS. BROCKINGTON:

25 Q: Just one or two, Mr. Henderson, to follow-up.



1 A: Uh-huh.

2 Q: The judgement against your mom, the PCS
3 judgement ---

4 A: Yes..

5 Q: --- you testified her portion was about
6 \$368,000, is that right?

7 A: Yes, ma'am. I would probably need to see the
8 chart that the P -- or that Ross Development
9 lawyers provided that has the amount that each
10 shareholder owes. I believe it was 368, but I
11 could be wrong.

12 Q: Do you know if that was the amount that actually
13 got paid on her behalf?

14 A: No, I believe her -- of the settlement that's
15 undergoing now, which is according to Mikell
16 Scarborough, hasn't been finalized, I believe
17 her amount is \$137,500 or \$138,000.

18 Q: And do you have any complaints regarding your
19 cousin's management of that PCS litigation on
20 behalf of your mom's estate?

21 A: On behalf of my mother's estate?

22 Q: Yes, sir.

23 A: Well, I think that there's a problem with the
24 payment of the proceeds out of the LLC, but I
25 think that's a separate issue.



1 Q: Why's that a problem?

2 A: I think it's a violation of his fiduciary duty
3 to me.

4 Q: In what respect?

5 A: Well, my mother's estate has a two percent
6 interest in the MRH Family LLC, and if he's paid
7 a \$138,000 from it, I'm assuming that's my
8 mother's two percent value in it.

9 Q: How would it get paid otherwise?

10 A: I do not know.

11 Q: Do you know what was the balance of any bank
12 account that she had at the time of death?

13 A: At the time of death, there was just maybe 20,
14 \$30,000, I believe, in some of her accounts, but
15 I couldn't swear to that.

16 Q: So, if there was 20 or 30,000 available, how
17 would \$137 -- \$137,000 judgement get paid?

18 A: Well, any of the other properties in the estate.
19 The Bacon's Bridge Property was being discussed
20 at some point apparently around the time of the
21 mediation that we tried to reach. There is the
22 Hutchinson Island Property, which at one point
23 Mikell Scarborough said that he had potential
24 buyer for that was related to -- I want to say,
25 Peter Hanahan -- or not related, but a friend of



- 1 his. And then there was the house and the lot.
- 2 Q: So something would've had to have been
- 3 liquidated, right?
- 4 A: Yes, ma'am..
- 5 Q: Would you have agreed to that?
- 6 A: If he had engaged me in the discussion of it,
- 7 yes, I -- we would've probably been able to come
- 8 to an agreement on that.
- 9 Q: With regard to this check, was it your testimony
- 10 your mom was still writing checks of \$150 a week
- 11 to the bank ---
- 12 A: She was ---
- 13 Q: --- and then getting them cashed?
- 14 A: --- yeah, she would -- I think, I know I've seen
- 15 emails where she would write a \$150 check and
- 16 she had forgotten and gone back the same day and
- 17 got another \$150.
- 18 Q: Did they look like this, with the ---
- 19 A: Not, no ---
- 20 Q: --- information being distorted, I'll say?
- 21 A: No, because she could write cash and \$150.
- 22 Apparently she didn't have a problem with that.
- 23 Q: So this is an anomaly?
- 24 A: I don't know if that's an anomaly, she wasn't
- 25 writing that many checks.



1 Q: But she would still continue to write checks,
2 right?

3 A: For awhile, yes.

4 Q: Up until her death?

5 A: I don't know about right up until her death, no.
6 There was some point prior to her -- in the
7 weeks or months prior to her death, she was not
8 going out to the bank and cashing checks.

9 Q: Did you take her checkbook from her?

10 A: At some point I did, but I think -- periodically
11 I had. I'd certainly taken it from her when she
12 was hospitalized. I took it around this time
13 because I was concerned about the checks that
14 were coming in -- the bills that were coming in
15 and her inability to pay it.

16 Q: But you gave it back. This was March of 2012.
17 Right?

18 A: I believe I did, yes.

19 Q: Okay. Thank you. Nothing further.

20 MR. SILVERNAIL: Nothing further from me.

21 (There being no further questions, the deposition
22 concluded at 3:43 p.m.)
23
24
25



Last Will and Testament

of

MARY ROSS HANAHAN

I, MARY ROSS HANAHAN, a resident of and domiciled in the County of Charleston, State of South Carolina, and being of sound mind and disposing memory, and not acting under duress, menace, fraud, or undue influence of any person whomsoever, do hereby make, publish and declare this to be my Last Will and Testament, hereby revoking all Wills or Codicils at anytime heretofore made by me.

ITEM I

I direct that all my just debts, secured and unsecured, be paid as soon as practical after my death, however, I direct that my Personal Representative or my Substitute or Alternate Personal Representative may cause any debt to be carried, renewed, and refinanced from time to time upon such terms and with such securities for its repayment as my Personal Representative or my Substitute or Alternate Personal Representative may deem advisable taking into consideration the best interests of the beneficiary.

ITEM II

I direct that my Personal Representative or my Alternate or Substitute Personal Representative shall treat as an obligation of my Estate and pay any and all estate, inheritance, succession, death or similar taxes assessed under the laws of the United States, or of any State pertaining to any property or any interests in property included in my Estate for such tax purposes.

ITEM III

I hereby give, devise and bequeath to my son, JOSEPH ROSS HENDERSON, all of my right, title, and interest in and to a tract of land measuring and containing 30 acres, more or less, located on Moffett Road, Charleston County, South Carolina, TMS# 038 00 00 012, absolutely and in fee simple without restriction; and also all of my right, title, and interest in and to that piece of property measuring and containing 80 acres, more or less, known as Fairview located in the County of Charleston, State of South Carolina, with TMS# 061 00 00 023, absolutely and in fee simple without restriction. In the event my son, JOSEPH ROSS HENDERSON, refuses the bequest of either or both of these parcels of land I hereby

Mary Ross Hanahan



Handwritten initials and signature

give, devise, and bequeath to my son, MIKELL MILTON HENDERSON, all of my right, title, claim, or interest in said tract or tracts of land which may be rejected by my son, JOSEPH ROSS HENDERSON, absolutely in fee simple without restriction.

ITEM IV

I hereby give, devise and bequeath the sum of FIVE THOUSAND (\$5,000.00) DOLLARS to the SPCA Animal Shelter which is presently located on Leeds Avenue in North Charleston, South Carolina, absolutely and without restriction.

ITEM V

I hereby give, devise, and bequeath to my son, MIKELL MILTON HENDERSON, all the rest, residue and remainder of my estate and property of every kind and description, real, personal or mixed, wherever situate, and whether acquired before or after the execution of this Will, absolutely in fee simple.

ITEM VI

I hereby nominate, constitute and appoint my son, MIKELL MILTON HENDERSON, as Personal Representative of this my Last Will and Testament. I do further direct that my Personal Representative or any Alternate hereinabove named shall be permitted to serve without bond, surety or security. If, however, bond, surety or security is required for my Personal Representative, then I direct that the same shall be paid from my Estate.

ITEM VII

By way of illustration and not of limitation and in addition to any inherent, implied or statutory powers granted to Personal Representatives generally, my Personal Representative or my Alternate or Substitute Personal Representative is specifically authorized and empowered: to buy, sell, rent, mortgage, lease or convey any and all real property contained in my Estate at the time of my demise; to allot, assign, buy, care for, collect, contract with respect to, dispose of, enter into, exchange, hold, improve, incorporate any business of mine, invest, lease, manage, mortgage, grant and exercise options with respect to, to take possession of, pledge, receive, release, repair, sell, sue for and in general, to exercise all of the powers in the management of my estate which any individual could exercise in the management of similar property owned in his own right, upon such terms and conditions as to my Personal Representative may seem best, and to execute and deliver any and all instruments and to do all acts which my personal Representative may deem proper or necessary to carry out the purposes of this Will without being limited in any way by the

Mary Ross Hanahan

Yes
R

specific grants of power made, and without the necessity of a Court Order. Additionally, the powers granted to my Personal Representative in this Will are also specifically granted to my Alternate or Substitute Personal Representative hereinabove named.

ITEM VIII

I hereby direct my Personal Representative upon my death to have my body cremated and for my Personal Representative to scatter approximately one-half of my ashes in the Bay at Hanalei Bay, Maui, Hawaii, and to further scatter my remaining ashes next to the grave of my father, William Ogier Hanahan, at Millbrook Plantation in Charleston County, South Carolina. I further direct that the costs and expenses of my cremation and any and all expenses associated with scattering my ashes as hereinabove directed shall be paid from my estate.

I, MARY ROSS HANAHAN, do hereby sign my name to this instrument this 2 day of November 1998, and first being duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my Last Will and Testament; further, that I sign it willingly; that I execute it as my free and voluntary act for the purposes therein expressed, and that I am eighteen years of age or older, of sound mind and under no constraint or undue influence.

Mary Ross Hanahan
MARY ROSS HANAHAN

We, the below subscribed witnesses, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that the Testatrix signs, and executes this instrument as her Last Will and Testament, and that she signs it willingly, and that each of us, in the presence and hearing of the Testatrix, hereby signs this Will as witness to the Testatrix signing, and that to the best of our knowledge, the Testatrix is eighteen years of age or older, of sound mind and under no constraint or undue influence.

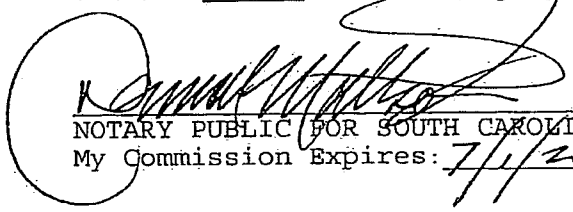
Manda A. Smith RESIDING AT Summerville SC
Gloria C. Patton RESIDING AT Myrtle Beach SC

1/2
DL

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me, by MARY ROSS HANAHAN, the Testatrix, and subscribed and sworn to before me by the two witnesses above, this 2 day of November, 1998.




NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 7/1/2001

Mary Ross Hanahan

420
Q

Mikell Scarborough

From: Mikell Scarborough
Sent: Wednesday, June 06, 2012 2:13 PM
To: 'Henderson, Mikell M'
Subject: RE: Dede's Biopsy

Importance: Low

Expires: Monday, December 03, 2012 12:00 AM

I'm on the phone with KAT.
Getting the scoop.
I am on board with all this.
Mikell

From: Henderson, Mikell M [<mailto:Mikell.Henderson@fletc.dhs.gov>]
Sent: Wednesday, June 06, 2012 1:59 PM
To: Mikell Scarborough
Cc: heoj@earthlink.net; katherinehenderson@fredericaacademy.org; mikellhenderson@att.net
Subject: Dede's Biopsy

Mikell,

Kat called and spoke with the radiologist today. He confirmed that the tumor is malignant. The official report will be sent to Dr. Durst. Mom does NOT know yet. I do not recommend we tell her yet for two reasons. First, Kat and I would like to be there and I imagine you would prefer to be there too. Also, I don't want Mom finding this out and not having family around. I am not sure what your schedule is for this weekend or next week. I believe Kat has made an appointment with Dr. Durst for sometime next week or the week after. She is going to email me the date. The only people that know about the cancer are Kat, me, my Dad, and you. I specifically told my Dad not to tell Ross or anyone else in our family (even his side) about the cancer diagnosis. ~~Ross and Mom are not on good terms to begin with and I doubt Ross can handle the news or keep it to himself.~~ I will tell him when the time is appropriate but certainly not before Mom is told.

I would recommend you call Kat for the details from the radiologist. However, my understanding is that Mom's personal physician is going to have to refer her for further tests to determine the extent or grade of the cancer. It may be that it has been caught early and there is a good prognosis for recovery. On the other hand, Mom seems convinced she had cancer and that it has spread throughout her body. Obviously if that is the case we need to discuss a number of different plans soon.

I certainly hope that the cancer has been detected early and can be treated. However, one item Bright Star brought up was that we need to see if Mom's Living Will indicated that she did not want life-saving treatment (a Do Not Resuscitate) in the event she were to suffer some incident in her own home, as opposed to the DNR she would have at the hospital. I will have to check the Living Will that Demal Mattson did for her previously. Pete Brown only did the Health Care POA. We may need to add that to the Living Will or revise it for that purpose but we need to talk to Mom about it first and check the existing Living Will.

Also, this may give Mom the incentive to do some estate planning. I would prefer that she include Ross in her Will but right now she is not happy with him. However, this could provide the opportunity for her to create a support trust for Ross for his future and possibly educational trusts for Will and Connor. At least with a Support Trust for Ross we can tell her she can control Ross from the grave. She might like that idea. Mom told Kat she wanted to sell her acreage at Big Millbrook and that Mom thought she needed the money? Depending on the treatment and health care costs, she may very well need the money in the future. However, I don't want her to just sell property if she does not have to yet. At the very least, we can look at planning for her medical and health care costs in the future and to arrange her estate to minimize inheritance taxes.

I am in my office this afternoon but have a pretty full day tomorrow. Call or email me if you have time later today.



Mike

Mike Henderson

Attorney/Advisor

Legal Division

Federal Law Enforcement Training Center

1131 Chapel Crossing Road, TH 389

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Mikell.Henderson@dhs.gov

LGD Web Page www.fletc.gov/legal

From: Henderson, Mikell M [mailto:Mikell.Henderson@fletc.dhs.gov]
RE: 6/7/12
Date: June 8, 2012 at 9:53 AM
Mikell Scarborough [mailto:mikellscarborough.com]
John Zdeny [mailto:john.zdeny@fletc.dhs.gov]

We could always use the fact that Mom is switching from Dr. Thompson to Dr. Durst as an excuse for why we do not have the report until the appointment with Dr. Durst on the 19th. I am fine with making Dr. Thompson give her the news and watch the thrashing he gets. But I seriously doubt Mom will go back to him at all.

If you want me to drive up on Sunday so you and I can tell her, just say so. Even if we do not have the actual report in hand by then, you or Kat could contact the radiologist to get the report today. At least we would have the report or we would be telling her while both you and I are present. I think Kat would probably like to come too on Sunday but we have to worry about driving the kids up and back for 6 hours in a day.

Again, let me know if you want to talk to her on Sunday before you go on your trip. I think it would be best for as many of us to be there with her to give her the news.

As to estate planning, I agree a lot of that can wait a little while but I think the idea of gifting some this year would be wise. Kat and I are glad to tear up the check Mom gave the boys if she needs the money. We would prefer she keep the property as long as practical and possible rather than start selling everything now. My suggestion is that we try to at least get Mom to do a support trust for Ross. That way he will have some of the basic necessities provided for and he would not have control of the money if that is her concern. My fear is any property Ross inherits he will have to sell because he probably will not be able to afford the taxes. But that is up to Mom and Ross. Maybe we need to go ahead and start litigation with Frances over the jointly owned property? Although any litigation fees are not an attractive thought with the current prospect of home health care costs.

Mike Henderson
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LGD Web Page www.fletc.gov/legal

-----Original Message-----

From: Mikell Scarborough [mailto:mikell@mikellscarborough.com]
Sent: Friday, June 08, 2012 8:31 AM
To: Henderson, Mikell M
Subject: Re: 6/7/12

DD signed the K with me present before leaving the Palms. B'star calls it a service agreement which can be altered on 24 hours notice. I am unsure of when to tell D of report but I am certain it is after we receive it. In hand. I am concerned w/ waiting for Dr Durst. Ur realize we may not see it till then. We could keep June 21 w Dr T so she can go off on him!
As to estate planning, we should gift some this year and the. Implement for the future. She is now upset w/ Ross as usual his timing is bad. She has spoken of a codicil to her will but some overarching plan is best here. I doubt she will change much and who will buy behind Frances & put up w that?

Mikell R Scarborough
Master in Equity
Charleston County
100 Broad St, Ste. 266
Charleston, SC 29401
843 958 5070

Sent from my iPhone

On Jun 8, 2012, at 7:41 AM, "Henderson, Mikell M" <Mikell.Henderson@fletc.dhs.gov> wrote:

Mikell,

Thanks for the update on the discharge from Savannah Grace. I am not sure how we will get the bedside commode since Kat and I are here in Georgia. Is that something Bright Star can assist her with?

As for the Bright Star contract, does Mom need to sign it or do I need to sign it or both of us? I just want to make sure we have the contract in place and we start off right with Bright Star. Obviously, the costs for Mom to have 24-hour care is significant. Do you think we should wait to discuss the costs with Mom until after has been fully-diagnosed on the lung cancer and we know what her prognosis is? My thought is that depending on the stage of cancer and the possible treatment, Mom does not need to get worked up about money in the next few weeks. However, we are going to have to discuss the costs at some point in the near future. We may also want to talk to her again



Mikell Scarborough

From: Mikell Scarborough
Sent: Thursday, June 07, 2012 12:13 AM
To: Mike Henderson
Subject: Re: Dede

Mike,

That sounds like the insurance value on the house. It would be the cost to rebuild and should be for replacement coverage. As to the mortgage clause, the BOA was paid off years ago; however, I doubt that I fo was passed to USAA.

I am fine with the car whichever works best for DD. I will speak with Cindy or Cori about this tomorrow. Cindy (owner) indicated that the providers can drive her car or theirs. The concern is with safety and liability. I think D would be more comfortable in her car.

Let me know what you think about this weekend. I just remember that Mary And I are headed to Raleigh, NC for wedding of Frank Grimballs oldest son Heyward Sat but will return Sun.

Mikell

Sent from my iPad

On Jun 6, 2012, at 5:59 AM, "Mike Henderson" <mikellhenderson@att.net> wrote:

Mikell,

I received a Homeowner's Policy Packet for Mom's house. It indicates either that the value of her home is estimated at \$213,000 or that there is an existing mortgage on her home in the value of \$213,000? I thought that Mom had paid off the original mortgage on her home and she had never taken out any additional mortgage? I can scan the documents and send them to you if you need them. The first mortgagee is listed as Bank of America, NA and the loan number is 7013494179.

Also, what do we want to do with Mom's car? I have no problem with you taking her car and her signing it over to you. However, we need to find out whether we might need a car at her house for the sitter's to use to take Mom to the doctor, grocery store, etc. We would just need to get a combination lock box for the house and make sure the sitter's keep the keys in the lock box when they are not using the car. We also might want to create a log for the vehicle use so we can make sure the use is for legitimate purposes by the sitters. Kat is going to call Bright Star and ask them about whether the sitters would use their own cars or it would be fine for Mom to have a car at her house that the sitters could use to drive Mom around. Only concern then would be Mom sending the sitters out to take Sam for a ride which I think is a little excessive. If Mom wants to take Sam for a ride she needs to go with them. Kat also mentioned that Frances might come by the house and Bright Star might want to know how to deal with her. Mom needs to tell the sitters whether she wants to see or talk to Frances and the sitters should not tell Frances anything about Mom's fall, hospital stay or medical condition.

Let me know what you think.

Mike



FIRST CODICIL TO THE
LAST WILL AND TESTAMENT
OF
MARY ROSS HANAHAN

I, MARY ROSS HANAHAN, a resident and domiciled in the County of Charleston, State of South Carolina, knowing the uncertainties of life and the certainties of death, and being of sound and disposing mind and memory, do hereby make, publish and declare this to be a first codicil to my Last Will and Testament, heretofore made by me.

MRH

ITEM 1.

I hereby republish and reaffirm my Last Will and Testament as hereinafter specifically modified, amended and supplemented by this First Codicil as if the same were set out here in full and do incorporate the same by this reference thereto, and do hereby republish and declare my said Last Will and Testament, as amended, modified and supplemented as my Last Will.

ITEM 2.

As to the terms of my Last Will and Testament which dictate the disposition of my home located at 827 Pitt St., Mt. Pleasant, SC and the adjoining lot thereto, I intend to and hereby give, devise and bequeath these specific parcels of real property unto my nephew Mikell R. Scarborough, to be his absolutely and in fee simple. In the event that Mikell R Scarborough should predecease me, or we both die simultaneously or as a result of some catastrophe under circumstances where it cannot be determined who dies first, I hereby give, devise, and bequeath these specific parcels of property to my Great nephew Mikell Ross Scarborough, Junior.



WE, Christopher W. Martin and January E. Oheale

the witnesses, sign our names to this instrument, and, at least one of us being duly sworn, does hereby declare, generally and to the undersigned authority, that the TESTATOR signs and executes this instrument as the First Codicil to her Last Will and that she signs it willingly, and that each of us, in the presence of the TESTATOR, hereby signs this Will as witness to the TESTATOR's signing, and that to the best of our knowledge the TESTATOR is eighteen years of age or older, of sound mind, and under no constraint or undue influence.

WITNESSES:

Chris W. OF Mount Pleasant, SC
January E. Oheale OF Hollywood, SC

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

Subscribed, sworn to and acknowledged before me by MARY ROSS HANAHAN
the TESTATOR, and subscribed and sworn before me by Christopher W. Martin
witness, this 19th day of October, 2012.

January E. Oheale (SEAL)
NOTARY PUBLIC FOR South Carolina
MY Commission Expires: 10/31/2021

HANAHAN, MARY 10/10/1940

Office/Outpatient Visit

Visit Date: Tue, Oct 16, 2012 12:30 pm

Provider: Kay Durst, MD (Assistant: Natasha Smith)

Location: Carolina Family Care

Electronically signed by Kay Durst, MD on 10/16/2012 10:36:09 PM
Printed on 01/02/2016 at 1:36 pm.

SUBJECTIVE:

CC:

Ms. HANAHAN is a 72 year old White female. She is here for the following lab work: urinalysis.

HPI:

pt here to go over results and to give urine. She is doing well overall.

she states she feel no issue.

she had mri which showed. compression deformity.

pt states that her left hand got red after eating hamburger. She denies hitting it. After further inquiry she states her dog did bite her there.

ROS:

CONSTITUTIONAL: Negative for chills, fatigue, fever, and weight change.

CARDIOVASCULAR: Negative for chest pain, palpitations, tachycardia, orthopnea, and edema.

RESPIRATORY: Negative for cough, dyspnea, and hemoptysis.

GENITOURINARY: Positive for bladder prolapse..

MUSCULOSKELETAL: Positive for back feel better.

INTEGUMENTARY/BREAST: Positive for left hand with red.

PSYCHIATRIC: Negative for anxiety, depression, and sleep disturbances.

PMH/FMH/SH:

Past Medical History: bi-polar, demntia. right hip broken four and 1/2 years ago; left upper lobe lung cancer lesion. seeing oncology at musc

Surgical History: hysterectomy- bleeding, tonsills.

Family History: brother with esposhgeal cancer, gf- with lung cancer- 90s.

Social History: lives alone and son- and daughter in low- lives in brusnwick., she has two children. she has caregiver with her.

Tobacco/Alcohol/Supplements:

Tobacco: She has a past history of cigarette smoking; quit date: 15. Non-drinker

Current Problems:

Abdominal pain

Acquired hypothyroidism

Constipation

COPD

Dementia

Hyperkalemia

Hyperlipidemia

lung cancer

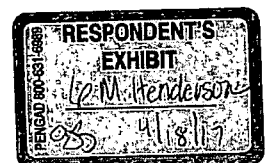
Yumbness

Jterine prolapse

mmunizations:

lone

Allergies:



Last Reviewed on 6/19/2012 11:33:52 AM by Durst, Kay
Codeine Phosphate:

Current Medications:

Oxybutynin Chloride 5mg Tablet Take 1 tablet(s) by mouth bid
Depakote
Effexor
Lipitor
Lorazepam 0.5mg Tablet Take 1 tab(s) by mouth bid prn
Symbicort
Synthroid

OBJECTIVE:

Vitals:

Current: 10/16/2012 12:31:47 PM
Ht: 5 ft, 3 in; Wt: 152 lbs; BMI: 26.9
T: 98.1 F; BP: 153/65 mm Hg; P: 69 bpm

Exams:

PHYSICAL EXAM:

GENERAL: well developed and nourished; appropriately groomed; in no apparent distress;
RESPIRATORY: lungs clear to auscultation and percussion; symmetric expansion; no dyspnea;
CARDIOVASCULAR: regular rate and rhythm; normal S1, S2; no murmur, rub, or gallop; normal PMI;
BREAST/INTEGUMENT: left hand with bruising;
MUSCULOSKELETAL: gait: **affected by a limp**; left hand with bruising and small lesion slight pink
PSYCHIATRIC: appropriate affect and demeanor; normal speech pattern; grossly normal memory;

Lab/Test Results:

LABORATORY RESULTS:

Urinalysis: (-) glucose, (-) bilirubin, (-) ketones, S.G. 1.005, (-) blood, pH 6.5, (-) protein, normal (0.2-1 EU)
urobilinogen, (-) nitrite, trace leukocyte esterase;

ASSESSMENT:

618.1	Uterine prolapse
599.0	Pyuria
782.7	Bruising
805.2	T12 compression fracture
782.1	Rash

ORDERS:

Lab Orders:

Urinalysis, automated, without microscopy (In-House)
Urine culture ID (Send-Out)

Procedures Ordered:

Urologist Referral (Send-Out)
Neurosurgeon Referral (Send-Out)

PLAN:

Uterine prolapse

REFERRALS: Referral initiated to a urologist.

Orders:

Urologist Referral (Send-Out)

Pyuria

Orders:

Urinalysis, automated, without microscopy (In-House)

Urine culture ID (Send-Out)

Bruising pt with bruising and small lesion. apply small amount of mucoprionion area then dressed and call if worse

T12 compression fracture

RADIOLOGY: I have ordered ct scan of thoracic and lumbar to be done today.

REFERRALS: Referral initiated to a neurosurgeon.

Orders:

Neurosurgeon Referral (Send-Out)

CPT © is a registered trademark of the American Medical Association

Piave Pitisci Lake, MD., LLC
409 Coleman Boulevard
Mt. Pleasant, SC 29464
Hanahan, Maryless
PN, 9/13/12, 1300-1325

Meds

BID + 800, 3rd 4th
Lorazepam 0.5mg, ~~PRN~~ 1200 rect.
Depex 500mg, 11 ghs
Effexor XR 37.5mg qam
Synthroid

Meds Acc

0 R/B/L's discussed

no

Appearance:
disheveled neat neat
Motor: retarded normal agitated
tremor, tic, mannerisms
Mood:
depressed euthymic euphoric
despairing, irritable, angry, guilty
anxious, frightened, confused

Speech: normal dysarthric
slow fast
latency pressure
soft loud

Affect:
congruent incongruent
blunted stable labile
restricted expansive
tearful, hostile, intense

Thought Process: normal
blocked, slow, fast, racing, FOI
illogical, obsessional
circumstantial, tangential

Thought Content: normal
delusions, LOA, paranoia,
magical thinking, violence,
suicidality
mild paranoia

Perceptual Disturbance: none
halluc: AE, VH, OH, GH, TH
illusions, déjà vu

Memory: normal baseline
poor good

Alertness:
diminished normal enhanced
Orientation: full
place, time, person

Insight:
poor no gross deficit
Indiscretion:
poor no gross deficit

Therapeutic Work

- ☐ Extension of history
- ☐ Exploration of symptoms
- ☐ Exploration of dynamics
- ☐ Alliance building
- ☐ Transference work
- ☐ Self work
- ☐ Relational work
- ☐ Boundary work
- ☐ Grief work
- ☐ Dream work
- ☐ Imagery work/relaxation

Support

- ☐ Psychoeducation
- ☐ Cognitive restructuring
- ☐ Conflict management
- ☐ Crisis/transition management
- ☐ Stress management
- ☐ Anger management
- ☒ Medication management
- ☐ Self-care strategies
- ☐ Lab review
- ☐ Other

S: Pt. attended appt. 5 dbr - in - law.
c/o bloating + probs w/ her stomach, constant constipation.
- Henrietta, pt's caregiver, drove her to appt. today.
caregiver has been c. pt. x 5 yrs. Pt. feels good abt.
having Henrietta. T, Th, Sat.
- Pt. said she gets along ok on the days caregiver not
present. Pt. angry that she is not allowed to drive
anymore. Pt's prior MD (Dr. Thompson) told pt.
she should not drive.
- pt. reports that she feels depressed, spends a lot of
time in bed, stay at home more (bc she's not
driving). Pt. goes back to bed to avoid dealing c/ being
bored (not having anything to do).
- c/o neighbors being noisive + has to keep dog inside w/c
of neighbors.
A/P: Bipolar I DC, depr; Anx NOS; Cognitive impairment -
Pt. "wished" she's not allowed to drive. spends a lot of
time in bed bc has nothing to do + feels depressed.
© current meds @ TTC 4 wks.

P. Lake MD 9/13/12



Piave Pitisci Lake, M.D., LLC

409 Coleman Boulevard
Mt. Pleasant, SC 29464

Henderson, Mary Riis

10/18/12, 1245-1315

D was pronounced.

