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THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM THE RICHLAND COUNTY
Court Of Common Pleas

G. Thomas Cooper, Jr., Circuit Court Judge

CIVIL ACTION NO.: 2009-CP-40-0179

Boykin Contracting, Inc., ...Respondent.

v.

K. Wayne Kirby d/b/a Carolina Gold Bingo, ...Appellant,

RECORD ON APPEAL

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Attorneys for Respondent

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OCT 30 2012

SC Court of Appeals

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Index

Order denying Motion to Reconsider dated January 31, 2012	2
Order of Judgment dated December 19, 2011	4
Complaint	15
Amended Complaint	19
Answer	22
Testimony	
Thomas Brock	
Direct Examination	29
Cross-Examination	62
Recross-Examination	90
William G. "Chip" Barrs	
Direct Examination	93
Cross-Examination	106
James Sharp	
Direct Examination	112
Cross-Examination	117
K. Wayne Kirby	
Direct Examination	127
Cross-Examination	154
Redirect Examination	168
Recross-Examination	173
Trial Exhibits	
1	177
2	184
3	199
4	201
5	202
6	203
7	204
8	205
9	206
10 (page E-2)	207
11	208
12a-h	283
13	292
14	315
15	330
19	348
20 (page "Richland County 02")	355
21	356
24	357
26	358
Motion to Reconsider, Alter, or Amend Judgment	360
Return to Defendant's Motion to Reconsider, Alter, or Amend Judgment	366
Certificate of Counsel	368

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

JUDGMENT IN A CIVIL CASE

CASE NUMBER: 2009CP4000179

Boykin Contracting Inc

L N Dentsville Square Llc

K Wayne Kirby

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: _____

Attorney for : ☐ Plaintiff ☐ Defendant or ☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☐ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other _____
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other _____
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other _____

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

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

ORDER INFORMATION

This order ☐ ends ☐ does not end the case.

Additional Information for the Clerk : _____

INFORMATION FOR THE PUBLIC INDEX

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

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled
		\$
		\$
		\$

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

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

Circuit Court Judge _____

Judge Code _____

Date _____

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this 1 February 2012 to attorneys of record or to parties (when appearing pro se) as follows:

Charles Harry McDonald

Edward W. Mullins Jr.
Edward Wade Mullins III
Benjamin C. Bruner

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter _____

Clerk of Court _____

FEB - 3 2012

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

Boykin Contracting, Inc.,)

Plaintiff,)

v.)

K. Wayne Kirby d/b/a Carolina Gold Bingo,)

Defendant.)

IN THE COURT OF COMMON PLEAS

C/A No.: 2009-CP-40-0179.

**ORDER DENYING DEFENDANT'S
MOTION TO RECONSIDER**

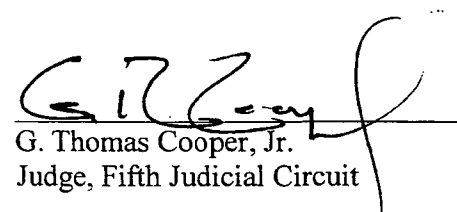
RICHLAND COUNTY
FILED
2012 FEB - 1 AM 11:53
JEANETTE W. McBRIDE
C.C.P. & G.S.

This matter comes before the Court by way of Defendant's Motion to Reconsider pursuant to Rules 52 and 59, SCRPC. Specifically, Defendant asks this Court to reconsider its Order entered in favor of the Plaintiffs on December 30, 2011.

After careful consideration of the record in this case and the submissions of counsel, this Court is unable to discover any material fact or principle of law that either has been overlooked or disregarded and further finds no error of law or facts not appropriately considered. Accordingly, this Court hereby DENIES Defendant's Motion pursuant to Rules 52 and 59(e) SCRPC to Alter or Amend Judgment of this Court's Order entered on or about December 30, 2011. Pursuant to Rule 59(f), the Court is of the opinion that oral argument is not necessary.

AND IT IS SO ORDERED.

January 31, 2012
Columbia, South Carolina


G. Thomas Cooper, Jr.
Judge, Fifth Judicial Circuit

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NUMBER: **2009CP4000179**

Boykin Contracting Inc

L N Dentsville Square Llc

PLAINTIFF(S)

K Wayne Kirby

DEFENDANT(S)

Submitted by: _____

Attorney for : ☐ Plaintiff ☐ Defendant or ☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☐ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit);
☐ Rule 43(k), SCRPC (Settled); ☐ Other _____
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other _____
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other _____

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

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

ORDER INFORMATION

This order ☐ ends ☐ does not end the case.

Additional Information for the Clerk : _____

INFORMATION FOR THE PUBLIC INDEX

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

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled
		\$
		\$
		\$

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

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

Circuit Court Judge _____ Judge Code _____ Date _____

For Clerk of Court Office Use Only

This judgment was entered on the 30th day of December, 2011 and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20 _____ to attorneys of record or to parties (when appearing pro se) as follows:

Charles Harry McDonald

Edward W. Mullins Jr.
Edward Wade Mullins III

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter _____

Clerk of Court **Jeanette W. McBride/cams**

JAN - 3 2012

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Boykin Contracting, Inc.,

Plaintiff,

v.

K. Wayne Kirby d/b/a Carolina Gold
Bingo,

Defendant.

IN THE COURT OF COMMON PLEAS

C/A No.: 2009-CP-40-0179

ORDER

RICHLAND COUNTY
FILED
2011 DEC 30 PM 1:50
JEANELLE H. S.
C.C.P. & J.S.

This matter came before me for a bench trial on Wednesday, November 16, 2011. Appearing on behalf of the Plaintiff was Charles H. McDonald of the firm of Robinson, McFadden & Moore, P.C. Appearing on behalf of the Defendant were E. Wade Mullins, III and Benjamin C. Bruner with the firm of Bruner Powell Wall & Mullins, LLC. Based upon the evidence presented at trial, I find and conclude as follows:

FINDINGS OF FACT

Plaintiff Boykin Contracting ("Boykin") is a licensed general and mechanical contracting firm located in West Columbia. Boykin performs work both as a prime contractor and as a subcontractor. Tom Brock was the vice-president for Boykin in 2008 and also acted as project manager for certain of Boykin's jobs including the work done in this case. Mr. Brock has been in the electrical contracting business since 1974. He currently serves as the President of the Mechanical Contractors Association of South Carolina and also is a sitting member of the South Carolina Building Codes Council.

Defendant K. Wayne Kirby ("Kirby") is a local businessman and the owner of Carpet One, a floor covering business. Kirby is also the sole shareholder, president, and control person

for Kirby Enterprises, Incorporated of Columbia, S.C. ("Kirby Enterprises"). Kirby Enterprises has at times acted as a "promoter" for certain bingo operations in South Carolina. In this case, Kirby Enterprises was acting as the promoter for a bingo operation in connection with New Covenant Church, a South Carolina non-profit organization. The bingo operation was to be conducted from leased space located at 2768 Decker Boulevard in Columbia, South Carolina.

Prior to beginning bingo operations, the leased space, formerly a Winn-Dixie supermarket, needed to be retro-fitted. On June 12, 2007, a building permit was issued for the interior upfit to the bingo space. The applicant for the permit was Hemphill & Associates and the owner was listed as Wayne Kirby. Wayne Kirby testified that a contract was entered with Hemphill & Associates for the upfit work to the bingo space. Kirby further testified that Hemphill & Associates agreed to perform the necessary work for the price of \$316,400.00. Kirby produced Trial Exhibit 21 as the purported contract with Hemphill & Associates. Kirby vacillated on who the contracting parties were as to Trial Exhibit 21, but ultimately claimed that Kirby Enterprises contracted with Hemphill & Associates to perform the upfit work for the bingo space.

From the testimony and exhibits presented by Kirby, it appears that there were insufficient funds in place to do all of the necessary upfit work to the bingo space. Kirby produced a ledger styled "Expenses For Midlands Bingo" which Kirby testified was related to the funding and expenses for the upfit of the bingo space. This ledger shows a beginning investment of \$100,000.00 which is well below the purported contract amount with Hemphill & Associates. Nevertheless, work commenced on the upfit shortly after issuance of the building permit in June of 2007. In early November of 2007, funds ran out and the work stopped. Hemphill & Associates left the job and did not return.



In early April of 2008, Tom Brock was notified by his nephew that there may be a need for some help to complete the electrical work at the bingo space. Mr. Brock contacted Wayne Kirby by phone and the two agreed to meet at the Decker Boulevard space. On April 8, 2008, Brock and Kirby met on site to discuss the remaining electrical work that needed to be done in order for the bingo space to be ready for operations. Upon examining the state of the electrical work, Tom Brock informed Kirby that there was significant work remaining and that Kirby had likely overpaid the current electrical contractor. While Brock and Kirby's testimony differed on the agreement reached between them that day, it is undisputed that Boykin Contracting began performing electrical work at the bingo space the next day on April 9, 2008.

Boykin performed work on the bingo space for approximately one month. Boykin performed work in the rear area of the building where the electrical panels were located, did lighting work in the back areas not associated with the main bingo floor, ran power to the 20 roof top HVAC units, and worked on repairing certain exterior lights that had ceased working. While Boykin was performing its work, another electrical contractor, Larry Palmer, was working on installing the interior lights in the main bingo floor area.

At the meeting on April 8, 2008 between Wayne Kirby and Tom Brock, it is undisputed that Kirby asked Boykin to perform its work under a subcontract arrangement with Larry Palmer. Tom Brock testified that he told Wayne Kirby that Boykin would only proceed if working directly for Kirby. Wayne Kirby testified that he thought Boykin was proceeding on the basis that it was working for Larry Palmer and further testified that it was his understanding that Boykin would be paid from the proceeds he contends remained due to Larry Palmer for the completion of the electrical work. Kirby ascribed an amount less than \$5,000.00 for this remaining electrical work

ETC₃

I find that on April 8, 2008, there was significant remaining electrical work to be done to get the bingo space ready for operations. As of that date, the project was behind schedule having suffered delays due to financing issues and the departure of the general contractor, Hemphill & Associates. I further find that these delays necessitated that Kirby move quickly and assertively to complete the work in order to obtain a Certificate of Occupancy for the space and begin operations. Given these findings, it is not reasonable to conclude that Tom Brock, on behalf of Boykin Contracting, would agree to work for Larry Palmer for nominal cost. Therefore, I find that Wayne Kirby understood, or certainly should have understood based on the facts known to him, that Boykin Contracting was performing its work with the expectation that payment would be made from him individually and was not limited to any purported contract balance between Kirby or Kirby Enterprises and Larry Palmer.

At trial, Kirby contended that the entity that was hiring contractors to complete the work on the bingo space was Kirby Enterprises. Numerous checks were presented written on the account of "Kirby Enterprise" to contractors, material suppliers and others relating to the completion of the upfit work on the bingo space. However, the question in this case is not what the arrangement was with other contractors and material suppliers, but with Boykin Contracting. Kirby offered no evidence that Tom Brock or Boykin knew about Kirby Enterprises in any form or fashion. Indeed, as discussed above, Kirby claimed that Boykin was working for Larry Palmer. Moreover, the record contains a number of references as to the individual involvement of Wayne Kirby including the Building Permit and Application listing Wayne Kirby as owner, the Certificate of Occupancy for the bingo space listing Wayne Kirby as owner, and the lease for the bingo space entered by Wayne Kirby individually shortly after issuance of the Certificate of Occupancy. I find that there was significant involvement in the project by Wayne Kirby in his

individual capacity and further find that the evidence of payments made to other contractors and material suppliers on the account of "Kirby Enterprise" is not determinative of the relationship between Wayne Kirby and Boykin Contracting.

Boykin Contracting submitted evidence of the costs that it incurred in performing its work. Boykin explained how its labor, material and other costs are tracked and compiled for purposes of billing. Boykin further explained in some detail the nature and scope of the electrical work performed. Boykin also submitted the application for payment that it tendered to Carolina Gold Bingo on or about July 31, 2008. Carolina Gold Bingo was the trade name used by Kirby for the bingo operation and it was also the trade name used by Kirby on the lease for the bingo space. Boykin testified that it delivered the Application for Payment to Wayne Kirby at his place of business for Carpet One. I find that the parties understood that Boykin intended for payment to come from Wayne Kirby. This is supported by the testimony of Tom Brock and Kirby's own testimony about how he felt upon receipt of the bill. Kirby expressed surprise and claimed dismay as to the amount sought by Boykin, but not that Boykin was seeking payment from him.

The amount sought by Boykin in the application for payment was \$73,925.40. This amount is based upon the labor and material costs incurred by Boykin as well as a mark-up of 15% for overhead and profit. The job cost total incurred by Boykin was \$62,254.60. I find that Boykin's labor and material costs were reasonable under the circumstances and necessary in order to gain a Certificate of Occupancy for the bingo space. As to certain matters that Boykin purchased on company credit cards, I find that Boykin failed to demonstrate that the credit card charges shown on Trial Exhibit 1 were all incurred for purposes of work on the bingo space. These charges total \$2,760.29. Therefore, I find that such charges are not appropriate in

625

determining the total reasonable value of Boykin's services. Accordingly, I find that the reasonable value of the labor and materials furnished by Boykin totals \$59,494.31 (Job Cost Total of \$62,254.60-\$2,760.29).

CONCLUSIONS OF LAW

Boykin seeks relief based upon breach of contract; and, in the alternative, *quantum meruit*.

"South Carolina common law requires that, in order to have a valid and enforceable contract, there must be a meeting of the minds between the parties with regard to *all* essential and material terms of the agreement." *Player v. Chandler*, 299 S.C. 101, 105, 382 S.E.2d 891, 893 (1989) (emphasis in original); *see also Potomac Leasing Co. v. Otts Mkt., Inc.*, 292 S.C. 603, 606, 358 S.E.2d 154, 156 (Ct.App.1987) ("It is well settled in South Carolina that in order for there to be a binding contract between parties, there must be a mutual manifestation of assent to the terms."). Boykin contends that an agreement was reached at the meeting between Tom Brock and Wayne Kirby that Boykin would perform electrical work on a "time and materials" basis. Kirby denies that any such agreement was reached. While I find and conclude that Wayne Kirby is responsible for payment to Boykin, the evidence presented did not establish a meeting of the minds as to all essential terms to form an express contract.

The general law is that where an express contract fails because the minds of the parties did not meet as to the essential terms, the laborer or contractor may still recover the reasonable value of the labor and materials furnished. 66 Am.Jur.2d *Restitution And Implied Contracts* §§ 7 and 21 (1973); *Braswell v. Heart of Spartanburg Hotel*, 251 S.C. 14, 159 S.E.2d 848 (1968); *see U.S. for use of Altman v. Young Lumber Co.*, 376 F.Supp. 1290 (D.S.C.1974); *See also Costa & Sons Const. Co., Inc. v. Long*, 306 S.C. 465, 468, 412 S.E.2d 450, 452 (Ct. App. 1991).

"[Q]uantum meruit, quasi-contract, and implied by law contract are equivalent terms for an equitable remedy." *Myrtle Beach Hosp., Inc. v. City of Myrtle Beach*, 341 S.C. 1, 8, 532 S.E.2d 868, 872 (2000). The elements of *quantum meruit* are the following: (1) a benefit conferred by the plaintiff upon the defendant; (2) realization of that benefit by the defendant; and (3) retention of the benefit by the defendant under circumstances that make it inequitable for the defendant to retain the benefit without paying its value. *Myrtle Beach Hosp., Inc. v. City of Myrtle Beach*, 341 S.C. 1, 8-9, 532 S.E.2d 868, 872 (2000). In this case, I find that all of the elements of *quantum meruit* have been established by Boykin.

From the evidence presented, it is clear that Boykin conferred a benefit upon Wayne Kirby and that Wayne Kirby realized such benefit. While Kirby did not sign a lease on the bingo space in his individual capacity until June 27, 2008, it is clear that Wayne Kirby exercised dominion and control over the area designated for his bingo operations well before this time. Kirby admitted this by testifying that the bingo space was under his control beginning with the issuance of the building permit in June of 2007 while the area devoted to a comedy club was under the control of others. Clearly work in the area of the building for the future bingo operations was for the benefit of Wayne Kirby whether he was the current leaseholder or not. The evidence established that the project was behind schedule and was taking longer than Kirby anticipated. Kirby needed to get into the space and begin operations. After Boykin performed significant electrical work, Kirby was able to secure a Certificate of Occupancy and begin operations. Without the work of Boykin, it is uncertain when, if ever, Wayne Kirby or Kirby Enterprises would have been able to begin bingo operations. Therefore, Boykin's work conferred a benefit which was realized by Wayne Kirby.



At trial, Kirby advanced the theory that Kirby Enterprises was, in effect, the tenant of the leased space and that even if Kirby Enterprises benefitted from the work of Boykin that would not equate to a benefit to Wayne Kirby individually. This contention is without merit for two primary reasons. First, the lease entered for the bingo space lists Wayne Kirby as the tenant, not Kirby Enterprises. In fact, the lease makes no mention whatsoever of Kirby Enterprises. Second, Wayne Kirby is the President, control person and sole shareholder of Kirby Enterprises. There can be no doubt that when a corporation like Kirby Enterprises receives a benefit, so does its sole shareholder.

Lastly, it would clearly be inequitable for Kirby to not pay the reasonable value of Boykin's labor and materials. The benefit conferred in this instance is the valuable furnishing of labor and materials by Boykin for which Kirby has paid nothing. It is not something that can be undone and returned to Boykin. Therefore, Kirby must pay Boykin for the reasonable value of the labor and materials. *See Braswell v. Heart of Spartanburg Hotel*, 251 S.C. 14, 159 S.E.2d 848 (1968) (recovery of reasonable value of labor and materials furnished is appropriate measure of recovery in implied contract/*quantum meruit*).