Appearance:

disheveled ~~neat~~ neat+

Motor: retarded ~~normal~~ agitated
tremor, tic, mannerisms

Mood:

depressed ~~anxious~~ euphoric
despairing, irritable, angry, guilty
anxious, frightened, confused

Thought Process: normal

blocked, slow, fast, racing, FOI
illogical, obsessional
circumstantial, tangential

Perceptual Disturbance: none

halluc: AH, VH, OH, GH, TH
illusions, déjà vu

Alertness:

diminished ~~normal~~ enhanced

Orientation: full

place, time, person

Speech: normal, dysarthric

slow ~~normal~~ fast

latency ~~normal~~ pressure
soft ~~normal~~ loud

Affect:

congruent ~~incongruent~~
blunted ~~stable~~ labile
restricted ~~expansive~~
tearful, hostile, intense

Thought Content: normal

delusions, LOA, paranoia,
magical thinking, violence,
suicidality

Memory: wnl, -baseline

poor ~~normal~~ good

Insight:

poor ~~no gross deficit~~

Judgment:

poor ~~no gross deficit~~

Meds

lorazepam 0.5mg BID reports taking
Dep ER 500mg ~~17~~ 15 → + gls x 3wks
Effexor XR 31.5mg qam ~~17~~ 15
Syntronic

- Track to H x 2w

Meds Aes

0 R/B/L's discussed

NO Δ

Therapeutic Work

- ☐ Extension of history
- ☐ Exploration of symptoms
- ☐ Exploration of dynamics
- ☐ Alliance building
- ☐ Transference work
- ☐ Self work
- ☐ Relational work
- ☐ Boundary work
- ☐ Grief work
- ☐ Dream work
- ☐ Imagery work/relaxation

Support

- ☐ Psychoeducation
- ☐ Cognitive restructuring
- ☐ Conflict management
- ☐ Crisis/transition management
- ☐ Stress management
- ☐ Anger management
- ☒ Medication management
- ☐ Self-care strategies
- ☐ Lab review
- ☐ Other

S: "I'm on AC." "I'm still trying to adjust to being a recluse."

- Goes back to sleep in a.m. after taking a.m. meds. ~~Does~~ sleeps from 0730/0800 - 1030/1100. Discussed not taking lorazepam p.m.
- Has had several naps to which couldn't sleep well. Has happened over last a couple of years. Last night was one.
- Sleeps a bit during the day. Reading a book about en bed more on drugs & mitter. Gets up in a.m. when she's not up.
- Was to take day for a ride & go out for lunch.
- Seems to be adjusting a little better (in better spirits today).
- Discussed pt. walking outside & helping.

1P: Bipolar I DO, depr. ANX NOS. Cognitive impairment - Pt's mood a little better. "So-so" instead of depressed. Reading some recently. No 4/5x mania/hypermania. Spends a lot of time in bed b/c she feels she doesn't have much to do.
Ocont current meds @ RTC 4-6w.

P. White MD 10/18/12



CARE FOR LIFE, INC.
DAILY CHARTING

FAX 10/21/12

CIRCLE DIET TYPE

Regular ☒ Diabetic ☐
 Pureed ☐ Low Sodium ☐
 Renal ☐ Mechanical Soft ☐
 NPO (Tube Feeding) ☐

Client Name: Mary Hanahan

Employee Name: Laura McGuire

Chart Below

- Date Meal Eaten
- Which Meal Eaten & % Eaten
- Chart food if <60% Eaten
- Chewing/Swallowing Problems

Date:	10/16/12	10/20/12	Date:	10/16/12	Menu
Time-In:	8 am	8 am	BF		%
Time-Out:	4 pm	4 pm		NA	
ABBREVIATIONS SBA (Stand by assist) MIN (Minimal assist) MAX (Maximum assist)			Use the abbr. from abbreviations box at left to complete columns below. If care not provided, put a line through blank spaces.		
Bath/shower/tub/sponge/bed	—	—	Supper		%
Oral hygiene/Denture	SBA	SBA		NA	
Skin care	—	SBA			
Shampoo	—	—			
Comb Hair	SBA	—			
Nail care	MAX	—	Date: 10/20/12	Menu	
Shave	—	—	BF		%
Dressing	MIN	MIN		NA	
Personal hygiene	SBA	SBA			
Incontinent care	—	—	Lunch		% 90
Turn & position	—	—			
Transfer	SBA	SBA			
Ambulation/mobility	MIN	MIN			
Daily physical activities	—	—	Supper		%
Meal preparation/meal set-up	—	—			
Feeding	SBA	SBA		NA	
Urination # of times	2x	2x			
BM # of times	0x	1x			
If services Provided below, put CG initials, otherwise draw line in space			Date:	Menu	
Medication Reminder	SM	CM	BF		%
Cleaning	SM	CM			
Laundry	SM	CM			
Change bed linens	—	—	Lunch		%
Clean bathroom/bedside commode	—	—			
Errands/shopping	SM	CM			
Transportation	SM	CM			
Conversation/stimulation	SM	CM	Supper		%
Answers telephone	SM	CM			
Other: <u>Pet Care</u>	SM	CM			
Put All Letters That Apply			In Columns Below		
A (Alert)	O (Oriented)	C (Confused)	AD	AD	
F (Forgetful)	AG (Agitated)	CB (Combative)	—	—	

Modified 2/18/11

** NOTE - PLEASE REMEMBER TO CHART EACH SHIFT ON BACK **



Guidelines: Document cognitive stimulation activities performed with client for ex: Read newspaper, arts & crafts, puzzle, games, music etc. Document MD appointments, mood swings, wandering episodes, misplaced items, and conversations with family. Document all assistive devices used ex: walker, cane, wc, etc.

Shift Summary

CLT in bed ^{resting} sleeping when I arrived. She told me she had left a shopping list and cash in the kitchen and asked me to go to Publix and shop what I did. I returned & brought in groceries and put them away leaving change and receipt on kitchen counter. I did LR and washed dishes. Did laundry. CLT has dark mark on L hand which I reported to C.F.L. I took CLT to 12 pm appointment Dr. Dwyer. We went to the ch. at Blvd. Diner. CLT has appointment at 3 pm tomorrow.

Employee Signature Jaura McShane

Date 10/16/12

Dr. Dwyer all went well.

Shift Summary

CLT in bed sleeping when I arrived. I did some cleaning in bathroom and kitchen. CLT awoke & sent me out shopping @ Publix. I returned and did laundry and put fresh linens on bed. CLT's dog and I played fetch in backyard. I took CLT out for lunch at Gilligan's. All went well.

Employee Signature Jaura McShane

Date 10/20/12

Shift Summary

Employee Signature _____

Date _____

Supervisor's Signature Ken Moore, LMSW

Date 11/5/12

CARE FOR LIFE, INC. DAILY CHARTING

CIRCLE DIET TYPE

Regular ☐ Diabetic ☐
 Pured ☐ Low Sodium ☐
 Renal ☐ Mechanical Soft ☐
 NPO (Tube Feeding) ☐

Client Name: Mary Hanahan

Employee Name: Henrietta Wise

Chart Below

- Date Meal Eaten
- Which Meal Eaten & % Eaten
- Chart food if <80% Eaten
- Chewing/Swallowing Problems

Date: <u>10-18-12</u>		Date: <u>10-18-12</u>	
Time-In: <u>8a</u>		Menu BF % <u>100%</u>	
Time-Out: <u>4p</u>			
ABBREVIATIONS SBA (Stand by assist) MIN (Minimal assist) MAX (Maximum assist)		Use the abbr. from abbreviations box at left to complete columns below. If care not provided, put a line through blank spaces.	
Bath/shower/tub/sponge/bed			Supper %
Oral hygiene/Denture			
Skin care			
Shampoo			
Comb Hair			
Nail care			
Shave			
Dressing			
Personal hygiene			
Incontinent care			
Turn & position			
Transfer			
Ambulation/mobility	<u>SBA</u>		
Daily physical activities			
Meal preparation/meal set-up			
Feeding			
Urination # of times	<u>3</u>		
BM # of times	<u>0</u>		
If services Provided below, put CG initials, otherwise draw line in space		Date: Menu	
Medication Reminder	<u>H.W.</u>		BF %
Cleaning	<u>H.W.</u>		
Laundry	<u>H.W.</u>		
Change bed linens			
Clean bathroom/bedside commode	<u>H.W.</u>		
Errands/shopping	<u>H.W.</u>		
Transportation			
Conversation/stimulation	<u>H.W.</u>		
Answers telephone			
Other:			
Put All Letters That Apply		In Columns Below	
A (Alert) O (Oriented) C (Confused)	<u>A</u>		
F (Forgetful) AG (Agitated) CB (Combative)	<u>F</u>		

Modified 2/18/11

**** NOTE - PLEASE REMEMBER TO CHART EACH SHIFT ON BACK ****



Guidelines: Document cognitive stimulation activities performed with client for ex: Read newspaper, arts & crafts, puzzle, games, music etc. Document MD appointments, mood swings, wandering episodes, misplaced items, and conversations with family. Document all assistive devices used ex: walker, cane, wc, etc.

Shift Summary

Upon arrival, client was in bed and asleep. I let her dog out. After she got up, dress, and ready for the day, client then sat down and had breakfast. Client watched the midday news before we leave to go to the bank and to an appointment that client had with Dr. Lake. We returned home from the appointment but later went out to Boulevard Diner where client had lunch. I clean the kitchen, swept, did a little laundry, and clean the bathroom.

Employee Signature Henrietta Wise

Date 10-18-12

Shift Summary

Employee Signature _____

Date _____

Shift Summary

Employee Signature _____

Date _____

Supervisor's Signature Ken Moore, LCSW

Date 11/1/12

Modified 2/18/11



RMC BK 0300 Pg 993 : pg 1 *

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

TITLE TO REAL ESTATE

WHEREAS, It is the intent of Mary Ross Hanahan, formerly known as Mary Ross Hanahan Henderson, to convey all of her interest in the properties described below to her son, J. Ross Henderson.

KNOW ALL MEN BY THEE PRESENTS, THAT I, Mary Ross Hanahan, formerly known as Mary Ross Hanahan Henderson, in the State aforesaid for and in consideration of the sum of \$10.00, Love and Affection for my son, to me in hand paid at and before the sealing of these presents by J. Ross Henderson, in the State aforesaid, have granted, bargained, sold and released and by these Presents do grant, bargain, sell and release, subject to all applicable easements, covenants, restrictions and agreements of record and such easements and rights of way as would be determine by an on-site inspection, unto the said J. Ross Henderson, all of my interest in the following real property"

FOR LEGAL DESCRIPTION, SEE ATTACHED EXHIBIT "A"

GRANTEE'S ADDRESS: 5594 Katy Hill Rd.
Wadmalaw IS, SC 29487

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging or in anywise incident or appertaining.

~~TO HAVE AND TO HOLD~~, all and singular, the said Premises before mentioned, subject to all applicable easements, covenants, restrictions and agreements of record and such easements and rights of way as would be determined by an on-site inspection, unto the said J. Ross Henderson, his and assigns forever.

AND, subject to all applicable easements, covenants, restrictions and agreements of record and such easements and rights of way as would be determine by an on-site inspection I, Mary Ross Hanahan, formerly known as Mary Ross Hanahan Henderson, do hereby bind myself, my heirs and assigns to warrant and forever defended all and singular, the said premises unto the said J. Ross Henderson, his and assigns, against me and my heirs and those lawfully claiming through me and against no others.

WITNESS my Hand and Seal this 30th day of December, 2012.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:



STATE OF SOUTH CAROLINA }
COUNTY OF Charleston }

AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

- I have read the information on this affidavit and I understand such information.
- The property was transferred by MARY ROSS HANAHAN, FORMERLY KNOWN AS MARY ROSS HANAHAN HENDERSON on DECEMBER 30, 2012 to J. ROSS HENDERSON

- Check one of the following: The deed is
 - ☐ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - ☐ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
 - ☒ exempt from the deed recording fee because (See Information section of affidavit): Gift #1 (Explanation required)
(If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?
Check Yes ☐ or No ☐

- Check one of the following if either item 3(a) or item 3(b) above has been checked. (See Information section of this affidavit):

- ☐ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____.
- ☐ The fee is computed on the fair market value of the realty which is _____.
- ☐ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.

- Check YES ☐ or NO ☐ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is _____.

- The deed recording fee is computed as follows:

- Place the amount listed in item 4 above here: _____
- Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here.)
- Subtract Line 6(b) from Line 6(a) and place the result here: _____

- The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is: _____.

- As required by Code Section '12-24-70, I state that I am a responsible person who was connected with the transaction as:
GRANTOR

- I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Mary Ross Hanahan FORMERLY
Responsible Person Connected with the Transaction AKA
Mary Ross Hanahan Henderson
Print or Type Name Here

Sworn this 36 day of DEC 2012
Joseph H. Yates Jr.
Notary Public for SC
My Commission Expires: 20, 2015

My Commission Expires
August 3, 2015

RECORDER'S PAGE

NOTE: This page MUST remain with the original document



DWT
dh

Filed By:

HOWARD YATES

42 BROAD ST.
CHARLESTON SC 29401

MAKER:

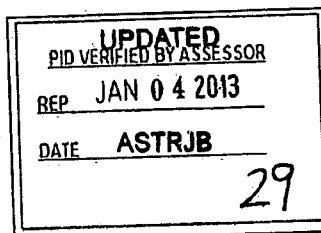
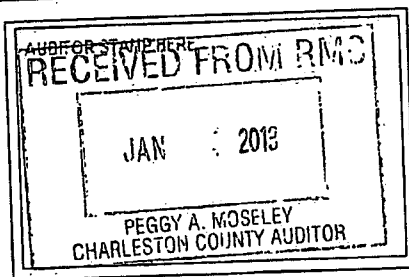
HANAHAN MARY R AL

RECIPIENT:

HENDERSON J ROSS

Original Book:

Original Page:



RECORDED

Date: December 31, 2012

Time: 2:44:24 PM

Book

Page

DocType

0300

993

Deed

Charlie Lybrand, Register
Charleston County, SC

of Pages: 6

Recording Fee	\$ 10.00
State Fee	<EXEMPT>
County Fee	<EXEMPT>
Extra Pages	\$ 1 00
Postage	\$ -
Chattel	\$ -
TOTAL	\$ 11.00

DRAWER
CLERK

Drawer 2
SLW



0300
Book



993
Page



12/31/2012
Recorded Date



6
Pgs



Original Book



Original Page



D
Doc Type



14:44:24
Recorded Time

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

THAT I, **MARY ROSS HANAHAN**, make, constitute, and appoint, **MIKELL MILTON HENDERSON**, my true and lawful attorney to act in, manage, and conduct and in my name, place and stead, and for my use and benefit, and as my act and deed, to do and execute, or to concur with persons jointly interested with myself therein the doing or execution of all of any of the following acts, deeds and things, that is to say:

1. To buy, receive, lease, accept or otherwise acquire; to sell, convey, mortgage, hypothecate, pledge, quit-claim or otherwise encumber or dispose of; or to contract or agree for the acquisition, disposal or encumbrance of any property whatsoever and wheresoever situated, be it real, personal or mixed or any custody, possession, interest or right therein or pertaining thereto upon such terms as to my said attorney shall think proper;

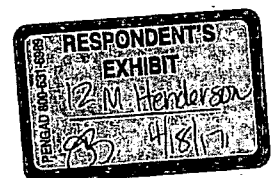
2. To take, hold, possess, invest, insure, lease or let, or otherwise manage any or all of my real, personal or mixed property, or any interest therein; to effect, remove, or relieve tenants or other persons from and recover possessions of such property by all lawful means; and to maintain, protect, preserve, insure, remove, store, transport, repair, rebuild, modify or improve the same or any part thereof;

3. To make, do and transact all and every kind of business of any nature or any kind whatsoever, including the receipt, recover, collection, payment, compromise, settlement and adjustment of all accounts, legacies, bequests, interests, dividends, annuities, demands, debts, taxes and obligations which may now or thereafter be due, owing or payable by me or to me;

4. To make, endorse, accept, receipt, sign, seal, execute, acknowledge and deliver deeds, assignments, certificates, hypothecations, checks, notes, bond agreements, vouchers, receipts, and such other instruments in writing of whatever kind and nature as may be necessary, convenient or proper in the premises;

5. To deposit, and withdraw, for the purpose hereof, in either my said attorney's name or my name, or jointly in both our names, in or from any banking institution any funds, negotiable or non-negotiable paper or monies which may come on deposit or be entitled to; and to open and close any and all bank accounts, savings accounts, checking accounts, and negotiate, cash and surrender any

MRH



savings certificates, treasury notes or any negotiable instruments in my name or in my name with another person.

6. To institute, prosecute, defend, compromise, arbitrate and dispose of legal, equitable or administrative hearings, actions, suits, attachments, arrests, distresses or other proceedings or otherwise engage in litigation in connection with the premises;

7. To act as my attorney or proxy in respect to any stocks, shares, bond or other investments, rights or interests I may now or hereafter hold;

8. To engage and dismiss agents, counsel and employees, and to appoint and remove at pleasure any substitute for, or agent of my said attorney in respect to all or any of the matters or things herein mentioned and upon such terms as my attorney shall think fit;

9. To prepare, execute and file income and other tax returns and other government reports, applications, requests and documents and to sign the HUD-1 form and renounce dower, or any truth in lending statements.

10. To take possession and order the removal and shipment of any of my property from any post, warehouse, depot, dock or other place of storage or safekeeping, governmental or private, and to execute and deliver any release, voucher, receipt, shipping ticket, certificate or other instrument necessary or convenient for such purpose.

11. To enter any and all bank or safety deposit boxes in my name or in my name with another person and to add to or remove any or all of the contents therefrom and to receipt for the same and to open or close any bank or safety deposit box in my name.

THIS POWER OF ATTORNEY shall not be affected by physical disability or mental incompetence of the principal, which renders the principal incapable of managing his own estate.

THIS POWER OF ATTORNEY shall revoke, supersede and replace any and all other Power of Attorneys heretofore made by me and I declare any and all previous Power of Attorneys made by me to be null and void.

GIVING AND GRANTING UNTO MY SAID ATTORNEY full power and authority to do and perform all and every act, deed, matter and thing, whatsoever in and about my estate, property and affairs, and fully and effectually to all intents and purposes as I might or could do in my own person or personally present, the above specifically enumerated powers being in aid and exemplification of the full, complete and general power herein, granting and not in limitation or definition thereof; and hereby ratifying all that my

said attorney shall lawfully do or cause to be done by virtue of these presents.

IN WITNESS WHEREOF, I have hereunto set my Hand and Seal to this Power of Attorney, consisting of three pages, on the 2 day of November, 1998.

Mary Ross Hanahan
MARY ROSS HANAHAN

IN THE PRESENCE OF:

Gloria M. Lott
Marsha A. Lott
Samuel M. Lott

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named MARY ROSS HANAHAN sign, seal, and execute the within written General Power of Attorney for the use and purposes therein mentioned and that Deponent, with the other witnesses subscribed above, witnessed the execution thereof.

Gloria M. Lott

SWORN to before me this
2 day of November, 1998.

Samuel M. Lott
NOTARY PUBLIC FOR STATE OF SOUTH CAROLINA
My commission expires: 7/1/2001



Mikell Scarborough

From: Henderson, Mikell M <Mikell.Henderson@fletc.dhs.gov>
Sent: Wednesday, December 05, 2012 3:39 PM
To: cmoss@infinitepartnerships.com
Cc: Mikell Scarborough
Subject: General POA for Mary Ross "Dede" Hanahan
Attachments: General Power of Attorney.pdf

Chris,

Thank you for talking to me this afternoon. Attached is a .pdf file copy of the General POA I have for my mother. I left a message for Mikell Scarborough to contact me back regarding a durable or limited POA for me to sign allowing him to handle the deeds and matters associated with the LLC.

I just spoke to my mother on the phone as well. I went over the details of what you and I discussed. She stated she wanted to go ahead with creating the LLC and that she would agree to me or her signing a limited or durable POA for Mikell Scarborough to take care of the deeds to her properties.

If Mikell Scarborough and I speak this evening, I will try to cover the additional details of a name for the LLC and making sure he can get the durable or limited POA as soon as possible. I also mentioned the issue of your fee to my mother but did not mention the specific amount. I did tell her that in my opinion that this course of action would save both myself and potentially my brother an amount well in excess of your fee. Thank you for your assistance and I will do whatever I can to assist in accomplishing this task within the short time period we have left. I can be reached via my cell number at 843-437-2645. I usually have the phone with me all day. My home email address is mikellhenderson@att.net and it is probably better to email at that address since I also get emails on my cell phone.

With kind regards,

Mike

<<General Power of Attorney.pdf>>

Mike Henderson

Attorney/Advisor

Legal Division

Federal Law Enforcement Training Center

1131 Chapel Crossing Road, TH 389

Glynco, GA 31524

OFFICE (912)-267-2165

FAX (912)-261-3635

Mikell.Henderson@dhs.gov

LGD Web Page www.fletc.gov/legal





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STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)

DURABLE POWER OF ATTORNEY

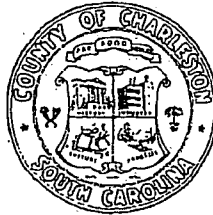
KNOW ALL MEN BY THESE PRESENTS that I, Mary Ross Hanahan
 of the County of Charleston, State of South Carolina, do hereby appoint
Mikell R. Scarborough, of the County of Charleston, State of South Carolina, as
 my Attorney for me and in my name to endorse, cash or deposit checks made
 payable to my order; to deposit and withdraw monies from my checking or
 savings accounts; to open and close checking or savings accounts; to have entry
 to safety deposit boxes leased to myself and deal with the contents thereof; to ask,
 demand, sue for, collect, recover, and receive all sums of money, debts, dues,
 accounts, legacies, bequests, interest, dividends, annuities and demands
 whatsoever as are now or shall hereafter become due and owing, payable or
 belonging to me, and have, use and take all lawful ways and means in my name or
 otherwise, and to compromise and agree for the same, for me, and in my name to
 make, seal and deliver; to bargain, contract, agree for, buy, sell, mortgage,
 hypothecate and in any and every way and manner deal in and with goods and
 merchandise, chooses in action, and other property, in possession or in actions,
 and to release mortgages on lands or chattels, and to make, do and transact all
 and every kind of business of whatsoever kind and nature. Also, to bargain,
 contract, agree for, purchase, receive and take lands, tenements, hereditaments,
 and accept the seizing and possession of all lands and all deeds and other
 assurances, and to lease, let, demise, bargain, sell, release, convey, execute a
 proper deed of conveyance, as he/she/they shall think fit and also for me and in
 my name and as my act and deed to sign, seal, delivery and execute and



MRH

RECORDER'S PAGE

NOTE: This page MUST remain
with the original document



Filed By:

MIKELL R SCARBOROUGH

CNT
KLH

RECORDED		
Date:	December 6, 2012	
Time:	12:28:54 PM	
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Charlie Lybrand, Register Charleston County, SC		

MAKER:

HANAHAN MARY R

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of References:

RECIPIENT:

SCARBOROUGH MIKELL R

Note:

Recording Fee

\$ 15.00

Extra Reference Cost

\$ -

Extra Pages

\$ -

Postage

\$ -

Chattel

\$ -

TOTAL

\$ 15.00

Original Book:

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DRAWER

Drawer 1

CLERK

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MRH FAMILY LLC Operating Agreement

This Operating Agreement ("Agreement") is made and entered into as of December 30th 2012 by and among MRH FAMILY LLC, a South Carolina limited liability company (the partnership) and, Mary Ross Hanahan, Mikell Milton Henderson, and MRSMIE LLC (the partnership) and individually, the members.

WHEREAS, the parties desire to form a limited liability company under South Carolina law to protect and unify the partnership in operating a Land Development and Investment business and for all additional purposes hereinafter set forth. NOW, THEREFORE, the partnership having given good and valuable consideration, the partnership and members hereto have agreed and do hereby agree as follows:

1. Definitions

1.1 "Act" shall mean the ~~South Carolina Uniform Limited Liability~~ the partnership Act of 1996 of the Code of Laws of South Carolina (1976), as amended, and any corresponding provisions of future laws.

1.2 "Action of the partnership" and any reference to an action taken, or to be taken, by the partnership shall mean any action properly approved by the members.

1.3 "Agreement" shall mean this Operating Agreement and any amendments made thereto from time to time. "Articles of Organization" shall mean the Articles of Organization filed with the South Carolina Secretary of State by which the partnership was organized as a South Carolina limited liability company



pursuant to the Act.

1.4 "Capital Account" shall mean the account established and maintained for each Member on the books of the partnership.

1.5 "Code" shall mean the Internal Revenue Code of 1986, as amended, and any corresponding provisions of future laws.

1.6 "The partnership" shall mean MRH FAMILY LLC, a South Carolina limited liability company and its members Mary Ross Hanahan, Mikell Milton Henderson, and MRSMIE LLC.

1.7 "The partnership Liability" shall mean any enforceable debt or obligation for which the partnership is liable or which is secured by any the partnership Property.

1.8 ~~"The partnership Property" shall mean any and all property, real, personal, tangible and intangible, either contributed by a Member as capital, transferred to, or otherwise acquired by the partnership,~~

1.9 "Manager" shall mean any member of the partnership who is the Manager.

1.10 "Member" shall mean the parties to this Agreement.

1.11 "S.C. Code" shall mean the Code of Laws of South Carolina (1976), as amended, and any corresponding provisions of future laws.

2 Purpose

MRH FAMILY LLC shall be in the business of preserving partnership assets, operating the partnership as a land development company, and protecting the partnership assets from harm.

2.1 Powers Subject to the provisions of this Agreement, the partnership shall have the same powers as an individual to do all things necessary or convenient to carry on its and affair including but not limited to the power to:

- (a) Sue and be sued, and defend in its name;
- (b) Purchase, receive, lease, or otherwise acquire, and own, hold, improve, use, maintain, manage, operate and otherwise deal with property of any kind, real, personal, tangible and intangible, or any legal or equitable interest in property, wherever located;
- (c) Sell, convey, mortgage, grant a security interest in, lease, exchange, and otherwise encumber or dispose of all or any part of its property;
- (d) Purchase, receive, subscribe for, or otherwise acquire, own, hold, vote, use, sell, mortgage, lend, grant a security interest in, or otherwise dispose of and deal in and with, shares or other interests in or obligations of any other entity;
- (e) Make contracts and guarantees, incur liabilities, borrow money, issue its notes, bonds, and other obligations, which may be convertible into or include the option to purchase other securities of the limited liability company, and secure any of

its obligations by a mortgage on or a security interest in any of its property, franchises, or income;

(f) Lend money, invest and reinvest its funds, and receive and hold real and personal property as security for repayment;

(g) Be a promoter, partner, member, associate, or manager of any partnership, joint venture, trust, or other entity;

(h) Conduct its business, locate offices, and exercise the powers granted by this Agreement and the Act within or without the State of South Carolina;

(i) Appoint officers, employees, and agents of the partnership, define their duties, fix their compensation, and lend them money and credit;

(j) ~~Pay pensions and establish pension plans, pension trusts, profit sharing plans, bonus plans, option plans, and benefit or incentive plans for any or all of its current or former Members, officers, employees, and agents;~~

3. Members

3.1 Initial Members. The members are Mary Ross Hanahan, Mikell Milton Henderson, and MRSMIE LLC.

3.2 Power of Attorney. Any Member may give another Member power of attorney to act for or to execute documents in the name of such Member and any

action taken pursuant to such power of attorney shall be valid for all purposes.

3.3 Voting Rights of Members. All members will have the right to vote their membership interest. Majority vote will prevail except for the Amendment of this Operating Agreement which will require unanimous consent of all members.

4 Member Meetings

4.1 Place of meetings. All meetings of the Members shall be held at the partnership's principal place of business or at such other place designated by the Managing Member.

4.2 Time of Meeting. Meetings of the Members may be called at any time and any place by the Managing Partner. The Purpose of the meetings will be to explore new investments for the partnership, and to review the overall policy of the partnership and any other lawful purposes allowed by this Agreement.

5 Management

5. 1 The members shall manage the partnership at all times and have the right to select a member to assist in the management the partnership.

(a) Tenure and Qualifications. The partnership elects member manager, MRSMIE LLC to help assist in the management of the partnership for a term of five (5) years.

(b) Removal. MRSMIE LLC can be removed as manager at any time after the expiration of its five (5) year term by majority vote of the members.

- (c) Resignation. A designated member manager may resign at any time.

6. Duties of Members

6.1 Duty of Loyalty. The members have a duty of loyalty to the partnership as follows:

(a) To account to the partnership and to hold as trustee for the partnership any property and profit.

(b) To refrain from dealing with a party having an interest adverse to the partnership; and

(c) To refrain from competing with the partnership.

6.2 Duty of Care. The members have a duty of care to the partnership.

6.3 Fiduciary Duties. The Members shall discharge their duties and exercise any of these duties consistently with the obligation of good faith and fair dealing which they as members owe to each other

6.4 Duty of Confidentiality. The Members hereby warrants, covenants and agree that they will not furnish, divulge, communicate, or use to the detriment of the partnership any of the partnerships confidential information.

7 Capital Accounts and Accounting

7.1 Capital Accounts. The partnership shall establish for each Member a Capital Account.

7.2 Accounting Decisions. All decisions as to accounting matters, except as specifically provided to the contrary herein, shall be made by the Members.

7.3 Taxable Year and Tax Accounting Methods. Unless otherwise required by the Code, Treasury Regulations or the Internal Revenue Service, the partnership's taxable and fiscal years shall be the calendar year, and the books of account of the partnership shall be maintained on a cash basis consistently applied and shall show all items of income and expense. Subject to SECTION 7.6 hereof, all elections required or permitted to be made by the partnership under the Code shall be made by the Members.

7.4 Tax Returns. Not later than the time required by law, the members shall prepare and file or cause to be prepared and filed for each fiscal year, all federal, state, and local income tax returns required of the partnership .