In its application for payment, Boykin included a mark-up of 15% for general overhead and profit. While I find this amount to be reasonable and standard for construction contracts, I decline to award this amount in *quantum meruit*. Therefore, I find and conclude that Boykin is entitled to recover from Kirby the sum of \$59,494.31 for the reasonable value of its labor and materials.

Kirby pled an alternative defense of set-off relating to costs incurred in performing certain repairs to electrical work after Boykin completed its work. I find that Kirby is not

entitled to a set-off for the following reasons. First, Kirby failed to prove with sufficient certainty that such work was related to the work performed by Boykin Contracting. Second, Kirby never made demand upon Boykin to perform any corrective work. And, third, Boykin could not be expected to honor any implied warranty when Kirby had failed to pay Boykin for its services. Therefore, I find and conclude that there is no right of set-off against the amount due Boykin.

Boykin has pled and seeks prejudgment interest on any sums found due to it by Kirby. Boykin seeks interest at the legal rate of 8.75% under S.C. Code Ann. § 34-31-20(A). The law has long allowed prejudgment interest on obligations to pay money from the time when, either by agreement of the parties or operation of law, the payment is demandable, if the sum is certain or capable of being reduced to certainty. *Smith-Hunter Constr. Co. v. Hopson*, 365 S.C. 125, 128, 616 S.E.2d 419, 421 (2005); *Babb v. Rothrock*, 310 S.C. 350, 353, 426 S.E.2d 789, 791 (1993); *Ancrum v. Slone*, 29 S.C.L. (2 Speers) 594 (1844). A judgment debtor is required to pay interest on his debt as compensation for his continued retention and use of the creditor's money beyond the date payment was due. *Sears v. Fowler*, 293 S.C. 43, 45-46, 358 S.E.2d 574, 575 (1987). See also *Butler Contracting, Inc. v. Court St., LLC*, 369 S.C. 121, 133-34, 631 S.E.2d 252, 258-59 (2006). The South Carolina Court of Appeals has found that an award of prejudgment interest is permissible in an action to recover under the theory of *quantum meruit*. See *QHG of Lake City, Inc. v. McCutcheon*, 360 S.C. 196, 204-05, 600 S.E.2d 105, 109 (Ct. App. 2004). Under the circumstances of this case, I find and conclude that Boykin is entitled to prejudgment interest. I further find that Kirby should have made payment to Boykin for the reasonable value of its labor and materials no later than 30 days after receipt of the application for payment. Therefore, interest began to accrue on September 1, 2008.

CONCLUSION

Plaintiff Boykin Contracting is entitled to judgment against Defendant Wayne Kirby in the amount of \$59,494.31 together with interest thereon at the pre-judgment rate of 8.75% per annum from September 1, 2008 until the date of this Order. I further find that Boykin shall be awarded its filing fee as costs in the amount of \$160.00.

IT IS SO ORDERED.

DECEMBER 19, 2011
Columbia, South Carolina


G. Thomas Cooper, Jr.
Judge, Fifth Judicial Circuit

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Boykin Contracting, Inc.

Plaintiff,

v.

LN Dentsville Square, LLC, and K.
Wayne Kirby d/b/a Carolina Gold
Bingo,

Defendants.

) IN THE COURT OF COMMON PLEAS

) Case No.: 09-CP-40-

) **COMPLAINT**
) **(Foreclosure of Mechanic's Lien)**

09 JAN 12 PM 4:28
JEANETTE W. McBRIDE
C.C.P. & G.S.

RICHLAND COUNTY
FILED

FOR A FIRST CAUSE OF ACTION
(Foreclosure of Mechanic's Lien)

1. Plaintiff is a South Carolina corporation; Defendant, LN Dentsville Square, LLC, is a South Carolina limited liability company and is the owner of the property which is subject to Plaintiff's mechanic's lien; K. Wayne Kirby, is a resident of Richland County, South Carolina and is the owner, operator or principal in a venture doing business as Carolina Gold Bingo.

2. At the request of Defendant Kirby, Plaintiff supplied labor and material for certain electrical work and related improvements to certain real property located at 2768 Decker Blvd., Suite 300, Columbia, South Carolina, known as Carolina Gold Bingo in Dentsville Square, bearing tax map number R16908-03-20 ("the Property"). Defendant LN Dentsville Square, LLC is the owner of the Property.

3. The labor and materials provided by Plaintiff were for the improvement of the Property.

CM

4. Within ninety (90) days of its last furnishing, the Plaintiff imposed a mechanic's lien on the Property by notifying the Defendants in writing of the value of the labor and materials furnished by it, as sued for in this Complaint.

5. There is due and owing to Plaintiff the sum of seventy three thousand nine hundred twenty-five and 40/100 Dollars, (\$73,925.40), as is more specifically shown on the verified statement of account included in the lien documents attached hereto as Exhibit "A", together with interest and attorney's fees.

FOR A SECOND CAUSE OF ACTION
(Breach of Contract by Kirby)

6. Plaintiff incorporates the foregoing allegations to the extent required by, but not inconsistent with, the following allegations.

7. At the request of Defendant Kirby, Plaintiff came to the Property to perform certain emergency electrical work. Due to the nature of the work, the Defendant agreed to pay Plaintiff based upon time and materials furnished with a mark-up on same for Plaintiff's overhead and profit.

8. Plaintiff performed the work for Defendant Kirby; however Defendant Kirby has failed and refused to pay Plaintiff for any of the work.

9. By virtue of Defendant Kirby's failure to pay Plaintiff for the labor and materials provided by Plaintiff, Kirby is in material breach of the parties agreement and Plaintiff is entitled to judgment against Defendant Kirby on the contract for the sum of \$73,925.40 together with interest thereon at the prevailing legal rate.

FOR A THIRD CAUSE OF ACTION
(Quantum Meruit as Alternative Grounds for Relief)

10. Plaintiff incorporates the foregoing allegations to the extent required by, but not inconsistent with, the following allegations.

11. At the specific instance and request of Defendant Kirby, Plaintiff supplied labor and materials for the improvement of the Property.

12. Defendant Kirby knew and understood that Plaintiff expected payment for the furnishing of such labor and materials together with additional amounts for overhead and profit.

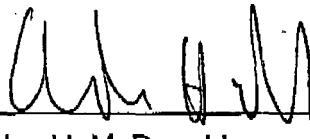
13. Defendant Kirby and Carolina Bingo have made use of and benefitted from the work of Plaintiff, but have failed and refused to make any payment to Plaintiff for such work.

14. It would be unjust and inequitable for Defendant Kirby and Carolina Bingo to accept and enjoy the use of Plaintiff's work without paying the reasonable value for same.

15. The reasonable value of the work performed by Plaintiff is \$73,925.40 which is the amount which Plaintiff has invoiced for such work.

16. Should it be determined that no contract existed between Plaintiff and Defendant Kirby, then Plaintiff is entitled to judgment against Defendant Kirby in the amount of \$73,925.40 on this cause of action as alternative grounds for relief.

WHEREFORE, Plaintiff prays that it be awarded judgment against the Defendants, jointly and severally, in the amount of seventy three thousand nine hundred twenty-five and 40/100 Dollars, (\$73,925.40), together with interest thereon at the prevailing legal rate, reasonable attorney's fees pursuant to S.C. Code Ann. § 29-5-10, and the costs of this action. The Plaintiff further prays that the Property be sold and that the proceeds of such sale be applied toward the satisfaction of Plaintiff's lien and judgment.



Charles H. McDonald
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Columbia, SC 29202
(803) 779-8900

Counsel for Plaintiff

January 12, 2009

FOR A FIRST CAUSE OF ACTION
(Breach of Contract by Kirby)

5. Plaintiff incorporates the foregoing allegations to the extent required by, but not inconsistent with, the following allegations.

6. At the request of Defendant Kirby, Plaintiff came to the Property to perform certain electrical work on an expedited basis. Due to the nature of the work, the Defendant agreed to pay Plaintiff based upon time and materials furnished with a mark-up on same for Plaintiff's overhead and profit.

7. Plaintiff performed the work for Defendant Kirby; however Defendant Kirby has failed and refused to pay Plaintiff for any of the work.

8. By virtue of Defendant Kirby's failure to pay Plaintiff for the labor and materials provided by Plaintiff, Kirby is in material breach of the parties agreement and Plaintiff is entitled to judgment against Defendant Kirby on the contract for the sum of \$73,925.40 together with interest thereon at the prevailing legal rate.

FOR A SECOND CAUSE OF ACTION
(Quantum Meruit as Alternative Grounds for Relief)

9. Plaintiff incorporates the foregoing allegations to the extent required by, but not inconsistent with, the following allegations.

10. At the specific instance and request of Defendant Kirby, Plaintiff supplied labor and materials for the improvement of the Property.

11. Defendant Kirby knew and understood that Plaintiff expected payment for the furnishing of such labor and materials together with additional amounts for overhead and profit.

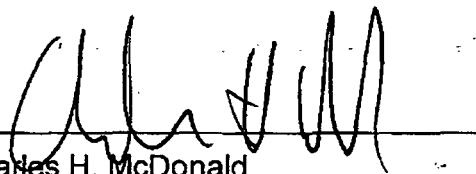
12. Defendant Kirby and Carolina Bingo have made use of and benefitted from the work of Plaintiff, but have failed and refused to make any payment to Plaintiff for such work.

13. It would be unjust and inequitable for Defendant Kirby and Carolina Bingo to accept and enjoy the use of Plaintiff's work without paying the reasonable value for same.

14. The reasonable value of the work performed by Plaintiff is \$73,925.40 which is the amount which Plaintiff has invoiced for such work.

15. Should it be determined that no contract existed between Plaintiff and Defendant Kirby, then Plaintiff is entitled to judgment against Defendant Kirby in the amount of \$73,925.40 on this cause of action as alternative grounds for relief.

WHEREFORE, Plaintiff prays that it be awarded judgment against the Defendant Kirby in the amount of seventy three thousand nine hundred twenty-five and 40/100 Dollars, (\$73,925.40), together with interest thereon at the prevailing legal rate, reasonable attorney's and the costs of this action.



Charles H. McDonald
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(803) 779-8900

Counsel for Plaintiff

March 9, 2009

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8. Responding to the allegations set forth in Paragraph 9, Defendant incorporates its responses to the allegations set forth in Paragraph 1 through 4 above.

9. Responding to the allegations of Paragraph 10, Defendant would state that the Plaintiff became aware that Defendant needed certain electrical work performed. Plaintiff approached Defendant and offered to perform the work. Defendant indicated that it only had a certain amount of money budgeted for the work and indicated that Plaintiff could perform what work was required pursuant to the budgeted funds. Defendant denies all remaining allegations set forth in Paragraph 10.

10. Defendant denies the allegations set forth in Paragraph 11 through 15.

FOR A SECOND DEFENSE
(SCRCP 12(b)(6))

11. Defendant reiterates all of the responses and allegations contained in the above paragraphs which are not inconsistent with the following allegations.

12. Plaintiff has failed to allege facts sufficient to state a cause of action against Defendant.

FOR A THIRD DEFENSE
(Failure to give proper Notice)

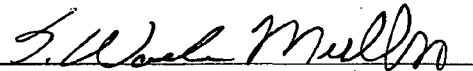
13. The Defendant reiterates the responses and allegations contained in the above paragraphs which are not inconsistent with the following allegations.

14. The Plaintiff failed to give the Defendants proper notice and Plaintiff's claim is therefore barred.

FOR A FOURTH DEFENSE
(Setoff)

15. The Defendant reiterates the responses and allegations contained in the above paragraphs which are not inconsistent with the following allegations.

16. Any amounts allegedly owed by Defendant to Plaintiff has been justifiably withheld from Plaintiff due to the fact that Plaintiff incurred damages to correct and/or complete Plaintiff's work and is, thus, entitled to setoff.


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Attorneys for K. Wayne Kirby d/b/a
Carolina Gold Bingo

Columbia, South Carolina

April 30, 2010

STATE OF SOUTH CAROLINA	)	
	)	COURT OF COMMON PLEAS
COUNTY OF RICHLAND	)	
Boykin Contracting, Inc.,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	Case No. 09-CP-40-0179
	)	
K. Wayne Kirby d/b/a Carolina Gold	)	
Bingo,	)	
	)	
Defendant.	)	

TRANSCRIPT OF BENCH TRIAL

The within nonjury trial in the above-captioned action was held on November 16, 2011, before The Honorable G. Thomas Cooper, Jr. in the Court of Common Pleas for Richland County, State of South Carolina; attended by Counsel, as follows:

APPEARANCES:

Charles McDonald, Esq.
 ROBINSON McFADDEN
 1901 Main Street, Suite 1200
 Columbia, SC 29202
 Appearing for Boykin Contracting

Benjamin Bruner, Esq.
 Edward Mullins, Es.
 BRUNER POWELL WALL & MULLINS
 P O Box 61110
 Columbia, SC 29260-1110
 Appearing for Plaintiff

DEBORAH GARRISON
Transcribed for Karen Ambroziak, Court Reporter
Circuit Court Reporter - 9th Judicial Circuit
 Post Office Box 901
 Johns Island, South Carolina 29457
dGarrison@sccourts.org

1 into an expressed or oral -- written or oral
2 contract with Boykin Enterprises.

3 We think there are specific terms that you
4 need to consider in deciding whether there was a
5 contract.

6 At best what we have are two ships passing
7 in the night, Your Honor, no meeting of the
8 minds, no contract.

9 We think that quantum merit matter - and I
10 will touch on this later, but obviously you're
11 welcome aware of the law quantum merit requires
12 that you consider the equities of the case and
13 what you - and we ask the court to consider all
14 the facts under those circumstances in
15 determining whether there should be an order
16 awarded against my client. We also think the
17 elements of quantum merit in terms of whether
18 there was a benefit conferred upon Mr. Kirby
19 individually. We think you need to consider
20 that.

21 We also -- and lastly, Your Honor, let me
22 just mention to you, that if this court is
23 inclined to either believe that there was a
24 contract or either to determine that equity
25 dictates a recovery for Boykin in this case, we

1 ask that you look - that this court consider
2 very carefully the benefit and the value of the
3 work and what was performed.

4 We think that we will -- you will hear
5 evidence that there was work performed that was
6 unnecessary. There was work performed that even
7 if this court would determine that there was an
8 agreement, had to have been outside the scope of
9 whatever is being suggested.

10 So the last level of consideration for this
11 court, we believe a very close and careful
12 consideration needs to be made to any dollar
13 amount that possibly could be awarded in favor
14 of Boykin, which obviously for my lengthy
15 opening you can discern should be strongly
16 denied.

17 Again, I apologize for the length of
18 opening. I just felt it needed to be done.

19 THE COURT: Well, that's very helpful
20 Mr. Mullins.

21 MR. MULLINS: Thank you.

22 THE COURT: All right. Mr. McDonald,
23 call your first witness.

24 MR. McDONALD: Your Honor, before I call
25 the first witness.

1 that the plaintiff came to the property at the
2 request of Kirby, that was denied.

3 Paragraph ten which also discusses that was
4 the denied.

5 To the extent the court believes that the
6 pleadings do establish an admission, ---

7 THE COURT: We wouldn't need a trial.

8 MR. MULLINS: Correct.

9 THE COURT: If we could try the case on
10 the pleading. I understand.

11 MR. McDONALD: We need a trial on how much
12 is owed and all that, but I would just submit to
13 the court this Answer was filed a year after the
14 Complaint.

15 Mr. Mullis and I had some intervening time
16 which I allow that, but the issues that are
17 admitted are that we performed the work at his
18 request.

19 THE COURT: All right.

20 MR. McDONALD: We're ready to proceed,
21 judge.

22 MR. McDONALD: Tom Brock.

23 THE COURT: Come around Mr. Brock.

24 (WITNESS TAKES STAND)

25 MR. McDONALD: Judge, can I move this a

1 bit? I feel isolated back there.

2 THE COURT: You can do anything you want.

3 THOMAS BROCK, being duly sworn to tell the
4 truth, the whole truth and nothing but the truth,
5 testified, as follows:

6 DIRECT EXAMINATION:

7 BY MR. McDONALD:

8 Q Mr. Brock, Judge Cooper is going to be
9 trying the case. We'll try to address your
10 responses to him rather than to me, please, to
11 the questions.

12 Tell Judge Cooper just a little bit about
13 your background, your background in the
14 electrical business, electrical contractor
15 business?

16 A Okay. I start out in 1974 working for
17 Gregory Electric Company. I got my first
18 journeyman's license in 1976. My first master's
19 license in 1978, with the City of Columbia.
20 I've been in electric contracting since 1974. I
21 have electrical contractor licenses in six
22 states in the southeast and have been practicing
23 electrical contracting always through that --
24 during that time.

25 Q During that, from 1974 to today, you

1 have owned some -- your own company at times, a
2 time or two?

3 A In 1983 I formed Brock Electric
4 Technology, sold it in 1990 to H.R. Allen out of
5 the Charleston. I worked there until '98. In
6 '98 I went to work with Grant contracting.
7 Then in 2001 when Boykin Contracting was formed,
8 I was the vice president in charge of
9 operations.

10 Q You said you have obtained -- you have
11 obtained -- that you have taken examinations and
12 gotten licenses in six different states?

13 A In six different states throughout the
14 southeast and Louisiana.

15 Q Do you currently serve on any state
16 boards relating to building codes?

17 A I am a member of the South Carolina
18 Building Codes Council under the Department of
19 Licensing, Labor Regulation. We are charged
20 with approving and submitting all of the codes
21 for the State of South Carolina and -- by the
22 legislature that right now they're in 2006 code
23 cycle.

24 Q Were you appointed by the legislature?
25 How were you ---

1 A I was appointed by the governor at
2 that time, which was Mark Sanford, and
3 reappointed one time after that.

4 Q You serve on that board today?

5 A Correct.

6 Q Do you also hold any offices with any
7 statewide trade groups?

8 A. I'm currently I'm the current
9 president of the Mechanical Contractors
10 Association of South Carolina. This is my
11 second term as president. I was president in
12 1994 and am serving again this year.

13 Q Tell Judge Cooper now a little bit
14 about the company that is the plaintiff in this
15 matter, Boykin Contracting a plaintiff in this
16 matter Boykin Contracting?

17 A Boykin Contracting is a licensed
18 electrical and general contractor in South
19 Carolina and four other states. They have
20 revenues of approximately \$20 Million dollars
21 annual. We have approximately ninety employees
22 located in South Carolina and Louisiana. We
23 have offices at Shaw Air Force base, Columbia
24 and Louisiana.

25 Q And Boykin does a lot of public work;

1 group five. Group five is unlimited.

2 Q Okay.

3 A The different groups are based mainly
4 after passing exams to the financial net worth
5 of the company. For instance, I think group one
6 is net worth, you certify \$2,500 net worth and
7 group five, at the time, is \$100,000 net worth
8 on the electrical side.

9 Q For group one, do they have dollar
10 limits on how much you can work on?

11 A Group one I'm pretty sure is 25,000.
12 The next level is \$70,000. The next is \$125,000
13 and then unlimited.

14 Q So as a license, you're listened by
15 the group. You can't work in excess of that
16 license classification?

17 A You cannot do work for any one project
18 that exceeds your dollar limit on your license.
19 That's correct.

20 Q Now, let's talk about the job that
21 we're here about, the project that I am going to
22 call Carolina Bingo. At the time this was --
23 this was about April 2008 when you got dealing
24 with Mr. Kirby?

25 A When I looked at the calendar, I

1 believe it was a Wednesday -- April 7th or
2 April 8th. I have forget which date it was, it
3 was midweek of April 2008. That's correct.

4 Q Look at Exhibit 2 -- if you'll get
5 that notebook in front of you, Mr. Brock, right
6 there on the ledge that's been admitted.

7 A. Okay.

8 Q. Maybe we can refresh your memory
9 about perhaps the exact date, if you'll turn to
10 Exhibit 2.

11 A Which one?

12 Q Exhibit 2.

13 A. Okay.

14 Q And there is a line item for Chip Barr
15 starting Wednesday, April 9th. Does that give
16 you any frame of reference as to when you might
17 have met out on the job?

18 A Yes. That was the first day that we
19 performed work on the job site, so -- I would
20 have met Mr. Kirby the day before; so that would
21 have been April 8th, which was a Tuesday. The
22 first day of work was a Wednesday.

23 Q Now, I want to get into this a little
24 bit more in a second but at this time April
25 of 2008, what was your title with Boykin

1 Contracting?

2 A Title was vice president and project
3 manager.

4 Q And what were your -- were you the
5 project manager for this bingo job?

6 A Correct.

7 Q What were your duties as the
8 officer -- as the officer of the company,
9 project manager, with respect to this job?

10 A As project manager, I would coordinate
11 with work with the field.

12 Q The field?

13 A The field employees. I would
14 coordinate the work and make sure they knew what
15 work to perform. I would be in charge of
16 approving any materials or labor that was used
17 on the job and coordinate any of the office
18 staff, payroll. I would approve time sheets.
19 Pretty much anything that had to do with that
20 job comes through the project manager.

21 Q All right. Now, let's go back and
22 explain to Judge Cooper how you ended up getting
23 up with Mr. Wayne Kirby on or about April 8th,
24 2008?

25 A That one day I received a phone call

1 from my nephew, Nick Brock, who was working at
2 the Blue Marlin restaurant, and he said that ---

3 MR. BRUNER: Objection, Your Honor.

4 MR. McDONALD: We're not offering it for
5 the truth of the matter asserted. We are just
6 offering it as notice to him.

7 THE COURT: Overruled, go ahead.

8 THE WITNESS: He said he had a buddy that
9 needed some help with electrical work. He gave
10 me a phone number of someone. I called that
11 person. They gave me Wayne Kirby's name and
12 phone number at that time. That was when I had
13 contacted Wayne Kirby the first time.

14 DIRECT EXAMINATION CONTINUED

15 BY MR. McDONALD:

16 Q So you called Wayne Kirby?

17 A That's correct.

18 Q Wayne Kirby didn't call you. Right?

19 A No.

20 Q All right. What did you talk about
21 with Mr. Kirby when you got him by phone?

22 A Say that again.

23 Q What did you talk about? Did you have
24 a phone conversation?

25 A I told him the phone conversation that

1 I heard, that he was needing some help with
2 electrical work. I had no idea where -- what,
3 you know, what it was. He told me that he was
4 working on the Carolina Bingo and we made
5 arrangements to meet on the job site and it was
6 late afternoon. I would say four o'clock or so.
7 So I was there at four o'clock and I believe
8 Mr. Kirby came there about thirty minutes later.
9 He came up and had -- he had keys. If I
10 remember correctly, the building was locked at
11 that time because it was after anybody had left.
12 So, he had the keys with him ---

13 Q Let's stop for a second right there,
14 just so maybe Judge Cooper can get a form of
15 reference. Look at Exhibit 12, Let's look at
16 some pictures?

17 A Okay.

18 Q Maybe will help understand what we're
19 talking about better. This is the front of the
20 building; is that right? 12-A?

21 A That is correct. The --

22 Q And few look at 12-B, Tom, we see a
23 Winn-Dixie sign there. This was an old
24 Winn-Dixie store?

25 A Correct.

1 Q All right.

2 Q All right. So, in general this was
3 the layout; correct?

4 A That is correct. The ---

5 Q All right. So you met with Mr. Kirby
6 on the job site. Did he let you in the premises
7 to take a look around?

8 A Correct. We walked into the building and
9 proceeded to walk around and look at what the work
10 was. At that time there were no -- it was kind of
11 a blank shell at that point. There was no ceiling
12 tile in this area. It was ceiling grid in the
13 building. There were some light fixtures in the
14 back that were just sitting in the ceiling grid.

15 There was no electrical, which was what I was
16 mainly looking at in this area -- not a lot of
17 finished electrical work. There was an area up
18 front that had concessions or looked like it was
19 a -- some kind of popcorn vending or an area where
20 there could be serve food or something.

21 So we walked around and then we went into the
22 back of the building. That was where the main
23 electrical room was. It was originally for the
24 Winn-Dixie. There was a lot of electrical work
25 that was originally in the Winn-Dixie. When I saw

1 that,

2 -- it was pretty much a chaos type thing.

3 Without looking at a whole lot, we talked
4 about the electrical contractor or the electrical
5 person that he had working on the job. He
6 mentioned that he needed to open up the Bingo by
7 May 1st or he was going to lose a lot of money.

8 Q Let me stop you right there.

9 A I don't know how ---

10 Q You went to the back where the
11 electrical panels were to the facility?

12 A Correct.

13 Q And what was your observation of the
14 condition of that area?

15 A It was a pretty bad situation.

16 MR. BRUNER: Objection, Your Honor.

17 THE WITNESS: The --

18 THE COURT: What's the objection?

19 MR. BRUNER: His opinion on the state of
20 the electrical work in the back room is
21 inadmissible. He hadn't been -- the witness
22 hadn't been offered as an expert.

23 MR. McDONALD: I'm asking.

24 MR. BRUNER: He can testify to what he
25 saw. He can testify as to his opinion on the

1 condition of that work. But I don't think
2 that's admissible.

3 THE COURT: Well, a) we don't have a
4 jury, but I think he's -- I'm not sure he's -- I
5 think a) he probably could qualify him, if
6 counsel chooses to qualify him; and b), I think
7 he's testifying about what he observed so
8 overruled.

9 MR. McDONALD: Judge, I'll note that I'm
10 getting double teamed a little bit here. I
11 don't know which lawyer is going to
12 cross-examine, but I think we need to stick to
13 one.

14 THE COURT: All right, ---

15 MR. McDONALD: I'll move on.

16 THE COURT: --- that's fair.

17 DIRECT EXAMINATION CONTINUED

18 BY MR. McDONALD:

19 Q And what was your observations of the
20 back panel area Mr. Brock?

21 A It was very dangerous, for one.
22 Without realizing what it was, this was actually
23 an operating electrical close yet because the
24 Comedy House was actually holding all the --
25 they were either open for business or either

1 auditioning for staff that date that I walked
2 in. The comedy club was operational for all
3 practical purposes. I didn't -- I made it a
4 visit twice, but this electrical room served the
5 comedy club and the spaces that we were looking
6 at.

7 There were wires hanging out from every one
8 of the panels. It appeared that someone had
9 basically robbed as much copper wire out of the
10 room to -- as they could from when the --
11 apparently the ---

12 MR. BRUNER: Objection, Your Honor
13 speculation.

14 THE COURT: Let's move on. Your own
15 personal knowledge, Mr. Brock.

16 THE WITNESS: But it was very hazardous,
17 for one, to be an operating electrical room. It
18 was very -- it would have been dangerous for a
19 non-sophisticated person to walk into that room.
20 It was not a looked room at that point in time.
21 But that's, you know, from our first initial
22 walk through, we had no idea what ---

23 DIRECT EXAMINATION CONTINUED

24 BY MR. McDONALD:

25 Q What was your -- did Mr. Kirby convey

1 to you what needed to be done? You mentioned an
2 opening date? Did he convey to you what ---

3 A He said he needed to get the
4 electrical work finished and he had an
5 electrician or somebody that was working on
6 that. The first day we were there we didn't
7 observe anybody actually working. When he
8 mentioned the date that he wanted to open up the
9 building, it was obvious from my perspective
10 that there was no way that it was going to open
11 up anywhere near that time without a lot of work
12 on the electrical side.

13 Q Did you convey to Mr. Kirby that you
14 believed there was a lot of work that needed to
15 be done?

16 A Yes. And at that time ---

17 Q What did you tell him?

18 A He mentioned something about how much
19 he had paid the other contractor. I don't know
20 the exact figure he said, but I do know I said
21 he had way overpaid that person. The work that
22 had been done was probably \$5,000 worth of work
23 at that point that I saw that had been done for
24 the spaces that I looked at.

25 Q What needed to be done to get the

1 space operational so that it could function as a
2 bingo space?

3 A The -- the major things that had to be
4 done, the receptacle circuits had to be ran in
5 the seeding. The circuits for the light
6 fixtures had to be run in the ceiling. The HVAC
7 units were sitting on the roof curb and they had
8 no power wiring to the HVAC units.

9 Q Now, how many -- were there a few or a
10 good number of HVAC units?

11 A I didn't count exactly but it was
12 approximately fifteen units.

13 Q I show you Exhibit 10 which is a set
14 of plans that have been admitted. A large set
15 of plans, if I may approach, please it's on the
16 back page here.

17 What are these boxes on this handwritten
18 drawing?

19 THE COURT: You can come down.

20 THE WITNESS: Those are AC unit numbers.

21 MR. McDONALD: Thank you, Judge.

22 DIRECT EXAMINATION CONTINUED

23 BY MR. McDONALD:

24 Q Now, if you can explain to Judge
25 Cooper, these are -- what boxes?

1 electrical panel to the unit; the amount of
2 disconnect on the unit; put a breaker in the
3 panel; pull wire into the conduit; and,
4 terminate the wires on both ends.

5 Q Is that a lot of work, in your
6 opinion, a little bit of work?

7 A A lot of work.

8 Q And did Mr. Kirby mention to you when
9 you met with him on or about April 8th whether
10 he had any particular time constraints about
11 getting this space running?

12 A He said that he had to open it on
13 May 1st. That was what he had said to me,
14 that's correct.

15 Q All right. So you told us you met
16 with Mr. Kirby. The records show you started
17 working the next day, April 9th I believe?

18 A I believe.

19 Q Is that right?

20 A Correct.

21 Q Okay. Now, why did you load up and
22 send people out there on April 9th?

23 A Hindsight is 20/20, but I think I had
24 a big heart. The guy needed to help his
25 building up. He was going to lose a lot of

1 money if his bingo place was not operational.

2 Q Did you have any discussions with
3 Mr. Kirby about payment to Boykin for performing
4 this work?

5 A The discussion I had with him, he said
6 he would like for me to work and meet his
7 electrical guy. I emphatically told him I would
8 not do anything with his electrical guy. I
9 would not -- from the looks of what I saw, I
10 knew that whoever was doing the work was not
11 exactly the most professional person I'd ever
12 met.

13 Q So what did you -- what were the terms
14 that you told Mr. Kirby that you, Boykin, would
15 do the work?

16 A We would do the work and send the bill
17 for the cost of the work.

18 Q You had those discussions with
19 Mr. Kirby, face-to-face with him?

20 A That's correct.

21 Q And what was his response?

22 A 'I need to open it up.'

23 Q And so y'all -- did you have -- how
24 did you get labor for this job?

25 A It was about five o'clock, if I

1 remember, that day, so I got on the phone and I
2 called Jim sharper and Chips Barrs to find out
3 what job they were working on and if they could
4 postpone what they were going to be doing and
5 come on out and start work. They were working
6 in town on other jobs so they - Jim is more of a
7 - Jim is a supervisor, been working with me
8 since January 4, 1984, if I remember correctly.
9 I called him, asked him to get me help, how many
10 people he might have. He got two people from
11 his crew, Sam Williams and - and, uh, they came
12 out the next day. Chip Barrs came over. I
13 think he brought Jonathan and somebody else from
14 the job he was working on, and so they came out.
15 I met them the next day.

16 Q Now, when you met with Mr. Kirby on
17 April 8th, did he mention to you this company he
18 apparently has called Kirby Enterprises?

19 A Never heard of Kirby Enterprises at
20 that time. The permit card on this door said
21 Wayne Kirby.

22 Q Look at Exhibit 5, Mr. Brock. Do you
23 have five?

24 A (No verbal response).

25 Q Is this what you're referring to?

1 A This ---

2 Q This is the Richland County?

3 A This isn't the actual card that was on
4 the door. They give you a yellow card with --
5 that they fill out at Richland County, and they
6 put on that card -- they do it in black
7 highlighter the pretty basic information: the
8 permit number, which is the most important
9 thing, and then the owner or contractor. All it
10 had on there was Wayne Kirby.

11 Q Who was the owner listed there on
12 Exhibit 5?

13 A Wayne K. Kirby.

14 Q Look at Exhibit 6, which is the
15 certificate of occupancy for the premise. Who
16 is the owner? Who is listed as the owner of the
17 building?

18 A Wayne K Kirby.

19 Q Now, you've had occasion to fill out
20 building permits in your career; is that right,
21 Mr. Brock?

22 A That's correct.

23 Q And when you list the owner, how do
24 you -- how do you get that information of who is
25 the owner?

1 A It's usually the person that's
2 responsible for the ---

3 MR. BRUNER: Objection, relevance, Your
4 Honor.

5 THE COURT: Overruled.

6 DIRECT EXAMINATION CONTINUED

7 BY MR. McDONALD:

8 Q How do you get the information you
9 need to list the owner on the building permit?

10 A Well, whoever is the person that's
11 going to pay the work.

12 Q All right. Do you remember where you
13 got these plans from? How did Boykin come into
14 possession of this?

15 A Mr. Kirby gave me a set of those
16 plans.

17 Q Was that when you met with him out
18 there?

19 A That's correct. It was -- two things
20 happened that day that I remember. I got a set
21 of plans and he gave me a key to the building.

22 Q Now, did Mr. Kirby ever follow up with
23 you at any time on Boykin's working out there
24 about 'are you working for Larry Palmer or D A B
25 Electrical or anybody over them'?

1 A He called one day and want me to meet
2 Larry Palmer, I guess is his name. So I went
3 back out to the job site and we met, and
4 Mr. Palmer was talking and he wasn't making a
5 lot of sense about, you know, he had done the
6 work and he was going to be doing some work. At
7 that point, I just looked at Mr. Kirby and said,
8 'I'm not working for Larry Palmer.'

9 Q All right. Mr. Brock, about how long
10 did Boykin work out at the space?

11 A I think we worked for four-and-a-half
12 weeks, I believe. I can look for sure, here.

13 Q Look at whatever you need to.

14 A We have certified payrolls that we
15 used there, so -- (upon review), we worked there
16 five weeks.

17 Q Look at Exhibit 1, which is a job cost
18 analysis if you have the first page there's some
19 payroll entries and there's some dates, 5/8 and
20 5/15?

21 A Okay. The first category is
22 supervisors, that would have been Chip Barrs and
23 Jim Sharp.

24 Q Okay. The last date is 5/15. That's
25 the dates that ---

1 A 5/15 is the check date of the payroll,
2 so it would have been for six days prior to
3 that. May 9th, approximately. I could look at
4 the payroll to tell you exactly.

5 Q So sometime around May 9th, 10th, in
6 there was the last day of work? Go ahead and
7 look at the payroll records on Exhibit 2 if that
8 would help.