7.5 Tax Elections.

(a) The partnership shall make the following elections for federal income tax purposes: (1) To treat as an expense for federal income tax purposes all amounts incurred for real estate taxes, interest and other charges that may, in accordance with applicable law and regulations, be considered as an expense; and (2) To deduct expenses incurred in organizing the partnership ratably over a sixty (60) month

period as provided in Section 709 of the Code.

(b) In the event of a distribution of the partnership Property to a Member or a transfer, whether during life or at death, by a Member of all or any part of his Membership Share, the partnership shall determine whether to elect pursuant to Section 754 of the Code, and in accordance with applicable law and regulations, to adjust the basis of the assets of the partnership pursuant to Sections 734 and 743 of the Code.

7.6 Tax Matters Member

MRSMIE LLC is designated the tax matters partner of the partnership, as defined in Section 6231(a) (7) of the Code. The members may designate a new tax matters member from time to time.

8 Dissolution, Winding Up, and Termination

8.1 Dissolution. The partnership shall dissolve, its affairs shall be wound up, and the partnership shall terminate upon the unanimous written consent of all the members

9 Restrictions on Transfer and Buy-Sell Provisions

9.1 Restrictions on Transfer No Member may voluntarily or involuntarily sell, transfer, gift, assign, pledge, mortgage, hypothecate, or otherwise convey or encumber any portion or all of his Membership Share to any Person without the prior written unanimous consent of all members; The reason being that the primary goal of the partnership is to

keep the assets of the partnership intact and preserved for generations to come.

9.2 Right to Buy. A member may purchase the shares of another member with unanimous consent of all members. A nonmember may purchase shares of a member with unanimous consent of all members.

10. Miscellaneous

10.1 Time of Essence. Time is of the essence with regards to this Agreement.

10.2 Governing Law. This Agreement shall be governed by and construed in accordance with the South Carolina Uniform Limited Liability the partnership Act of 1996, as amended, any corresponding provisions of future laws, and other applicable laws of the State of South Carolina.

10.3 Severability. ~~If any provision of this Agreement shall, to any extent, be held~~ invalid, illegal or unenforceable, in whole or in part, the validity, legality, and enforceability of the remaining part of such provision, and the validity, legality and enforceability of the other provisions hereof, shall not be affected thereby and each term, covenant or condition shall be valid and enforced to the fullest extent permitted by law.

10.4 Counterparts. This Agreement may be executed in more than one counterpart, and all parties to this Agreement do not have to be present together in order for this Agreement to become effective.

10.5 Entire Agreement. This Agreement embodies the entire understanding and

10.6 Binding Effect. This Agreement shall be binding upon, and shall be enforceable by and against all the parties and their respective heirs, legal representatives, personal representatives, successors and permitted assigns.

Wherefore Mary Röss Hanahan, Mikell Milton Henderson, and MRSMIE LLC, have read this Agreement and are committed to the operation of the MRH FAMILY LLC family, to protect and keep the assets safe, we hereby sign this Agreement as members on this 30th day of December 2012.

Mikell Milton Henderson 68

MRS MIE LLC	By <u><i>[Signature]</i></u>	30
	<u><i>JB Mader</i></u>	
	TOTAL	100

agreement among the parties pertaining to the subject matter hereof, and all prior agreements and understandings of the parties, whether written or oral, are terminated and superseded by this Agreement and shall be deemed merged herein.

10.6 Binding Effect. This Agreement shall be binding upon, and shall be enforceable by and against all the parties and their respective heirs, legal representatives, personal representatives, successors and permitted assigns.

Wherefore Mary Ross Hanahan, Mikell Milton Henderson, and MRSMIE LLC, have read this Agreement and are committed to the operation of the MRH FAMILY LLC family, to protect and keep the assets safe, we hereby sign this Agreement as members on this 30th day of December 2012.

	% Ownership
Mary Ross Hanahan <u>Mary Ross Hanahan</u>	2
Mikell Milton Henderson <u>Mikell M. Henderson</u>	68
MRSMIE LLC <u>By [Signature]</u>	30
<u>TOTAL</u>	<u>100</u>

MH 11

12/30/2012

MRH FAMILY LLC Operating Agreement

This Operating Agreement ("Agreement") is made and entered into as of December 30th 2012 by and among MRH FAMILY LLC, a South Carolina limited liability company (the partnership) and, Mary Ross Hanahan, Mikell Milton Henderson, and MRSMIE LLC (the partnership) and individually, the members.

WHEREAS, the parties desire to form a limited liability company under South Carolina law to protect and unify the partnership in operating a Land Development and Investment business and for all additional purposes hereinafter set forth. NOW, THEREFORE, the partnership having given good and valuable consideration, the partnership and members hereto have agreed and do hereby agree as follows:

1. Definitions

- 1.1 "Act" shall mean the South Carolina Uniform Limited Liability the partnership Act of 1996 of the Code of Laws of South Carolina (1976), as amended, and any corresponding provisions of future laws.
- 1.2 "Action of the partnership" and any reference to an action taken, or to be taken, by the partnership shall mean any action properly approved by the members.
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1.9 "Manager" shall mean any member of the partnership who is the Manager.

1.10 "Member" shall mean the parties to this Agreement.

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MRH FAMILY LLC shall be in the business of preserving partnership assets, operating the partnership as a land development company, and protecting the partnership assets from harm.

2.1 Powers Subject to the provisions of this Agreement, the partnership shall have the same powers as an individual to do all things necessary or convenient to carry on its and affair including but not limited to the power to:

- (a) Sue and be sued, and defend in its name;
- (b) Purchase, receive, lease, or otherwise acquire, and own, hold, improve, use, maintain, manage, operate and otherwise deal with property of any kind, real, personal, tangible and intangible, or any legal or equitable interest in property, wherever located;
- (c) Sell, convey, mortgage, grant a security interest in, lease, exchange, and otherwise encumber or dispose of all or any part of its property;
- (d) Purchase, receive, subscribe for, or otherwise acquire, own, hold, vote, use, sell, mortgage, lend, grant a security interest in, or otherwise dispose of and deal in and with, shares or other interests in or obligations of any other entity;
- (e) Make contracts and guarantees, incur liabilities, borrow money, issue its notes, bonds, and other obligations, which may be convertible into or include the option to purchase other securities of the limited liability company, and secure any of

its obligations by a mortgage on or a security interest in any of its property, franchises, or income;

(f) Lend money, invest and reinvest its funds, and receive and hold real and personal property as security for repayment;

(g) Be a promoter, partner, member, associate, or manager of any partnership, joint venture, trust, or other entity;

(h) Conduct its business, locate offices, and exercise the powers granted by this Agreement and the Act within or without the State of South Carolina;

(i) Appoint officers, employees, and agents of the partnership, define their duties, fix their compensation, and lend them money and credit;

(j) Pay pensions and establish pension plans, pension trusts, profit sharing plans, bonus plans, option plans, and benefit or incentive plans for any or all of its current or former Members, officers, employees, and agents;

3. Members

3.1 Initial Members. The members are Mary Ross Hanahan, Mikell Milton Henderson, and MRSMIE LLC.

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5 Management

5.1 The members shall manage the partnership at all times and have the right to select a member to assist in the management the partnership.

(a) Tenure and Qualifications. The partnership elects member manager, MRSMIE LLC to help assist in the management of the partnership for a term of five (5) years.

(b) Removal. MRSMIE LLC can be removed as manager at any time after the expiration of its five (5) year term by majority vote of the members.

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5 Management

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(a) Tenure and Qualifications. The partnership elects member manager, MRS MIE LLC to help assist in the management of the partnership for a term of two years.

(b) Removal. MRS MIE LLC can be removed as manager at any time after the expiration of its two year term by majority vote of the members.

- (c) Resignation. A designated member manager may resign at any time.

6. Duties of Members

6.1 Duty of Loyalty. The members have a duty of loyalty to the partnership as follows:

- (a) To account to the partnership and to hold as trustee for the partnership any property and profit.
- (b) To refrain from dealing with a party having an interest adverse to the partnership; and
- (c) To refrain from competing with the partnership.

6.2 Duty of Care. The members have a duty of care to the partnership.

6.3 Fiduciary Duties. The Members shall discharge their duties and exercise any of these duties consistently with the obligation of good faith and fair dealing which they as members owe to each other

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~~7.4~~ Tax Returns. Not later than the time required by law, the members shall prepare and file or cause to be prepared and filed for each fiscal year, all federal, state, and local income tax returns required of the partnership.

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(a) The partnership shall make the following elections for federal income tax purposes: (1) To treat as an expense for federal income tax purposes all amounts incurred for real estate taxes, interest and other charges that may, in accordance with applicable law and regulations, be considered as an expense; and (2) To deduct expenses incurred in organizing the partnership ratably over a sixty (60) month

period as provided in Section 709 of the Code.

(b) In the event of a distribution of the partnership Property to a Member or a transfer, whether during life or at death, by a Member of all or any part of his Membership Share, the partnership shall determine whether to elect pursuant to Section 754 of the Code, and in accordance with applicable law and regulations, to adjust the basis of the assets of the partnership pursuant to Sections 734 and 743 of the Code.

7.6 Tax Matters Member

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8.1 Dissolution. The partnership shall dissolve, its affairs shall be wound up, and the partnership shall terminate upon the unanimous written consent of all the members

9 Restrictions on Transfer and Buy-Sell Provisions

9.1 Restrictions on Transfer No Member may voluntarily or involuntarily sell, transfer, gift, assign, pledge, mortgage, hypothecate, or otherwise convey or encumber any portion or all of his Membership Share to any Person without the prior written unanimous consent of all members; The reason being that the primary goal of the partnership is to

keep the assets of the partnership intact and preserved for generations to come.

9.2 Right to Buy. A member may purchase the shares of another member with unanimous consent of all members. A nonmember may purchase shares of a member with unanimous consent of all members.

10. Miscellaneous

10.1 Time of Essence. Time is of the essence with regards to this Agreement.

10.2 Governing Law. This Agreement shall be governed by and construed in accordance with the South Carolina Uniform Limited Liability the partnership Act of 1996, as amended, any corresponding provisions of future laws, and other applicable laws of the State of South Carolina.

10.3 Severability. If any provision of this Agreement shall, to any extent, be held invalid, illegal or unenforceable, in whole or in part, the validity, legality, and enforceability of the remaining part of such provision, and the validity, legality and enforceability of the other provisions hereof, shall not be affected thereby and each term, covenant or condition shall be valid and enforced to the fullest extent permitted by law.

10.4 Counterparts. This Agreement may be executed in more than one counterpart, and all parties to this Agreement do not have to be present together in order for this Agreement to become effective.

10.5 Entire Agreement. This Agreement embodies the entire understanding and

agreement among the parties pertaining to the subject matter hereof, and all prior agreements and understandings of the parties, whether written or oral, are terminated and superseded by this Agreement and shall be deemed merged herein.

10.6 Binding Effect. This Agreement shall be binding upon, and shall be enforceable by and against all the parties and their respective heirs, legal representatives, personal representatives, successors and permitted assigns.

Wherefore Mary Ross Hanahan, Mikell Milton Henderson, and MRSMIE LLC, have read this Agreement and are committed to the operation of the MRH FAMILY LLC family, to protect and keep the assets safe, we hereby sign this Agreement as members on this 30th day of December 2012.

	% Ownership
Mary Ross Hanahan <u>Mary Ross Hanahan</u>	2
Mikell Milton Henderson <u>Mikell Milton Henderson</u>	68
MRSMIE LLC <u>By [Signature] Its Manager</u>	30
<u>TOTAL</u>	<u>100</u>

MRH FAMILY, LLC
VALUES IN 2012 & 2014

<u>LOCATION/INT.</u>	<u>TMS#</u>	<u>ACREAGE</u>	<u>2012 VALUE</u>	<u>2014 VALUE</u>
Fairview Pltn., Chas Cty, SC 100% int.	061-00-00-019	131.35 Ac	\$685,000	\$790,000
Millbrook Pltn., Block D Chas Cty, SC 100% int.	301-00-00-022	455.080 Ac	\$2,925,000	\$2,880,000
Millbrook Pltn., Tract D (River Lot) Chas Cty, SC 100% int.	364-00-00-005	9.75 Ac	\$1,260,000	\$585,000
Millbrook Pltn., Block E and E-1 Chas Cty, SC 1/5 int.	301-00-00-004 & 301-00-00-353	890.61 Ac & 29.70 Ac	\$5,310,000 total 1/5 int. = \$1,062,000	\$5,310,000 total 1/5 int. = \$1,062,000**
Dungannon, Tract B Chas Cty, SC 1/4 int.	225-00-00-003	449.70 Ac	\$3,915,000 total 1/4 int. = \$978,750	\$3,825,000 total 1/4 int. = \$956,750
18 Mile Site, Chas Cty, SC 1/6 int.	224-00-00-022	8.0 Ac	\$58,000 total 1/6 int. = \$14,000 (under contract)	\$58,000 total 1/6 int. = \$14,000 (under contract)
<u>TOTAL</u>			\$6,924,750	\$6,287,250





RMC BK 0300 Pg 995 : pg 1 *

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON) TITLE TO REAL ESTATE

WHEREAS, It is the intent of Mary Ross Hanahan, formerly known as Mary Ross Hanahan Henderson, to convey all of her interest in the properties described below to MRH Family, LLC in which she will hold a membership interest.

KNOW ALL MEN BY THEE PRESENTS, THAT I, Mary Ross Hanahan, formerly known as Mary Ross Hanahan Henderson, in the State aforesaid for and in consideration of the sum of \$10.00 and the above recital to me in hand paid at and before the sealing of these presents by MRH Family, LLC in the State aforesaid, have granted, bargained, sold and released and by these Presents do grant, bargain, sell and release, subject to all applicable easements, covenants, restrictions and agreements of record and such easements and rights of way as would be determined by an on-site inspection, unto the said MRH Family, LLC, all of my entire interest in the following real property to wit:

FOR LEGAL DESCRIPTION, SEE ATTACHED EXHIBIT "A"

GRANTEE'S ADDRESS: 70 Chadwick Dr.
Charleston, SC 29407

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned, subject to all applicable easements, covenants, restrictions and agreements of record and such easements and rights of way as would be determined by an on-site inspection, unto the said MRH Family, LLC, its successors and assigns forever.

AND, subject to all applicable easements, covenants, restrictions and agreements of record and such easements and rights of way as would be determined by an on-site inspection I, Mary Ross Hanahan, formerly known as Mary Ross Hanahan Henderson, do hereby bind myself, my heirs and assigns to warrant and forever defend all and singular, the said premises unto the said MRH Family, LLC its successors and assigns, against me and my heirs and those lawfully claiming through me and against no others.

WITNESS my Hand and Seal this 30 day of December, 2012.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:



EXHIBIT "A", LEGAL DESCRIPTION

TRACT 1

All that piece, parcel of tract of land, situate, lying and being in St. Andrews Parish, Charleston County, shown and designated as Block "D" as shown on a plat prepared by H. Exo Hilton, R.L.S., dated May-July, 1981, entitled, "*Plat of 2,094.0 Acres, Tract "C" Portion of Millbrook Plantation, Property of W. O. Hanahan, Sr. Divided as Shown Above,*" Said plat which is incorporated herein by reference, was recorded on July 22, 1982 in Plat Book AV at Pages 156 and 157 in the R.M.C. Office for Charleston County.

This property is also shown on a plat entitled "*Boundary Survey of Block "D" of Tract "C" Portion of Millbrook Plantation, Now Owned by Mary Ross Hanahan, Located in St. Andrews Parish, Charleston County, South Carolina,*" prepared by Robert L. Frank, P. L. S., dated July 25, 2003, revised October 7, 2003 and recorded October 10, 2003 in Plat Book EG at Page 666.

ALSO, all rights of way, including all rights of access to Block "D" whether prescriptive, appurtenant, commercial or established by covenant and/or grant held by the late W. O. Hanahan, Sr. in and to all roads and avenues shown on the above referenced plat, including rights of access across roads not shown on said plat but discoverable upon an on-site inspection. Including all rights of access to the extent assignable across connecting roads on land formerly of J. Ross Hanahan, Jr. and Maria Grayson Carter and across any roads extending from S.C. Highway 61 to Block "D".

~~SUBJECT to all applicable easements, covenants, restrictions and agreements of record and such easements and rights of way as would be determine by an on-site inspection.~~

The interest of Mary Ross Hanahan was conveyed to her by Deed of Distribution from Wachovia Bank, N.A., Personal Representative of the Estate of William O. Hanahan, Sr. dated March 25, 1999 and recorded April 1, 1999 in Book R-323 at Page 083 in the Charleston County R.M.C. Office.

TMS #301-00-00-022

ALSO

TRACT 2

All that certain piece, parcel or tract of land, situate, lying and being in St. Paul's School District, Charleston County, South Carolina composed of Lot No. 1 as shown on a "*Map of a Portion of Fairview Plantation Containing 99.81 Acres Owned by Raymond Hunter, Situate: West of Hwy. 174 and South of Avenue,*" prepared by A. L. Glen, Reg. P.E. & L.S., dated May 20, 1964 and recorded July 31, 1964 in Plat Book R-144; and composed

of Lot 1-A as shown on a "Map of That Portion of Fairview Plantation Designated on Map by J. P. Gaillard, Dated June, 1922 As Mrs. T. G. Legare Portion, Situate South of Toogoodoo Creek, West from Hwy. 174, Charleston County, South Carolina," dated March 29, 1965 and recorded April 23, 1965 in Plat Book S at Page 128.

BUTTING AND BOUNDING as follows: To the North by lands now or formerly of Ramond Hunter, Branch of Toogoodoo Creek and Bank, being a part of the Moffett Tract; To the East by S.C. Highway 174 and by lands now or formerly of Raymond Hunter; to the South by land conveyed to Frances G. Hanahan and to the West by lands now or formerly of W. W. Allston.

SUBJECT to all applicable easements, covenants restrictions and agreements of record and such easements and rights of way as would be determine by an on-site inspection.

This property was originally found to contain 120.7 acres, but upon a plat of resurvey by H. Exo Hilton, Reg. Land Surveyor, dated June, 1975 and recorded September 30, 1975 in Plat Book AF at Page 032, it was found to contain 131.35 acres.

Being a portion of the property conveyed to Mary Ross Hanahan by deed of J. P. Sanders, dated April 23, 1965 and recorded April 23, 1965 in Deed Book T-82 at Page 225 in the Charleston County R. M. C. Office; and to Mary Ross Hanahan Henderson, (who is also known as Mary Ross Hanahan) by deed from Raymond V. Hunter dated July 31, 1964 and recorded July 31, 1964 in Book X-80 at Page 254.

TMS #061-00-00-019

ALSO

TRACT 3

ALL that certain piece, parcel or tract of land situate, lying and being in the County of Charleston, State of South, and shown as Tract D containing 9.75 acres on a plat prepared by H. Exo Hilton, entitled, "A Plat of 39.00 Acres, A Part of Millbrook Plantation, Property of W.O. Hanahan, Sr., Divided as Shown Above," dated May, 1972 and recorded in Plat Book AB at Page 51 in the R. M. C. Office for Charleston County. The said property hereby conveyed butting to the Northeast partially on the Ashley River and to the Southwest on S.C. Highway No. 61 and having such boundaries, metes, courses and distances as are delineated on said plat.

SUBJECT to all applicable easements, conditions, restrictions and agreements of record and such easements and rights of way as would be determine by an on-site inspection.

This being the same property conveyed to Mary Ross Hanahan Henderson, now known as Mary Ross Hanahan, by deed of William O. Hanahan dated September 6, 1972 and recorded September 7, 1972 in Book A-100 at Page 327 in the Charleston County R. M. C. Office.

364-00-00-005

ALSO

TRACT 4.

All of my interest, being a one-fifth (1/5) interest in and to all that piece, parcel or tract of land, situate, lying and being in St. Andrews Parish, Charleston County, shown and designated as Block "E" as shown prepared by H. Exo Hilton, R.L.S., dated May-July, 1981, entitled, "Plat of 2,094.0 Acres, Tract "C" Portion of Millbrook Plantation, Property of W. O. Hanahan, Sr. Divided as Shown Above," Said plat which is incorporated herein by reference, was recorded on July 22, 1982 in Plat Book AV at Pages 156 and 157 in the R.M.C. Office for Charleston County.

ALSO, all rights of way, including all rights of access to Block "E" whether prescriptive, appurtenant, commercial of established by covenant or grant held by the late W. O. Hanahan, Sr. in and to all roads and avenues shown on the above referenced plat, including rights of access across roads not shown on said plat but discoverable upon an on-site inspection. Including all rights of access to the extent assignable across connecting roads on land formerly of J. Ross Hanahan, Jr. and Maria Grayson Carter and across any roads extending from S.C. Highway 61 to Block "E".

SUBJECT to all applicable easements, covenants, restrictions and agreements of record and such easements and rights of way as would be determined by an on-site inspection.

The interest of Mary Ross Hanahan was conveyed to her by Deed of Distribution from Wachovia Bank, N.A., Personal Representative of the Estate of William O. Hanahan, Sr. dated March 25, 1999 and recorded April 1, 1999 in Book R-323 at Page 090 in the Charleston County R.M.C. Office.

TMS #301-00-00-004

ALSO

TRACT 5

All of one-fifth (1/5th) interest in that piece, parcel or tract of land with any improvements there on and being in St. Andrews Parish, Charleston County, shown and designated as Tract E-1 as more fully shown on a plat entitled, "A Boundary Survey of a Portion of the Lands of Mary Ross Hanahan, Elizabeth Hanahan Clark, Buist Lucas Hanahan, Frances G. Hanahan and the Heirs of W. O. Hanahan, Located in St. Andrews Parish, Charleston County, South Carolina," prepared by Robert L. Frank, P.L.S., dated February 11, 2004, Revised February 12, 2004 and recorded February 13, 2004 in Plat Book EG at Page 902 in the Charleston County R. M. C. Office.

ALSO, all rights of way, including all rights of access to Block "E" and Tract "E-1" whether prescriptive, appurtenant, commercial of established by covenant or grant held by the late W. O. Hanahan, Sr. in and to all roads and avenues shown on the above referenced plat, including rights of access across roads not shown on said plat but discoverable upon an on-site inspection. Including all rights of access to the extent assignable across connecting roads on land formerly of J. Ross Hanahan, Jr. and Maria Grayson Carter and across any roads extending from S.C. Highway 61 to Block "E".

SUBJECT to all applicable easements, covenants, restrictions and agreements of record and such easements and rights of way as would be determined by an on-site inspection.

The interest of Mary Ross Hanahan was conveyed to her by Deed of Distribution from Wachovia Bank, N.A., Personal Representative of the Estate of William O. Hanahan, Sr. dated March 25, 1999 and recorded April 1, 1999 in Book R-323 at Page 090 in the Charleston County R.M.C. Office.

TMS #301-00-00-353

ALSO

TRACT 6

ALL of my undivided interest in that piece, parcel or tract of land, containing 449.7 acres, more or less, situate, lying and being in St. Paul's Parish, Charleston County, S.C., being a part of Dungannon Plantation and know as designated as Tract B on a plat by H. Exo Hilton, Reg. L. S. dated August, 1974 and entitled, "Plat of 3,096.2 Acres, Dungannon Plantation, Property of W. O. Hanahan, Sr.," and recorded in Plat Book Q at Page 154 in the R. M. C. Office for Charleston County, S.C. Said property having such location, butts, bounds, measurements, courses and distances as will by reference to said plat more fully appear.

SUBJECT to all applicable easements, covenants, restrictions and agreements of record and such easements and rights of way as would be determined by an on-site inspection.

The interest of Mary Ross Hanahan was acquired by the following deeds from William O. Hanahan: Deed dated and recorded March 21, 1979 in Book P-118 at Page 316, Deed dated and recorded August 6, 1980 in Book B-123 at Page 83, Deed dated and recorded August 6, 1980 in Book F-193 at Page 264.

TMS #225-00-00-003

STATE OF SOUTH CAROLINA }
COUNTY OF Charleston } AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property was transferred by MARY ROSS HANAHAN, FORMERLY KNOWN AS MARY ROSS HANAHAN HENDERSON to MRH FAMILY, LLC on DECEMBER 30, 2012

3. Check one of the following: The deed is
- (A) ☐ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
- (B) ☐ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
- (C) ☒ exempt from the deed recording fee because (See Information section of affidavit): MRH to LLC (Explanation required)
(If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?

Check Yes ☐ or No ☐

4. Check one of the following if either item 3(a) or item 3(b) above has been checked. (See Information section of this affidavit):

- (A) ☐ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____.
- (B) ☐ The fee is computed on the fair market value of the realty which is _____.
- (C) ☐ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.

5. Check YES ☐ or NO ☐ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is _____.

6. The deed recording fee is computed as follows:

- (A) Place the amount listed in item 4 above here: _____
- (B) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here.)
- (C) Subtract Line 6(b) from Line 6(a) and place the result here: _____

7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is: _____

8. As required by Code Section '12-24-70, I state that I am a responsible person who was connected with the transaction as:
GRANTOR

9. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Mary Ross Hanahan, formerly Mary Ross Henderson

Responsible Person Connected with the Transaction

MARY ROSS HANAHAN FORMERLY

Print or Type Name Here

KNOWN AS MARY ROSS HANAHAN HENDERSON

Sworn this 30TH day of DEC 2012
Joseph H. Hater Jr.
Notary Public for _____
My Commission Expires: _____, 20____

My Commission Expires
August 3, 2016

RECORDER'S PAGE

NOTE: This page MUST remain with the original document



DW

Filed By:

HOWARD YATES

42 BROAD ST.
CHARLESTON SC 29401

RECORDED		
Date:	December 31, 2012	
Time:	2:45:01 PM	
Book	Page	DocType
0300	995	Deed
Charlie Lybrand, Register Charleston County, SC		

MAKER:

HANAHAN MARY R AL

Note:

RECIPIENT:

MRH FAMILY LLC

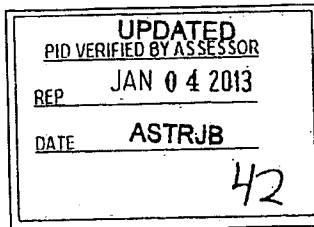
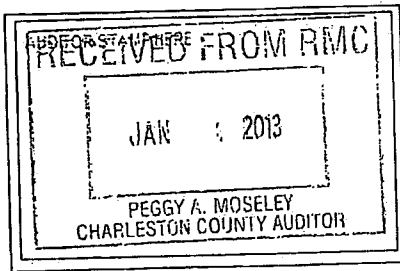
of Pages:

8

Recording Fee	\$ 10.00
State Fee	\$ -
County Fee	\$ -
Extra Pages	\$ 3.00
Postage	\$ -
Chattel	\$ -
TOTAL	\$ 13.00

Original Book:

Original Page:



DRAWER
CLERK

Drawer 2
SLW



0300
Book



995
Page



12/31/2012
Recorded Date



8
Pgs



Original Book



Original Page



D
Doc Type



14:45:01
Recorded Time

Form 709

United States Gift (and Generation-Skipping Transfer) Tax Return

OMB No. 1545-0020

2012

Information about Form 709 and its separate instructions is at www.irs.gov/form709.
(For gifts made during calendar year 2012)
See instructions.