9 A. (Reviewing)

10 Q You can take them out. They might be
11 stapled. I apologize for that?

12 A It looks like we had two hours of work
13 on the 7th, which was a Wednesday. So May 7th
14 was the last day that we physically worked on
15 that particular space with electricians and
16 supervisors.

17 Q So it shows the first day was April
18 9th?

19 A First day is April 9th, the last date
20 was May 7th.

21 Q Approximately a month?

22 A One month.

23 Q All right. Now, look at Exhibit 3,
24 Mr. Brock, which is an application certification
25 for payment. Is this your signature under the

1 contractor line, Boykin Contracting?

2 A That is correct. That's my signature.
3 The notary public is Tara Outlaw.

4 Q Did you have any role in the
5 preparation of this application and certificate
6 for payment?

7 A I prepared the application for
8 payment.

9 Q You did?

10 A I prepared the application for
11 payment, for the line items that were on the
12 second page of the payout, yes.

13 Q Now, I notice it's sent to Carolina
14 Gold Bingo. Why was it sent to Carolina Gold
15 Bingo?

16 A That's what was space was called. It
17 was Carolina Gold Bingo. The plans we had said
18 Carolina Gold. When we set it up in the
19 accounting system, that's what you put in to get
20 reference back to the job and it prints out on
21 the application for payment out of the system.

22 Q Where was it -- was this delivered to
23 Mr. Kirby, this Exhibit 3?

24 A We hand-delivered it to Mr. Kirby's
25 office although -- I believe it's called Carpet

1 One on -- right at Greystone Boulevard.

2 Q Right. Near the zoo?

3 A Near the zoo, correct, -- Browning
4 Road or something like that.

5 Q Was there anything else? Do you know
6 if anything other than what's before us as
7 Exhibit 3 was delivered to Mr. Kirby?

8 A I'm pretty sure we delivered backup to
9 the figures that we listed on the material
10 equipment, Other, and then labor and then the
11 payroll taxes. We have attached copies of that
12 to give a breakdown of where the charges came.

13 Q Now have how did you -- you said you
14 prepared it. How did you come up with -- on the
15 second page, the continuation sheets, it's got a
16 line item for materials, a line for labor, a
17 line for payroll taxes, insurance, overhead and
18 profit. How did you come up with these figures,
19 Mr. Brock?

20 A We run a job cost report in the
21 accounting system. That's in Exhibit 1. Then
22 basically we put it into three different line
23 items off of this job cost analysis. This job
24 cost analysis is actually run -- this particular
25 one because in our system you can pull it at any

1 time and I think that we pulled this particular
2 report in 2009, so this would not have been --
3 the original date would have been -- could have
4 been pulled different. I'm not sure.

5 Q You used what is marked as Exhibit 1,
6 in its form, at that time on your system to
7 prepare Exhibit 3?

8 A That's correct.

9 Q And Exhibit 1 is the job cost analysis
10 that has labor, materials and other expenses?

11 A That's correct.

12 Q We'll talk a little bit more about
13 that in a second. All right. Now, did you get
14 a response from Mr. Kirby when you delivered
15 Plaintiff's Exhibit 3 to his attention at Carpet
16 One?

17 A Initially I didn't get a response. It
18 was probably a month later maybe that we -- I
19 called Mr. Kirby and asked him about payment.
20 That was the first time that he expressed
21 dissatisfaction at the bill.

22 At that time -- I don't remember the name
23 of the person, but he said that he had a partner
24 in the room and they had disagreed with it or
25 something. I didn't know who that was, so I

1 can't speak to who that was. But at the time I
2 called him, they were together in the same room.
3 I never talked to the other gentleman. I only
4 talked with Wayne Kirby.

5 Q All right. Did you ever -- you talked
6 to him on the phone?

7 A On the phone.

8 Q Did you ever meet with him in person?

9 A I don't think I ever met him in person
10 after the job was over.

11 Q When you spoke to him on the phone,
12 did Mr. Kirby tell you that this ought to be
13 sent to any other entity?

14 A No.

15 Q What were the complaints that he
16 relayed to you in that phone conversation?

17 A He didn't have any money to pay the
18 bill. He had run out of money or they had --
19 the 'bill was too high; we didn't do that much
20 work.'

21 Q All right. Let's talk about -- just a
22 little bit, Mr. Brock, about how you -- how you
23 track the job cost. Labor. How in this
24 specific instance did Boykin track its labor
25 cost on the work at the bingo space?

1 A At the end of the week the superin-
2 tendents turn in a time sheet with the number of
3 hours they work on any job. Those are approved
4 by the project manager and sent to the payroll
5 staff, who on Monday enter all the time into the
6 computer and pay the people for the week.

7 Q Did you have any role in making sure
8 that time that these folks that were on the time
9 sheets was coded to this job?

10 A We always approve that, yes. We
11 approve all the time sheets.

12 Q "We" being who?

13 A Me. Projects manager on any job for
14 the whole company, but on this particular job I
15 was the project manager, so I approved the
16 number of hours that were turned in by the
17 superintendent.

18 Q Then looking at what's in Exhibit 2,
19 this is what we call a certified payroll form?

20 A This is a certified payroll that we
21 would normally -- all of our government
22 projects, we have to send one of these in every
23 week. This particular job, we went ahead and
24 printed it out that shows the certified payroll.
25 It's basically that we're certifying that the

1 wages were paid and that we don't owe any other
2 material workmen for the job.

3 Q This was obviously a private job. No
4 such requirement for certified payroll?

5 A No. That would not require certified
6 payroll. We did it, I guess, as an "extra" to
7 show more documentation of who was on the job
8 and what hours they had worked individually.

9 Q So this list, the people that were
10 working on the Carolina Gold Bingo job?

11 A That is correct.

12 Q And it lists their hours every day; is
13 that right?

14 A That's correct.

15 Q And that comes from the time sheets?

16 A It comes from the time sheet, but it
17 also is generated after entry into the payroll
18 system. That's where you come up with the total
19 gross wages and the FICA withholding, 401(k),
20 State tax and other.

21 Q Okay. Going back to Exhibit 1, the
22 job cost analysis, this has throughout it
23 payroll on various pages at various places.
24 Does this report have all of the -- reflect the
25 amounts paid to workers that worked on Job 699?

1 A That is correct. It would be the
2 gross wages for that employee for that project.

3 Q And did you assign the job -- is that
4 customary for Boykin to give the project a job
5 number?

6 A That's correct. This particular job
7 was 699.

8 Q Okay. All right. All right. Now,
9 let's talk about -- there is also on Exhibit 1 a
10 list of materials. If you'll look on page four,
11 I believe, four and five and over on page six
12 there's a listing of expenses that appear to be
13 from the electrical supply house, do you see
14 that?

15 A That is correct.

16 Q Okay. What is this? What are we
17 seeing here, Mr. Brock?

18 A The first thing is you have a cost
19 code. That would specify what type of material;
20 for instance, the 16-120 cost code, I believe,
21 is conduit. You have conduit, wire, boxes. You
22 have maybe ten different electric cost codes
23 that would be assigned in the accounting
24 department as to what materials it was.

25 Q Now, look at Exhibit 11, Mr. Brock?

1 A Okay.

2 Q What are these that are ---

3 A All of these are copies of invoices
4 for materials for the job. This is the backup
5 to the accounting.

6 Q All right. Now, there's some
7 handwriting that says?

8 A Let's start, if you would - where the
9 box is where the approval process starts.

10 Q All right. The box, there's a stamp
11 on there that it looks like it says approved by.
12 Whose initials --

13 A That's my initials, TEB.

14 Q Okay. So did you approve all of these
15 invoices in here?

16 A Correct. Right below there would have
17 been the date that it was actually entered into
18 the system by TW, which is Tara Wetham
19 (phonetic). That means she entered it into the
20 computer on that date.

21 Q Did you review these invoices to make
22 sure it was appropriate to charge it to Job 699?

23 A Every one, yes, every invoice.

24 Q Okay. And do you know whose
25 handwriting this is? This is back office and an

1 arrow down there?

2 A That is Chip Barr's handwriting. This
3 was put on there after we met and the question
4 came up about where the work was performed,
5 because there was some question about whether we
6 did work that was not authorized by Mr. Kirby,
7 so Chip Barrs basically wrote down - broke it
8 into a couple different areas. We have back
9 office, which is from the fire wall in the back
10 where the panels are. You've got ---

11 Q Okay. The next invoice, the second
12 one in City Electrical Supply said there is a no
13 AC units?

14 A Correct.

15 Q That would mean that relates to the
16 rooftop?

17 A All of those are rooftop units,
18 correct.

19 Q Okay. Now, do these invoices that are
20 in Exhibit 11, do you believe they match up with
21 what's listed on in Exhibit 1, the job cost
22 analysis?

23 A That's the only way they could be --
24 they have to be.

25 Q Okay. Now, there is also -- on

1 Exhibit 1 there's credit card charges. BB&T
2 credit cards. Does Boykin issue company credit
3 cards to any of its employees?

4 A That's correct.

5 Q To who?

6 A Supervisors. If you're a supervisor,
7 you would have a credit card. On this
8 particular job, I believe we actually had three
9 supervisors that had credit cards: Chip Barrs,
10 Sam Williams and Jim Sharp.

11 Q What kind of things are they allowed
12 to purchase on these credit cards?

13 A Gas for the trucks, miscellaneous
14 materials that they have to go to a Lowe's or a
15 Home Depot. That's the majority of the charges.

16 Q Okay. Now, who reviews and reconciles
17 these credit card statements?

18 A Linda McCoy.

19 Q And this is Ms. McCoy over here.

20 A Correct.

21 Q Now, going back to Exhibit 3, wrapping
22 up, Mr. Brock, when was this sent to Mr. Kirby?

23 A The invoice?

24 Q Yes. The application certificate for
25 payment?

1 A July 31st or August 1st would have
2 been the date that it would have been delivered.

3 Q Okay. Now, did you have any specific
4 discussions with Mr. Kirby about when payment
5 would be due after presentment of ---

6 A Not specifically, no.

7 Q All right. What was your expectation
8 in terms of getting paid on this?

9 A Thirty days after receipt is typical.
10 Thirty days after receipt of the invoice.

11 Q So you were -- as I understand it, you
12 would have been expecting payment sometime in
13 early September 2008?

14 A That's correct.

15 Q Do you remember, did you authorize me
16 to file a mechanic's lien on this property?

17 A Yes, we did.

18 Q And do you remember what date that
19 lien was filed, Mr. Brock?

20 A October 27th maybe. I'm ---

21 Q This is a filed certificate and
22 mechanic's lien that bears -- what date is it on
23 the date stamp, Mr. Brock?

24 A October 27th, 2008.

25 Q Okay. So certainly at this time you

1 were making it known you wanted to get paid?

2 A Correct.

3 Q Tom, you said you reviewed this
4 applicationand certification for payment,
5 Exhibit 3; correct?

6 A I reviewed it.

7 Q You prepared it?

8 A That is correct.

9 Q Okay. And in preparing it, did you --
10 what was your belief as to the amount? Did you
11 find it to be higher than you thought, lower
12 than you thought?

13 A It was pretty reasonable for the
14 amount of work that we -- you know, I had the
15 best electricians in the company on this job.
16 Had a lot of copper wire, uh, a very short
17 period of time to get the work done, so -- we
18 generate, you know, \$1.8 Million dollars worth
19 of invoices month, so a \$67,000 invoice is not a
20 huge invoice; but it's, you know, for one
21 month's work it would be typical.

22 Q Thank you, Tom. That's all the
23 questions I have for you right now.

24 THE COURT: Cross-examination?

25 CROSS EXAMINATION

1 BY MR. BRUNER:

2 Q. Good morning Mr. Brock.

3 A Good morning.

4 Q My name is Ben Bruner. We haven't met
5 before, that I recall at least.

6 You told the court about your experience as
7 an electrical contractor. As I do the math,
8 it's about forty years; is that right?

9 A That's correct.

10 Q So you're a pretty highly
11 sophisticated electrical contractor, is that
12 fair to say?

13 A Probably one of the best.

14 Q And you know more about that than
15 Mr. Kirby?

16 A An awful lot more than.

17 Q And typically in your business you
18 would enter into a contract?

19 A That is correct.

20 Q And in your government work, you would
21 have a contract, and with other private
22 companies, -- typically you have a written
23 contract; is that correct?

24 A That's right.

25 Q And that sets out a quote for prices

1 A We didn't have anything in writing for
2 the contract.

3 Q So this contract you're alleging
4 really is not at all like your typical business
5 transaction for Boykin Contracting; isn't that
6 right?

7 A It's a handshake agreement.

8 Q And you in fact didn't even know who
9 you were -- who you thought you were contracting
10 with; is that right?

11 A I knew who I was contracting with
12 Kirby.

13 Q Who was that?

14 A Wayne Kirby.

15 Q Wayne Kirby. That's based on the
16 permit you saw in the window, right?

17 A That's based on that's the only person
18 I knew for that space.

19 Q Okay. But if you had gotten a written
20 contract, you would have known who you were
21 contracting with?

22 A If you have a written contract then
23 you have who the owner is and who the contractor
24 is, you have it typed in there - that's correct.

25 Q And if you as the sophisticated

1 no, you did not.

2 Q And that's according to the ordinance?

3 A You have to list out who your
4 contractor is and what that allows is the owner
5 or the general contractor to pay one lump sum
6 for the permit fee.

7 Q I understand what your belief is but
8 are you basing that on your interpretation of
9 the Richland County ordinance or are you a
10 Richland County building inspector?

11 A I'm not a Richland County building
12 inspector.

13 Q So it would be your interpretation of
14 the ordinance, right?

15 A That is correct.

16 Q And that ordinance required at the
17 time that you as an electrical contractor pull a
18 separate permit for the installation of
19 electrical work in a commercial building; is
20 that right?

21 A I don't have knowledge of that.

22 Q Okay. You didn't pull a permit, and
23 you thought you were good under Hemphill's
24 permit; right?

25 A Wayne Kirby's permit. That's the name

1 on the door.

2 Q Who was the general contractor on the
3 permit that was on the door? Do we need to
4 refer to Exhibit 6?

5 A There was no other name listed on
6 there.

7 Q I'm sorry. As I understood your
8 testimony, you saw the permit on the door, which
9 was Exhibit 5?

10 A No, that's not correct. The permit
11 card was on the door, which was a yellow
12 cardboard card.

13 Q Okay.

14 A It was issued with the permit number.
15 It said "Richland County" and it had ---

16 Q Uh-huh.

17 A --- the owner's name on it. It has a
18 description of the property, which in this case
19 said "Carolina Gold" and it's signed by the
20 building official. That is what is given to
21 someone, that has to be displayed on the job at
22 all times so that when they do on inspection ---

23 Q Okay. But you're telling me you don't
24 know who pulled the permit. That permit card
25 didn't have the general contractor listed on it.

1 Is that your testimony?

2 A It had the person that pulled the
3 permit, was Wayne Kirby.

4 Q And do you have a copy of that permit
5 right now?

6 A No, I do not.

7 Q Okay. And your counsel requested
8 records from Richland County for all permits for
9 all permits and inspections performed on this
10 building from January 1st 2007 to December 31st
11 2008, right?

12 A I'm assuming that's correct.

13 Q And that time period completely
14 encompasses all the work you would have done on
15 this job, right?

16 A Right.

17 Q So if Mr. Kirby pulled the permit
18 individually as you say, as the owner of this
19 building, then that would have been produced;
20 don't you think?

21 A Been produced on the job site?

22 Q No. Don't you think the County would
23 have produced that record with all the other
24 permits for this building?

25 A They would not have the yellow card

1 placard that's on the door. That is given to
2 the person to post on the job. A copy of the
3 permit is never actually posted.

4 Q That's true but they would have a
5 permit application, wouldn't they?

6 A They should have a permit application,
7 that is correct.

8 Q Have you looked at all the permit
9 applications for this building that were
10 produced from Richland County?

11 A I briefly looked at ---

12 Q Would you be surprised to learn that
13 there was not a permanent application from
14 Mr. Kirby, individually, for this building?

15 A I would be surprised.

16 Q Okay. And would you surprised to
17 learn that the only permit was by Hemphill &
18 Associates as the General Contractor; building
19 permit for Unit 300?

20 A Okay. If that's the case. I don't
21 know anything else.

22 Q Okay. Now, you as a sophisticated
23 electrical contractor are saying you just didn't
24 know, right?

25 A Other than what was on the -- other

1 than what was on the door, that's correct.

2 Q Okay. And you don't think you had to
3 have a separate one?

4 A That's correct.

5 Q Because if you had to have a separate
6 one, you would have found out who the owner was
7 by the process that Boykin goes through to
8 determine how to file out an application, right?

9 A When you get a permit, you would have
10 the permit number that's on the door.

11 Q Uh-uh?

12 A And then they would do the paperwork
13 and ---

14 Q And if you pulled the permit, you
15 would ask who the responsible party, who the
16 owner was for this building so you that you
17 could list that on the application; right?

18 A If we were doing a separate
19 application.

20 Q And Richland County does actually
21 offer a separate electrical permit application,
22 don't they?

23 A That's correct.

24 Q Okay. But you didn't pull one. You
25 didn't fill that application out for this job?

1 A That is correct.

2 Q Okay.

3 A In Richland County, the only time we
4 pull an electrical permit is if it were a
5 hundred percent electrical job and we're
6 responsible for the entire job.