Department of the Treasury
Internal Revenue Service

PART 1 GENERAL INFORMATION	1	Donor's first name and middle initial MARY ROSS	2	Donor's last name HANAHAN	3	Donor's social security number 248-68-1140	
	4	Address (number, street, and apartment number) 827 PITT STREET			5	Legal residence (domicile) CHARLESTON, SC	
	6	City, state, and ZIP or postal code MOUNT PLEASANT, SC 29464			7	Citizenship (see instructions) United States	
	8	If the donor died during the year, check here ☐ and enter date of death.				Yes	No
	9	If you extended the time to file this Form 709, check here ☒					
	10	Enter the total number of donees listed on Schedule A. Count each person only once				2	
	11a	Have you (the donor) previously filed a Form 709 (or 709-A) for any other year? If 'No,' skip line 11b					X
	11b	Has your address changed since you last filed Form 709 (or 709-A)?					
	12	Gifts by husband or wife to third parties. Do you consent to have the gifts (including generation-skipping transfers) made by you and by your spouse to third parties during the calendar year considered as made one-half by each of you? (See instructions.) (If the answer is 'Yes,' the following information must be furnished and your spouse must sign the consent shown below. If the answer is 'No,' skip lines 13-18.)					
	13	Name of consenting spouse		14	SSN		
15	Were you married to one another during the entire calendar year? (see instructions)						
16	If 15 is 'No,' check whether ☐ married ☐ divorced or ☐ widowed/deceased, and give date (see instructions)						
17	Will a gift tax return for this year be filed by your spouse? (If 'Yes,' mail both returns in the same envelope.)						
18	Consent of Spouse. I consent to have the gifts (and generation-skipping transfers) made by me and by my spouse to third parties during the calendar year considered as made one-half by each of us. We are both aware of the joint and several liability for tax created by the execution of this consent.						
Consenting spouse's signature _____ Date _____							
PART 2 TAX COMPUTATION	19	Have you applied a DSUE amount received from a predeceased spouse to a gift or gifts reported on this or a previous Form 709? If 'Yes,' complete Schedule C					
	1	Enter the amount from Schedule A, Part 4, line 11				2,914,000.	
	2	Enter the amount from Schedule B, line 3					
	3	Total taxable gifts. Add lines 1 and 2				2,914,000.	
	4	Tax computed on amount on line 3 (see Table for Computing Gift Tax in instructions)				1,000,700.	
	5	Tax computed on amount on line 2 (see Table for Computing Gift Tax in instructions)				0.	
	6	Balance. Subtract line 5 from line 4				1,000,700.	
	7	Applicable credit amount. If donor has DSUE amount from predeceased spouse(s), enter amount from Schedule C, line 5; otherwise, see instructions				1,772,800.	
	8	Enter the applicable credit against tax allowable for all prior periods (from Schedule B, line 1, column C)					
	9	Balance. Subtract line 8 from line 7. Do not enter less than zero				1,772,800.	
	10	Enter 20% (.20) of the amount allowed as a specific exemption for gifts made after September 8, 1976, and before January 1, 1977 (see instructions)					
	11	Balance. Subtract line 10 from line 9. Do not enter less than zero				1,772,800.	
	12	Applicable credit. Enter the smaller of line 6 or line 11				1,000,700.	
	13	Credit for foreign gift taxes (see instructions)					
	14	Total credits. Add lines 12 and 13				1,000,700.	
	15	Balance. Subtract line 14 from line 6. Do not enter less than zero				0.	
	16	Generation-skipping transfer taxes (from Schedule D, Part 3, column H, Total)					
	17	Total tax. Add lines 15 and 16				0.	
	18	Gift and generation-skipping transfer taxes prepaid with extension of time to file					
	19	If line 18 is less than line 17, enter balance due (see instructions)					
20	If line 18 is greater than line 17, enter amount to be refunded						

Sign Here

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

Signature of donor: Mary Ross Hanahan by MRS. 10/7/13

Print/Type preparer's name: H Christopher Moss, CPA

Firm's name: H Christopher Moss, CPA

Firm's address: 210 Wind Way, Suite 303

Mt Pleasant SC 29464

May the IRS discuss this return with the preparer shown below (see instructions)? ☒ YesCheck ☐ self-employed ☐ PTIN P01214115

Firm's EIN 46-1273442

Phone no. (843) 768-7100

BAA For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see the instructions for this form. FDGA0101 10/04/12 Form 709 (2012)

Form 709, Schedule A

Part 1 - Gifts Subject Only to Gift Tax

A Item no.	B • Donee's name and address • Relationship to donor (if any) • Description of gift • If the gift was of securities, give CUSIP number • If closely held entity, give EIN	C	D Donor's adjusted basis of gift	E Date of gift	F Value at date of gift	G For split gifts, enter 1/2 of column F	H Net transfer (subtract column G from column F)
1	MIKELL SCARBOROUGH (Nephew), 70 CHADWICK DRIVE, CHARLESTON, SC 29407 MEMBERSHIP INTEREST MRH LLC. VALUATION BASED ON A QUALIFIED APPRAISAL AND A VALUATION DISCOUNT ELECTED. THEREFORE A VALUATION DISCOUNT WAS USED DUE TO LACK OF MARKETABILITY.		0.	12/30/12	900,000.		900,000.
2	MIKELL HENDERSON (Son), 102 RIVERWALK DRIVE, BRUNSWICK, GA 31523 MEMBERSHIP INTEREST MRH LLC. VALUATION BASED ON A QUALIFIED APPRAISAL AND A VALUATION DISCOUNT ELECTED. THEREFORE A VALUATION DISCOUNT WAS USED DUE TO LACK OF MARKETABILITY.		0.	12/30/12	2,040,000.		2,040,000.
Total					2,940,000.		2,940,000.

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

STATEMENT OF MARY ROSS HANAHAN
CONCERNING 2012 LAND TRANSFERS

I, Mary Ross Hanahan, formerly known as Mary Ross Hanahan Henderson, acknowledge and state as follows:

I have had the opportunity to consult with Chris Moss, CPA and my nephew, Mikell Scarborough, concerning my assets and the 2013 estate tax changes. I am aware that without planning, my estate taxes could be very high.

To avoid substantial estate taxes, it is my desire to convey the properties described in the deed from me to MRH Family, LLC. I am aware that Mikell Scarborough will have an interest in a limited liability company that is a member of MRH Family, LLC. I am aware that this conveyance will be for nominal consideration, that being my membership in MRH Family, LLC. I am aware that I will hold a two (2%) interest in it.

It is my desire to convey to my son, J. Ross Henderson, my one-half interest in the property described in the deed to him. This property is identified as tax map numbers 061-00-00-023 and 038-00-00-012, being the 30 and 80 acre parcels in the Moffet Hill Plantation Tract.

In signing this deed, I have not been placed under any duress or influence by any one. Howard Yates has been asked to prepare the deed for me and has not rendered tax advice. He has advised me that I am free to sign or not to sign this document.

Witness my Hand and Seal this 30th day of December, 2012.

Mary Ross Hanahan

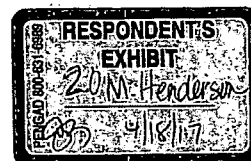
Mary Ross Hanahan, formerly
Known as Mary Ross Hanahan
Henderson

Witnesses

Joseph H. Yates Jr.

Witnesses

Christie Moss



Mikell Scarborough

From: Henderson, Mikell M <Mikell.Henderson@fletc.dhs.gov>
Sent: Tuesday, July 23, 2013 7:48 AM
To: Mikell Scarborough
Cc: dedehannah@att.net; katherinehenderson@fredericaacademy.org
Subject: Mom's medication

Mikell,

I called Care for Life this morning and left a message with the on-call nurse that the urologist for Mom gave her 3 weeks of samples of Myrbetriq and that I put a week's worth of the samples in her pill boxes but that I left the remaining 2 weeks of samples on the kitchen counter. Hopefully, Mom will take them.

Kat is going to see when Mom's ob/gyn appointment is scheduled. I do not know if Kat will be able to coordinate a visit to MUSC's cancer center on the same date for a follow up on Mom's radiation therapy.

Kat got a kick out of Mom asking you (and only you) to move in to her house.

Mike Henderson

Attorney/Advisor

Legal Division

Federal Law Enforcement Training Center

1131 Chapel Crossing Road, TH 389

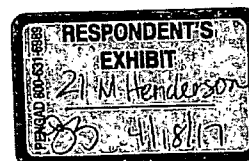
Glynco, GA 31524

OFFICE (912)-267-2165

FAX (912)-261-3635

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LGD Web Page www.fletc.gov/legal



Mikell Scarborough

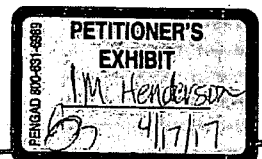
From: Mikell Scarborough
Sent: Thursday, April 02, 2015 6:15 PM
To: 'Mike Henderson'
Subject: DD's Estate
Importance: Low
Expires: Tuesday, September 29, 2015 12:00 AM

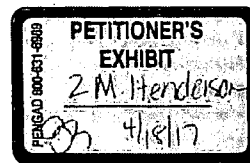
Mike,
I got a call this week from Joe Mendelsohn's office that you intend to contest the Codicil to DD's will on the basis that she had been diagnosed with Dementia in 2008.
You are free to take whatever steps you think are necessary; however, I want you to know that I am able and willing to speak with you about any of this and can provide what info I know.
I can tell you that I asked her not to sign that codicil because I knew it would cause us problems. She was headstrong about it at the time. So, I am sorry that this has happened.

I would caution you to be careful because at this time she is subject to a \$4.4 M judgment for which her estate is jointly and severally liable. I have requested that she be excluded from the judgment and the request was denied. I would hate to lose what all we have worked for on the basis that, since she is dead, her estate should fund this entire judgment amount. Her individual assets are currently at risk.
AN undoing of the entire estate process will leave everything exposed to PCS' judgment. While I don't think that will happen — it is a possible outcome judging where we currently are.

I wish you and your family a good Easter weekend. I am available to talk in person or on the phone whichever best suits.

Mikell





SHEILA K READ
COASTAL BURGLAR ALARM
843-529-2981

3-13-12
Please re-issue
check. The bank
will not accept it
the way it is
written.

Thanks!
Sheila

Mary Ross Glandian
827 Pitt Street
Mt Pleasant, SC 29464

Pay to the order of
\$2,982.00
Two thousand nine hundred and 82/100
Dollars

WACHOVIA
Wachovia Bank, a division of Wells Fargo Bank, N.A.

For 5470
#0532077651001029301610 5836

Mary Ross Glandian

5836
67-778/SZ2
BRANCH 67014

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

) IN THE CIRCUIT COURT
) C/A #: 2015-CP-10-6502

Mikell M. Henderson,
Petitioner,

vs.

Mikell R. Scarborough, individually
and as Personal Representative of
the Estate of Mary Ross Hanahan,
and Joseph Ross Henderson,

Respondents.

IN RE: Estate of Mary Ross Hanahan

DEPOSITION OF
MIKELL R. SCARBOROUGH

Monday, April 17, 2017
10:44 a.m. - 2:44 p.m.

The deposition of Mikell R. Scarborough, taken on behalf of the Petitioner at the law offices of Shirrese B. Brockington, Esquire, 4 Carriage Lane, Suite 304, Charleston, South Carolina, on the 17th day of April, 2017 before Amanda Creel Godfrey, Court Reporter and Notary Public in and for the State of South Carolina, pursuant to Notice of Deposition and/or agreement of counsel.



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APPEARANCES

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Columbia, South Carolina 29201
Attorney for the Petitioner

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Attorney for Mikell R. Scarborough, individually

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104 Broad Street
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Charleston, South Carolina 29402
Attorney for Mikell R. Scarborough as Personal
Representative of the Estate of Mary Ross Hanahan

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EXHIBITS

Petitioner's Exhibit Number 1.	11
(Durable Power of Attorney for Buist L. Hanahan)	
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(Durable Power of Attorney for Elizabeth H. Clark)	
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(Durable Power of Attorney for Mary Ross Hanahan)	
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(Statement of Mary Ross Hanahan Concerning 2012 Land Transfers)	
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(MRS MIE LLC Operation Agreement)	
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(First Codicil to the Last Will and Testament of Mary Ross Hanahan)	



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Petitioner's Exhibit Number 7. 119
 (6/15/12 Email From Mikell Scarborough to
 Mike Henderson)
Respondent's Exhibit Number 1. 140
 (Last Will and Testament of Mary Ross
 Hanahan)
Respondent's Exhibit Number 2. 146
 (12/5/12 email from Mikell Henderson to
 Chris Moss and Mikell Scarborough, General
 POA for Mary Ross "Dede" Hanahan)

STIPULATIONS

It is stipulated and agreed that this deposition is being taken pursuant to the South Carolina Rules of Civil Procedure.

It is stipulated by and between counsel and the witness that the reading and signing of the following deposition be, and the same are, hereby waived.



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1 MIKELL R. SCARBOROUGH, having been duly sworn,
2 deposes and testifies as follows:

3 MR. SCARBOROUGH - EXAMINATION BY MR. SILVERNAIL:

4 Q: Could you state your full name for the record?

5 A: Mikell, spelled M-I-K-E, double L, Ross
6 Scarborough.

7 Q: And your current address?

8 A: 70 Chadwick Drive, that's Charleston, SC,
9 29407.

10 Q: And have you had your deposition taken before?

11 A: I have.

12 Q: Do you need the rules explained to you?

13 A: I do not.

14 Q: Okay. All right. Tell me how many times that
15 you've had your deposition taken?

16 A: I think three. I had my deposition taken twice
17 in this PCS versus Ross Development litigation.
18 It seems like I had it taken one other time.

19 Q: Do you remember what sort of case that was?

20 A: No. It's probably some family business though.

21 Q: What is your current job position?

22 A: Charleston County Master In Equity.

23 Q: And how long have you held that position?

24 A: June of 2003 I started.

25 Q: And you're still there today?



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1 A: Still there.

2 Q: What did you do prior to taking the bench.

3 A: I was in private practice from 1987 until 2003,
4 I graduated law school in '83 from the
5 University of South Carolina, and I was in the
6 public sector from '83 until '87.

7 Q: And in '87, did you begin practicing on your
8 own, or did you join a firm?

9 A: No, I was with a firm in Columbia by the name
10 of Kennedy, Price and Dial.

11 Q: And has that progressed into some other firm
12 today, or is it just kind of ...

13 A: Kennedy is deceased. Bob Price may still
14 practice, but I think he's probably retired.
15 George Dial is now deceased. And then a fellow
16 by the name of William Bird joined us at -- I
17 think Bird and Dial were together for awhile.
18 So William, William is still practicing in
19 Columbia, as far as I know.

20 Q: Okay. And from that firm where did you go?

21 A: After I left there in the Spring of '91, I
22 moved to Charleston, and I started practicing
23 with a firm called Wyckoff, Norfleet and
24 Scarborough.

25 Q: And how long were you with them?



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1 A: Two years.

2 Q: And where to next?

3 A: I worked with Gordon Garrett in North
4 Charleston for six years, and then I started my
5 own practice in '99.

6 Q: And so from '99 to '03 you were a solo
7 practitioner?

8 A: Correct.

9 Q: Did you have any associates in that practice?

10 A: No.

11 Q: What sort of work have you done since you
12 entered private practice?

13 A: Largely litigation. I would say a general
14 practice, but largely litigation with a focus
15 on real estate matters.

16 Q: And did you do estate planning in your
17 practice?

18 A: No.

19 Q: Not even simple wills?

20 A: I did simple wills, yeah. Yeah.

21 Q: Did you do durable general powers of attorney?

22 A: Uh-huh.

23 Q: Healthcare ---

24 A: Yes. Yes.

25 Q: Healthcare powers of attorney?



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1 A: Some, yep.

2 Q: Any trusts?

3 A: No.

4 Q: Any creation of LLCs or partnerships?

5 A: I think towards the end of my career as a solo
6 practitioner we would -- I was doing LLCs and
7 some partnerships in conjunction with real
8 estate matters.

9 Q: And did you do any tax work?

10 A: No.

11 Q: Tax planning even?

12 A: No.

13 Q: And so to the extent you worked on organizing
14 LLCs and partnerships, is it fair to say that
15 was for management and not for tax advantages?

16 A: Yes. Yeah, uh-huh.

17 Q: Now have you practiced privately any since you
18 took the bench?

19 A: No.

20 Q: Now this may take a couple of minutes because
21 I don't even know it that well yet myself, but
22 I want to try to nail down a little bit of a
23 family tree.

24 A: Okay.

25 Q: Your mother is Elizabeth Clark, correct?



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- 1 A: Correct.
- 2 Q: And her siblings were Mary Ross Hanahan, Fran
- 3 Hanahan, Buist Hanahan, and Bill Hanahan?
- 4 A: William, William ---
- 5 Q: William.
- 6 A: Yeah.
- 7 Q: All right. Those were all five children of
- 8 W.O. Hanahan?
- 9 A: Correct.
- 10 Q: And who were W. O. Hanahan's parents?
- 11 A: J. Ross Hanahan, and Maria Ogier Hanahan.
- 12 Q: And do you have any siblings?
- 13 A: I do.
- 14 Q: How many?
- 15 A: Two.
- 16 Q: And who are they?
- 17 A: An older brother Gene Scarborough, and a
- 18 younger brother William Scarborough.
- 19 Q: And then Mary Ross Hanahan, commonly known as
- 20 DD, correct?
- 21 A: Right.
- 22 Q: Had two sons?
- 23 A: Correct.
- 24 Q: Does Fran Hanahan have any children?
- 25 A: No.



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1 Q: Did William Hanahan have any children?

2 A: Yes, three.

3 Q: And who are they?

4 A: Maria, who became Maria Grayson-Metaxas, she's
5 now deceased. His middle child was William O.
6 Hanahan, III. And then his youngest daughter
7 is now Anne Hanahan Blessing.

8 Q: And does Buist Hanahan have any children?

9 A: No.

10 Q: All right. Okay. I think that gives me the
11 family tree a little bit. All right. You were
12 present during January O'Neale's deposition,
13 correct?

14 A: Yes.

15 Q: And I might should have brought another set of
16 these, we're going to recycle though ---

17 MS. BROCKINGTON: Sure, that's fine.

18 Q: --- the exhibits here. If you would identify
19 what we had marked as Plaintiff's 1 in that
20 deposition for me.

21 A: Right. This is the Durable Power of Attorney
22 for Buist L. Hanahan.

23 Q: And it was witnessed by January O'Neale and
24 Donald Chesser?

25 A: Yes.



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1 Q: Were you present when the document was
2 executed?

3 A: I was at the house when it was executed, yes.

4 Q: And did you have anything to do with the
5 preparation of the document?

6 A: I think I printed it, but that's about all I
7 did, yeah. Yeah.

8 Q: Okay. Do you know where it came from?

9 A: Yeah, my recollection is that our probate
10 judge, Irv Condon, when he first ran for
11 probate judge, he walked around with -- with
12 four documents he said everybody, every lawyer
13 should have if they're gonna practice in this
14 area. And he put them online. And one was a
15 power of attorney, one was a healthcare power
16 of attorney, one was a living will, and I'm
17 assuming the other one was the will,
18 declaration of a desire for natural death or
19 something. Whatever, but anyway, he put those
20 four forms online, so the forms are online. Or
21 they were online, I'm not sure there's any
22 documents online from the probate court at this
23 point in time, but they used to be online, so.

24 Q: And so I think Ms. O'Neale testified that she
25 may have been the person who filled in names



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1 for certain of these documents. Is -- do you
2 believe that's the case?

3 A: I think so. I think so.

4 Q: And so your recollection is that this may have
5 been a form pulled from the Probate Court's
6 website to which Ms. O'Neale applied the names?
7 And where would she have taken her direction on
8 whose names to put where from?

9 A: I would have -- I would have told her. We're
10 gonna do a power of attorney for Pete because
11 he needs it done.

12 Q: And do you know if this document is still the
13 current durable power of attorney for Mr.
14 Hanahan?

15 A: To the best of my knowledge, it is, yes.

16 Q: And it nominates you as his agent?

17 A: Yes.

18 Q: Okay. I'd like to make that Number 1 to this
19 deposition as well.

20 (Petitioner's Exhibit Number 1 was marked for
21 identification purposes.)

22 A: Okay.

23 Q: And there's one other thing, if you would look
24 at the final page in this Exhibit 1.

25 A: Uh-huh.



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1 Q: It appears that the recorder's page says it was
 2 filed by you, would that be correct?
 3 A: I would have -- I would have probably been the
 4 one to take it down to the RMC office, yeah.
 5 Q: Okay. All right. We can move on to the next
 6 then.
 7 A: Okay.
 8 Q: If you would identify what we have already
 9 marked as Plaintiff's Exhibit 2.
 10 A: Okay.
 11 Q: Tell me what this document is.
 12 A: Same document, this time handwritten in
 13 Elizabeth H. Clark as the grantor, appointing
 14 myself as the power of attorney for my mother.
 15 Q: Do you recognize the handwriting?
 16 A: That's my mother's.
 17 Q: In both blanks?
 18 A: Yes.
 19 Q: Okay. And the witnesses to this are Jan
 20 O'Neale and someone with the last name Dawkins?
 21 A: Judy Dawkins, yeah.
 22 Q: Okay.
 23 A: This would have been executed at my office.
 24 Q: In the courthouse?
 25 A: Uh-huh.



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1 Q: Okay. And would the genesis and preparation of
2 this durable general power of attorney be
3 similar to the one we just looked at for Buist
4 Hanahan?

5 A: In this case, I am certain that my mother
6 called and asked that this be done.

7 Q: Do you know whether she printed it off herself
8 or did your office handle that?

9 A: Again, I think that it was probably printed at
10 my office and she came up there and she filled
11 the blanks in and had it witnessed and
12 notarized.

13 Q: And ---

14 A: And then I would have taken it down to the RMC
15 office, because I see it says filed by.

16 Q: All right. And like the last one, this one
17 nominates you as the agent, correct?

18 A: Correct.

19 Q: Is this still Mrs. Clark's current power of
20 attorney?

21 A: I do not believe so.

22 Q: Are you still Mrs. Clark's agent?

23 A: I may be. She is my mother. It's just hard
24 for me to -- she doesn't take much advice from
25 me.



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1 Q: All right. We can mark that 2 to this one as
2 well.

3 (Petitioner's Exhibit Number 2 was marked for
4 identification purposes.)

5 Q: All right. I'll hand you what we have marked
6 as Exhibit 3 to Ms. O'Neale's deposition and
7 see if you can identify that for me.

8 A: All right. This is a similar document from
9 Mary Ross Hanahan to myself as power of
10 attorney, executed December 6th of 2012.

11 Q: And do you recall how this document came to be?

12 A: Yes. This was -- this was put together at
13 Chris Moss's office, and Chris Moss would have
14 prepared this.

15 Q: Okay. And it appears that he used the same
16 form, correct?

17 A: I would have told him where he could have got
18 it, yeah. Yeah.

19 Q: Okay. So you -- do you know whether you did or
20 not?

21 A: I don't recall specifically, but I would
22 imagine it would have come off the same
23 website.

24 Q: And do you know whether Mr. Moss regularly
25 prepared durable general powers of attorney for



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1 his clients?

2 A: I don't know the answer to that question.

3 Q: And is it correct that he his an attorney in
4 Virginia but not in South Carolina?

5 A: Licensed as a tax attorney, yes, in Virginia.
6 Licensed as a CPA accountant here in South
7 Carolina.

8 Q: Okay. All right. Do you know whether it's
9 common for CPAs to prepare powers of attorney
10 for clients?

11 A: I do not know the answer to that question.

12 Q: Now -- well before we -- I lose this, let's
13 mark this one Plaintiff's 3 ---

14 A: Sure.

15 Q: --- to this deposition as well.

16 (Petitioner's Exhibit Number 3 was marked for
17 identification purposes.)

18 Q: Now, how did Mr. Moss come to be working with
19 Ms. Hanahan?

20 A: Mr. Moss was working with my mother, Elizabeth
21 Clark, working on some estate planning work,
22 and he mentioned to me, we go to church at
23 Saint Michael's Church downtown, and he
24 mentioned to me that he was working with her
25 and that the tax exemptions for states were --



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1 were going -- were scheduled to be reduced
2 significantly at the end of 2012. And he knew
3 from working with my mother that there were
4 multiple properties in which they all had an
5 interest.

6 Q: They all being the five siblings?

7 A: Correct.

8 Q: Or I guess today the five siblings and somebody
9 on behalf of William?

10 A: Yeah, the four siblings, and there's actually
11 -- there's actually -- there's mostly, excuse
12 me, a trust for his benefit, W.O. Hanahan, Jr.
13 Trust, but there are some of those cousins that
14 you mentioned, his children, are in some of the
15 property as well.

16 Q: Do you know who's trustee of the W.O. Hanahan
17 trust?

18 A: Currently it is my aunt Jane, who now goes by
19 Jane DeButts. Jane Pinckney DeButts. And the
20 other trustee is her brother, Cotesworth
21 Pinckney, who's also a lawyer in Virginia.

22 Q: And so -- we got away a little bit. You were
23 working with Mr. Moss some in conjunction with
24 your mother's estate planning?

25 A: I wouldn't use the word working with him, I



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1 just said he mentioned it to me and he knew
2 that there were other entities out there that
3 had no estate plan, because my mother had told
4 him that.

5 Q: And one of those would have been DD Hanahan?

6 A: Yes.

7 Q: Did he inquire about her, or did you hear what
8 he was saying and she came to mind?

9 A: I don't specifically recall how it came up, but
10 I had -- at this point in time, I was working
11 with DD, I had been working with DD. to keep
12 her solvent since I moved here in 1991, she was
13 pretty much -- she was pretty well destitute
14 when I moved here.

15 Q: And just to clarify while we're on the point,
16 when you say destitute, do you mean poor or
17 cash poor?

18 A: Cash poor.

19 Q: But throughout this time she had substantial
20 real property?

21 A: Lots of real property.

22 Q: And when you moved here, how did you come to
23 help her be more liquid?

24 A: She asked me to.

25 Q: And what actions did you take starting in the



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1 '90s to do that?

2 A: We starting looking for properties to sell, and
3 it was -- there was a recession on about 1990,
4 and so it took until about 1995 before we
5 really started selling any assets, as best I
6 recollect.

7 Q: And were those sales timber or real estate or
8 both?

9 A: Only real estate at the time.

10 Q: And were these parcels that she owned undivided
11 interests in, or?

12 A: Correct, yes.

13 Q: So these were things that got organized -- or
14 let me ask that as a question. Were these
15 assets that were sold by all the family member
16 co-owners, or did Ms. Hanahan sell her interest
17 independently?

18 A: She -- let me make sure I'm clear. She -- she
19 sold what she owned individually.

20 Q: Okay. So ---

21 A: That -- no jointly owned property that I'm
22 aware of was sold.

23 Q: Okay. So she -- she sold only things where she
24 owned the entire interest in whatever property
25 it was?



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1 A: Correct.

2 Q: Not these properties that were inherited by her
3 siblings and herself?

4 A: Right. Well ---

5 Q: As undivided interests?

6 A: Everything was inherited or gifted one way or
7 another, but -- but they were only -- they were
8 put in and titled solely in her name, she would
9 have been the sole owner.

10 Q: All right. Since the time you've been -- you
11 were working with Ms. Hanahan beginning I think
12 you said around '91, have there been any sales
13 of any of these parcels owned in undivided
14 interest by the five siblings or four siblings
15 and grandchildren?

16 A: Not that I can recall. I don't recall any.

17 Q: And so when you began working with Ms. Hanahan
18 on making her more liquid, there were some
19 property sales in the mid '90s I believe you
20 said?

21 A: Uh-huh. Mid to late '90s.

22 Q: And did those continue occasionally or was it
23 one round of sales?

24 A: No, there were -- sitting here I can think of
25 three sales, the largest one, the one that we



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1 worked on the most, was her interest in
2 Dungannon Plantation, which was approximately
3 600 acres of land located on Highway 162 in
4 Hollywood, South Carolina. We worked with a
5 realtor and that property was purchased by the
6 State of South Carolina Department of Natural
7 Resources, and today it's a heritage preserve
8 called Dungannon Plantation Heritage Preserve.
9 That generated somewhere close to a half
10 million dollars. Then there were two other
11 tracks that I can think of, both located on
12 Highway 162 further up the road closer to town,
13 and they were both purchased for small
14 subdivisions, small residential subdivisions.

15 Q: And were the proceeds from those generally less
16 than the Dungannon sale?

17 A: A lot less. I think one was for \$65,000, and
18 the other maybe \$75,000. One was 10 acres, one
19 was 12 acres.

20 Q: Now prior to you beginning to help Ms. Hanahan
21 in the early '90s, do you know whether she had
22 any help with her business affairs from another
23 individual or individuals?

24 A: The majority of her assets that I was aware of
25 had been invested in stocks, and she had a



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1 friend who was a stockbroker, and they had
2 pretty much exhausted her assets. They being
3 DD spending, her stockbroker's willingness to
4 sell, best I can describe.

5 Q: Were there any other family members that had
6 been involved in managing her affairs prior to
7 that?

8 A: Not that I know of.

9 Q: Did her father ever handle family business on
10 her behalf?

11 A: I think he handled family business on
12 everyone's behalf.

13 Q: I get the impression there's a little more to
14 that. Tell me what you mean by it.

15 A: In 1969 or '70, his father's estate was finally
16 wrapped up, there was a bunch of conveyances
17 out in the early '70s to the children, and then
18 I think there were some additional conveyances
19 over time. My understanding from having gone
20 back through those records is he continued to
21 pay the taxes for them, you know, maintain the
22 property, make sure it was -- it was still
23 extant, that's the best I could tell.

24 Q: And he passed away in the late 1980s?

25 A: 1994.



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1 Q: Had he continued to manage things right up
2 until then?

3 A: No. No. I don't know when he would have given
4 up that control, he used to have a secretary
5 that would come to his house and sort of keep
6 up with his records and books. I don't recall
7 when that ended.

8 Q: And so is it fair to say that maybe not
9 exactly, but generally you came in as he was
10 ceasing to keep such a strong hold on all this?

11 A: No, I would say that there was probably a gap
12 of close to 7 to 10 years, that'd be my best
13 guess.

14 Q: And is this the time during which her finances
15 had dwindled?

16 A: Best I can -- best I can make out, yeah.

17 Q: Okay. Now in -- start -- let's try to divide
18 this as best we can into the '90s, and then the
19 2000s. During the '90s, beyond helping her
20 with marketing or selling or whatever you did
21 related to liquidating the properties you've
22 spoken about, did you do any day-to-day
23 financial assistance for her?

24 A: Yeah.

25 Q: What sort?



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1 A: I put her on a budget.

2 Q: And did you manage that budget? When you say
3 you put on a budget, did you assign it to her,
4 or did you take action to make sure she had to
5 comply with it?

6 A: I'd say I tried to take action, to put on a
7 budget. That figure -- I can't recall, she did
8 have a mortgage I think at that time, but I
9 think I told her that she should be able to
10 subsist off at 2,500 to \$3,000 dollars a month,
11 was my recollection. Rather than some months,
12 spending 2,000, and some months spending
13 10,000. So that was my -- that was my effort
14 to try and put her on a budget so that she was
15 spending money in a more organized or
16 methodical manner.

17 Q: And did you take any action to segregate the
18 funds that were coming in so that she was --
19 had a hold of that budget?

20 A: She -- she had her own checking account, which
21 she always had right up until the time of her
22 death. I created an account which we were
23 jointly on, it was a money market account, so
24 it would earn interest, and then there was a
25 separate account which was really sort of a



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1 stock based account that we took the half
2 million dollars, and we invested the money into
3 it. And so that was -- that was the larger
4 account. And what I would do was periodically,
5 generally once a quarter if needed, I'd move
6 money into the money market account and then
7 once a month I'd move money into the -- in the
8 individual account. So the -- the concept was
9 about \$10,000 a quarter into the money market
10 account, then roughly 3,000 a month into the --
11 into her personal checking account. That was
12 -- that was sort of the game plan that we
13 discussed and that I tried to implement.

14 Q: And the account that you'd put the -- or y'all
15 had put the half million dollars or so into,
16 did she ever access that on her own, or did you
17 manage that account?

18 A: It was a joint account, I'm not aware of her
19 ever accessing it though.

20 Q: And when you say it was a joint account, you
21 mean joint ownership?

22 A: Right. The two of us had the right to ---

23 Q: And did it have rights of survivorship?

24 A: That one probably did, I'm trying to remember
25 if Mikell was on that one or not. I know he



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1 was on the money market account, we were on
2 that one together. But that one -- that
3 account was depleted by the time of her death,
4 there was no money left in there at the time of
5 her death.

6 Q: Were there any accounts that you inherited by
7 survivorship at her death?

8 A: No.

9 Q: All right. So during the '90s you put her on
10 a budget, did you -- or tried to put her on a
11 budget. Did you undertake any over her
12 oversight on her bill paying or the more hands
13 on financial measures like writing checks to
14 people who were owed money?

15 A: I did from time to time, but not -- not on any
16 -- not really on a regular basis.

17 Q: And tell me a little about Ms. Hanahan during
18 the '90s, what was her day-to-day occupation?

19 A: In the '90s, I'd say her day-to-day occupation
20 was probably a shopper.

21 Q: A home shopping network, going out, both?

22 A: Drive -- driving to Myrtle Beach to go shopping
23 at the outlet malls up there.

24 Q: Interesting choice. So during the '90s, she
25 was out of her house regularly alone?



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1 A: Yes.

2 Q: Now did that change over time as we got into
3 the 2000s?

4 A: She -- she used to come to see me fairly
5 regularly, we -- we used to have lunch. On
6 average we had probably lunch every other week,
7 but my goal was to try and meet with her once
8 a week, and we usually met on Fridays for
9 lunch. She used to -- when I was in both North
10 Charleston, but particularly when I was in
11 Mount Pl- -- excuse me, James Island, she came
12 over regularly and had lunch with me in the
13 James Island area, she would drive herself over
14 there. When I went on the bench and went
15 downtown, she had no interest in trying to find
16 a place to park, she let me know that, and so
17 I generally went over to her house and would --
18 would meet her and we'd go to lunch.

19 Q: And let me make sure I understood that
20 correctly, at that point you would go to her
21 house and then you would all go to lunch?

22 A: Typically.

23 Q: All right. Was there a time that came where
24 she got out of the house less?

25 A: Oh, yes. Yeah.



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1 Q: Do you recall about how long ago there was a
2 major shift in that?

3 A: She fell and broke her hip at age 65, that
4 slowed her down, but she continued to get out
5 and about with a cane, she walked pretty well
6 with that. And then about age 70, which would
7 have been about 2010, she had another event
8 that put her in the hospital.

9 Q: What was the nature of that event?

10 A: I think she -- I think she fell out of her bed,
11 there was some question about her -- her --
12 just her sort of ability to get around and she
13 started using a -- some point in time she
14 started using a walker. I'm not real -- I'm
15 not real clear on the dates and times on that,
16 but she went from a cane to -- she didn't want
17 to use the walker, she wanted to use the cane,
18 but she got around pretty well with the cane,
19 she just had a -- she really had a limp from
20 the time she fell and broke her hip until the
21 end of her days.

22 Q: And did she have any issues with mental illness
23 during her lifetime?

24 A: Yes.

25 Q: Were you personally familiar with those?



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1 A: No.

2 Q: You didn't know what the diagnoses were?

3 A: I think the diagnoses were bipolar and some
4 other things, and they run in the family.

5 Q: And do you recall how long ago you learned that
6 she had been diagnosed as bipolar?

7 A: I probably learned that term in the '90s
8 sometime.

9 Q: Did you ever see that manifest itself in your
10 observation?

11 A: No. Other than the spending, which I think is
12 a -- maybe a byproduct of that.

13 Q: Were there times that she didn't get out of the
14 house because she didn't feel up to it?

15 A: Oh, she would get depressed and she would stay
16 in the bed for periods of time.

17 Q: Was that true even back in the '90s?

18 A: Oh, yeah.

19 Q: Now coming forward to about 2010 when you say
20 she had a second event of some sort, after
21 that, did she leave the house on her own much?

22 A: I think that she did, I do not recall
23 specifically when we started getting the
24 sitters from Care for Life, but we had sitters
25 come in from Care for Life for a period of



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1 time. And going back over some documents
2 getting prepared for today, I know that in June
3 of 2012 she went into I think it was Savannah
4 Grace was the name of the place, was an
5 inpatient facility, that was about the same
6 time. I think that's the same time I'm
7 thinking about. But anyway, then she got out
8 and she went with another company called Bright
9 Star and she didn't like them at all and she
10 went back to Care for Life.

11 Q: And beginning about 2010, was she very social?

12 A: She was never very social.

13 Q: Did she maintain any friends?

14 A: None that I'm aware of.

15 Q: And other than you, did she maintain any close
16 family relationships with her siblings or
17 nieces and nephews?

18 A: She and Francis spoke. I know that she spoke
19 with Mikell regularly. She spoke with Ross,
20 her son. But her siblings, other than that no.
21 Her friends, she did have some friends and they
22 used to meet for lunch regularly and then
23 eventually they just sort of -- she just
24 drifted away from them.

25 Q: And so still looking at the period between



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1 around 2010 and when she passed away, do you
2 know whether she regularly kept up phone
3 contact with any non family member friends?

4 A: I don't know of anybody regularly, no.

5 Q: Who would you say was closest to her in the
6 years around 2010?

7 A: Besides her family, I don't know. She had a
8 friend, Carol Radcliff, that she spoke to from
9 time to time. At her funeral, there were a
10 bunch of ladies there that showed up, I didn't
11 even know they knew each other. But they came
12 to the funeral because they -- they knew DD and
13 they had been friends with her. But I know
14 that -- I mean I was surprised by who they were
15 because I didn't -- I didn't know that -- I
16 never heard her talk about them. She was
17 friends with a lady named Lucy Seabrook, she
18 was real close with Lucy. But ---

19 Q: Did she stay close with Lucy up until she
20 passed away?

21 A: I don't think so. I don't think so.

22 Q: Do you recall whether Lucy came to the funeral?

23 A: I don't think she did.

24 Q: So you would visit her regularly between the
25 '90s and when she passed away, correct?



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- 1 A: We visited regularly, yes.
- 2 Q: Did Mike visit her regularly?
- 3 A: He did until he moved away, when he moved to
- 4 Georgia I think he visited less.
- 5 Q: Do you recall how long ago that was?
- 6 A: I thought it was somewhere in that 2010 time
- 7 frame.
- 8 Q: And do you know approximately how far of a
- 9 drive it is from where he lives now to Mount
- 10 Pleasant?
- 11 A: Three and a half, four hours.
- 12 Q: And during that time period, both of Mikell's
- 13 children were born, right?
- 14 A: Correct.
- 15 Q: So when he visited less, did you think there
- 16 was an adequate reason for that?
- 17 A: It's a hard job being a father, okay.
- 18 Q: And so what about Ross, how often did he appear
- 19 around the house, to your knowledge?
- 20 A: I would just say infrequently, I don't really
- 21 know. They had an on again off again
- 22 relationship. Both of them were fairly
- 23 volatile from that standpoint.
- 24 Q: Do I remember correctly that Ross's husband cut
- 25 the grass there on Pitt Street?



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1 A: He did towards the end, yeah.

2 Q: And when you say toward the end, are we talking
3 the last year, the last couple?

4 A: I'd say the last couple of years.

5 Q: And do you recall how often he would come to
6 cut the grass?

7 A: I -- it was either once every week or once
8 every two weeks.

9 Q: And do you know whether he and Ms. Hanahan
10 talked while he was there, or would he just
11 come and leave?

12 A: I don't really know. I'm under the impression
13 that he came and cut the grass and left.

14 Q: Do you know who asked him or how he came to be
15 doing that?

16 A: She had somebody and either they stopped or
17 something happened, they went out of business
18 and then -- and I can't remember it was Ross's
19 idea or Mikell's idea to get John to cut the
20 grass. Probably Ross's idea, and she liked --
21 she liked John.

22 Q: Better than Ross?

23 A: Oh, yeah.

24 Q: So John would be around the house regularly the
25 last couple of years. Did you visit her at



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- 1 home regularly during the last couple of years?
- 2 A: Uh-huh. Yes.
- 3 Q: During that time did she ever come across the
- 4 bridge to visit you?
- 5 A: Not in the last few years, no.
- 6 Q: And do you recall approximately when Bright
- 7 Star began providing services to Ms. Hanahan?
- 8 A: It would have been the summer of 2012 I
- 9 believe, when she got out of the Savannah Grace
- 10 facility. The Palms at Savannah Grace I think
- 11 it's called.
- 12 Q: And who arranged for Bright Star to be there?
- 13 A: I did.
- 14 Q: And what was the cause for needing sitters in
- 15 the home?
- 16 A: We thought it was in her best interest. She
- 17 wanted to go home, number one. There was great
- 18 discussion about whether or not she would be
- 19 able to go home or needed to stay in a
- 20 facility, inpatient treatment facility. She
- 21 wanted to go home and she sort of pushed to be
- 22 able to do that. She had had some complaints
- 23 about Care for Life, so thought it was a good
- 24 idea to try somebody new. I knew the gal that
- 25 owned Bright Star, I contacted her, she sent



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1 somebody to The Palms, they interviewed each
2 other, they started in on a relationship and it
3 didn't last long.

4 Q: And what services was it that the sitters who
5 visited her would provide?

6 A: Mostly they were sitters, I mean that's really
7 what they were doing, they were sitters. I
8 know they kept up with the medication, she used
9 to have those pill boxes.

10 Q: The days of the week?

11 A: Right. Days of the week pill boxes. They kept
12 up with that. They would take her places that
13 she wanted to go. But they would not run
14 errands for her, and she didn't necessarily
15 want to go anywhere, but she wanted something
16 done and they -- I think from a professional
17 standpoint, they didn't feel like they could
18 leave her there alone at the house, and so she
19 wasn't getting her errands run as she wanted
20 them, so that led to a conflict.

21 Q: Did they do like cooking and cleaning at all?

22 A: Not that I'm aware of.

23 Q: Did she cook for herself?

24 A: Very seldom.

25 Q: How did she come to have food?



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1 A: I think she would make herself some breakfast.
2 She would typically go out for lunch, and
3 dinner was always something like -- I know
4 that. I mean she subsisted off of hot tea and
5 probably some sort of cookies or something.

6 Q: And when you say that they -- one of the
7 services they provided was to keep up with her
8 pills, did she not handle that herself?

9 A: Not that I'm aware of.

10 Q: Were there problems when it was left to her?

11 A: I don't know that she ever did that. I mean
12 she probably did, the only problem that I
13 recall about -- with the medication was at some
14 point in time she got put on something and it
15 would make her mouth pop, and when she talked
16 it would (indicating) -- she had this little
17 click to it, and it was apparently a byproduct
18 of whatever that medication was and so she got
19 off of that one.

20 Q: Who arranged her medications before Bright Star
21 if it wasn't something she did herself.

22 A: I think Mikell and Kat did most of the
23 medication stuff.

24 Q: And so they were up frequently enough to keep
25 her weekly pill box in order?



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1 A: Oh, I don't think so, I think, you know,
2 whoever the sitter was was doing that.

3 Q: But up until there were sitters, I'm curious
4 about how that came to be arranged.

5 A: I have no idea. And I assume she did it
6 herself up to a point.

7 Q: All right. Now do you recall when she last
8 drove herself?

9 A: I don't.

10 Q: The year 2012 sound right?

11 A: That would be my guess, but I don't know. I
12 know there was discussion about taking the car
13 away, she didn't like that idea. There was
14 discussion about locking up the key, we
15 actually bought a box to lock the car key in.
16 Quite often I found the car key box unlocked.
17 So when I would go there I'd find it unlocked.
18 Sometimes it was locked and sometimes it was
19 unlocked.

20 Q: And when you say there were discussions about
21 taking away the car, who was involved in those?

22 A: Mikell, myself and Kat, generally. And whoever
23 the doctor was at the time.

24 Q: And was there any disagreement about the
25 appropriate way to handle that?



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1 A: Only with DD.

2 Q: So all of you, Mike and Kat, agreed that she

3 should not be driving at some point?

4 A: Yes.

5 Q: What was the reason for that?

6 A: I -- I seem to recall Ross seeing the car

7 parked too close to the house one time, maybe

8 it had hit the house. She backed into a

9 mailbox somewhere, this is all happening about

10 that same time. And that was some of the

11 concern.

12 Q: Was there any concern about her being confused

13 when she was on the road alone?

14 A: Not that I'm aware of.

15 Q: Now speaking of the car, she had a big

16 Mercedes, right?

17 A: Uh-huh. Uh-huh.

18 MS. BROCKINGTON: Answer ---

19 A: Yes. Yes.

20 Q: Do you ---

21 A: Yes.

22 Q: Do you recall when she acquired that?

23 A: Yes. I don't fully recall the year. I'm gonna

24 guess that it was probably about 2005. It's a

25 2002 model and she got it when it was



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1 relatively new.

2 Q: And did you accompany her on that purchase?

3 A: No.

4 Q: Were you aware that she was going to buy that?

5 A: I was aware she was going to buy a car, and I
6 told her that she didn't -- she wanted to go
7 look at Mercedes because that's what she'd
8 driven for years. And so she went to the --
9 and I went with her to the Mercedes dealership,
10 and when I saw the price tag on those new S
11 class Mercedes, I told her she didn't need to
12 spend \$125,000 on a car. The reason why she
13 wanted the S class was because it had a bigger
14 back seat for her dog. She had an E class and
15 it was too small. Not too small for her, too
16 small for the dog. So she started looking for
17 the S class. She found it. My understanding
18 is she found it through her car repair shop,
19 which was Black -- Black Forest over in Mount
20 Pleasant, and he found it online or something
21 and had it brought down to her.

22 Q: And so she ended up not buying a new one, do
23 you recall what she ended up paying for the
24 used one?

25 A: I really don't -- but -- probably about half



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1 the price of a new one, somewhere in the 50 to
2 60 range I think.

3 Q: Still an extraordinarily expensive car though.

4 A: About the same price she'd paid for the brand
5 new E class that she turned in.

6 Q: And did you feel like that was a reasonable
7 decision for her at the time?

8 A: I was not in favor of her buying a new car at
9 that price, but if that was what was gonna make
10 her happy, then I was -- it was acceptable to
11 me.

12 Q: And so she continued to drive that car ---

13 A: Yeah.

14 Q: --- up until she -- did she ever stop driving?

15 A: Whenever she stopped leaving the house she did.
16 I'm certain that when she was in a wheelchair
17 she wasn't driving, I'm certain of that. I
18 don't -- I cannot tell you when she stopped
19 driving.

20 Q: And do you recall how long before she passed
21 away she started using a wheelchair?

22 A: I'm gonna guess a year.

23 Q: And she passed away in October of 2014?

24 A: Yes.

25 Q: Now during the -- I'm sorry ---



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- 1 A: It's that -- this is ---
- 2 Q: --- I just didn't want to cut you off.
- 3 A: I bought some -- a ramp, I looked into
- 4 installing a ramp at her house, a handicap ramp
- 5 for the wheelchair, and I ended up buying some,
- 6 like some rails or something so she could ride
- 7 down the ramp. And it was hot when that was
- 8 going on. I think that was probably the summer
- 9 of '14 because no sooner than I put those rails
- 10 in I called hospice out there. So that was
- 11 probably -- may have been summer of '14.
- 12 Q: So in the last -- still looking at this period
- 13 after about 2010, was she handling any of her
- 14 month to month bill payments herself for
- 15 utilities or services or anything else?
- 16 A: She would regularly call her -- her security
- 17 system people, and she would regularly call the
- 18 locksmith.
- 19 Q: And did both of those calls have to do with her
- 20 ideas about the neighbors?
- 21 A: Yes.
- 22 Q: And tell me a little about what those ideas
- 23 were.
- 24 A: She hated her next door neighbor.
- 25 Q: Who was that?



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- 1 A: Jeff Kirkland.
- 2 Q: Does he still live next to the house?
- 3 A: He still lives there.
- 4 Q: Why did she hate him?
- 5 A: Because she thought he was cruel to her dogs.
- 6 And when I first came to town, she had been
- 7 arrested by the town of Mount Pleasant for
- 8 putting up signs. One sign said no more
- 9 cruelty to my dogs, and the other sign said
- 10 Jeff Boy is a liar. And so she was arrested on
- 11 some municipal ordinance and I went down there
- 12 to represent her.
- 13 Q: So they lived next door to each other for a
- 14 long period of time?
- 15 A: I'm not sure who moved in there first, she
- 16 bought that house in '80. I think he moved in
- 17 after that, but they did not get along.
- 18 Q: Now what did that have to do with her security
- 19 system?
- 20 A: She thought Jeff was constantly in her house.
- 21 Q: Physically entering her house?
- 22 A: Yes.
- 23 Q: Did you see any indication that that was the
- 24 case?
- 25 A: No.



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1 Q: Have you ever learned anything that made you
2 believe that was the case?

3 A: No.

4 Q: And how long did -- was she under this
5 impression that he was entering her house?

6 A: From about the time those signs went up.

7 Q: So she had a security system with cameras,
8 correct? At some point?

9 A: I think at some point we did put some cameras
10 in there. She had nails put into the windows,
11 that was one of the concerns we had when she
12 fell out the bed was that somebody wouldn't be
13 able to get into the house. It was pretty
14 secure there.

15 Q: And did you ever talk with her to try to
16 disabuse her of the notion that the neighbor
17 was creeping around in her house?

18 A: No. She was not rational about Jeff Kirkland.

19 Q: Were there other things she was irrational
20 about?

21 A: Probably, but that's the one that really sticks
22 out in my mind. She just didn't like him, she
23 didn't want to like him, she just wasn't gonna
24 like him.

25 Q: And how did this idea that he was in her house



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1 manifest itself to you? I mean did you get
2 panic calls from DD who thought somebody was in
3 her house that moment or were these offhand
4 mentions?

5 A: No, she thought that when she was out at lunch
6 that he was going into her house.

7 Q: Now do you know -- were you familiar with her
8 medical treatments during the last ten years of
9 her life?

10 A: Some. I was not real actively involved with
11 her medical treatment.

12 Q: Who helped her with that?

13 A: Mostly Mikell and Kat.

14 Q: And did you ever accompany her to doctor's
15 visits during the last decade?

16 A: Oh, yeah. Yes.

17 Q: How often?

18 A: Infrequently. I was -- I was partly
19 responsible for -- she did not like her
20 internist, Thompson. She didn't like him. Now
21 I went to see him once, he had no bedside
22 manner whatsoever. So she left him and between
23 Mikell, and Kat, and I, I recommended that she
24 go to Dr. Durst, who was George Durst's
25 daughter, Debra I think her name was. And I --



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1 she seemed to get along with Dr. Durst. I
2 don't remember ever going to see Dr. Durst with
3 her, but I do -- I remember making that
4 recommendation. There was a point in time when
5 she stopped seeing her psychiatrist, which was
6 probably -- she probably went off her
7 medication if she wasn't seeing a psychiatrist,
8 and I found this Dr. Lake, her psychiatrist and
9 recommend Dr. -- I'm the one that at least made
10 the recommendation that they get together. She
11 was close by, she was nearby. DD wasn't gonna
12 travel downtown to go see her psychiatrist that
13 she had for 10, 15, 20 years.

14 Q: And did you have any communication with her
15 care providers about what was going on with DD?

16 A: When I went to the house, sure.

17 Q: All right. Well that would be specifically the
18 Bright Star folks or the Care for Life folks?

19 A: Both.

20 Q: Did you have any communication with her doctors
21 about what was going on with her prior to the
22 last year of her life?

23 A: I think I spoke to Dr. Lake once or twice, and
24 that would have been early on to set up the
25 arrangement. I went to -- I went with her to



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1 Dr. Thompsons when she was pretty much done
2 with him. I didn't have any further dealing
3 him. I went with her, specifically with Mikell
4 one time to MUSC to meet with Dr. Sharma who
5 was the oncologist at MUSC. I recall that
6 specifically. Okay.

7 Q: And who -- I think you said you would
8 occasionally accompany her to appointments?

9 A: Uh-huh.

10 Q: Would you go in, you know, normally there's the
11 waiting room time and then there is actually
12 visiting the doctor, would you accompany her
13 back when the doctor came to see her?

14 A: As long as her clothes were on, I'd meet with
15 them, tell them what's going on, yeah.

16 Q: And so you would report to the doctors what the
17 issues were?

18 A: I think I was there more on a support role than
19 anything else, just to be with her.

20 Q: But you would hear -- if you were in the room
21 with her, you would hear everything the doctor
22 told her?

23 A: Yeah, the one -- the most significant one that
24 I remember was Dr. Sharma telling her that she
25 had, you know, cancer in her chest.



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1 Q: And that was in -- around the summer 2012?

2 A: I think so, yeah. I think that's correct.

3 Q: How did that diagnosis affect her in your
4 observation?

5 A: She turned to him and said I know. And he said
6 how do you know? We just diagnosed it. She
7 says I -- I just knew it.

8 Q: And at that point did they begin treating that
9 cancer?

10 A: They started a program of treatment. I would
11 say that, in my estimation, DD probably missed
12 as many appointments as she made. She was just
13 not happy going to the doctor. She would
14 routinely call up the day of, the morning of,
15 and just cancel the appointment.

16 Q: Do you know what the reason for that was?

17 A: DD being DD.

18 Q: So did they -- when you said she wasn't good
19 about going to appointments, but did they ever
20 finish treatments or did they decide at some
21 point to do something different or less?

22 A: I think eventually -- I think she did take some
23 treatment. I remember her showing me burn
24 marks on her chest from the radiation. But
25 eventually she was missing so many appointments



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- 1 I think they just sort of didn't schedule any
2 more.
- 3 Q: And so was there a point that came where she
4 and/or you understood that this was a terminal
5 illness?
- 6 A: I think she probably thought that the day she
7 got diagnosed.
- 8 Q: Do you recall when you came to understand that
9 this was not going to be undone?
- 10 A: Well when I was there and the doctor said she
11 had cancer, and then I knew thereafter she
12 wasn't going to get any treatment.
- 13 Q: And that was a little over two years before she
14 passed away?
- 15 A: It was in -- it was either the summer of '12 or
16 '13, I wasn't clear really on when that event
17 took place, but it was definitely -- it was
18 around Labor Day as I recall.
- 19 Q: Now you mentioned earlier that she would have
20 periods of depression over the years, did that
21 diagnosis bring on any effects that were
22 obvious to you?
- 23 A: Lethergy and laying around in the bed. And I
24 would say based on the -- my knowledge of the
25 family, it was pretty much seasonal. Spring



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1 and fall were the big times that they would
2 tend to -- tend to -- for her, the depression
3 would show when the seasons changed.

4 Q: Now we went off this direction from talking a
5 little while ago about Chris Moss and how he
6 came to be ---

7 A: Uh-huh.

8 Q: --- involved. Once you and he had whatever
9 exchange you had about other family members,
10 what was the next contact do you recall having
11 with him about DD?

12 A: My recollection was when I explained to him
13 about DD, that he thought he could -- one, he
14 thought he could help her by putting together
15 an estate plan. And the real question was
16 would she -- would she do that? Would she go
17 along with that? He put together a PowerPoint
18 presentation, maybe some -- I've seen some --
19 I know that he put together a PowerPoint
20 presentation because he showed it to me and he
21 showed it to DD, and it sort of step-by-step
22 went through the process of what he was going
23 to do to put the LLC together, the estate plan
24 together, and the gift tax, preparing the gift
25 taxes and that type of thing.



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1 Q: Were you there -- were you and DD there at the
2 same time when that presentation was made?

3 A: Yes.

4 Q: Where was that?

5 A: At his office, at Chris Moss's office.

6 Q: And where is his office?

7 A: Mount Pleasant. Wingo Way, it's right over the
8 bridge, just over the bridge.

9 Q: And how did she get to that appointment?

10 A: I took her.

11 Q: And who made the appointment?

12 A: I prob- -- I'm sure I did.

13 Q: And do you recall how -- what -- do you recall
14 approximately how much before the signing of
15 the LLC documents, this first appointment would
16 have been?

17 A: I think it was the 5th, or going back through
18 the emails, so it -- I think it was around the
19 5th or 6th of December when we went in there,
20 and then the agreement was signed I think on
21 the 20th -- on the 30th, so several weeks
22 later. I seem to recall taking her there two
23 or three times.

24 Q: And since you mentioned that date, the Durable
25 General Power of Attorney that's Plaintiff's



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1 Exhibit 3 that you looked at a little while ago
2 for Ms. Hanahan ---

3 A: Right.

4 Q: --- is dated December 6th.

5 A: Okay.

6 Q: And I think you said that you thought you and
7 she were both at his office when that was
8 executed?

9 A: Yes.

10 Q: So that would tell us y'all had at least one
11 visit on December 6th, correct?

12 A: Yeah. Yeah.

13 Q: All right. What was the purpose of signing a
14 durable general power of attorney that day?

15 A: I think that we may have met once prior to
16 this, but I'm not sure about that. And the
17 reason I say that is this. I have found in the
18 documents and the email from Mike Henderson
19 which -- in which he, Mike Henderson, had sent
20 his power of attorney from 1998 I think it was.
21 The problem as I recall at the time this was
22 signed, was that his power was not recorded and
23 therefore may not be validly accepted by a bank
24 or, you know, some entity like that. And so in
25 effort to get the ball rolling, that's when I



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1 said well they're -- they're online, you can
2 pull them off and just create one. And that's
3 -- that's how this one came to be.

4 Q: And the 1998 power of attorney, did you -- or
5 do you know whether anybody contacted Mike
6 Henderson to see whether the original was
7 available for recording?

8 A: I don't -- I don't recall.

9 Q: All right. And that document was prepared by
10 -- the '98 power of attorney was prepared by an
11 attorney, correct?

12 A: Yeah. Yeah. Demal Mattson.

13 Q: And had he had a long relationship with Ms.
14 Hanahan?

15 A: I don't know how long she knew him, I don't
16 know how long their relationship went on for.

17 Q: And the 1998 power of attorney was done at the
18 same time as her 1998 last will and testament,
19 correct? Or close in time?

20 A: They dated around the same time.

21 Q: And that was well into your involvement with
22 Ms. Hanahan helping her with business affairs?

23 A: Yeah.

24 Q: Were you aware of those documents being done
25 when they were executed?



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1 A: I don't think so.

2 Q: So on December ---

3 A: Let me restate that. I knew that she had a
4 will, okay? I do know that.

5 Q: Do you know what the contents of the will were?

6 A: My understanding was that -- the best I knew
7 that Mikell was gonna be the major beneficiary.

8 Q: And do you recall how long ago you would have
9 learned that?

10 A: I don't -- I don't recall.

11 Q: Closer to 1998 than 2014?

12 A: I don't -- I don't remember.

13 Q: Prior to her death had you ever seen a copy of
14 her will?

15 A: I don't believe so.

16 Q: Did you know where it was kept?

17 A: No.

18 Q: Now on December 6th, who brought up the need
19 for a power of attorney?

20 A: Chris Moss.

21 Q: And did he raise that to you or Ms. Hanahan?

22 A: To both of us.

23 Q: You were there in the room together?

24 A: Uh-huh.

25 Q: And do -- what did he say to her?



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1 A: My recollection was that he looked at the power
2 and it wasn't recorded. I believe we looked
3 online to see if it was recorded and didn't
4 find it, and that's where you could find this
5 form, was online. And so just to expedite the
6 matter, he printed it off and that's how it got
7 executed.

8 Q: And this document nominates you as the agent,
9 correct?

10 A: Uh-huh.

11 Q: Were you aw- ---

12 MS. BROCKINGTON: Yes?

13 A: Yes.

14 Q: Were you aware that her 1998 power of attorney
15 nominated Mike Henderson as her agent?

16 A: You know, I don't remember it being there, but
17 apparently it was. So I would have -- yeah, I
18 would have known that.

19 Q: What led to the change in agency?

20 A: I think the fact that I was physically in
21 Charleston.

22 Q: Was there any discussion about whether that
23 would take place or who would be named in the
24 room there with Chris Moss, Ms. Hanahan, and
25 yourself?



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1 A: I don't recall.

2 Q: Do you recall whether this document had been
3 discussed before the day -- this document, not
4 the LLC, but this document, do you recall
5 whether it had been discussed before the day
6 you were in her office?

7 A: I don't believe so.

8 Q: And so this is a -- this is something that had
9 it's genesis and it's execution within an hour
10 or two?

11 A: I -- that's my recollection.

12 Q: And do you recall whether you informed anybody
13 else of this power of attorney having been --
14 having been executed?

15 A: No.

16 Q: No, you don't recall, or?

17 A: No, I don't recall, and I -- in fact I don't
18 recall taking any action as a result of having
19 that power of attorney either.