7 Q And that's based on your
8 interpretation of the ordinance. Again, you're
9 not a Richland County official?

10 A No, I am not.

11 Q Are you an attorney?

12 A I am not.

13 Q Are you an expert on the law?

14 A Absolutely not.

15 Q Okay. But if you filled out that
16 permit application, you also would have filled
17 out a project value, wouldn't you, the cost of
18 the project?

19 A That's -- the permit fee is based on
20 the contract amount.

21 Q That's right and that would have
22 required you to have some sort of agreement as
23 to the cost of the job, wouldn't it have?

24 A You can approximate it, but yes.

25 Q Now, let's look at Exhibit 1, if you

1 would please, sir. . As I understood your
2 testimony, this job cost analysis is formed from
3 the data that was entered into your system as
4 the project went along; is that right?

5 A That's correct.

6 Q Okay. So this is information you had
7 and you could have run this report for Mr. Kirby
8 at any time, right?

9 A As the information is entered, yes.

10 Q But you didn't?

11 A No.

12 Q And, in fact, I believe you said that
13 you relied on this analysis on Exhibit 1 when
14 you completed Exhibit 3, which is the pay
15 application?

16 A That's correct.

17 Q Then why is it that the date on the
18 job analysis report on Exhibit 1 is March 6,
19 2009?

20 A We couldn't find the original
21 analysis that we did on that day, so it was ---

22 Q Okay. So this was run afterwards.

23 A Yes.

24 Q We don't even have the original
25 analysis you used; is that right?

1 A One of my runners hand delivered it,
2 yes, Linda.

3 Q Okay. We'll get to that in a minute.
4 Turn to Exhibit 2.

5 A Exhibit 2?

6 Q I have one question about Exhibit 1.
7 These BB&T credit card charges, would you agree
8 with me they are mostly for fuel charges and gas
9 station charges?

10 A Correct.

11 Q So Mr. Kirby told you he agreed to pay
12 the cost to fuel up all your trucks for an in-
13 town job?

14 A That is our standard procedure for
15 Boykin Contracting, is for the superintendents
16 who are driving trucks to put gas in the trucks,
17 that's right.

18 Q Okay. It's your standard procedure to
19 make sure the job is properly permitted, too;
20 right?

21 A We always try to do that, that's
22 correct.

23 Q Okay. You always try to do that?

24 A That's correct.

25 Q And it's your standard procedure to

1 get a written contract before you do \$74,000

2 worth of work?

3 A That's correct.

4 Q Okay. But you didn't do either of

5 those in this case?

6 A Did not.

7 Q All right. Turn to Exhibit 2 for me,

8 please. I believe you said this wasn't required

9 but you did it anyway, right?

10 A That's correct.

11 Q This is the certified payroll.

12 Certified means that it is sworn to be true and

13 correct; is that right?

14 A That's correct.

15 Q So this is true and, correct?

16 A That is right.

17 Q All right. And you kept track of this

18 payroll weekly?

19 A Linda McCoy kept track of the payroll

20 weekly, yes. She is the HR payroll person.

21 Q Okay. So at any time, if you would

22 turn this in weekly, Mr. Kirby would have an

23 idea of how much it was costing Kirby

24 Enterprises for you to do this work; right?

25 A In the normal course of business - for

1 A It appears they are checked the same.

2 Q Turn to Exhibit 3 for me, please?

3 A Say that again.

4 Q Are you on Exhibit 3?

5 A Three.

6 Q Who is listed as the owner on your
7 payout?

8 A Carolina Gold Bingo.

9 Q You don't list Wayne Kirby, do you?

10 A I do not.

11 Q Because he wasn't in this
12 individually, was he?

13 A That was the name of the job that was
14 listed on the owner. That was in our computer
15 system, that was generated.

16 Q How does that name get into the
17 computer system?

18 A A clerk enters the name in.

19 Q How does the clerk know what to enter?

20 A To the best of their knowledge when
21 they enter a job number, they put what they have
22 available.

23 Q Isn't it true that's what's on the
24 payroll because that's what you told somebody to
25 enter into the system?

1 A On the payment here?

2 Q On the pay out?

3 A On the pay out?

4 Q Yes, sir.

5 A That was the name of the job with an
6 address.

7 Q And it does not list Wayne Kirby?

8 A It does not.

9 Q In fact, if you look over on the
10 right-hand side, there is a space for contract
11 date. There is no date listed there, is there?

12 A There is not.

13 Q Because y'all didn't have a contract?

14 A We don't have a written contract..

15 Q And you signed this as certified on --
16 it's notarized on July 31st, 2008, right?

17 A That's correct.

18 Q You testified your last day of work I
19 believe is May 7th?

20 A That's correct.

21 Q Okay. So nearly three months after
22 the job is over, you haven't given any invoices
23 to Mr. Kirby; right?

24 A That's correct.

25 Q You haven't sent anybody any invoices

1 for this job. You haven't issued any draw
2 requests. You haven't given any estimates or
3 quotes. Then you drop off this \$74,000 bill
4 three months later, right?

5 A On July 31st, which is however long
6 that is; that's correct.

7 Q Okay. This is the first time there
8 was any price given for this job, right?

9 A That is correct.

10 Q And you never told Mr. Kirby or anyone
11 running this project that it was going to cost
12 \$73,000 in materials to finish the work, did
13 you?

14 A No. I had no idea how to do that with
15 the amount of work that had to be done.

16 Q Well, did you tell him it was going to
17 cost more than \$25,000?

18 A I have told him it was going to be a
19 lot of money.

20 Q Did you give him a number?

21 A I don't think I ever gave him a dollar
22 figure.

23 Q You never told him it would cost
24 \$22,000 for all the labor to finish this job,
25 right?

1 A No.

2 Q And he never agreed to pay profit --
3 the P.R., taxes, insurance and he never agreed
4 to pay your overhead and profits; right?

5 A Other than a simple agreement that is
6 was time and materials with reasonable overhead
7 and profit.

8 Q In fact, the time and material that we
9 see here, the material, \$33,000, and the time,
10 labor adds up to a little over \$54,000. Did I
11 add that correctly?

12 A That's correct.

13 Q Okay. And you say Wayne Kirby was the
14 owner?

15
16 A (No verbal response).

17 Q Because that's who you dealt with?

18 A That's correct. It was my assumption
19 that he owned Carolina Gold Bingo.

20 Q Okay. Did you ever pull any records,
21 public records to find out who owned that land?

22 A Yes. The land is owned by ---

23 Q L.N. Dentsville.

24 A Yes.

25 Q You found all that out after the job?

26 A After the job, right.

1 Q You didn't know who owned the land
2 when you were you were working on the project?

3 A Did not.

4 Q You did not know who the tenant was
5 when you were working on the project, right?

6 A Wayne Kirby.

7 Q You knew Wayne Kirby was the tenant?
8 And was that because you saw a copy of the
9 lease?

10 A No.

11 Q No. You didn't see that until after
12 the project was over, did you?

13 A I don't - I'm assuming that I didn't
14 see it then.

15 Q Until this lawsuit? Until you filed
16 this lawsuit?

17 A That is correct.

18 Q Okay. So you didn't know who the
19 tenant was for that property, right?

20 A It was my assumption that it was Wayne
21 Kirby, he was the one that asked us to do the
22 work.

23 Q Because he was the project manager,
24 right?

25 A Never presented himself as the project

1 manager. He always presented himself as the
2 owner. He always spoke in the present tense of,
3 'I've got to open this building.'

4 Q You never speak in the present tense
5 of 'I've got to get this job done' when you are
6 a project manager for Boykin Contracting?

7 A I usually don't state my title. I
8 think everybody knows who I am.

9 Q So you expect people to think when you
10 show up, when you call them for a job, they're
11 contracting with you individually when you go to
12 work every day?

13 A No. I don't present myself as being
14 anybody doing work unless I pay for it myself.

15 Q In fact, the only way Kirby
16 Enterprises could enter into a contract is if
17 Mr. Kirby or somebody else on their behalf went
18 and entered into the contract, right?

19 A That would be my assumption, yes.

20 Q And the only way Boykin Contracting
21 can do business is through its employees, right?

22 A That's correct.

23 Q And if you had pulled records, you
24 would have known that L.N. Dentsville was the
25 owner of the project when you were working on

1 the job; right?

2 A If I had gone -- if I had pulled the
3 records as far as who owned the building, but
4 typically in a building like this you wouldn't
5 be dealing with the person that actually owned
6 the building. It would be the upfit portion of
7 it.

8 Q Okay. But you didn't ask for a copy
9 of the lease to make sure you were dealing with
10 the right person?

11 A No.

12 Q So you didn't know who you were
13 working for?

14 A I assumed I was working for Wayne
15 Kirby.

16 Q But as a matter of fact you did not
17 know who specifically you were working for;
18 isn't that right.

19 A I was working for Wayne Kirby.

20 Q Okay. Do you know anything about
21 bingo operations?

22 A I know to stay away from them.

23 Q Do you know how they're structured?

24 A In South Carolina, you have to --
25 other than the -- the only bingo that I've dealt

1 mind of Mr. Kirby.

2 THE COURT: Sustained.

3 CROSS EXAMINATION CONTINUED

4 BY MR. BRUNER:

5 Q And who writes in who the owner is on
6 this Exhibit 4? Do you know who wrote that?

7 A What exhibit?

8 Q Exhibit 4, where it lists owner.

9 A (No verbal response).

10 Q Did you see anybody write that down?

11 A Looking at this, it looks like the
12 same handwriting of the person at the bottom of
13 the page.

14 Q Okay. And that is Frank Hemphill?

15 A Something.

16 Q But we don't know for sure who?

17 A Right.

18 Q We don't know what investigation he
19 performed when he filled this out, do we?

20 A No.

21 Q So we don't know if he was as diligent
22 in filling out this application as Boykin
23 Contracting usually is when they fill out
24 applications for permits, right?

25 A Well, the dollar value is different

1 A I have would say that these are a true
2 copy. It looks like the one that we pull off of
3 the internet when we get a copy.

4 Q Okay. At that time bottom of the
5 invoice it says "Bingo project"?

6 A Uh-huh.

7 Q You mentioned Mr. Kirby told you that
8 Larry Palmer had performed some work on this
9 job; is that right?

10 A Yeah.

11 Q And as I understood your testimony,
12 you said there was hardly any electrical work
13 done?

14 A That's correct.

15 Q But by the time you came on the job,
16 Mr. Kirby had paid nearly \$20,000 for electrical
17 work?

18 A Mr. Kirby told me that the first day.
19 He might have said twenty-two, twenty-one,
20 nineteen. I don't recall the exact figure, but
21 he was upset -- not upset, but he was concerned,
22 you know, that he had paid that much money at
23 that point in time.

24 Q And that was because you told him he
25 didn't get a good ---

1 A I told him that. ---

2 Q --- outcome for his dollar?

3 A That's correct.

4 Q. You told that all the work in the back
5 panel room was shoddy.

6 A That's correct. I told him that the
7 amount of work done was very little and that he
8 probably made enough money off the copper that
9 he sold to double whatever he got paid, so it
10 was -- I was shocked that state of the job at
11 -that point.

12 Q Okay. So your saying that Larry
13 Palmer sold the copper, is that your testimony?

14 A No. That's not my -- I'm saying that
15 someone removed all the copper wire from the
16 project before we came that day. I have no
17 knowledge of who.

18 Q And that's because the back room was
19 unlocked?

20 A That's -- the back room was unlocked.

21 Q So anybody could have just walked in
22 that room and taken the copper?

23 A That is correct.

24 Q Even though Mr. Kirby had to use a key
25 to get into the building?

1 A Mr. Kirby gave me a key to get into
2 the building.

3 Q So the building was locked, right?

4 A The building itself was locked but you
5 could enter into the Comedy Club and walked into
6 the panel room where the bathrooms are in the
7 back, all the way through the go the bingo hall.

8 Q Because the panel room that you say
9 was in disarray and was hazardous served the
10 entire building; right?

11 A That is correct.

12 Q So if you fixed up the panel room, it
13 wouldn't benefit only Unit 300. It wouldn't
14 only benefit Unit 200, and it wouldn't only
15 benefit Unit 100. It would benefit all three of
16 them, right?

17 A That is correct.

18 Q Is that what we're looking at in your
19 invoices, to the best of your knowledge, when we
20 see "back offices." That's the work in the
21 panel room?

22 A That's anything past the fire wall in
23 the back. That included restrooms, a corridor.
24 They had to have a fire rated corridor to exit
25 out of the comedy club that came back down

1 through there.

2 Q Okay.

3 A So anything from that point back, when
4 we got there it was in the rough-in stage, so
5 from that wall back, that would have been the
6 back offices.

7 Q But that includes the panel room; is
8 that right?

9 A That includes the panel room.

10 Q And how much of the work that you did
11 was specifically for the panel room.

12 A (No verbal response).

13 Q It was a lot of work wasn't it?

14 A The work that we did in the panel
15 room, you can get testimony from Chip and Jim in
16 reference to what they actually did, but the
17 drawings we have did not differentiate any
18 tenant as far as what was what in that back
19 room. For instance the comedy club had wire run
20 to several different wires that were not
21 supposed to be run to those panels. We had to
22 straighten out some of that work so we had room
23 to put wire from the work that we did in the
24 bingo hall.

25 Q Okay. All that - to straight out all

1 that wiring and the panels, you got -- it looks
2 like the place has been ransacked when you walk
3 in there. And it takes a ton of work for you to
4 get that panel room back up to code, is that
5 your testimony?

6 A That is correct.

7 Q Okay.

8 A The -- I can't tell you how much was
9 specifically for the bingo hall itself or the
10 parking lot lights that came into there, so --
11 you know, we have some pretty unsafe conditions
12 that we had to make safe because we were at that
13 point in charge of getting the electrical work.

14 Q Okay. You did -- you fixed the parking
15 lot light issue because David Whigham, who ran
16 the Comedy Club, asked you to. Isn't that
17 right?

18 A No.

19 Q That's not right?

20 A Mr. Kirby asked us to do that.

21 Q Did he ask you specifically?

22 A Jim Sharp.

23 Q He asked Jim Sharp?

24 A Correct.

25 Q At what point in the project was this?

1 A Probably the second week.

2 Q Mr. Sharp is here today?

3 A He is today.

4 Q Okay.

5 A And he can testify to that.

6 Q So you can't give me just a rough
7 percentage of how much of the \$74,000 you're
8 claiming is attributable to the panel room?

9 A No.

10 Q I'd have to ask one of them about it?

11 A That's correct.

12 Q Mr. Kirby told you at the beginning
13 that he paid Larry Palmer twenty thousand
14 dollars and that he was on the budget, right?

15 A He didn't use those words. He told me
16 how much that he had paid out.

17 Q And he told you ---

18 A He never told me how much the contract
19 was for Larry Palmer. I just told him that he
20 had overpaid for the work that had been done.

21 Q And you said that after you had told
22 him that, he appeared to be -- well, he was not
23 happy?

24 A He wasn't.

25 Q So he told you 'do whatever it takes,

1 BY MR. BRUNER:

2 Q Mr. Brock, have you ever seen one of
3 these before?

4 A I can't say that I have.

5 Q Okay. You've never seen a commercial
6 plumbing permit from Richland County?

7 A No, I have not.

8 Q Okay.

9 Q And this is for Unit D-300 right?

10 A That's what it says.

11 Q And that's the same unit that you were
12 working on, right?

13 A I have to trust your -- I don't know
14 for sure.

15 Q You don't know what unit you were
16 working on?

17 A Well, I don't know how they list it
18 here, no, I do not.

19 Q Is 2768 Decker Boulevard the address
20 of the building that you were working on?

21 A That is correct.

22 Q Okay. But you don't know what part of
23 this building you were working on?

24 A I know the part of the building that I
25 can show on the plans, yes.

1 Q Okay. You testified earlier that even
2 though -- I'm sorry, let me rephrase it. You
3 testified earlier that you didn't have to pull a
4 separate commercial electrical permit for this?

5 A That is correct.

6 Q Because Hemphill had pulled a general
7 contractor's permit?

8 A Right.

9 Q And you believed you were covered
10 under that permit?

11 A That is correct.

12 Q Okay. But still your contract was
13 with Wayne Kirby. You didn't have a contract
14 with Hemphill, did you?

15 A I did not.

16 Q Okay.

17 A Never met Hemphill, did not know they
18 were on the job.

19 Q And never called them when they came
20 on the job?

21 A Never had any contact with Hemphill.

22 Q Never asked them why their permit was
23 still in the window?

24 A Not that I know that I had a reason
25 to, no.

1 A That is correct.

2 Q Right? Okay. Flip with me, please
3 back to Exhibit 4. Do you remember this
4 document?

5 A You're looking at the building permit
6 application?

7 Q Yes, sir.

8 A Okay.

9 Q And this isn't your signature at the
10 bottom, right?

11 A It is not my signature.

12 Q To the best of my knowledge it appears
13 to be somebody from Hemphill & Associates?

14 A I would think that, yes. It looks
15 like Hemphill on the signature.

16 Q Okay. So wouldn't that mean, if this
17 was the permit on the job, that Hemphill &
18 Associates is ultimately responsibility for the
19 work done on that job?

20 A He signed as the general contractor,
21 yes. He would be responsible for the permit.

22 Q He would be responsible for the work
23 done on the job, right; which includes your
24 work?

25 A That is correct. I would make that

1 A Correct.

2 Q And then look up at the certificate.

3 I'll just publish a copy to the Court's
4 attention. The language of the certificate
5 says, "This certificate issued pursuant to the
6 requirements of the international codes,
7 certifying that at the time of issuance this
8 structure was in compliance with the various
9 ordinances of the county."