20 Q: Did you ever use this power of attorney to act
21 on her behalf before she passed away?

22 A: I did not recall it, but somewhere along the
23 documents I found my name on a -- signing as
24 power of attorney on a -- I think it was a tax
25 -- it might have been the gift tax return. It



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1 might have been what it was. It was a tax --
2 it was a tax form of some sort that I signed as
3 power of a attorney for Mary Ross Hanahan.

4 Q: Do you recall whether there was any discussion
5 of whether or not a backup agent should be
6 named?

7 A: I don't. Again, I think that's just a standard
8 form. Again, when Chris -- my recollection is
9 Chris says there's -- there's no evidence this
10 thing is recorded, we need to have a -- in
11 order for it to be validly effective to the
12 world it needs to be recorded. That's when we
13 did that. When the -- wouldn't have taken 30
14 minutes to get that done.

15 Q: Was there any specific reason why she needed a
16 recorded durable power of attorney at that
17 time?

18 A: You'll have to ask Chris Moss that one.

19 Q: And so you believe you might have signed the
20 gift tax return filed as a result of the LLC
21 transfers?

22 A: I signed some document as POA.

23 Q: And that would have been due some months after
24 the LLC was put in place?

25 A: I believe so. I don't recall the date of it,



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1 I just -- had I not seen my name on there and
2 POA, I don't think I would have -- I didn't
3 recall it, but without seeing it I wouldn't
4 have recalled it.

5 Q: So that tax document, whenever it was signed --

6 -

7 A: Uh-huh.

8 Q: --- do you recall whether Ms. Hanahan ever saw
9 that?

10 A: I don't recall.

11 Q: All right. And if it had been discussed with
12 her, would you have been the one to discuss it?

13 A: Probably so, yeah.

14 Q: And you don't recall having such conversation?

15 A: I don't. Chris -- Chris may have talked to
16 her, they had -- they sort of had their own
17 relationship separate and apart from us because
18 they both live in Mount Pleasant. And I know
19 that he was, to my knowledge, he's the last
20 person I know that saw her alive.

21 Q: Did he visit frequently?

22 A: I don't think so.

23 Q: And when he was -- if he was indeed the last
24 person who saw her alive, was that at her home?

25 A: Yes.



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1 Q: Do you know why he was there that day?

2 A: I had lunch with him the day before she died
3 and I -- he asked how she was doing and I said
4 not well at all. And I -- my understanding is
5 he went over to the house.

6 Q: All right. For any business purpose?

7 A: Just to say hello.

8 Q: Now after this December 6th meeting, maybe
9 before it I think you said a minute ago, there
10 were discussions about forming an LLC, correct?

11 A: Right.

12 Q: What was the purpose of the LLC?

13 A: To manage the assets that were -- that DD was
14 going to put into the LLC.

15 Q: And generally what were those assets?

16 A: Real estate.

17 Q: All of it?

18 A: No. Not the -- not the house and the lot, and
19 not some of the et al properties.

20 Q: And just for the record, what do you mean by
21 the et al properties?

22 A: The jointly owned properties with the siblings.

23 Q: And so what was the more general, or you -- I
24 guess you answered that question. Management
25 of the real estate was a primary purpose of



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1 this?

2 A: Correct.

3 Q: Was there any tax purpose to it?

4 A: Yes. Again there was -- the ideas was to --
5 was to create a gift tax, take advantage of the
6 gift tax exclusion at five million while it was
7 still in existence to reduce the value of the
8 estate so that it wouldn't be substantial
9 estate taxes at the end.

10 Q: And so you ---

11 A: Upon her death.

12 Q: Did you have any understanding of exactly what
13 the tax ramifications would be in a numbers
14 sense?

15 A: I knew that they were moving from -- the
16 exclusion was moving from 5.2 million to 1
17 million, that was part of Chris's presentation.

18 Q: Did that ever happen?

19 A: No, it was -- it was one of those ex post facto
20 laws that congress passed.

21 Q: And so the concern was that the estate tax at
22 that time could have -- and I think the LLC
23 documents were signed in late December of 2012?

24 A: That's correct.

25 Q: And the concern was in 2013, the exclusion



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1 could drop to a million dollars?
 2 A: (Nods head affirmatively.)
 3 **MS. BROCKINGTON:** Yes?
 4 Q: At the time the LL- ---
 5 A: Yes.
 6 **MR. SILVERNAIL:** Shirrese, thank you. You're better
 7 at that than I am.
 8 **MS. BROCKINGTON:** I'm trying ---
 9 A: My lawyer keeps staring at me.
 10 **MS. BROCKINGTON:** I'm trying for the court reporter.
 11 Q: Did you have an understanding in late 2012 of
 12 any general number for what Ms. Hanahan's
 13 estate would have been worth?
 14 A: I'd asked for some appraisals to be done. I
 15 don't know if I had them in hand yet, but based
 16 on what I was seeing, really based on assessed
 17 values, tax assessed values, it was in the
 18 millions of dollars, it was -- it was well
 19 above four or five million. I think the
 20 appraisals came back at closer to eight or
 21 nine.
 22 Q: And so Ms. Hanahan was present sometime in
 23 early December for this presentation by Chris
 24 Moss?
 25 A: Correct.



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1 Q: All right. Do you recall whether that
2 presentation was more general about the
3 benefits of LLCs or whether it was tailored
4 specifically to present her with any numbers
5 based on her situation?

6 A: I don't recall.

7 Q: Did you have any conversations, outside of the
8 meetings with Chris Moss, with DD about the
9 possibility of creating an LLC?

10 A: Did I have a conversation with DD?

11 Q: With DD.

12 A: About creating an LLC? I think that I did
13 because that would have been the genesis to
14 take her to Chris Moss's office.

15 Q: And at the end of that first meeting, do you
16 recall whether she had any comments about what
17 he had presented her with?

18 A: I think all in all she was in favor of the --
19 of the idea.

20 Q: And between then and when the documents got
21 executed, did you have any conversation with DD
22 about that matter?

23 A: I don't recall.

24 Q: And so did she generally handle her own tax
25 matters?



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1 A: No. I used to gather her information together
2 and take it to Ted Daniel, was her accountant
3 for -- from the time I started working with her
4 until 2012 when we left and went to Chris Moss.

5 Q: And did she take any interest in her own tax
6 matters?

7 A: Only to make sure they got paid.

8 Q: All right. In your observations, was she very
9 hands on about her business in general?

10 A: DD was very direct about certain things, and
11 her -- her -- what her assets were she was very
12 familiar with and that they needed to be dealt
13 with she was very clear on.

14 Q: And during the times you were managing her
15 investment account let's say, was she very
16 curious about how it was doing, what it was
17 invested in?

18 A: No, but when we started she was there at the
19 initial meeting and the fellow whose name was
20 Adam Suhr, I knew Adam from years back.
21 Explained what -- what we were doing, what type
22 of investment it was, how it was gonna operate,
23 and that it should spin off income because what
24 she was interested in of course was trying to
25 have some income rather than giving it a



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1 capital. So my memory, my recollection would
2 be diversify the income right off the -- right
3 -- we diversified the portfolio right off the
4 bat, there were two portfolios, one was a
5 growth and the other was an income-based
6 portfolio.

7 Q: And going back to the LLC, once you met with
8 Chris Moss, he made this presentation, Ms.
9 Hanahan had some interest in it. Were there
10 draft documents prepared?

11 A: I don't recall. Not that day. If I remember
12 correctly, the day that we -- the day that this
13 power of attorney was prepared and signed, that
14 was the only thing that we signed. I'm sure
15 that he did the -- I'm certain that he did the
16 PowerPoint presentation. Whether it was that
17 day or the first day I don't recall.

18 Q: And do you recall on that day whether he took
19 any information from her about her assets or
20 her family?

21 A: I'm sure that he did.

22 Q: Do you have any specific memories about what
23 was discussed?

24 A: No, I don't.

25 Q: Do you know whether on that day she gave any



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1 specific directions about the dispositive
2 scheme for any estate planning she'd do?

3 A: I don't recall.

4 Q: Now the final documents that got put together
5 ended up with an ownership scenario in the LLC
6 of two percent to Ms. Hanahan, 68 percent to
7 Mikell Henderson, and 30 percent to you,
8 correct?

9 A: Correct.

10 Q: When was the first time you learned that that
11 would be the ownership for this LLC?

12 A: At the time the document was presented.

13 Q: So you hadn't heard that from Ms. Hanahan prior
14 to the document being prepared?

15 A: I did not.

16 Q: And you hadn't had any discussion with Chris
17 Moss about that?

18 A: I did not.

19 Q: Do you recall -- I believe the LLC operating
20 agreement was signed on December 31 of 2012 or
21 thereabout, we've got it, we'll get to it in a
22 minute.

23 A: It was the 30th that it was signed.

24 Q: Do you recall how long before the document was
25 signed you first saw it?



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- 1 A: My recollection is I saw it at -- on that date.
- 2 Q: And you were at a meeting to sign the document?
- 3 A: Yeah. I took DD over there.
- 4 Q: You ---
- 5 A: I'm fairly certain that the two of them spoke
- 6 between the 6th of December and the 30th of
- 7 December. Because I think Chris was working
- 8 on the document, but -- but I was not privy to
- 9 that conversation.
- 10 Q: And who else was present on the 30th of
- 11 December, you, Ms. Hanahan, Chris Moss?
- 12 A: That's all I recall.
- 13 Q: Was Mike there?
- 14 A: No.
- 15 Q: Had you had any communication with him about
- 16 the substance of these documents?
- 17 A: Not the specifics of them, just that DD was
- 18 interested in doing some estate planning work.
- 19 Q: And do you recall what his input, if any, was
- 20 on that?
- 21 A: He was all in favor of it.
- 22 Q: Now did you -- did you ever consider yourself
- 23 Ms. Hanahan's lawyer?
- 24 A: I did do legal work for her when I practiced
- 25 law, yeah.



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1 Q: During the period after you ascended the bench,
2 did you consider yourself Ms. Hanahan's lawyer?

3 A: No.

4 Q: Did you consider yourself her advisor?

5 A: To some degree.

6 Q: And did you advise her at all on the creation
7 of this LLC?

8 A: I told her it would be -- I thought it would be
9 in her best interest from an estate standpoint.

10 Q: And did you give her any details on why it was
11 in her best interest?

12 A: I think -- I think that's really what Chris
13 Moss was doing.

14 Q: But you independently voiced to her that you
15 thought it was?

16 A: Well she understands the difference between
17 paying taxes on four million versus paying
18 taxes on eight million, she -- she could figure
19 that out.

20 Q: Now do you recall any discussion about what
21 property would be placed in the LLC versus left
22 out of it?

23 A: Not really, no.

24 Q: She owned outright and solely her house and the
25 adjacent lot in Mount Pleasant, didn't she?



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1 A: Yes.

2 Q: And those were not put into the LLC?

3 A: No.

4 Q: Was there any discussion with Chris Moss that
5 you were present for about what her estate plan
6 beyond the LLC was?

7 A: Not that I can recall.

8 Q: Were you aware in December of 2012 of what her
9 estate plan already existing was?

10 A: I knew that she had done the codicil.

11 Q: And that was just six weeks prior?

12 A: Whatever -- whatever the date was.

13 Q: All right. October of 2012 versus December.

14 A: Right.

15 Q: All right. So did you -- did you assist her at
16 all in figuring out what should go into the
17 LLC?

18 A: Other than compile a list of her properties, I
19 would have -- I would have done that. This is
20 a -- this is -- I paid the taxes every year, so
21 I have -- I would have had a ready list of all
22 the properties that she owned by TMS numbers.
23 It was a matter of getting the legal
24 descriptions. And I didn't do that, that was
25 what Howard Yates did.



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1 Q: And so do you have any idea what reason she had
2 for not placing her house and the adjacent lot
3 in the LLC?

4 A: I don't.

5 Q: Did it seem odd to you that she didn't?

6 A: No.

7 Q: Could you imagine any reason why she
8 wouldn't've?

9 A: Yeah, I can.

10 Q: What was it?

11 A: Well if it passes -- if it doesn't go into the
12 LLC, you get a step up in basis because it goes
13 through the estate. It's gonna be -- it's
14 another tax reason to do it that way.

15 Q: And the properties left out of the LLC were the
16 house, the adjacent lot, the Cooks Crossroads
17 property, and a couple of others, correct?

18 A: Some -- yeah, Dungannon property and one or two
19 other small pieces.

20 Q: And altogether those had a value of two million
21 dollars thereabout?

22 A: Whatever.

23 Q: Well the house and lot would have been valued
24 at about a million dollars on their own at the
25 time, correct?



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1 A: Something like that, I think that's -- I think
2 -- I was originally working off of assessed
3 values, but the appraisals came in at a half
4 million I think on each.

5 Q: And so even if the estate tax threshold had
6 dropped to a million dollars, she certainly
7 would have been in excess of that, even with
8 the LLC in place?

9 A: Oh, yeah. I -- it was likely to be in the --
10 it was likely to be an estate tax liability in
11 any event, yeah.

12 Q: And so do you recall any discussion about what
13 the liability would be and the benefit of a
14 stepped-up basis versus putting it all into the
15 LLC at its current values?

16 A: I don't. I don't recall that.

17 Q: Now the -- you said you were there with Ms.
18 Hanahan when the LLC operating agreement was
19 signed?

20 A: Yes.

21 Q: And do you recall what other documents were
22 signed that day?

23 A: That's all I recall.

24 Q: Were the deeds transferring property into the
25 LLC signed that day?



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1 A: No.

2 Q: And ---

3 A: Put it like this, they were not signed in his
4 office. My understanding is that Chris Moss
5 and Howard Yates went to her house and had her
6 sign those deeds.

7 Q: Okay. Would that have been on the same day?

8 A: I think they were signed the next day.

9 Q: All right. See if you recall this document.

10 A: Yes, I do recall this document.

11 Q: And it's entitled Statement of Mary Ross
12 Hanahan Concerning 2012 Land Transfers,
13 correct?

14 A: Yes.

15 Q: Were you present when this document was signed?

16 A: No.

17 Q: The witnesses appear to be Joseph Howard Yates,
18 Jr. and Christopher Moss, correct?

19 A: Correct.

20 Q: And it is dated the 30th day of December, 2012?

21 A: Yes.

22 Q: So would that indicate that they had visited
23 her later that same day?

24 A: Either created that day or signed that day,
25 yes.



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1 Q: Do you recall whether you saw this document
2 before it was signed?

3 A: I did not.

4 Q: And the second paragraph reads, I've had the
5 opportunity to consult with Chris Moss, CPA,
6 and my nephew, Mikell Scarborough, concerning
7 my assets in the 2013 estate tax changes. Do
8 you believe that was an accurate statement on
9 that day?

10 A: Uh-huh. Yes.

11 Q: And she goes on to say here I'm aware that
12 without planning, my estate taxes could be very
13 high. Had you advised her of that?

14 A: I think that's what Chris Moss did with his
15 presentation.

16 Q: Well she identified both of you here, and I
17 understand you saying you think that was
18 accurate, I'm trying to figure out who advised
19 what or whether -- did you independently
20 adviser her on these things? Did you advise
21 her to trust Christopher Moss, or did you
22 advise her only on some of these things?

23 A: I -- what I advised to her was that my
24 understanding was that the tax laws were about
25 to change for the worst for her estate and that



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1 she would be wise to get into estate planning
2 opportunity, and that's when I -- that's when
3 I led her to Chris Moss.

4 Q: All right. I'd like to mark this as
5 Plaintiff's 5 I believe.

6 COURT REPORTER: 4.

7 A: Should be 4. Should be 4, unless you got
8 another one there.

9 Q: It should be this one. No, we haven't made it
10 to this one yet, you're correct.

11 A: All right.

12 MS. BROCKINGTON: So 4, on this 4.

13 MR. SILVERNAIL: Yeah, 4.

14 A: Can we take about five minutes?

15 Q: Certainly.

16 A: Let's do that, let's go ahead and do that.

17 (Petitioner's Exhibit Number 4 was marked for
18 identification purposes.)

19 (A short break was taken from 12:02 p.m. until 12:13
20 p.m.)

21 Q: Now when you saw the MRH Family LLC Operating
22 Agreement, which I think you told me a little
23 while ago you saw for the first time the day it
24 was signed?

25 A: Uh-huh.



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1 MS. BROCKINGTON: Yes?

2 A: Yes. Sorry.

3 Q: Did you read the document at that point?

4 A: Yeah.

5 Q: And who had prepared that?

6 A: Chris Moss best I know.

7 Q: And Mr. Yates was involved in preparing the
8 deeds?

9 A: Correct.

10 Q: Do you know whether he had any involvement in
11 preparing the LLC operating agreement?

12 A: I do not know.

13 Q: And the members of the LLC were Mike Henderson,
14 MRSMIE LLC, was both an owner of 30 percent and
15 the manager?

16 A: Right.

17 Q: And Mary Ross Hanahan owned two percent?

18 A: Correct.

19 Q: Now do you recall what the provisions of the
20 operating agreement were as far who would
21 receive any income it produced?

22 A: I don't know that it was specifically in the
23 agreement, but I knew that the purpose of the
24 LLC was to -- was to provide for DD in her
25 lifetime, that was -- that was the goal, okay?



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- 1 Q: And MRSMIE LLC, what is that entity?
- 2 A: It's an LLC that I'm involved with.
- 3 Q: At the time, in December of 2012, was there
- 4 anybody else involved in that LLC?
- 5 A: Not -- not originally, no.
- 6 Q: And you were the sole owner and manager of that
- 7 entity?
- 8 A: At that time, yes.
- 9 Q: Is that different today?
- 10 A: It is.
- 11 Q: How so?
- 12 A: It's -- it's now a family LLC. I have a 75
- 13 percent interest, my wife and children have the
- 14 other 25.
- 15 Q: And who manages the LLC?
- 16 A: I do.
- 17 Q: Is your wife also designated as manager of the
- 18 LLC?
- 19 A: No. I don't believe so.
- 20 Q: Let's see if you can identify this document for
- 21 me.
- 22 A: Okay.
- 23 Q: Thank you.
- 24 A: I just found on page 9 of 12, paragraph 28,
- 25 that Mikell and Mary on the tax matters



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1 partner, I do see that. And then page 2,
2 paragraph 1M, manager or managers shall mean
3 Mikell and Mary, husband and wife.

4 Q: And -- sorry, I didn't mean to interrupt you,
5 but just to clarify for the record, this is the
6 MRSMIE LLC Operating Agreement ---

7 A: Yes.

8 Q: --- dated December 19th of 2012 -- 2014 rather?

9 A: Yes.

10 Q: And was there an operating agreement in place
11 before this document ---

12 A: Yes.

13 Q: --- for this LLC?

14 A: I believe so, yeah.

15 Q: And ---

16 A: I'm pretty sure, yes.

17 Q: How did it differ, if you recall?

18 A: I think originally I was the 100 percent owner.

19 Q: And ---

20 A: And manager.

21 Q: You've pointed out under paragraph 1M it
22 appears that both you and your wife are
23 managers of this entity currently?

24 A: Correct.

25 Q: Did you have any discussion with Chris Moss or



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1 with DD Hanahan about what the makeup of MRSMIE
2 was at the time?

3 A: I'm sorry, ask that question again?

4 Q: Did you have any conversation with Chris Moss
5 or with DD about what MRSMIE was in late 2012?

6 A: I -- I know that Chris Moss was aware of it
7 because he was -- he would have been the one
8 that we -- we worked through the LLC with, and
9 I'm sure that I would have explained that DD,
10 yes.

11 Q: And at the time that explanation would have
12 been that the LLC was effectively you, correct?

13 A: Correct.

14 Q: Now do you recall whether you ever had any
15 conversation with her about your ability to
16 change MRSMIE LLC?

17 A: I don't recall.

18 Q: Do you know whether in late 2012 she would have
19 had any reason to believe that a gift made to
20 MRSMIE LLC was anything other than a gift to
21 you?

22 A: I don't know.

23 Q: But as of today, you own 75 percent, your wife
24 owns 10, and each of your children owns 5?

25 A: Correct.



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1 Q: Do you know whether DD had ever made any
2 provision to make any gift via any other method
3 to any of your children or your wife?

4 A: Not that I can recall, no.

5 Q: And how long had MRSMIE LLC existed?

6 A: It would have originated sometime in 2012.

7 Q: And sometime prior to December?

8 A: Yes. Yes.

9 Q: And I think you mentioned this offhand a moment
10 ago, Chris Moss also was involved in the
11 creation of that entity?

12 A: Yes. Arising out of her -- his involvement
13 with my mother.

14 Q: Were any other family members clients of Chris
15 Moss before or after this?

16 A: I know my brother went to him, yeah, Gene.

17 Q: What about Pete?

18 A: Pete did too, yeah.

19 Q: Do you recall whether that was before or after
20 or during the same time period?

21 A: It would have been around the same time.

22 Q: And did he create an LLC of some sort?

23 A: Yes.

24 Q: Do you recall what the name of that one is?

25 A: BLH, it'd be Buist L. Hanahan LLC.



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- 1 Q: And do you know who the members of the LLC are?
- 2 A: Peter Hanahan and MRSMIE.
- 3 Q: In what proportions?
- 4 A: I don't recall, I don't recall on that.
- 5 Q: Is MRSMIE a manager of BLH?
- 6 A: Yes.
- 7 Q: Does MRSMIE manage any entities other than MRH
- 8 and BLH?
- 9 A: In it -- in itself? No, no, not that I can
- 10 think of.
- 11 Q: Does MRSMIE manage any of your mother's
- 12 property?
- 13 A: No.
- 14 Q: Has she created an LLC as well?
- 15 A: She has. Her's is her initials, EHC LLC, and
- 16 then let me restate, my brother Gene and I own
- 17 a piece of property together and we hold it in
- 18 the name of WOH LLC, and we are joint managers
- 19 of that.
- 20 Q: Who's the manager of your mother's LLC?
- 21 A: My mother.
- 22 Q: Do you have any idea who the next in line
- 23 manager is?
- 24 A: Either me or my brother, I don't know.
- 25 Q: Does your mother handle that on her own?



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1 A: Oh, yes.

2 Q: How old's your mother?

3 A: 80 years old.

4 Q: And how old is Fran?

5 A: I am uncertain, 76, 77, something ---

6 MR. MENDELSON: Is it Francis?

7 A: That's Francis. I think she was born -- I
8 think she was born in '43, so 70 -- does that
9 make her 73?

10 MS. BROCKINGTON: Okay.

11 Q: 73 or 74 depending on her birthday.

12 MR. MENDELSON: I want to be there when you take
13 that deposition.

14 A: You don't want to take that deposition.

15 Q: So -- and how old approximately is Peter?

16 A: He turned -- he was born in '39, so he's 78,
17 he's 78 now, yeah.

18 Q: So MRSMIE manages MRH family manages BLH, and
19 is that just BLH LLC, or is ---

20 A: BLH Eagle LLC is the name of it, yeah. BLH
21 Eagle LLC.

22 Q: What's the meaning of the Eagle?

23 A: He called himself the eagle.

24 Q: Okay. Now in managing -- between December 2012
25 and her death, her being DD.



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1 A: Uh-huh.

2 Q: You were effectively the manager of MRH Family
3 LLC, correct?

4 A: Correct. Well the corporation was, but yes,
5 I'm with you.

6 Q: But you were the sole manager at the time of
7 MRSMIE?

8 A: Yeah. Yep.

9 Q: Because it appears this amended operating
10 agreement was done in December 2014 after she
11 died?

12 A: Correct.

13 Q: So in the course of your management, what did
14 you handle for the LLC?

15 A: Mainly what I did was get the property
16 timbered, entered into contracts, to cut timber
17 on the properties.

18 Q: Do you recall which properties had been
19 timbered?

20 A: Yes.

21 Q: Tell me which those were.

22 A: At Millbrook, the 450 acres she had there, and
23 the approximately 130 acres that she had on
24 Highway 174, Fairview Plantation, that's what
25 it's referred to as.



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- 1 Q: Are both of those properties owned five ways?
- 2 A: Both of those properties are owned solely by
- 3 MRH Family LLC.
- 4 Q: Okay. And so do you recall approximately when
- 5 the Millbrook property was timbered?
- 6 A: Starting in the summer of '13 believe.
- 7 Q: And do you recall what the return on that was?
- 8 A: I do not.
- 9 Q: More than \$100,000?
- 10 A: It would be my -- yeah, my guess would be yes.
- 11 Q: But you would have been the person who
- 12 negotiated the timber deal on that property?
- 13 A: Yes.
- 14 Q: Who did the timbering?
- 15 A: I've been working with a company out of
- 16 Walteboro known as Whitewood, I think they're
- 17 an LLC, either an Inc. or an LLC.
- 18 Q: And is there a particular human being there
- 19 that handles these things?
- 20 A: Yeah, I worked with a guy by the name of Brady
- 21 Howe.
- 22 Q: H-O-W-E?
- 23 A: H-O-W-E.
- 24 Q: Any relation to Gedney and those?
- 25 A: He says not.



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- 1 Q: You don't believe him?
- 2 A: He doesn't have as much money as Gedney, I'll
- 3 tell you that.
- 4 Q: Nobody does.
- 5 A: But he does work for a living.
- 6 Q: So whose decision was it to look to timber
- 7 those properties?
- 8 A: It was mine largely, but I was in the practice
- 9 and at least when DD was I alive, advising her
- 10 what I planned to do and to make sure she was
- 11 okay with that.
- 12 Q: And then the Fairview property, when was that
- 13 timbered?
- 14 A: I think the following summer, I think in '14.
- 15 Q: So just shortly before she passed away?
- 16 A: I believe so, yeah.
- 17 Q: And do you recall what the proceeds of that
- 18 were like?
- 19 A: I'm guessing \$75,000, it's about 130 acres
- 20 total.
- 21 Q: So MRH Family LLC had a bank account of some
- 22 sort?
- 23 A: Oh, yeah. Oh, yeah.
- 24 Q: Just a -- just one?
- 25 A: Yes.



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1 Q: Did it have an investment account at all?

2 A: No.

3 Q: And so that LLC consisted of real estate
4 interest and a bank account?

5 A: Yes.

6 Q: Now did any funds ever come out of MRH Family
7 LLC?

8 A: Yes.

9 Q: Generally for what purposes during Ms.
10 Hanahan's lifetime?

11 A: Some were expenses associated with the
12 timbering, such as road preparation, ditches,
13 and then of course replanting of the property.
14 So you have to purchase the trees, you've gotta
15 pay somebody to put them in the ground, and
16 you've gotta pay somebody to spray it and burn
17 it to prepare it for growth. There were a
18 couple of distributions, Mikell got 10,000 one
19 year, 8,000 one year, I forget which order that
20 came in. And I got one. I think I got the
21 8,000 one if I remember right, and that would
22 have been done in DD's lifetime with her
23 knowledge and permission.

24 Q: Did she ever receive any distributions from the
25 LLC?



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1 A: Yes. Yes. She would have gotten money.
2 Because that was -- towards the end, that was
3 sort of the sole source of income she had, she
4 exhausted those -- my recollection is we
5 exhausted the stock fund account, put that over
6 into the interest -- market money -- money
7 market account. And that was dwindling pretty
8 quickly there towards the end.

9 Q: And she -- was she having full time care in her
10 home?

11 A: At the very end she was, yeah.

12 Q: And for the proceeding couple of years she had
13 had several time a week care?

14 A: Yeah. Either -- typically either two or three
15 days a week is what she generally had.

16 Q: And do you recall when we were in the sort of
17 part-time care period approximately what that
18 cost?

19 A: I think somewhere in the nature of 2 to 3,000
20 a month is what that was running.

21 Q: And she was a two percent owner of the LLC
22 after it was created?

23 A: Uh-huh.

24 Q: Do you know whether she received more than two
25 percent of the income of the LLC?



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1 A: She probably did.

2 Q: And did the distributions from the LLC exceed
3 the income generally?

4 A: Did the distributions from the LLC exceed the
5 amount of income into the LLC?

6 Q: Yes.

7 A: No.

8 Q: Was the only income the LLC had the timber
9 sales?

10 A: Yes.

11 Q: Okay. So when you say no, you mean the timber
12 sales were larger than the amount of cash
13 distributed?

14 A: My recollection is the timber sales were the
15 sole source of income for the LLC that I can
16 recall.

17 Q: And so do you know approximately how much might
18 have been distributed to Ms. Hanahan in the two
19 years before she died?

20 A: I don't recall, I don't.

21 Q: So did she have any sources of income of her
22 own?

23 A: She had social security income, roughly I'm
24 gonna say \$900 a month.

25 Q: Any retirement?



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1 A: She didn't work long enough to qualify, my
2 understanding was that the retirement income
3 was generated from her first husband's
4 contributions to that account.

5 Q: You mean the social security income?

6 A: Social security.

7 Q: Okay.

8 A: Yes.

9 Q: And so she had very little income of her own?

10 A: Yes.

11 Q: Now you spoke a moment ago about the
12 approximate costs of the sitters, other than
13 that and utilities for her home, did she have
14 other substantial expenses?