10 Thank you Mr. Brock. I don't have any
11 further questions.

12 THE COURT: Any recross?

13 MR. BRUNER: Briefly, Your Honor.

14 RECCROSS EXAMINATION

15 BY MR. BRUNER:

16 Q Mr. Brock, you've read for us who was
17 listed as the owner of these permits and
18 certifications of occupancy, is that right?

19 A Correct.

20 Q And you're just reading off the page?

21 A That's correct.

22 Q We know the owner of the premise is
23 L.N. Dentsville; right?

24 A The owner of the premises?

25 Q The person who owns the building, who

1 has the Deed to the building is L.N. Dentsville;
2 right?

3 A That's correct.

4 Q What you're reading there is what
5 somebody wrote when they filled out the
6 application; right?

7 A That would be in the general terms
8 when someone puts owner, that you would write
9 down what you assume that owner's name was at
10 that point in time, so, yes.

11 Q You don't know what they assume. You
12 didn't fill these out?

13 A I didn't fill them out, no.

14 Q And you never asked who was leasing
15 the premise?

16 A No. I never asked who was leasing the
17 premise. I mean, it was pretty obvious from a
18 set of plans that said Carolina Gold Bingo.

19 Q All right. You never asked who the
20 tenant was? Did you?

21 A I never asked who the legal ---

22 Q Okay.

23 A The name of the legal tenant, no.

24 Q That wouldn't fall within your duties
25 as project manager?

1 A No.

2 Q To make sure you're contracting with
3 the right entity?

4 A No.

5 Q Turn to Exhibit 5 for me, please. I'm
6 sorry, Exhibit 6. We'll look at both of them?

7 THE COURT: Which one do you want?

8 MR. BRUNER: Exhibit 6.

9 REDIRECT EXAMINATION CONTINUED

10 BY MR. BRUNER:

11 Q Exhibit 6, this C.O. for Unit 100;
12 right.

13 A It's ---

14 Q I'm sorry, that's 300?

15 A Yeah.

16 Q Beg your pardon. We're looking at
17 eight and nine. Nine is the C.O. for Unit 100,
18 right?

19 A That's correct.

20 Q On the opposite end of the building
21 from the bingo hall, right?

22 A It says it's for the comedy club.

23 Q That's for the comedy club, so in
24 order for the C.O. to be issued, all the
25 electrical work and everything else would have

1 DIRECT EXAMINATION

2 BY MR. McDONALD:

3 Q Mr. Barrs, in what capacity are you
4 employed with Boykin Contracting?

5 A I'm an electrical superintendent,
6 project superintendent.

7 Q Were you in that role in April
8 of 2008?

9 A Yes, sir.

10 Q How long have you worked with Boykin
11 Contracting?

12 A Boykin has been around for eleven
13 years, so I've been here all eleven years. I
14 worked for Tom before that at Green Contracting.

15 Q I don't need the whole history, but
16 just describe for Judge Cooper some of the types
17 of jobs you've done in the past couple of years?

18 A Past couple of years: F.A.A. towers,
19 lighting retrofits, bridge projects, all facets.

20 Q Let's go ahead and just focus on what
21 we're here for, the Carolina Bingo space. What
22 do you remember about Boykin possibly doing some
23 work out there?

24 A I was actually sitting at the house
25 eating pizza, eating dinner one night, and got a

1 call from Tom asking him to meet me out there
2 the following morning, you know, to do some
3 work.

4 Q Okay. Do you happen to know what
5 particular day that was?

6 A I ---

7 Q If you look at Exhibit 2, you have an
8 entry for April 9th. Do you know if that was
9 the day or was it possibly before that time?

10 A Tom called me the day before.

11 Q You went out, you believe, on the 9th?

12 A Yes, sir.

13 Q Okay. All right. And you met with
14 who, Tom Brock?

15 A Tom Brock.

16 Q Was Mr. Kirby present?

17 A No, sir.

18 Q Do you recognize this gentleman as
19 Mr. Kirby?

20 A Yes, sir, I do.

21 Q And did you see him on the job site?

22 A Yes, sir, I did.

23 Q Did you see him frequently out there?

24 A Yes, sir.

25 Q Okay. What was your understanding of

1 what you were -- were you -- let me back up a
2 second. Were you sort of the lead
3 superintendent in charge?

4 A I don't consider myself better than
5 anyone else there, but I was told it was my job.

6 Q I don't mean to imply better for
7 performance?

8 A Yes, sir.

9 Q But you were the guy in charge?

10 A Yes, sir.

11 Q Out on the job site; is that right?

12 A Yes, sir, myself. Jim had some of the
13 same duties as I did.

14 Q What was your understanding? What
15 were you charged with doing from Tom Brock?

16 A He brought us out there. I would say
17 it was the morning of the 9th and we went over
18 the job for about forty-five minutes I do
19 believe it was. He just explained about the
20 rooftop units to us and getting the electrical
21 work in the back pretty much brought up to speed
22 so he can open up by May 1st.

23 Q Now, if you would, Mr. Barrs, with the
24 Judge's permission, if he can take a look at
25 these drawings here. I'll do my best to ---

1 If you can grab that end and I'll grab this
2 end and show Judge Cooper -- well, first of all
3 let's look at the back sheet. Did you prepare
4 these notes?

5 A I did.

6 Q Okay. Explain to Judge Cooper how you
7 prepared them and what they represent.

8 A Basically, all of these are AC units
9 on the roof. When I got there, that's all that
10 it was, just AC units on the roof. Going by the
11 name plate ratings, I had to figure out what
12 size pipe I needed, what size disconnect that I
13 needed and also what size wire I needed to wire
14 each individual unit to work.

15 Q And you had to run conduit back to the
16 back panel room?

17 A A lot of these AC units phased to that
18 panel room but there were a few others in the
19 area that were powered up in the kitchen.

20 Q Okay. What other notes do you have
21 here? This number 275, what does that mean?

22 A This is length that the unit was away
23 from its perspective panel that it was tied
24 into.

25 Q Okay. Why did you have to figure out

1 these lengths?

2 A Well, I had to figure it out basically
3 so I would know what size wire to pull, how much
4 pipe to buy, how much wire to buy.

5 Q And based on these numbers, did you --
6 were you responsible for calling in material
7 requests?

8 A Some of it I called in. Some it I may
9 have gave to Jim. Jim may have called it and
10 got it.

11 Q All right. Let's look over here.
12 Maybe -- if you can put this down. There is a
13 better -- was there a lay-in ceiling in the
14 bingo space?

15 A There was lay-in ceiling within the
16 building, but there were no tiles. There were
17 some lights in, but not all the lights.

18 Q I guess this is a better picture of
19 the layout. Go let's grab that. This is the
20 front of the building?

21 A This would be the front of the
22 building.

23 Q Okay. And this space was -- this
24 space was the comedy club, right?

25 A This space here is the comedy club.

1 Q All right. Now, were y'all doing any
2 work in the main floor area either here or here?

3 A All the work performed out here was
4 the running of the pipe to get to the actual
5 units above the roof.

6 Q What about putting lighting in, in
7 these areas?

8 A We did no lighting out here.

9 Q Who was doing that?

10 A His electrician on site.

11 Q Okay. Now, is this the panel room
12 back here?

13 A This would be the main electrical
14 room, but you also have the electrical stuff
15 here.

16 Q So as I understand it, you were having
17 to run some of these rooftop units where they
18 were?

19 A All the way back through here.

20 Q You had to come down through the
21 ceiling?

22 A Had to come down through the roof.
23 The roof was probably twenty, twenty-five foot
24 high.

25 Q And then run conduit back to here?

1 A We ran wrapped some conduit back here.

2 Q Now, what kind of wire did you have to
3 - did you have to pull wire from here to the
4 units?

5 A We pulled wire from the panels there
6 were probably four or four or five, that we
7 pulled back to the individual units.

8 Q How many wires would go to rooftop?

9 A Depending on whether it was three-
10 phase, single-phase - and if I'm correct most
11 of these were three-phase units, so that would
12 be four wires.

13 Q Look on the back sheet again. Did you
14 make a note about what phase it was right here?

15 A I'm not a hundred percent sure. Where
16 I put 70-amp, three units, that means that there
17 was a three-phase unit that I have would have
18 been pulling to; so I have would have pulled
19 four wires.

20 Q So you have to pull four wires for
21 that unit, all the way back?

22 A All the way back.

23 Q And look at other others? Were there
24 some others like that?

25 A 70-amp, three fuses, seventy-seven,

1 all three. I do believe -- in looking, there
2 are -- there is one single-phase unit on this
3 whole job. All the rest are three-phase.

4 Q So if it's three phase -- which that
5 would mean that there were nineteen of them; is
6 that right? There's twenty total?

7 A Nineteen three-phase and one single-
8 phase.

9 Q And the three-phase requires four
10 wires?

11 A Four wires.

12 Q Okay. So if you'll hold this in.
13 You're doing work in the back panel room,
14 correct.

15 A Yes, sir.

16 Q Were you doing any work in this area,
17 here to here?

18 A Yeah, we did extensive work back in
19 that area.

20 Q What did you do?

21 A Pulled out a bunch of old Romex wiring
22 that his electrician put in the wall. You can't
23 use Romex wire. We had the pipe in the wire,
24 put in lights, receptacles. We have to put in
25 an exhaust fan, a hot water heater and various

1 other, you know, lights in that area.

2 Q If you would, take the stand again,
3 Mr. Barrs.

4 THE COURT: Where did you get those
5 plans?

6 THE WITNESS: Those plans were handed to
7 me by Tom Brock.

8 DIRECT EXAMINATION CONTINUED

9 BY MR. McDONALD:

10 Q Okay. Now, let's talk about -- there
11 were some questions about disconnects and
12 I'd like to ask you about that. Did you
13 purchase or asked to be purchased
14 disconnects for these rooftop HVAC units?

15 A Yes, sir, I did.

16 Q Why was it necessary for disconnects
17 units to be purchased for these rooftop units?

18 A The unit has to have overcurrent
19 protection, so you have to have a fuse before
20 the actual power goes into the disconnect or
21 into the AC unit to protect it from surge
22 protections (sic); you know, power surges,
23 lightening strikes.

24 Q Now, is there a picture, Exhibit 25?
25 Yeah. Let me hand you that.

1 putting them in right now. The units have their
2 own service disconnect switch, On and Off also.

3 Q Did you do any work on the exterior
4 lighting, the parking lot or outside?

5 A No, sir. I did no work on the
6 exterior light.

7 Q Who at Boykin did that work?

8 A Jim Sharp and his guys did the work on
9 the exterior of the building.

10 Q Were you present where Mr. Kirby asked
11 Jim Sharp to do some of that work?

12 A Yes, sir, I was.

13 Q You were in the presence of Mr. Kirby?

14 A Yes, sir.

15 Q And did you understand him to ask Jim
16 Sharp to see if he could get those lights
17 working?

18 A Yes, sir, I did. He basically stated
19 he had someone -- a car something had gotten
20 broken into in the parking lot and they needed
21 to get those lights fixed.

22 Q Now, did you ever do any work at the
23 comedy club?

24 A Yes, sir, I did.

25 Q What was that?

1 A Again, I was sitting down one evening
2 eating dinner with a girlfriend and Tom called
3 me. I believe it was at 6:30 or 7:00 o'clock at
4 night, and they were having problems with some
5 lights not coming on in the bathrooms and the
6 main comedy club.

7 MR. BRUNER: Objection, Your Honor,
8 hearsay.

9 THE COURT: All right.

10 MR. McDONALD: I can probably --

11 THE COURT: What did he do as a result
12 of the call?

13 DIRECT EXAMINATION CONTINUED

14 BY MR. McDONALD:

15 Q Did you go out to facility after
16 getting a call from Tom Brock?

17 A Yes, sir, I did.

18 Q Did you observe any problems with the
19 lighting?

20 A Yes, sir, I did.

21 Q What did you observe?

22 A Basically when I have got there, I
23 noticed that the lights wouldn't come on. I
24 started to -- I got a ladder out, started
25 searching in the comedy club itself to see if I

1 couldn't find a problem. I actually ended up
2 back in the main electrical room and there were
3 wires hanging out of a main gutter that
4 basically had been stepped on. They were nicked
5 and they had shorted out on the box.

6 Q And did you do any work to get the
7 lighting restored?

8 A Yes, sir, I repaired the wire.

9 Q Did you meet anybody out there?

10 A I believe I met the manager of the
11 comedy club that night.

12 Q Was Mr. Kirby out there?

13 A No, sir, he wasn't.

14 Q All right.

15 Q Were you on the job site every day
16 that work was taking place?

17 A I believe I was on it just about every
18 day from the time that it started.

19 Q How would you describe the amount of
20 work that Boykin performed in the months that
21 you were out there?

22 A Well, it was a pretty good bit, you
23 know, of work to get done in a month, but we put
24 enough personnel on the job to do the best we
25 could to meet their time schedule.

1 Q Did and -- I asked you earlier but did
2 you see occasion to see Mr. Wayne Kirby come out
3 to this project while you were performing work?

4 A Yes, sir.

5 Q How would you - would you say that was
6 frequent or very seldom?

7 A Very frequently. I seen him out there
8 several times a week.

9 Q Did you ever see him asking folks at
10 Boykin - we've already talked about the exterior
11 lighting - to do some work, specifically request
12 them to do some work?

13 A Well, he asked. You know, he asked me
14 to come do side work for him one time. I didn't
15 -- you know, that's a conflict of interest. I
16 can't work for him and work for Boykin, but he
17 also asked Sam Williams to do some work for him:
18 hang some TVs, power some TVs up. I was there
19 for, you know, those conversations.

20 Q Did you ever hear Mr. Kirby express
21 his thoughts about needing to get finished or
22 time constraints?

23 A Yes, sir, he talked extensively when
24 he was out there about us finishing.

25 Q What do you recall about that?

1 A I just remember conversations
2 basically where he would say he was going to
3 lose X-amount of the dollars if he didn't have
4 this business opened and, you know, I even -
5 even at one point I called Corey, which is
6 another boss and got him to send me three more
7 people out to the job because of the time
8 constraints.

9 MR. McDONALD: Thank you Mr. Barrs. I
10 don't have any more questions for you.

11 THE COURT: Cross-examination?

12 MR. BRUNER: Yes, Your Honor.

13 CROSS EXAMINATION

14 BY MR. BRUNER:

15 Q Mr. Barrs, good afternoon. My name
16 is Ben Bruner.

17 A Hey, Ben.

18 Q You say that the disconnects that you
19 installed on the work was required?

20 A Yes, sir, they are.

21 Q Okay.

22 Q And that's because there was no fuse?

23 A You have to have a fusible disconnect
24 within twenty, twenty-five foot of the unit
25 itself, yes. I believe that it is.

1 Q And you make money doing that?

2 A Yes, sir, I do.

3 Q But you're not going to make money any
4 way you can. Is that your testimony?

5 A I'm going to do whatever my job
6 requires me to do.

7 Q Okay.

8 A That's not me making money any way I
9 can. That's doing what my boss asks me to do on
10 a daily basis.

11 Q You were the boss on this job?

12 A No, sir.

13 Q You were the project manager, weren't
14 you?

15 A I'm the superintendent on the job.

16 Q Superintendent. I apologize. So if
17 the manufacturer says the disconnects were NEC
18 approved, you still say that another one was
19 needed?

20 A It be NEC approved, but that doesn't
21 mean it meets all local and standard codes.

22 Q Fair enough. Was all the work you did
23 to this building in Unit 300?

24 A I don't believe it was all in Unit
25 300, but I could show you on the print where we

1 did all the work.

2 Q Well, we'll do that in a minute -- but
3 do you know what I mean, when I asked you
4 whether it was in Unit 300? Do you know how
5 that area is define in the building?

6 A No, sir, I don't. I was never told
7 like 'Unit 300.' It was more or less I was
8 showed exactly what parts we were working in.

9 Q Okay. Was it your understanding that
10 this building had a comedy club over here and
11 overhear was bingo and y'all were working on
12 bingo?

13 A Honestly, I didn't know there was a
14 comedy club there when I first started working
15 there.

16 Q Okay. But after you started working
17 there, did you find out there was a comedy club
18 over there?

19 A Yes, sir, after I got called one night
20 to fix some lights there.

21 Q Okay. And that night you actually did
22 work on the comedy club, right? You said you
23 crawled in the ceiling of the comedy club?

24 A I didn't work in the comedy club, with
25 the exception of taking a ladder out. You know,

1 I just opened up a few ceiling tiles to see if I
2 had the problem. When you have power problems,
3 the first thing you do is go basically to the
4 panel and see if your breakers are on and off.
5 It took me a minute to figure out the problem
6 because none of the breakers were properly
7 marked.

8 Q You went -- part of that included the
9 comedy club and you charged by the hour?

10 A No, sir. We did that free of charge.

11 Q Oh, you did?

12 A Yes, sir.

13 Q Okay. Tell me about this panel room
14 and I'll ask you to step down?

15 A Sure.

16 Q I'll try not to tear these up. If you
17 don't mind holding this other side for me.

18 A Sure.

19 Q This way. Can you drop that side,
20 please, sir?

21 A Okay.

22 Q All right. So this is Unit 300 right
23 over here? Do you recall?

24 A This does not say Unit 300 nowhere on
25 it.

1 Q Okay. Was this the section you were
2 working on?

3 A Here, here and back here.

4 Q And all back here?

5 A Yes, sir.

6 Q So you were working in this middle
7 section?

8 A Yes, sir.

9 Q This far section?

10 A Yes, sir.

11 Q And this whole back panel room?

12 A Yes, sir.

13 Q And this back panel room serves the
14 whole building?

15 A This back panel room serves the whole
16 building.

17 Q The whole building?

18 A There are panels here that serve this
19 area also.

20 Q If some of them - we heard testimony
21 about the panel room in the back being all
22 messed up. That's this panel room?