15 A: Not that I can recall. I mean there was
16 nothing -- I remember in January of '14, I
17 remember putting in a furnace because her
18 furnace just died, she had an old fellow that
19 she used as a furnace guy forever, Mr. Rumph.
20 I remember that was a fairly large expense,
21 4,500 bucks to put in a new furnace. The car
22 cost money to maintain from time to time.
23 Mercedes are expensive, especially those S
24 class Mercedes. But other than that I can't
25 think of any real -- any major expenses other



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1 than -- other than, you know, maintenance of
2 the workers there. The house was paid for.
3 That's about it.

4 Q: So in managing the LLC, do you maintain a
5 ledger or some sort of accounting system for
6 it?

7 A: I keep -- I keep fairly close records of the --
8 of what I spend based on the check register.
9 And then I periodically will get the
10 information to the accountant.

11 Q: And is the accountant for the LLC still Chris
12 Moss?

13 A: He's the accountant.

14 Q: All right. Does the LLC employ any other
15 professionals?

16 A: He has asked and I have delivered documents to
17 a lady by the name of Brenda Knight, she has a
18 quote, bookkeeping business, and so she puts
19 all that stuff into a spreadsheet and provides
20 it to Chris.

21 Q: How long ago was she engaged?

22 A: I got her -- recently I got her information.
23 I had used her in the past, but I have not seen
24 a report from her, don't have a report from her
25 now. My understanding is she had a son who had



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- 1 a stroke and she was sort of out of work a
- 2 number of months.
- 3 Q: Now the LLC had it's first tax year in 2013?
- 4 A: First income would have happened because we
- 5 created it the 31st of December, so.
- 6 Q: And has it filed a 2013 tax return?
- 7 A: I believe it did.
- 8 Q: And did it issue 2013 K-1s to it's members?
- 9 A: I believe it did.
- 10 Q: And 2014, same thing?
- 11 A: I believe so, yeah.
- 12 Q: Has it filed a 2015 tax return?
- 13 A: It has not.
- 14 Q: That return would have been originally due in
- 15 April of last year, correct?
- 16 A: April of '16.
- 17 Q: And how -- what method has it used not to file
- 18 a tax return?
- 19 A: Chris Moss informed me it was on extension.
- 20 Q: Are you familiar with tax extensions for income
- 21 returns?
- 22 A: I'm familiar with them for my personal -- from
- 23 a personal standpoint.
- 24 Q: And do you know whether the LLC has a tax year
- 25 that ends in a month other than April or that



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1 ends ---

2 A: Their calendar year is the annual year as far
3 as I know, and when I sit here and think about
4 it I think the corporate taxes are actually due
5 like the 15th of March, so individuals are I
6 think the 15th of April.

7 Q: And so do you believe that the 2015 return is
8 still on extension today?

9 A: I believe it is, yeah.

10 Q: And is the 2016 return filed?

11 A: No, it's on extension as well I was informed.

12 Q: Do you know what the basis for the extension
13 requests have been?

14 A: You'll have to ask Chris Moss that.

15 Q: You ---

16 A: I don't know. He just said we're gonna put it
17 on extension.

18 Q: Now do you consider yourself to be the main
19 manager if we have to pick a human being of MRH
20 Family LLC today?

21 A: As an individual, yes, I manage it. The
22 corporation is the manager, but I'm the -- I'm
23 the person on the ground doing the stuff.

24 Q: And so, you know, do you consider yourself
25 responsible for the tax filings?



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1 A: I do, yes.

2 Q: And Mike Henderson remains a 68 percent member
3 today?

4 A: Yes.

5 Q: And is it your understanding that as Ms.
6 Hanahan's will is drafted, he would receive her
7 two percent interest at the closing of her
8 estate?

9 A: That's correct.

10 Q: Are you aware that Mike Henderson has requested
11 an accounting of the LLC?

12 A: I believe so. I believe that's correct.

13 Q: Do you know whether you've provided one?

14 A: I don't think that's been provided yet.

15 Q: And does it sound correct that that request
16 would have been made formally in January of
17 this year?

18 A: I -- I don't recall.

19 Q: Do you believe you have a duty to account to
20 the members of the LLC?

21 A: I intend to do that, yes.

22 Q: When?

23 A: When it can be done.

24 Q: What's the reason for it not being able to be
25 done?



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- 1 A: Well request came in January, and like I said,
2 my understanding was Brenda Knight was
3 unavailable until recently, she now has the
4 documentation that she needs, and she's
5 supposed to be working on it.
- 6 Q: Do you have any idea when it might arrive?
- 7 A: I don't.
- 8 Q: And do you have any idea what event would lead
9 the tax returns to get filed?
- 10 A: Probably the end of this litigation would be my
11 guess, but.
- 12 Q: And do you know whether the extensions
13 requested have been granted by the IRS?
- 14 A: I don't know.
- 15 Q: Chris Moss would hold that information?
- 16 A: He would.
- 17 Q: Now do you, other than for tax filings, do you
18 rely on Chris Moss for any advice on the
19 management of the LLC from a tax standpoint?
- 20 A: From a tax standpoint, yeah, I rely on his
21 advice, yes.
- 22 Q: And so before undertaking things like timber
23 sales or real estate sales, do you consult with
24 him?
- 25 A: I would consult with him on real estate sales,



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1 but not necessarily timber sales.

2 Q: Now have there been any sales or leases of real
3 estate from MRH Family LLC since it's creation?

4 A: There have been no sales of real property, I
5 have leased hunting rights on the Millbrook
6 property.

7 Q: Now have there been any sales of estate
8 properties?

9 A: No.

10 Q: Have there been any contracts for sale of
11 estate properties?

12 A: No.

13 Q: Have there been any marketing of estate
14 properties?

15 A: No.

16 Q: The PCS judgement as I understand it has now
17 been settled?

18 A: No.

19 Q: What's the -- what's the current status?

20 A: Well the current status is, my understanding as
21 of the time I was sitting in the chair over
22 there, was that everyone has paid their share
23 except one, Francis Hanahan, and they are
24 working on the details of the settlement
25 statement, but we're hopeful that we're gonna



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1 settle.

2 Q: And so if everybody has paid their share, DD

3 Hanahan's estate has paid it's share?

4 A: Yes.

5 Q: How did it pay that?

6 A: Through the LLC.

7 Q: Was it a loan?

8 A: \$137,000, yeah.

9 Q: Is the loan interest bearing?

10 A: It's not -- it's not -- no document was

11 created, I just -- I had the money in the

12 account, it was the only account that had money

13 in it, I sent a check.

14 Q: And where does that leave the LLC today cash

15 wise?

16 A: Low, but approximately \$20,000 in there.

17 Q: And does the LLC anticipate any expenses in the

18 next six or eight months?

19 A: I hope not. I'm hopeful that it's -- I'm still

20 actively engaged in cutting timber, okay. So

21 I'm hopeful that there's more income coming in

22 than expenses, that is the plan. I don't see

23 any -- I don't have any foreseeable

24 expenditures other than usual routine, taxes

25 and whatever.

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1 Q: And was there some interest in sale or purchase
2 of the Cooks Crossroads property in the last
3 several months?

4 A: Yes.

5 Q: Tell me a little about that.

6 A: I don't know if it's under contract. I know
7 that there is a Spanx, a gas station looking at
8 purchasing the property, and I saw in the paper
9 about two weeks ago that the -- I think that's
10 in the county, Dorchester County, had made some
11 zoning changes to allow for that. So it's
12 quite possible that that would go through.

13 Q: And that property is owned by DD's estate and
14 the interest of the four other siblings,
15 wherever they may be now?

16 A: Yeah. Yes. That's correct, yeah.

17 Q: All right. Now you are the personal
18 representative of DD's estate, correct?

19 A: Yes.

20 Q: And you, in a basic effective sense, are the
21 manager of Peter's LLC?

22 A: Yes.

23 Q: Does Peter's LLC own what would have been his
24 1/5th in Cooks Crossroads?

25 A: Yeah. Yes. I think that the -- and I'm unsure



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1 whether it's a fifth or a sixth share, okay.
2 There was -- it depends on -- I've not done the
3 title work, but it's either a 1/5th or a 1/6th
4 interest that they each have.

5 Q: So in order to have that property under
6 contract, you likely would have had to sign for
7 at least two of the ownership interests?

8 A: Yes. And I signed a listing agreement, but I
9 have not signed a contract of sale.

10 Q: Okay.

11 A: Okay.

12 Q: But there may be some offer out there?

13 A: There are some negotiations going on out there.
14 That's what I'm aware of.

15 Q: What was the property listed at?

16 A: Somewhere close to -- somewhere between three
17 and a half and four million dollars.

18 Q: And do you expect it might sell in that range?

19 A: The last written contract I saw was in the
20 nature of three -- a minimum of 3.15 million
21 dollars.

22 Q: Now have there been any offers on any other
23 parcel of property, either owned by the estate
24 of Ms. Hanahan or the MRH Family LLC?

25 A: I have had some interest in the property on



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1 Highway 174, but no -- no written -- not even
2 a written offer. And the same goes for the
3 property in the -- on the -- in the Old Village
4 of Mount Pleasant. Interest but no written
5 offers.

6 Q: Now one of the Millbrook Plantation parcels has
7 been conveyed, at least Ms. Hanahan's interest
8 to Duck Pond Hill LLC, correct?

9 A: Correct.

10 Q: When was that created?

11 A: I believe it was in 2014.

12 Q: And do you recall whether that was before or
13 after she passed away?

14 A: I think that was before she passed away.

15 Q: Who manages Duck Pond Hill?

16 A: MRSMIE.

17 Q: And who are the members of Duck Pond Hill?

18 A: MRH, BLH, my mother's entity, and then the
19 children of William O. Hanahan, Jr., in
20 different configurations. My cousin Anne in an
21 LLC called Blessing Millbrook LLC, Bill Hanahan
22 individually, and Maria's husband, Van,
23 individually.

24 Q: And are all of their interests in Duck Pond
25 Hill now? Have they all ---



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1 A: By -- yes.

2 Q: --- contributed their interest in the land?

3 A: Yes. Yes. Yes.

4 Q: Is there anybody who still owns a share of that
5 parcel outright?

6 A: Well I brought a lawsuit against Francis
7 Hanahan to partition her interest out, out ---

8 Q: When did you bring that?

9 A: In 2014 once the corporation was formed.

10 Q: And is it still pending? Has it been resolved?

11 A: Judgement has been entered.

12 Q: To what effect?

13 A: Well she's under an order to get a survey to
14 determine the boundary lines for her -- it's
15 roughly 920 acres, so whatever -- essentially
16 a fifth of that would be, I think it's 180 some
17 odd acres, so.

18 Q: What court was that case in?

19 A: It was -- it was decided by the Berkeley County
20 Master In Equity.

21 Q: But brought in the Charleston County Circuit
22 Court?

23 A: It was brought in Charleston County, yeah, and
24 then transferred up there. And that was in
25 summer -- I think it was in the summer of '15.



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1 It took about a year for that one to resolve
 2 itself.
 3 Q: And is there a time line for her to engage a
 4 surveyor?
 5 A: Probably her lifetime.
 6 Q: I mean does the order state ---
 7 A: Did the court order state that? No. No. No,
 8 the court order doesn't state that.
 9 Q: Were you represented in that case, or ---
 10 A: I was.
 11 Q: --- did you work pro se?
 12 A: No, I was represented.
 13 Q: Who was your attorney?
 14 A: Duck Pond Hill was represented actually,
 15 represented by the firm of Wills, Massalon &
 16 Allen, and a young man by the name of Ryan
 17 Neville, was the attorney.
 18 Q: And was Francis represented in that case?
 19 A: Yes. John Robinson she has used as her
 20 attorney.
 21 Q: Is he local?
 22 A: He is local.
 23 Q: Do you know what firm?
 24 MR. MENDELSON: John Robinson?
 25 A: Yeah. Sims McDowell.



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1 MR. MENDELSON: I think he's a sole practitioner on
 2 Broad Street with ---
 3 A: Is Sims still in there?
 4 MR. MENDELSON: But Sim -- but still in Sims'
 5 office.
 6 A: Yeah.
 7 MR. MENDELSON: I don't know if they're together or
 8 not.
 9 A: I think Sims may have retired, so I think he's
 10 just operating as John Robinson.
 11 MR. MENDELSON: Yeah.
 12 Q: Okay. And so the final order is on file in
 13 that case?
 14 A: Yes.
 15 Q: And did it determine the number of acres?
 16 A: I don't think it set the acreage out. What we
 17 did was we attached a plat with a -- a plat of
 18 the property with a line drawn on it. And the
 19 surveyor I used testified it'd cost about
 20 \$25,000 to survey that tract, so.
 21 Q: And is Duck Pond to pay for that or Francis or
 22 a combination?
 23 A: Francis is ordered to pay for that, yeah.
 24 Q: And has Duck Pond taking any action to enforce
 25 that order?



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1 A: Not yet.

2 Q: So ---

3 A: Other than get the judgement entered.

4 Q: And what was the purpose for creating Duck
5 Pond?

6 A: To do something with the property, because
7 Francis doesn't do anything with anything
8 except hold you up. So it's a partition in
9 kind was what that was.

10 Q: And what is the plan, what would Duck Pond Hill
11 do with that property once it owns outright a
12 share of it?

13 A: Currently we're timbering the property. I mean
14 that's going on as we speak.

15 Q: Is there any particular interest in development
16 or sale or anything for the real estate itself?

17 A: We could -- if we could do something with that
18 property that'd be great.

19 Q: But there's no specific idea on the table now?

20 A: Nothing now. Property hasn't been timbered in
21 75 years, big ole treas coming off of there
22 right now. And access is a big issue, because
23 you've got to get across Francis's property to
24 get back there.

25 Q: And so -- but a timbering process is going on



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- 1 now?
- 2 A: Yes.
- 3 Q: So MRH Family LLC will receive some proceeds
4 from that?
- 5 A: Yes.
- 6 Q: Do you have any idea what that'll be?
- 7 A: I don't fully, but the original estimate from
8 the -- I recall, because this is -- happened in
9 I think we met in February of '13 and tried to
10 get Francis to agree to sign a contract, and
11 that was my -- by the summer of '14 I was tired
12 of waiting. The forester thought that it'd be
13 close to \$400,000 worth of timber on that -- on
14 that entire tract, so.
- 15 Q: And so MRH Family LLC is -- portion of that
16 would be ---
- 17 A: 20 percent, 20 percent. That's before
18 expenses, but 20 percent.
- 19 Q: All right.
- 20 A: Roads back there are in pretty bad shape, so
21 we've had some road expenses so far.
- 22 Q: And before we forget I'd like to mark this as
23 Plaintiff's 5.
- 24 A: Is that the MRS Operating ---
- 25 Q: Yes.



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1 A: --- okay.

2 (Petitioner's Exhibit Number 5 was marked for
3 identification purposes.)

4 A: All right.

5 Q: Now I want to move along for a minute to -- if
6 you need a break let me know.

7 A: It's ten to 1:00, but you want to start in on
8 this?

9 Q: If -- let's go off the record just a second.

10 (A lunch break was taken from 12:49 p.m. until 1:47
11 p.m.)

12 Q: All right, back on the record. I'm going to
13 give you a document previously marked Exhibit
14 4 to Ms. O'Neale's deposition, but which I
15 believe will believe Exhibit 6 to this one.

16 A: Okay.

17 Q: See if you can identify that for me.

18 A: First Codicil of the Last Will and Testament.

19 Q: Go ahead and mark that.

20 A: Okay.

21 (Petitioner's Exhibit Number 6 was marked for
22 identification purposes.)

23 Q: Can you tell me when you first saw this
24 document.

25 A: On 19 October 2012.



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1 Q: And where were you when you saw it the first
2 time?

3 A: First time I saw the document I was in the
4 Sette restaurant.

5 Q: And who was there?

6 A: DD and myself.

7 Q: Y'all were having lunch?

8 A: Yes.

9 Q: Just one of your regular lunches?

10 A: Yep.

11 Q: Had she mentioned anything to you in advance
12 about doing a document like this?

13 A: Yes.

14 Q: How long before?

15 A: I'll try to remember, but I would -- to my --
16 the best recollection, she talked about doing
17 something like this for a couple of years.

18 Q: And when you say something like this.

19 A: A codicil to her will.

20 Q: And had she talked about what she wanted to do
21 in a codicil to her will?

22 A: She indicated to me the house, yeah. The house
23 that she lived in, 827 Pitt Street.

24 Q: And what did she indicate she wanted to do with
25 it?



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1 A: Give it to me.

2 Q: And had you ever heard that before she brought
3 up the idea of a codicil to the will?

4 A: That she wanted to get -- in other words, that
5 she wanted to give it -- to give the house to
6 me. I believe so, yeah. Yeah.

7 Q: Had you ever heard her say that she wanted to
8 give the house to anybody else?

9 A: Uh-huh.

10 Q: And who would that have been?

11 A: Mikell Henderson.

12 Q: Did you ever hear her say anything about giving
13 it to Ross or his husband?

14 A: No.

15 Q: And do you recall how long ago she had last
16 mentioned giving the house to Mike?

17 A: I think that she had told me about her will,
18 and that Mike was basically the -- he was not
19 the sole heir, but he was the heir, he was
20 going to be the principal heir to whatever she
21 owned.

22 Q: And that would have been, as far as you know,
23 the 1998 will?

24 A: Far as I know, yes.

25 Q: Are you aware of her having done any other



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1 estate planning between 1998 and 2012?

2 A: I'm not, no.

3 Q: Now had she mentioned to you any time in the
4 couple of years before 2012 that she wanted
5 Mike to have her house?

6 A: No.

7 Q: Okay. Did she -- when she had first mentioned,
8 or any time thereafter that she wanted you to
9 have her house, did she state any other intent
10 for what should happen to it or how it should
11 be used?

12 A: No.

13 Q: Just I'd like for you to have my house, or
14 something along those lines?

15 A: Well it -- it generally came in the context of
16 I'd like you to move nearby, there's a house
17 for sale down the street, that's here. And
18 then eventually it became I want you to have
19 this house.

20 Q: And what was your response when she told you
21 that?

22 A: I told her it was a bad idea.

23 Q: Did you tell her why you thought that?

24 A: Yep.

25 Q: And generally why was that?



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1 A: Because it was going to cause problems between
2 Mikell Henderson and myself.

3 Q: And did she have any response to that?

4 A: No.

5 Q: And so when you were at the restaurant on
6 October 19th of 2012, where did this document
7 come from? Did she take it out of a bag, did
8 she have a file?

9 A: My recollection is as we were getting ready to
10 leave her house to go in the car to the
11 restaurant, she stopped at her desk, and she
12 grabbed what I recall was like a manilla
13 folder, and she put it in the basket of her
14 walker and we headed on down to the car. And
15 I put her in the car, I folded up the walker,
16 put it in the back seat, handed her the
17 paperwork. I -- she says I've got something I
18 want you to look at. When we got to the
19 restaurant we sat down for lunch, as we were
20 waiting for lunch, is when she pulled this
21 thing out.

22 Q: And what did she say when she pulled it out?

23 A: She goes this is -- this is a codicil to my
24 will.

25 Q: Did you ask her any questions about it?



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- 1 A: Yeah. I asked her is that really what she
2 wants to do.
- 3 Q: Did she tell you ---
- 4 A: After I read it.
- 5 Q: Okay.
- 6 A: I mean she handed it to me to read and I read
7 it.
- 8 Q: And did she tell you anything about her
9 understanding of what it did do?
- 10 A: Yeah, it was very clear.
- 11 Q: No I -- I mean I know you can read it, but did
12 she say to you here anything about what her --
13 what this document was beyond being a codicil
14 to her will?
- 15 A: I'm not sure I understand that question.
- 16 Q: Did she tell you anything about the dispositive
17 provisions of this document?
- 18 A: She told me that the -- that it was going to
19 give her house and the adjoining lot to me, is
20 what she told me.
- 21 Q: And did she discuss anything with you about who
22 it named as personal representative?
- 23 A: Yeah, had me -- had me in charge of that as
24 well.
- 25 Q: Did she tell you that or did you read it?



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1 A: I think she hand- -- my recollection is she
2 handed me the document, I read the document,
3 and I turned to her and I said is -- because
4 she had been talking about this for awhile.
5 And I said are you sure this is what you want
6 to do. She says, yes, that's what I wanna do.

7 Q: And so verbally did either you or she say at
8 the table that day what she would be doing by
9 signing this?

10 A: I don't know that I -- I don't recall.

11 Q: Now at the time when she handed you this and
12 you read it, what happened next?

13 A: Well once she confirmed that that's what she
14 wanted to do, I said well then you're gonna
15 have to have some witnesses to it. And she
16 said okay, who do we do? Chris Martin who was
17 the restaurant maitre d', or manager, whatever
18 it was, I hardly knew him. You know, I think
19 he'd been there maybe once or twice working, it
20 was apparent what his job was. And I didn't
21 figure he knew how to fill out a legal form,
22 which is when I -- I asked him can you serve as
23 a witness for us on a document, and he said
24 yes. And then that's when I called January
25 because I knew she knew how to fill these



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- 1 things out, and I said can you come over here
2 and help us execute a document.
- 3 Q: And did she just, she being DD, did she have
4 just one copy or did she have multiple copies?
- 5 A: I don't know of but one copy.
- 6 Q: And so she handed it to you and you read it?
- 7 A: Uh-huh. Yes.
- 8 Q: Did you -- did you hand it back to her?
- 9 A: Yes.
- 10 Q: And did you see her read the document that day?
- 11 A: Yes, I did. She had -- she had -- I was of the
12 impression she had already read it, and
13 everything indicated to me she had already read
14 it, she knew what was in it. She handed it to
15 me, and my -- my only real question to her was
16 is that -- are you sure that's what you want to
17 do? I said this is gonna cause -- I repeated
18 what I said before, this is gonna cause
19 problems.
- 20 Q: And did she sit there in your presence and read
21 the document?
- 22 A: No, I don't think she did.
- 23 Q: Okay. And so y'all inquired to Mr. Martin, you
24 made a call to January O'Neale?
- 25 A: Yes.



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- 1 Q: And she arrived some little bit later?
- 2 A: Probably half an hour later.
- 3 Q: And at that point what happened?
- 4 A: I told Jan -- I showed -- my recollection is I
- 5 showed the document to Jan, I said Jan this is
- 6 something DD wants to do, I don't even know if
- 7 I told her it was a codicil to her will, but I
- 8 said -- I said she wants to do this, and then
- 9 Jan sort of took over from there. I got up and
- 10 left the room.
- 11 Q: And before leaving did you tell Ms. O'Neale
- 12 anything about beyond being a codicil to the
- 13 will, did you tell her anything about what the
- 14 document would accomplish?
- 15 A: I don't think so, no.
- 16 Q: And so when you left the room where'd you go?
- 17 A: I went into the bathroom to start with, and
- 18 then I went outside.
- 19 Q: And how long were you outside?
- 20 A: Five minutes.
- 21 Q: And what prompted you to go back in?
- 22 A: Jan coming out.
- 23 Q: And at that point she was done and leaving?
- 24 A: Yeah.
- 25 Q: And so when you went back in what did you find



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1 at the table?

2 A: I found this executed codicil.

3 Q: And it was just lying there on the table?

4 A: Laying on top of that manilla folder.

5 Q: And what conversation did you have with DD

6 after that?

7 A: She handed me the folder and the document and

8 said I want you to -- I want you to have this.

9 Q: And was Mr. Martin already away from the table

10 at that point?

11 A: Yes. Yeah.

12 Q: So you took the folder and the document from

13 her and y'all were done with your lunch at that

14 point?

15 A: Yeah, I'm pretty sure I'd paid by then.

16 Q: And so do you recall what you did from that

17 point? Did you take her home, or?

18 A: I took her back home and put her back in the

19 house. I don't recall who was working there

20 that day. But I -- I think my calendar told me

21 it was a Friday. I don't even know if there

22 was anybody there that day, but I did not have

23 a conversation with anybody about it then. I

24 took it back to my office and I stuck it in a

25 drawer. I didn't ---



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- 1 Q: And -- sorry, I didn't mean to cut you off.
- 2 A: I just put it in a drawer.
- 3 Q: Did you ever speak with DD again about this
- 4 document?
- 5 A: I don't think I did.
- 6 Q: Did she ever bring up anything about it with
- 7 you?
- 8 A: No.
- 9 Q: All right. Did she ever say anything about
- 10 making any changes to her estate plan between
- 11 then and when she passed away?
- 12 A: Only as to the -- the LLC and the tax aspects
- 13 of that.
- 14 Q: All right. Did the codicil ever come up during
- 15 the work on the LLC?
- 16 A: I don't recall that, no. I don't recall.
- 17 Q: And so when Ms. Hanahan died, this document was
- 18 still in your position?
- 19 A: Uh-huh.
- 20 Q: Had you ever ---
- 21 MS. BROCKINGTON: Yes?
- 22 A: That was a yes, excuse me.
- 23 Q: Had you ever discussed it with anybody else
- 24 between when it was executed and when she
- 25 passed away?



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- 1 A: Not that I recall.
- 2 Q: Did you ever mention it to Mike Henderson?
- 3 A: Not prior to her death.
- 4 Q: Did he ever mention it to you?
- 5 A: No.
- 6 Q: Do you have any reason to believe that he knew
7 it existed before she passed away?
- 8 A: No.
- 9 Q: And same true for Ross?
- 10 A: I didn't talk much to Ross, but yeah, I would
11 not think he knew about that.
- 12 Q: And so when she passed away, you were in
13 possession of the codicil?
- 14 A: Uh-huh. Yes.
- 15 Q: And where was the will, the original?
- 16 A: I did not know at the time, but Mikell and I
17 went to her house after she had passed away and
18 we found it in her desk drawer, the original.
- 19 Q: And did y'all have any conversation about the
20 will when you came across it?
- 21 A: Just -- here it is.
- 22 Q: And did you mention to him then that there was
23 a codicil that amended it?
- 24 A: I did not.
- 25 Q: Was there anybody else at the house when the



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1 will turned up?

2 A: I think it was just the two of us. His brother
3 Ross may have been there, but I think -- my
4 recollection was just the two of us there at
5 the time.

6 Q: And ---

7 A: We were sort of cleaning out the house and ...

8 Q: Was there much of a search to find the will, or
9 did -- did you look for it where you found it?

10 A: We looked around, I assumed it would be in the
11 desk, and I think Mikell found the will, it's
12 my recollection, I don't specifically recall.
13 But we were both looking, I think we looked in
14 the bedroom and I think we looked in the
15 kitchen and I think we looked in the -- at the
16 desk, but I assumed it would be at the desk,
17 that's where she kept most of her important
18 papers.

19 Q: And did she ever tell you any reason why she
20 had nominated you to serve as her personal
21 representative?

22 A: I think it's because of the trust that she had
23 put into me. Whether or not she had used those
24 terms, I don't know, but that's my
25 recollection.



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- 1 Q: When she produced this document to you on
2 October 19th at lunch, did you make any inquiry
3 about where it came from?
- 4 A: I did not.
- 5 Q: Did she mention anything about where it had
6 come from?
- 7 A: No.
- 8 Q: And did it seem strange to you that Ms. Hanahan
9 had obtained this document on her own?
- 10 A: Yes, and had she not been saying it about once
11 a month for the last couple of years, I'm sure
12 I would have inquired further.
- 13 Q: And so had she ever inquired to you prior to
14 then about how -- how she might go about
15 getting this done?
- 16 A: Yes.
- 17 Q: And what had you told her?
- 18 A: I said she would need to get a lawyer.
- 19 Q: Did she have a lawyer she could call on at that
20 time?
- 21 A: She had used -- I knew she had used Demal
22 Mattson. So I told her to call Demal, whether
23 she did or not I do not know.
- 24 Q: And did you have any other recommendations for
25 her?



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1 A: I did.

2 Q: Do you recall who those were?

3 A: I don't.

4 Q: If I asked you today who should I go to to get
5 a new will, who would you tell me?

6 A: Shirrese Brockington.

7 Q: Would -- would you have recommended Shirrese
8 then?

9 A: No. Mainly because she's -- I know she's West
10 Ashley, so I can tell you that if I looked in
11 a telephone book from Mount Pleasant in the
12 2010, '11, '12 time frame, I could probably
13 pick out four or five names that I gave her in
14 that time frame. Because I knew from her
15 travels she wasn't going across any bridge to
16 get anything done. And that's about the best
17 I can tell you.

18 Q: And had she ever mentioned to you that she had
19 gone to somebody to talk about this?

20 A: No.

21 Q: Now by ---

22 A: She gave me every indication that she was
23 looking into it, but she did not indicate to me
24 where she had gone or who she had gone to see.

25 Q: Was she generally in the habit of going to



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1 handle important business on her own by 2010,
2 2011 or 2012?

3 A: Not that I'm aware of.

4 Q: And by mid 2012 she wasn't driving herself any
5 more, right?

6 A: I don't know when she stopped driving or if she
7 stopped driving, until she got into that
8 wheelchair.

9 Q: But by mid 2012 you and Mike had been in
10 conversation about her needing to stop driving

11 ---

12 A: Yes.

13 Q: --- and had taken some effort to stop her
14 driving?

15 A: Correct.

16 Q: And so she was at least somewhat curtailed in
17 the convenience of being able to drive by that
18 point, right?

19 A: Again, I don't remember the details of it, but
20 somewhere in that time frame when she was
21 transitioning into Dr. Durst's office, which
22 was the summer of '12, that was when we were
23 sort of pushing up the efforts to get her to
24 stop driving.

25 Q: Let's see, I may have a little something here



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1 that will help. Let's see if you can identify
2 this for me.