23 A Yes, sir, that would be this panel
24 room all along this wall basically was where it
25 was really the most problem.

1 Q Okay. Do you know who these plans
2 were prepared for?

3 A No, sir, I don't. Would you like me
4 to sit down?

5 Q Yes. If you could, please.

6 A (Takes seat).

7 Q All right. So you worked all in the
8 middle section, the far end section from the
9 comedy club and all in that back panel room,
10 right?

11 A If I'm looking at the building, I
12 worked pretty much from the edge of the comedy
13 club all the way to the ends of the building to
14 the left.

15 Q Okay. What percentage of that work
16 would you say was attributable to that back
17 panel room?

18 A Everything that we did.

19 Q And you testified about all the work
20 to get the twenty units hooked up?

21 A Yes, sir.

22 Q Was the number of units ever increased
23 on this project, to the best of your knowledge?

24 A No, sir.

25 Q And you're sure it's Mr. Kirby that

1 the truth, testified, as follows:

2 DIRECT EXAMINATION:

3 BY MR. McDONALD:

4 Q Mr. Sharp, how long have you been
5 working in the electrical business?

6 A In the electrical business.

7 Q Yes, sir.

8 A Since 1971.

9 Q And how long have you been with Boykin
10 Contracting?

11 A Since its inception. I have been
12 working for Tom Brock since January 4th, I
13 believe, of 1984, '85.

14 Q All right. What -- referring to the
15 Carolina Gold Bingo job out on Decker Boulevard,
16 did you work out there?

17 A Yes, sir, I did.

18 Q Tell the court some of the work that
19 you did out there?

20 A Initially when Tom called me, I was
21 out there helping them run pipes for the rooftop
22 units. That was the first concern. Then Mr.
23 Kibry approached Chip and I something about the
24 outside lights, the exterior wall, wall pipes on
25 the outside of the building and several in the

1 parking lots.

2 Q Okay.

3 A And several in the parking lot.

4 Q Let me stop you there. Mr. Kirby
5 approached you?

6 A Approached Chip, I believe, and Chip
7 brought him to me at the particular time.

8 Q Okay. Did you have a conversation
9 with Mr. Kirby about working on the exterior
10 lighting of this ---

11 A Yes, sir, I did.

12 Q What do you remember about that?

13 A What I remember best is he showed me
14 where the time clock was that was used to cut
15 them on. I said, 'let's see how many are out.'
16 It's a security issue at night. It's very dark
17 there. We walked around and looked. There was
18 a particular place, I do remember, on the back
19 wall to take it from this point on, I believe it
20 was the unoccupied of the three parts. He says,
21 'My line stops here. Stop here. Anything from
22 here back, take care of.'

23 Q Would you look at the exhibit book in
24 front of you, Exhibit 12, Mr. Sharp.

25 A Okay.

1 Q Let me know when you're there?

2 A I'm there, 12-A.

3 Q Did you do any work on those pole
4 lights, as I call them, in the front of the
5 building?

6 A Yes, I did.

7 Q Okay. Did you -- look at 12-E. Do
8 you recognize the location of this light in
9 relation to what was on the front, back, side?

10 A 12-E?

11 Q 12-E?

12 A Yes, I believe that's on one of the
13 sides at the front.

14 Q Okay.

15 A Or the front.

16 Q Did you do any work on the pole
17 lighting on the side over here, over on the
18 Winn-Dixie side?

19 A I believe so, yes, I did. I did one
20 pole there. One, I was not able to get burning
21 because the power was cut to it. The other one
22 I did.

23 Q Look at Exhibit 12-F, Mr. Sharp. Are
24 these -- what are these things about three or
25 four feet down from the roof line?

1 A They are outside exterior lights.

2 Q Did you do any work to get these --
3 were they burning when you got out there?

4 A Of the probably five that are
5 pictured, I believe maybe one burned.

6 Q Did you do any work to get the rest of
7 them burning?

8 A Yes, I did.

9 Q Okay. Look at 12-G, Mr. Sharp. Are
10 these the same wall lights that we see?

11 A They are the -- it is on the same
12 building. They are not the same lights, I do
13 not believe. They seem to be a continuation of
14 them.

15 Q Do you recognize this as the front,
16 the back, the side of the building?

17 A I believe it's the back.

18 Q Okay. Did you do any work on the
19 exterior work on the wall back?

20 A Yes, I did.

21 Q All right. 12-H?

22 A 12-H, yes. That's near the comedy
23 club. Coolers and all.

24 Q Okay.

25 A I did lights. I believe I had to

1 replace two of those lights.

2 Q Okay. Now, did you do this at the
3 request of Mr. Wayne Kirby?

4 A Yes, sir.

5 Q Did Mr. Kirby ask you about a price?

6 A No, he did not. He said, 'we have to
7 get them -- get in the parking lot, get them
8 lit.' They didn't want nobody to get hurt out
9 there.

10 Q Did you -- how often were you on the
11 job site Mr. Sharp?

12 A Fairly often. I cannot say that I was
13 there every day.

14 Q Did you observe -- you had a
15 conversation, you said, with Mr. Kirby about the
16 exterior lights?

17 A Yes.

18 Q Did you observe him there any other
19 times?

20 A Yes, I saw him quite often. He also
21 approached me about a sign that was on Decker
22 Boulevard. He also said that was not also
23 burning and to check it out. I told him that we
24 investigated and found out it was not fed from
25 the building. I felt had its own meter supply.

1 It was tagged out at the particular time. I
2 said that did not come out of the building so it
3 was not tied in with the parking lot and that
4 that was a separate entity that he could take
5 care of.

6 Q All right. Thank you Mr. Sharp. No
7 further questions.

8 THE COURT: Cross examination?

9 CROSS-EXAMINATION:

10 BY MR. BRUNER:

11 Q Good afternoon, Mr. Sharp?

12 A Hi.

13 Q These exterior lights, we'll start
14 with that, the lights in the parking lot that
15 you say Mr. Kirby asked you to fix, those --
16 when those are lit, do you believe those
17 benefited just the bingo part of the building or
18 did they benefit the whole building?

19 A It's more than one light. If you go
20 to the far/extreme left, it may have benefit
21 both. If you go to the extreme right, it may
22 have benefitted something else. It's according
23 to its location.

24 Q Okay. So your work out in the parking
25 lot, ---

1 A Was to the general parking lot area.

2 Q The general parking lot area would
3 benefit the whole building, right?

4 A It was according to its location.

5 Q Okay.

6 A One light is not the light of the
7 entire parking lot.

8 Q You didn't break it down by location
9 and submit separate bills?

10 A No. We walked around, looked at which
11 ones were out, which ones definitely needed
12 them, to get some light in here and that's the
13 ones that we worked on.

14 Q Okay. And you said some of them were
15 out in the parking lot, but the parking lot
16 wasn't part of the building, was it?

17 A The parking lot is part -- is fed off
18 the building.

19 Q Turn to Exhibit 15 for me, please?

20 A Okay.

21 Q And I'll wait for you to let me know
22 when you get there?

23 A The shopping center lease.

24 Q Yes, sir.

25 A Okay.

1 MR. BRUNER: that's all I have, Your
2 Honor.

3 THE COURT: Any redirect?

4 MR. McDONALD: None, Your Honor.

5 THE COURT: All right. You may come
6 down, sir.

7 (WITNESS STEPS DOWN)

8 THE COURT: Witness free to go?
9 Without objection. Mr. McDonald?

10 MR. McDONALD: I don't have any more
11 witnesses, Your Honor.

12 THE COURT: Do you rest?

13 MR. McDONALD: Yes, sir.

14 THE COURT: All right. Any motions?

15 MR. MULLINS: Your Honor, at this point,
16 the defendant Wayne Kirby would move for a
17 directed verdict on both the cause of action for
18 breach of contract and for quantum merit.

19 Your Honor, the testimony and the evidence
20 before you, I don't think there is any question
21 that there is not a written contract, so you are
22 left with trying to determine whether there was
23 on oral contract. Your Honor, I certainly have
24 cases I can hand up, but I think this Court
25 recognizes that in order for there to be an

1 enforceable agreement, there has to be mutual
2 consent to the potential terms of the contract.
3 There cannot be a contract without an agreement
4 regarding price and scope.

5 The testimony before you thus far, Your
6 Honor, reflects that there was no discussion
7 whatsoever regarding price. There is simply no
8 method of determining what the price would be.
9 Nor was there an agreed upon price.

10 The testimony from Mr. Sharp was that it
11 is certain customary to have ---

12 THE COURT: Hold on, the testimony of
13 Mr. Sharp?

14 MR. MULLINS: I'm sorry, from Mr. Brock.

15 THE COURT: Okay.

16 MR. MULLINS: Was that it was customary
17 to have labor rates included. There was no
18 discussion. There's no written agreement.
19 There is no discussion. There was no evidence
20 before you that there was any agreement relating
21 to labor rates or relating to the scope of the
22 work.

23 Your Honor, I think -- and you'll probably
24 hear more about this from both sides, but I
25 think both sides wish that things were done

1 different, but they are what they are and the
2 law is what the law is. The fact is that the
3 essential terms of this agreement, if you accept
4 the testimony as true, were not agreed upon. We
5 don't think there is any evidence that would
6 allow the plaintiff to succeed on.

7 Your Honor, the evidence before you which
8 has been admitted in the exhibit book relative
9 to quantum merit. I alluded to this in opening,
10 but in order for you to determine that there
11 should be or shall be an equitable remedy for
12 quantum merit, there has to be some benefit
13 obtained by Mr. Kirby individually. There is no
14 testimony before you, there is no evidence
15 before you that Mr. Kirby individually obtained
16 a benefit for work that was performed by Bóykin
17 back in 2008.

18 At the time the alleged agreement was
19 entered into at the time the work was performed,
20 the tenant -- which was set forth in Exhibit 15
21 -- was DTW, Sr. Inc. The tenant was DTW, Sr.
22 Inc. The evidence before you reflects ---

23 THE COURT: How was the plaintiff supposed
24 to know that?

25 MR. MULLINS: Well, Your Honor, that is a

1 good question, and I think you certain will hear
2 testimony from the defendants -- from the
3 defendant if we need to go forward, but I'm --
4 the case law that discusses quantum merit, the
5 focus that I'm suggesting this court needs to
6 address is whether there was a benefit conferred
7 upon the defendant; not whether the plaintiff
8 knows, it but whether there is a benefit
9 conferred upon the plaintiff (sic). So for
10 purposes of analyzing the appropriateness of the
11 quantum merit, I don't think that's an issue.

12 I think the issue is whether Mr. Kirby
13 individually benefitted. The only evidence
14 before Your Honor ---

15 THE COURT: Why was he out there? I
16 mean, was he representing somebody?

17 MR. MULLINS: I think that you certainly
18 will hear more testimony, but the evidence
19 before you thus far is that Kirby Enterprises --
20 -

21 THE COURT: The testimony before me so
22 far is that Kirby made the deal to have the work
23 done.

24 MR. MULLINS: Well, it ---

25 THE COURT: I mean, that's what's

1 before me at this point.

2 MR. MULLINS: I understand at this point
3 you have to consider the testimony that's in the
4 record. There was some testimony relative to
5 the agreement reflecting Kirby Enterprises. So
6 I am asking you to consider that.

7 THE COURT: All right.

8 MR. MULLINS: But I understand that
9 was --

10 THE COURT: The question is whoever he was
11 representing if he was representing somebody
12 other than himself is, did he have apparent
13 authority to do so? And he is on site, he's
14 on site all the time. He's telling these
15 people what to do. Why would he not have
16 apparent authority for anybody, either the
17 tenant or Kirby Enterprises, Home Gold Bingo
18 or anybody else that he is representing on
19 site. Why didn't he have apparent authority?

20 Nobody else is out there saying, 'I'm the
21 tenant, don't do the work.' I'm having a
22 hard time following you.

23 MR. MULLINS: Well, in terms of apparent
24 authority I'm not sure I understand that, as
25 well. I think the question is whether he was

1 acting on his behalf individually or whether he
2 was acting on behalf of Kirby Enterprises.

3 THE COURT: Well, if he was acting on
4 behalf of Kirby Enterprises, he had the apparent
5 authority to act on behalf of Kirby Enterprises;
6 didn't he?

7 MR. MULLINS: Correct, correct. That's
8 what we would contend, that he did have.

9 THE COURT: Okay.

10 MR. MULLINS: That he did have authority.

11 Your Honor, the other aspect that I'd like
12 you to consider, and we understand this is a
13 Motion for directed verdict but in terms of
14 trying to determine whether Wayne Kirby
15 individually benefited is payments that were
16 made -- under Exhibit 13, -- the payments,
17 checks that were paid out for the work performed
18 were paid out by Kirby Enterprises and not
19 somebody else.

20 THE COURT: Made out by somebody else?

21 MR. MULLINS: Correct, correct.

22 THE COURT: All right. Mr. McDonald?

23 MR. McDONALD: Thank you, Your Honor, the
24 breach of contract, Your Honor, as you know, you
25 have to view the evidence in the light most

1 favorable to the nonmoving party. We haven't
2 heard from Mr. Kirby yet, so Mr. Mullins is sort
3 of putting the cart before the horse. The
4 testimony before the court of Mr. Brock was that
5 they went out there, they met. He told him the
6 terms and he was authorized to proceed. So I
7 think there is certain evidence in the record to
8 support that there was a contract, oral contract
9 to do the work on a cost plus basis. At least
10 certainly at this stage we have met our prima
11 facie burden of putting up facts to support
12 that.

13 As for quantum merit, Your Honor, if you
14 put the chief hat on as Mr. -- the evidence
15 before the court know shows that Mr. Kirby and
16 everybody has the right to rely on that, the
17 record is replete with Wayne Kirby all over
18 everything: permit application, not from one
19 but two different contractors, the permit
20 itself, the certificate of occupancy lists him
21 as the owner. The lease he entered listed him
22 as Wayne Kirby d/b/a Carolina Gold Bingo. The
23 lease Mr. Mullins referred to, Exhibit 15, with
24 DTW, I notice on the signature page there is
25 Wayne Kirby's name on it. So certainly we would

1 say the evidence supports apparent authority. I
2 don't know but he was out there running around,
3 saying 'I'm the boss', 'I'm the chief.' We
4 relied on it. Certainly, he got a benefit. He
5 got his space open that he'd leased and we
6 believe we've met our burden at this point.

7 THE COURT: All right. I think at
8 least at this stage of the proceeding, viewing
9 the evidence in the light most favorable to the
10 nonmoving party, I must respectfully deny your
11 Motion.

12 MR. MULLINS: Thank you, Your Honor.

13 THE COURT: All right. Now, for
14 scheduling purposes, how many witnesses do you
15 plan to call? Just one? All right. I've
16 got -- as you may remember from the roster
17 meeting, we scheduled another matter for
18 two o'clock. We have just been notified that
19 that matter is settled but they would like to
20 put that on the record. So why don't we resume
21 this Hearing at 2:15.

22 MR. MULLINS: Thank you, Your Honor.

23 THE COURT: All right. Thank you very
24 much.

25 (LUNCH RECESS)

1 THE COURT: Are we ready to proceed,
2 Mr. Mullins.

3 MR. MULLINS: Your Honor, we're ready to
4 proceed. We'd call Mr. Wayne.

5 THE COURT: Come around Mr. Kirby.

6 (WITNESS TAKES STAND)

7 WAYNE KIRBY, being duly sworn to
8 tell

9 the truth, the whole truth and nothing but the
10 truth, testified, as follows:

11 DIRECT EXAMINATION

12 BY MR. MULLINS:

13 Q Mr. Kirby, tell the court, if you will,
14 what your involvement was with the bingo operation
15 that's been the subject matter of this case?

16 A Okay. New Covenant Christian Church
17 indicated to us in 2006 and asked us to help them
18 promote a bingo. The way the law reads in South
19 Carolina, you have to have a nonprofit
20 organization and you have to have a promoter. I
21 was already through a promoter through Kirby
22 Enterprises through another bingo that we already
23 had operating. We decided to partner up with New
24 Covenant Christian Church and try to make that
25 happen for them.

1 Q Okay. And this was in 2007?

2 A Well, they approached us in 2006, but we
3 started operations in 2007, yes, sir.

4 Q Okay. And you mentioned Kirby
5 Enterprises. Can you tell the court who Kirby
6 Enterprises is?

7 A Yeah, Kirby Enterprises is a promoter.
8 In order to be a bingo promoter, you must have a
9 corporation for over three years, been in business
10 with good standings. That corporation has been a
11 promoter of all our bingos that we've had. You
12 have to have a charity and a bingo, to go hand in
13 hand together, to make a bingo and that combined
14 creates the bingo. In this case which was
15 Carolina Gold Bingo.

16 Q And you mentioned that there were some
17 other operations that you were involved in. At
18 any point have you been involved in any of these
19 operations individually as Wayne Kirby?

20 A No. I've never been involved in
21 anything under Wayne Kirby. It's always been
22 under Kirby Enterprises as the promoter.