3 A: Okay.

4 Q: Does this appear to be an exchange of emails
5 between June 14th, 2012, and June 15th, 2012,
6 between you and Mike Henderson?

7 A: Yes.

8 Q: And look with me at the bottom of the first
9 page which appears to be an email from you to
10 Mike on Thursday June 14th, 2012, you say here,
11 "If this is recent, DD has been driving. If
12 she is driving, we need to take the car. She
13 promised ... she would not drive." And so
14 would I be correct in taking from this that by
15 mid June of 2012 there was an act of effort to
16 keep her from getting in the car by herself?

17 A: Yeah. We were asking her not to drive by then.

18 Q: And by June 14th of 2012 you believed she
19 should not be driving?

20 A: I would probably be in agreement with that,
21 yes.

22 Q: And correct me if I'm wrong, it looks like from
23 your email at the bottom of page one, you
24 believed she wasn't driving as of that date?

25 A: According to this she had promised me she would



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1 not.

2 Q: And it appears this email thread was begun with
3 a picture that's not included, because there's
4 an indication a photo was attached, and you say
5 here, "I left the car backed into the
6 driveway."

7 A: Uh-huh.

8 Q: And so my assumption from that ---

9 A: Yes.

10 Q: --- is there was a photo that showed the car
11 not backed into the driveway, do you recall?

12 A: Yes. This is happening in June, and the first
13 email on June 14th says -- I received this
14 email, a photo from Ross prior to mom's
15 hospital stay in May, early June, so there's a
16 time difference there somewhere.

17 Q: Can you tell ---

18 A: So I can't tell you when I backed the car in
19 the driveway. So that's why I was trying to
20 pin down when did this take place.

21 Q: Sure. But as of June 14th, am I correct in
22 taking from this that you didn't think DD could
23 -- should be driving herself?

24 A: Wells he was capable of driving, whether or not
25 she should or not, I -- I would tend to agree



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1 at that time she probably should not.

2 MR. SILVERNAIL: Okay. I'd like to mark this as
3 Plaintiff's 7, I believe.

4 A: Okay.

5 (Petitioner's Exhibit Number 7 was marked for
6 identification purposes.)

7 Q: So between June and October of 2012, did you
8 and DD continue to have your more or less your
9 weekly lunches?

10 A: Yes.

11 Q: And had she mentioned anything to you between
12 June and October of 2012 about engaging
13 somebody to prepare a will or codicil for her
14 or that she specifically had that in the
15 process?

16 A: You know, I think back when this -- I was -- I
17 think I was in Europe at this time. You can't
18 say that, but I was in Europe on my mother's
19 birthday, it's on June 13, 2012, so I'm pretty
20 sure this is being done -- it says by email,
21 but I think it was on my phone, or else iPad,
22 I don't know. Sent from my iPhone, yeah. I
23 was -- I was physically not in the country at
24 the time, I went with my best friend from -- to
25 Europe for about two weeks.



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1 Q: So for about two weeks would mean you had seen
2 her somewhere within two weeks on one side or
3 the other of this?

4 A: Oh yeah, I would have seen her before and after
5 I left. I would have seen her before to tell
6 her I was going and I would have seen her when
7 I returned to tell her I was back.

8 Q: And so, you know, she never brought up anything
9 about getting somebody to do a codicil for her
10 at any of the lunches between about this time
11 period and the day she showed up with the
12 codicil?

13 A: Oh no, she con- -- I would say she continued to
14 talk about that regularly. Not every time, but
15 on average about every other time we would
16 meet.

17 Q: But she never told you she had spoken to
18 somebody about getting it done?

19 A: No.

20 Q: And so ---

21 A: She led me to believe that she had tried to get
22 somebody or had contacted somebody, but had not
23 -- she never told me she spoke to Attorney X or
24 Attorney Y or anybody else.

25 Q: And who was paying Ms. Hanahan's bills at this



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1 time?

2 A: Usually either Mikell or myself.

3 Q: Do you recall ever receiving a bill from an
4 attorney for any estate planning work?

5 A: I do not.

6 Q: Do you -- did you ever hear from Mike that any
7 such bill had arrived?

8 A: No.

9 Q: Did it seem odd to you that no bill had come
10 for this work?

11 A: You know, I didn't put that much thought into
12 it other than she had talked about this for a
13 long time, and then it showed up. And I didn't
14 cross examine her about where it came from, how
15 it got paid for or anything like that, I just
16 said, are you sure this is what you want to do?

17 Q: And I believe you testified a minute ago that
18 she never spoke to you again about the codicil
19 after signing it?

20 A: I don't recall her ever speaking with me about
21 it again.

22 Q: Do you remember telling Mike Henderson that you
23 weren't sure whether she remembered it?

24 A: I may have told him that.

25 Q: I mean, today do you think there's a chance she



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- 1 didn't remember it at some point after doing
2 it?
- 3 A: I think there's a chance.
- 4 Q: And the original was in your possession?
- 5 A: Yes.
- 6 Q: Did she -- did you ever send her a copy of it?
- 7 A: I don't believe so.
- 8 Q: And so had she ever wanted to review it or
9 destroy it or modify it, would she have been
10 able to do that without asking you?
- 11 A: She could have done just about anything she
12 wanted.
- 13 Q: But she couldn't destroy this document?
- 14 A: She wouldn't have been able to destroy it, no.
- 15 Q: All right. Now other than the family LLCs that
16 we talked about at some length earlier, are you
17 an officer or manager of any entity in the LLC,
18 any company?
- 19 A: You talking about today or in this time frame,
20 or when?
- 21 Q: Between 2012 and the present.
- 22 A: No, not that I can recall. They're all -- it's
23 all -- would all be family oriented stuff.
- 24 Q: Okay.
- 25 A: Best I can recall.



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- 1 Q: All right. Have you served in any capacity
2 related to a friend's company or estate up in
3 Pennsylvania?
- 4 A: Yeah, yeah, yeah, I take that back. Yeah, yes,
5 yes.
- 6 Q: And what was the name of that friend?
- 7 A: I'm a director on a corporation known as Essex
8 Research Corporation.
- 9 Q: What does it do?
- 10 A: It's a -- an investment holding company.
- 11 Q: And how did you be a director there?
- 12 A: My friend Bill Watson who I was traveling with
13 in Europe in June of '12, it's his family.
- 14 Q: And has he since passed away?
- 15 A: Yes.
- 16 Q: When was that?
- 17 A: November of 2012.
- 18 Q: And was he a Pennsylvania resident at the time?
- 19 A: He was.
- 20 Q: And did you serve that capacity at that company
21 before he passed away, or was that a result of
22 his death?
- 23 A: No, before.
- 24 Q: And do you continue to serve in that capacity?
- 25 A: Still, yep.



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1 Q: And so what duties do you undertake for that
2 company?

3 A: I was -- prior to his death I was a director,
4 since his death, I've been the president and
5 secretary.

6 Q: And so what all do you have to do with that
7 company?

8 A: I attend the annual meeting, which is in,
9 typically in April of each year. And I prepare
10 the minutes.

11 Q: And anything in between?

12 A: Not usually, I get financial statements
13 regularly.

14 Q: Does the company own stock investments or real
15 estate?

16 A: Stock.

17 Q: And approximately how large is that entity?

18 A: You talking about financially?

19 Q: Yes.

20 A: It's down below \$200,000 today.

21 Q: And how large was it when you joined it?

22 A: Maybe a million.

23 Q: And have you ever had any ownership interest in
24 that?

25 A: No.



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- 1 Q: Were you a beneficiary of his estate?
- 2 A: I think I was named in there somewhere, I was
- 3 the personal representative for the estate, but
- 4 he didn't own much.
- 5 Q: Below a million dollar estate?
- 6 A: Yes.
- 7 Q: Was he the sole owner of -- or the sole
- 8 shareholder in that entity?
- 9 A: No, his mother.
- 10 Q: She was the sole?
- 11 A: She is the sole shareholder.
- 12 Q: Did they own it together during his lifetime?
- 13 A: No.
- 14 Q: Was she the sole shareholder then?
- 15 A: She was and she is.
- 16 Q: Okay. Now we talked earlier a little bit about
- 17 the partition action between Duck Pond and
- 18 Francis, and of course we're all familiar with
- 19 this action. Have you been involved in any
- 20 other litigation in the last five years?
- 21 A: Well I'm still actively involved in PCS versus
- 22 Ross Development.
- 23 Q: If I recall, were there two lawsuits there or
- 24 were there two separate judgements within the
- 25 same case?



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1 A: There were at least three lawsuits. There was
2 a state lawsuit that was stayed, which was a
3 clawback of shareholder distributions, which is
4 essentially the terms upon which the CERCLA
5 litigation is being settled or trying to be
6 settled. There was the -- in the -- I think
7 the CERCLA litigation is ongoing and involves
8 a bunch of other entities. And in the PCS
9 versus Ross case, I was sued both as a director
10 and as a shareholder.

11 Q: And do I recall correctly that was the
12 judgement which was later vacated on a 59
13 Motion or something along those lines?

14 A: The joint and several liability against the
15 directors was overturned on a 59(e), and the
16 shareholder liability was affirmed and is -- it
17 is currently on appeal to the Fourth Circuit.
18 That's -- that's stayed pending trying to
19 settle the thing.

20 Q: And is it your understanding that if this
21 settlement that everybody but Francis has
22 participated in comes through, will that end
23 all of the PCS related litigation?

24 A: God, I hope so.

25 Q: I mean is that the -- is that the thrust of the



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1 settlement ---

2 A: Yes.

3 Q: --- is it intended to end all of it?

4 A: It's the intent, yes, yes.

5 Q: And so other than PCS, the Duck Pond partition,
6 this case, any other litigation in the last
7 five years?

8 A: That's all I can think of. That's all I can
9 think of.

10 Q: Okay. And I'm going to skip around a little
11 bit cleaning up a few things I ---

12 A: Okay. Okay.

13 Q: --- think we're nearing the end. As to Ms.
14 Hanahan's health, are you aware today that she
15 was diagnosed with dementia during her
16 lifetime?

17 A: I have seen medical records to that effect,
18 yes.

19 Q: Were you aware of that during her lifetime?

20 A: I probably saw -- I did not see any medical
21 records during her lifetime. I saw reference
22 to it in the emails with Mikell and Kat
23 Henderson.

24 Q: And do you remember how far back it was that
25 you saw the first reference to that?



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1 A: In the medical records?

2 Q: In an email.

3 A: I would have to say sometime -- my guess would
4 be the 2012, '13 time frame, would be my
5 recollection.

6 Q: Did it surprise you to see mention of dementia
7 in emails about Ms. Hanahan?

8 A: No, I mean she was getting -- she would get
9 forgetful, but my experience with her was that
10 -- a large part of what our conversations were
11 about were business. I was checking with her,
12 I was saying this is what we're gonna do with
13 this piece of property, this is what I wanna do
14 with this piece of property, are you in
15 agreement with that? And she would generally
16 say yes. And the next time we got together I'd
17 tell her where we were with that conversation,
18 so.

19 Q: And was there ever a time before she passed
20 away that you personally would have thought she
21 wasn't competent to make business decisions for
22 herself?

23 A: No, the answer would be no. On her 74th
24 birthday I was there, we had a birthday cake,
25 that was two weeks before she died, and I would



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1 say at that point in time she's -- she was not
2 competent to handle her affairs in the last two
3 weeks of her life. But even -- even at the
4 time that I called hospice in, which was again
5 around Labor Day of '14, I thought she was well
6 within her ability to make decisions for
7 herself. And I was frankly surprised when the
8 hospice care worker said she's -- she's
9 definitely within the last six months of her
10 life. She did that based on medical data she
11 was gathering from DD.

12 Q: Now after the formation of the LLC in December
13 of 2012, this being MRH Family, did you ever
14 provide DD with an accounting of the LLC?

15 A: I don't believe so.

16 Q: And you mentioned earlier that for 2013 and
17 2014, K-1s were issued?

18 A: that's my recollection. I know the taxes were
19 filed, and I'm assuming that the K-1s were
20 prepared for the tax returns.

21 Q: Do you know whether the K-1 for DD's interest
22 in the LLC would have been given to her?

23 A: I don't know the answer to that question.

24 Q: Is my understanding correct that Chris Moss
25 would have prepared the K-1s as the LLC's



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1 accountant, and by that time was also preparing
2 her individual income tax returns?

3 A: I believe that's correct, yes.

4 Q: So you don't know whether he actually mailed a
5 copy of the K-1 to her?

6 A: I don't know.

7 Q: All right. When it came time to clean out her
8 house after she had passed away, did you find
9 much in the way of files on real estate
10 business matters?

11 A: She had a fair number of documents in her desk,
12 but as to what they were, I don't recall going
13 into them or spending a lot of time looking at
14 them, I don't.

15 Q: Where did they ---

16 A: I know one of the -- I know some of the stuff
17 that was in there was the PCS litigation
18 because she was getting a lot of that.

19 Q: What happened to the things like that out of
20 her house?

21 A: I have no idea. Mikell and Ross pretty much
22 cleared that house out.

23 Q: And the house is currently rented?

24 A: Yes.

25 Q: To whom?



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1 A: Fellow named Mike Sautter, he's a lawyer here
2 in town.

3 Q: And did -- did you handle the rental of the
4 house?

5 A: Yes.

6 Q: Was it listed with a company or was this a ---

7 A: No. He's a friend, he was just going through
8 a divorce and said he was looking for a place
9 to stay. And I told him, I said well I might
10 have something you might be interested in.

11 Q: And what's the lease rate for the house?

12 A: \$2,000 a month.

13 Q: And did you consult any particular source in
14 arriving at a figure for that?

15 A: When the appraisals were done by Tommy
16 Hartnett, I asked him what a ball park figure
17 would be, and he indicated somewhere in the 2
18 to \$2,400 a month range.

19 Q: And how long has the tenant been there?

20 A: July of '15 he moved in.

21 Q: Now, was it Tom Hartnett, Sr. or Tom Hartnett,
22 Jr. that did the appraisal work?

23 A: Junior.

24 Q: If I remember correctly, not seeing one you
25 wouldn't know what to call the other.



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1 A: But I'm wrestling with whether or not he's a
2 third or not, that's what I've been wrestling
3 with ---

4 Q: No, I think it's it's senior and junior over
5 there ---

6 A: It's the -- okay, okay.

7 Q: All right. So let me take a look through, bear
8 with me for just a minute. Now during Ms.
9 Hanahan's lifetime, it sounds like both you and
10 Mike Henderson were doing parts of her business
11 or handling parts of her business?

12 A: Yes.

13 Q: Did y'all have much communication with one
14 another about what each of you was doing?

15 A: I -- I would say yes, I think we knew what each
16 other were doing. Mikell -- Mikell pretty much
17 took care of the day to day bills, and I took
18 care of making sure that there were funds in
19 the account to take care of the bills. That's
20 really what it was, I can only recall one or
21 two instances in which we were either at a --
22 at a crossroads over something. There was a
23 check for some \$6,000 that went out after DD
24 died that I didn't know about, and so it
25 overdrew the account. And that was a final



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1 Care for Life bill because it was running more
2 like about 6,000 a month for her last one, she
3 was getting that around the clock help. And
4 there was one other time that I think there was
5 a -- there was a mixup or some sort of
6 insufficient funds problem.

7 Q: Who wrote the \$6,000 check?

8 A: I think Mikell wrote that one.

9 Q: Okay. And so there was just confusion about
10 how much was in that account at the time?

11 A: Yes. That's my recollection.

12 Q: Now do you know whether there are any
13 creditor's claims against Ms. Hanahan's estate?

14 A: I'm not aware of any.

15 Q: And the creditor's period is over now?

16 A: Right.

17 Q: All right. Are you aware of any -- well
18 actually, let me ask that differently. Other
19 than the Mount Pleasant real estate, the Cooks
20 Crossroads real estate, and I believe two other
21 interests in real estate, one being Dungannon
22 and one being Fairview maybe?

23 A: Uh-huh.

24 Q: Are you aware of any assets of her estate?

25 A: Any assets?



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1 Q: Yeah. In addition to ---

2 A: Well she's got other real estate. There is a
3 contract of sale entered into between DD and
4 her siblings in the College of Charleston
5 Foundation to purchase an -- I think it's an
6 eight acre tract of land off of Dixie
7 Plantation Road for, I think it's \$84,000, I
8 think. That's noted in the list of properties.
9 That has failed -- that's probably been in
10 existence, I'm pretty sure DD signed that
11 contract, so that contract's been in existence
12 for at least three years and has not closed
13 because of the PCS litigation, okay?

14 Q: And do you expect it will close if the PCS
15 resolution comes through?

16 A: I hope so.

17 Q: Is the -- I mean has the contract expired or
18 has it continued to be renewed, or?

19 A: They've -- they've renewed it, yeah. It's a
20 landlocked piece of property. If they can get
21 \$84,000 for eight acres of wetland I'd say
22 that's a pretty good buy.

23 Q: And the 84,000 odd dollars is for everybody's
24 interest?

25 A: Everybody's interest, yeah. I think -- if my



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1 memory serves me right, her share would be like
2 16, her grow share would be about 16.

3 Q: And so other than the real estate and
4 potentially that contract, do you recall how
5 many bank accounts there were when she passed
6 away?

7 A: I think there were the three.

8 Q: And approximately how much that added up to?

9 A: I don't know, I can't -- I haven't even
10 bothered to do that.

11 Q: Have you filed an inventory appraisalment yet --

12 -

13 A: No ---

14 Q: --- in the estate proceeding?

15 A: Not yet.

16 Q: Any particular reason?

17 A: Yeah, I didn't want PCS to know what she had.

18 Q: She was limited to her individual share of that
19 judgement though, was she not?

20 A: Ultimately, yeah. Yeah. At the time -- one of
21 the, when I think back on this, one of the
22 motivations to get this ball rolling with the
23 estate was, and I again, in reading some emails
24 in preparing for today, on about February 15th
25 of '14, Judge Seymour issued her order, which



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1 was, at the time, was \$5.5 million joint and
2 several, \$4.5 million against the shareholders,
3 that was the original judgement. And I can
4 assure you that they had as of yet left no
5 stone unturned in their investigation and I
6 felt confident that they would undo that. So
7 I was interested in getting the estate filed,
8 to get the ball rolling on the creditor's claim
9 period, one. And then two, hoping to overturn
10 that. The 59(e) was successful as to one
11 venture, but the -- the case remains
12 outstanding and like I said on appeal.

13 Q: Was DD ever a director?

14 A: No.

15 Q: Now with the PCS litigation, do you recall how
16 long ago that was originally filed?

17 A: Like 2006.

18 Q: So it had been running, this potential
19 liability was known years ---

20 A: Oh ---

21 Q: --- before she passed away?

22 A: Oh yeah.

23 Q: And did that come up at all in discussions
24 about forming the LLC?

25 A: I -- no. Not that -- it would have been -- it



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1 would have been discussed, but as an
2 impediment, it was not.

3 Q: Was it discussed the ---

4 A: There was no -- there was no judgement at the
5 time. There was an action pending, but there
6 was no judgement.

7 Q: Was it discussed as a motivation for creating
8 the LLC?

9 A: An additional reason or additional factors,
10 sure.

11 Q: Like with leaving the inventory appraisement
12 out to just keep from having things in the
13 public record?

14 A: Yeah, just disclose to the public what's there.

15 Q: But the transfers into the LLC wouldn't have
16 really been effective against PCS litigation if
17 they had looked hard enough, would they?

18 A: They would have had to come in and do a ---

19 Q: Statute of Elizabeth ---

20 A: --- Statute of Elizabeth claim probably, yeah.

21 Q: All right.

22 A: Which they -- they've got enough lawyers, they
23 would've probably tried to do that.

24 Q: So let me take a look through my last few
25 things. Was Kat Henderson very involved with



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1 Ms. Hanahan's medical matters?

2 A: She -- I know she kept up with it, because she
3 quite often, when she would -- when she did
4 come to town, I know that she was involved with
5 making sure that the -- the pills were in the
6 pill boxes. I know she conveyed that to me on
7 more than one occasion.

8 Q: And going to appointments, doctor's
9 appointments with Ms. Hanahan?

10 A: She took -- she took her to a number of doctor
11 appointments.

12 Q: Do you think Kat would have reasonable
13 familiarity with what was going on with Ms.
14 Hanahan's health at a given time?

15 A: I think so, yeah.

16 MR. SILVERNAIL: Okay. I'll tell y'all what, can we
17 take about a three minute break?

18 A: Sure.

19 MS. BROCKINGTON: I was -- yeah, I need to make some
20 copies of a couple things.

21 A: Okay.

22 (A short break was taken from 2:30 p.m. until 2:35
23 p.m.)

24 Q: All right. I don't have any further questions
25 for you, but your lawyer might.



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1 A: All right. Thank you, Mr. Silvernail.

2 MR. SCARBOROUGH - EXAMINATION BY MS. BROCKINGTON:

3 Q: All right. Mikell, I do have a few questions
4 for you here to follow up some questions that
5 Adam has posed to you. With regard to other
6 assets of your Aunt DD's estate, did she have
7 a vehicle?

8 A: Yes.

9 Q: Okay. What care was that?

10 A: That's the 2002 Mercedes Benz S430.

11 Q: All right. And where is it located at now?

12 A: At my house.

13 Q: Okay. And why do you have possession of it?

14 A: I've had possession of it since -- I think
15 since she died. And my wife is driving it
16 mainly, and that's because if you let it sit,
17 it'll just lock itself down.

18 Q: Okay. Has Mikell Henderson made a demand for
19 return of that car?

20 A: No.

21 Q: Okay. Who received the contents of your Aunt
22 DD's house?

23 A: Mikell and Ross Henderson.

24 Q: Okay. Is Ross a beneficiary of her will?

25 A: He was.



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1 Q: All right. I'm going to have this marked as an
2 exhibit, please.

3 (Respondent's Exhibit Number 1 was marked for
4 identification purposes.)

5 Q: Okay. Mikell, I have marked for you what would
6 be Respondent's Exhibit Number 1. And do you
7 recognize this as your Aunt DD's will?

8 A: Yes.

9 Q: And would you turn to the next to last page,
10 the third page, of the document.

11 A: Okay.

12 Q: That has her signature. Is that her signature
13 on there?

14 A: Yes.

15 Q: All right. What's the date of her will?

16 A: November 2, 1998.

17 Q: All right. And is the will that, to your
18 knowledge, was prepared by Demal Mattson's
19 office?

20 A: Yes.

21 Q: Okay. Is there any controversy about this
22 particular will?

23 A: Not that I'm aware of.

24 Q: All right. Is this the will that was submitted
25 for probate to the Charleston County Probate



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1 Court?

2 A: Yes.

3 Q: All right. If you'd flip back to the first
4 page of the will, item three.

5 A: Yes.

6 Q: Can you just summarize and tell me what goes to
7 her son Joseph Ross Henderson?

8 A: She conveyed her interest in two parcels of
9 land, one was 30 acres, located on Moffett
10 Road, and the other was an 80 acre tract on --
11 known as Fairview, which is -- which is nearby.
12 They have fairly close TMS numbers, but they're
13 in the lower part of the county.

14 Q: All right. Now you've testified that there was
15 numerous pieces of real estate in your Aunt
16 DD's estate when she died, did she own these
17 two pieces when she died?

18 A: She owned those two pieces with her sister,
19 Francis Hanahan.

20 Q: Those two pieces?

21 A: Yes..

22 Q: Did she not convey them out before she died?

23 A: She did -- yeah, she did convey them before she
24 died.

25 Q: Who did she convey them to?



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- 1 A: To Joseph Ross Henderson.
- 2 Q: Do you know when that conveyance was done?
- 3 A: It was done the same time the conveyances into
- 4 the LLC was done.
- 5 Q: Was that December 30th of 2012?
- 6 A: Yes.
- 7 Q: Okay. Do you know of any controversy
- 8 surrounding those deeds?
- 9 A: No.
- 10 Q: Or that -- excuse me, that deed regarding those
- 11 parcels?
- 12 A: To Mr. -- to Joe -- to Ross?
- 13 Q: Yes.
- 14 A: No.
- 15 Q: So his brother, Mikell Henderson, has he
- 16 brought any litigation in regard to those two
- 17 parcels to your knowledge?
- 18 A: Not to my knowledge.
- 19 Q: All right. With regard to the will, look at
- 20 item number four, page two, the bequest to the
- 21 SPCA, \$5,000?
- 22 A: Right.
- 23 Q: Has that been made?
- 24 A: No.
- 25 Q: Okay. And with regard to item five, who is the



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- 1 beneficiary of item five?
- 2 A: Mikell Milton Henderson.
- 3 Q: Does that include the rest and residue of her
- 4 estate?
- 5 A: Yes.
- 6 Q: Would that include the individually owned
- 7 pieces of real estate?
- 8 A: Yes.
- 9 Q: Would that include Ms. Hanahan's two percent
- 10 interest in the MRH Family LLC?
- 11 A: Yes.
- 12 Q: Okay. Any other assets you can think of by
- 13 which Mikell Henderson would be the recipient
- 14 under that provision?
- 15 A: Well this would be the -- this would be the
- 16 rest and residue, so whatever after the two
- 17 half interests and the two tracts and the
- 18 \$5,000, then all the -- the remainder would all
- 19 go to Mikell.
- 20 Q: Okay. Let me direct your attention to -- okay.
- 21 The first codicil of your Aunt DD, and this has
- 22 been marked in two previous depositions -- or
- 23 excuse me, as Petitioner's 6 in your
- 24 deposition.
- 25 A: Okay.



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1 Q: The first codicil to her last will and
2 testament, do you know who prepared that
3 document?

4 A: I do not.

5 Q: Did you prepare that document?

6 A: I did not.

7 Q: Did Jan O'Neale prepare that document?

8 A: Not to my knowledge.

9 Q: Did you direct Jan O'Neale to prepare it?

10 A: No.

11 Q: With regard to item three on page two, who's
12 appointed as the personal representative of --
13 under the codicil?

14 A: I am.

15 Q: Who's the alternate?

16 A: Mikell Henderson.

17 Q: And to your knowledge, your Aunt DD -- it was
18 your testimony that she had reviewed this with
19 you that day at Sette restaurant?

20 A: Yeah. She ---

21 Q: Did y'all discuss the appointment of you as the
22 primary PR and son Mikell as the alternate?

23 A: You know, I looked at it, and I asked her if
24 that's what she wanted to do, and that's what
25 she told me she wanted to do.



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1 Q: Have you charged any fee in regard to being
2 personal representative to your aunt's estate?

3 A: No.

4 Q: At the time that the codicil was executed in
5 October of 2012, was your Aunt DD confined to
6 the house in any manner, or did she have people
7 who could drive her around to places?

8 A: She could get around, no, she was not confined.

9 Q: Okay. So she would have been able on her own
10 to go out and obtain someone to help her with
11 this?

12 A: She could have.

13 Q: Do you have any idea who that would be?

14 A: No.

15 Q: With regard to the formation of the MRH Family
16 LLC, I believe you testified that the first
17 time you saw that operating agreement was
18 December 30th, 2012?

19 A: Yes.

20 Q: Do you recall discussion about the power of
21 attorney that would be needed earlier, would
22 that not ---

23 A: I think that power of attorney was done more
24 out of an abundance of caution in the event we
25 had any kind of problem.



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1 MS. BROCKINGTON: Okay. Let me get this marked as
2 Respondent's 2.
3 (Respondent's Exhibit Number 2 was marked for
4 identification purposes.)

5 A: Okay.

6 Q: All right. Respondent's 2, Mikell, is an email
7 chain between your cousin Mikell Henderson to
8 -- it's an email to Chris Moss, but you were
9 copied on this email regarding a general power
10 of attorney for your Aunt DD?

11 A: Uh-huh.

12 Q: Just looking at this email in general, do you
13 recall this discussion going back and forth
14 between Mikell Henderson and Chris Moss?

15 A: I -- only from reading the email, I don't
16 recall it at the time that it happened.

17 Q: Were you aware that Mikell Henderson had spoken
18 to his mother on the phone and that your Aunt
19 DD had said she wanted to go ahead and create
20 the LLC and would agree to Mikell signing or
21 her signing a limited or durable POA for you to
22 take care of the deeds?

23 A: I see that in the email. I don't -- I don't
24 recall having that conversation with Mikell
25 Henderson at all.



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- 1 Q: But you were the one that did secure the
- 2 services of Howard Yates?
- 3 A: Yes.
- 4 Q: Okay. In preparation for funding the LLC?
- 5 A: Yes.
- 6 Q: Is that right? To your knowledge, was there
- 7 any disagreement by Mikell Henderson to being
- 8 a 68 percent owner of the LLC ---
- 9 A: No.
- 10 Q: --- at the time it was formed?
- 11 A: No.
- 12 Q: Okay. Okay. Was there any disagreement to the
- 13 MRSMIE LLC being a 30 percent owner?
- 14 A: Not that I'm aware of.
- 15 Q: And your Aunt DD retaining the two percent, was
- 16 there any disagreement about that?
- 17 A: No.
- 18 Q: Did everybody sign on the operating agreement?
- 19 A: Yes.
- 20 Q: Were there every any amendments to the
- 21 operating agreement after it was signed?
- 22 A: No.
- 23 Q: Okay. Thank you, that's all the questions I
- 24 have.
- 25 MR. SILVERNAIL: No more from me.



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1 A: Okay.

2 (There being no further questions, the deposition
3 concluded at 2:44)

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