23 Q All right. Turn, if you will -- is the
24 exhibit notebook up there?

25 A I don't know. Is this it?

1 Q Turn, if you will, to Tab 19,
2 Exhibit 19?

3 A Okay.

4 Q Okay. Tell the court what this is.

5 A This is an employment contract that you
6 have to have. For DOR to issue a license, you
7 must issue a contract, and the two entity in the
8 contract must be a nonprofit organization, a 501C
9 I think it's called and then you have to have a
10 promoter. Those two together -- the bingo is run
11 and owned by the nonprofit organization. In this
12 case, it's the New Covenant Christian church over
13 off of Platt Springs Road. We had to sign an
14 agreement with them to be the promoter and
15 represent them in the bingo area.

16 Q Okay. That's what this agreement
17 reflects?

18 A That's what the employment contract
19 does, yes, sir.

20 Q All right. And this agreement outlines
21 the rights and obligations of Kirby Enterprises as
22 the promoter and the Church as the bingo operator?

23 A That's correct.

24 THE COURT: What's the date on that? I
25 can't read the date on there?

1 DIRECT EXAMINATION CONTINUED

2 BY MR. MULLINS:

3 Q What is the date of the agreement?

4 A The date of agreement is May 15th, it
5 looks like '07 or '08. I can't read the ---

6 THE COURT: I can't either.

7 MR. McDONALD: Your Honor, I believe it's in
8 the first -- I found it somewhere.

9 THE COURT: I didn't find.

10 MR. McDONALD: It's on page two, terms of
11 employment, section four.

12 THE COURT: All right. May 1st?

13 MR. MULLINS: That ---

14 THE COURT: Well, it's signed on May 15th,
15 but that's good enough I guess.

16 DIRECT EXAMINATION CONTINUED

17 BY MR. MULLINS:

18 Q The effective date of the employment, we
19 were looking at page two, was May 1, 2008. That's
20 what this agreement says?

21 A That's correct, yes.

22 Q But you -- we're not sure when the
23 agreement was actually signed, but you had reached
24 an agreement with New Covenant Church in 2007 that
25 this would be the deal?

1 A That's correct.

2 Q All right. And let me ask you if you
3 would look at section five of that agreement.
4 It's on the second page, bottom of the second
5 page?

6 A Yes, I've got it.

7 Q Do you see that last paragraph, the
8 bottom paragraph?

9 A Yes, sir.

10 Q Does that reflect that Kirby Enterprises
11 was going to lease the building to New Covenant
12 Church?

13 A That's correct, yes.

14 Q So as part of this agreement, Kirby
15 Enterprises was, as the promoter, leasing the
16 building to New Covenant Church?

17 A New Covenant Christian Church, that's
18 correct.

19 Q Okay. All right. Let's -- I want to
20 talk about 2007 after you had reached an
21 understanding with New Covenant Church. What did
22 you do next?

23 A After I reached an agreement?

24 Q Was there any upfitting of the building
25 that was required?

1 A Yes, yes.

2 Q Okay.

3 A We got together. We met with the
4 architect and designers and stuff and decided what
5 had to be done. We first had been told -- I had
6 never done a project like this in my life or Kirby
7 Enterprises had never done one of this size. We
8 have had to get Donnie Phipps area involved in
9 that and get all the people in the County involved
10 in that.

11 We had been told prior to that it was going
12 to cost us around \$315,000 to do the whole
13 building, the comedy club and all the other areas.
14 After we got all the information that had to be
15 done for code and everything, then it turned out
16 it was going to be substantially more than that
17 for each area, and we began to work as good as we
18 could to get some of those things started.

19 Q Okay. I want to make sure you're clear
20 for the court when you are saying "we", you're
21 talking about Kirby Enterprises?

22 A That's right. Kirby Enterprises is the
23 only one that has ever done any of this, yes.

24 Q All right. I want to focus our
25 attention -- I'll tell you what. Let's turn to

1 Exhibit 21.

2 A Okay.

3 Q Can you tell the court what this
4 document is?

5 A Yes, that is document that Hemphill &
6 Associates was the general contractor that was
7 hired for the project. This is their budget that
8 they that put forth to us. It's got itemized
9 sections of what each item was going to cost to
10 have done. He did that based off the plans ---

11 Q All right.

12 A --- that we have in front of us.

13 Q Let me ask you this. The total price or
14 cost was \$316,400?

15 A Yes, sir.

16 Q Okay. And that was for the bingo space?

17 A That ---

18 Q What was that for?

19 A That was for both areas. That was for
20 the bingo, the B section and the C section, the
21 two sections. Everything except the comedy club.

22 Q All right. So it was not for the comedy
23 club?

24 A No, it was not for the comedy club, no.

25 Q Who was responsible for the comedy club?

1 A That was David Whigdam, I think it's
2 DTW, Sr., Inc. that was his corporation.

3 Q Okay. All right and there was some
4 other deal. Was that with Hemphill & Associates
5 with Mr. Whigham?

6 A He had a separate deal than this. He
7 had his own budget.

8 Q Was it Hemphill?

9 A Hemphill went on both of them, yes.

10 Q All right. So is this reflective of the
11 price that you got from Hemphill & Associates to
12 perform the upfit?

13 A Yes.

14 Q Okay. And it had a breakdown of the
15 line items for the work, correct?

16 A That's right.

17 Q Okay. What was the cost provided to you
18 by Hemphill for the electrical?

19 A Electrical was \$25,000.

20 Q That is for both sections ---

21 A Both spaces. That's for C and B bingo,
22 yes, sir.

23 Q Okay. Did you enter into an agreement
24 with Hemphill to perform this work?

25 A I did.

1 Q And was it for this price?

2 A For this price here, yes, sir.

3 Q Okay. All right. Tell me about your --
4 the capital -- the funding that you had for this
5 project?

6 A Well, when we first started out we only
7 had -- we had \$100,000 that we were going to do
8 the project with. Okay? And, of course, we
9 started the project and we ran out of money. We
10 was on a real tight budget because we felt when we
11 started, it was going to be like \$300,000 for the
12 whole thing. When we saw these figures, we knew
13 right offhand that we didn't have the money to do
14 it with, so we started and then we had to cease
15 operations because we ran out of the money. We
16 didn't have any more money to do it with.

17 Q All right. Your intent was you should
18 get \$100,000. Your intent was you should be able
19 to raise additional funds?

20 A That's correct, yes.

21 Q And so Hemphill began work in 2000 --
22 summer of 2007?

23 A Seven, yes, sir.

24 Q All right. Let's look at Exhibit 5.

25 A Okay.

1 Q Are you there?

2 A Yes, sir.

3 Q Okay. Is this the building permit for
4 the bingo section of the ---

5 A Yes, it's for 300.

6 Q So ---

7 A What it states here.

8 Q Okay. And it lists Hemphill as the
9 general contractor, correct?

10 A That's correct.

11 Q What's the date of this?

12 A 6/12/07.

13 Q Okay. I'll tell you what, back up one
14 exhibit before that.

15 A Before that. Okay.

16 Q That's the actual application for the
17 building permit, is it not?

18 A Yes, sir.

19 Q Okay. Was that signed by Mr. Hemphill?

20 A It was.

21 Q Okay. And had you seen this document
22 before?

23 A I've never seen this document before.

24 Q Okay. And did you know -- do you see
25 where -- who is listed as the owner?

1 A It's got me as the owner.

2 Q Why is that listed?

3 A I have no clue. I have no idea why they
4 have me as the owner of the things. I don't own
5 no bingo. I mean, I don't own no real estate.

6 Q Are you the owner of the property?

7 A No.

8 Q At this time, were you the tenant of the
9 property?

10 A I was not the tenant of the property,
11 no.

12 Q You mentioned DTW; is that right?

13 A DTW, Sr. Inc. I believe is the way it's
14 --

15 Q Exhibit 15?

16 A Yeah, DTW, Sr. Inc.

17 Q That's on the second page in the blank
18 under tenant?

19 A Yes, sir.

20 Q Okay. All right. What was your
21 understanding of -- or who was performing the
22 electrical work for Hemphill?

23 A Larry Palmer.

24 Q Okay. And tell me about how the --
25 let's see. Look at Exhibit 17 if you -- I'm

1 sorry. Exhibit 16, if you will.

2 A Okay.

3 Q Are these -- what are these?

4 A These are -- it's the money we started
5 with, at the top, and it shows the expenses that
6 we incurred as we go down.

7 Q It shows at least one investment made?

8 A I'm sorry?

9 Q It shows at least one investment made.
10 There's a \$20,000?

11 A That was Linda Gremble. She made a
12 \$20,000 investment.

13 Q All right. So this is tracking the
14 finances for ---

15 A That's right.

16 Q Kirby Enterprises?

17 A Yes, sir, that's correct.

18 Q And included in there are payments for --
19 payments to Hemphill or expenses shown.

20 A Yes, that's right.

21 Q Okay. And you've got some that are
22 designated electrical. You've got something in
23 parenthesis there. What is that?

24 A That shows that that primarily went to
25 the electrical. I'm assuming that was for all the

1 There's a gap there, and there's been some
2 reference to the work on the project stopping. In
3 November of 2007, what happened?

4 A We ran out of money, and the project had
5 to come to a halt.

6 THE COURT: What was that date?

7 DIRECT EXAMINATION CONTINUED

8 BY MR. MULLINS:

9 Q What was the date? Do you recall?

10 A It was in November of '07.

11 Q All right. And then in the spring of
12 2008 -- what happened after that? Work stopped in
13 November. What happened after that?

14 A Well, we had investor come up and invest
15 a little bit of money into the corporation and we
16 were able to start back work again. That's what
17 we did. We started back the operation.

18 Q Were you still operating off the budget,
19 the pricing that was set by Hemphill?

20 A Absolutely. We had to go exactly by the
21 budget. I mean, we didn't have any extra money to
22 put out. That's why we had to have a budget.
23 Everything had to be itemized. We have did not
24 pay for one thing that we did not have a receipt
25 for. We didn't pay for nothing unless we could

1 show proof that it happened.

2 Q Okay. I turn your attention I guess to
3 the simplest matter. You testified about -- turn
4 your attention back to Exhibit 22. That's a
5 summary and it's a source down here, Exhibit 13.
6 Is that -- as you reviewed it, do those line items
7 equate to the checks that are in Exhibit 13?

8 A Yes, sir.

9 Q And just at some point in the spring,
10 work began. Let's talk about -- I each an entry
11 there, two entries there for Larry Palmer. Can
12 you describe for the court what happened in the
13 spring of '08?

14 A Well, in the spring of '08 Hemphill &
15 Associates was working at the comedy club. They
16 moved everything over to the comedy club and
17 started working there. As I said, there's a
18 completely separate entity.

19 The comedy club is different all together,
20 and they had some issues with over there between
21 Frank Hemphill and the owner over there. They had
22 some issues.

23 Well, when we got our money back to start
24 back the project, we tried to call Frank several
25 times. Frank never would return our call.

1 Primarily all we had to do to finish the job was
2 to get our electrical done and maybe some little
3 painting down and some cosmetics done.

4 What happened is we made a call to Larry
5 Palmer to come in and to resume work there. And
6 every time Larry would come in and he did his
7 work, he would give me an invoice, and I'd write
8 him a check for it.

9 Q All right. Just to be clear, who wrote
10 the check?

11 A Kirby Enterprises.

12 Q And the summary here in Exhibit 16
13 reflects you made at least -- up until April 17th
14 that you had made payments directly to Larry
15 Palmer, correct?

16 A That's correct.

17 Q And the total of -- the total payments
18 made to Hemphill and Larry Palmer for the
19 electrical work, what's that?

20 A That's \$20,759.86.

21 Q All right. What was the total budget
22 that you had received from Hemphill?

23 A \$25,000.

24 Q I want you to tell the court how you,
25 Kirby Enterprises, became involved with Mr. Brock?

1 A Well, I got a phone call one day.
2 Mr. Brock said, 'Mr. Kirby, I understand you need
3 some help over at your project.' I said, 'Well,
4 yeah, we need some help.' He said, 'Well, I'd
5 like to maybe come by and talk to you and let's
6 look at it.'

7 Mr. Brock came over and met me at the
8 project. I sat down with him. I was very upfront
9 with him.

10 I explained to him what happened, I explained
11 that we had a budget, that we'd ran out of money,
12 and my electrician, he had to continue to feed his
13 family, so he had to go other projects and when we
14 called him to come back, he didn't have all his
15 people there to bring back to the project. What
16 he did was he just had a couple of people that was
17 working there. I explained to him that I had a
18 contract with the electrician. I said, 'I have a
19 contract with Larry Palmer. I need you to go meet
20 with Larry Palmer, because Larry Palmer has worked
21 with the architect, he has worked with the
22 mechanical people, the engineers. He has worked
23 with SCE&G. He has worked with all the
24 inspectors. He did the comedy club over next door
25 and got a C.O. on it. He did it within code and

1 within budget, too. I need you to get with Larry
2 Palmer because my deal is with Larry.' That's
3 exactly what I told Mr. Brock.

4 We walked around everything. We looked at
5 everything. He said, 'Do you have a set of
6 plans?' I said, 'I've got a set of plans here that
7 you can have or you can borrow to work off of if
8 you like.'

9 I made sure he understood that we have had a
10 financial situation here and that if anything was
11 going to be over and above, I needed to know what
12 the price was going to be on it. I said, 'If you
13 do anything over and above, I've got to know what
14 the price is because we're on a budget.'

15 Mr. Brock said, 'Well, you know, I can bring
16 some people in here.' I had no idea it was Boykin
17 Contracting. All I knew was it was Tom Brock.
18 That's all I knew. He said, 'I'll get some people
19 in here.' He said, 'What's your priorities?' And
20 I said, 'Well, you need to get with Larry. Let
21 Larry tell you where we have needed to go from
22 here.' That's the way we left it with him.

23 Q All right. You had this conversation.
24 I think there's some testimony that it may have
25 occurred on April 8th that there was a meeting?

1 A Somewhere in that area. I don't know
2 exactly what date it was, but somewhere in that
3 area, yes.

4 Q And everything that you just described
5 after, that took place during this meeting?

6 A During the meeting, that's right.

7 Q Was there ever any discussion with
8 Mr. Kirby about price and what -- if Boykin were
9 going to do the work what they would charge?

10 A No, the only thing Tommy had told me,
11 was asked me about how much I have had paid. I
12 kind of told him that we were on the budget and
13 how much more we had left on it and everything.
14 He said, 'Well, you probably haven't gotten that
15 much money value out of it.' I said, 'Well,
16 according to what my man tells me, we got all that
17 value.' I said, you know, 'This guy, he should be
18 pretty good..' -- because like I say, he started
19 the comedy club and he got the comedy club club
20 and got it going and got a C.O. for it.

21 At that time, there was no mention of any
22 money. I made sure I explained to Tom very
23 clearly that anything over and above, I had to
24 have a price. I had to know what it was going to
25 cost, and he said, 'Oh, don't worry about it.'

1 Q All right. Was there ever any followup
2 conversation with Mr. Brock about working with
3 Larry Palmer?

4 A Mr. Brock told me, he said, you know, 'this
5 guy here, you know, he's got some stuff out here
6 that's maybe not to code, that we need to work on
7 it.'

8 I said -- I said 'Tom, again, if you have
9 anything over and above what we've got contracted
10 with Larry, I need a price on it, and I need to
11 know what it's going to cost.'

12 Q Okay. Did you ever receive any price?

13 A No.

14 Q Did you ever receive any indication from
15 them, from anyone at Boykin that they were
16 performing any work over and above what was left
17 on the budget?

18 A I didn't even know it was Boykin until I
19 got the invoice at the end. I thought it was Tom
20 Brock.

21 Q You didn't know it was Boykin until you
22 got the pay application?

23 A When I got the application at the end,
24 that's when I knew. It had Boykin on it, yes,
25 sir.

1 Q Did -- there was some testimony earlier
2 about work performed on the pole lighting. Did
3 you ever instruct Mr. Brock or anybody else at
4 Boykin?

5 A I was told -- I was told David Whigham
6 talked to those guys. I was not responsible for
7 no outside light. I was only responsible for the
8 contents inside. As a matter of fact, the
9 landlord is responsible for the outside light.

10 I know that David was opening, had the comedy
11 club open and I know that he had maybe a break-in
12 out there at his place, and all I know is I saw
13 them out there working out there on the lights. I
14 asked them why were they working on the lights.
15 They said somebody told them to go out there and
16 work on those lights. When I talked to David
17 about it, he said that he had mentioned to them
18 about going there.

19 MR. McDONALD: Your Honor, at this point
20 I'm going to object to hearsay.

21 THE COURT: Sustained.

22 DIRECT EXAMINATION CONTINUED

23 BY MR. MULLINS:

24 Q Let's talk about you had mentioned the
25 receipt of the -- of the invoice from Boykin,

1 Exhibit 3. Is it your recollection that Boykin
2 completed the -- whatever work they were doing on
3 the site in early May, May 2008, do you recall
4 that?

5 A It was -- I don't -- I don't -- like I
6 said, I don't recall what day they -- they
7 finished over there.

8 Q How much time transpired between the
9 last time you saw anybody from Tom Brock's crew to
10 the time you got an invoice?

11 A It was months after that.

12 Q Okay. This invoice is directed to
13 Carolina Gold; is that right?

14 A Yes, sir.

15 Q When was the first time that you
16 understood that Boykin was attempting to recover
17 monies for this work performed, from you
18 personally?

19 A When I got the lawsuit.

20 Q At any time prior to that, did you
21 believe that you individually were in any way
22 involved in terms of the rights and obligations of
23 this ---

24 A No, no, because everything was going on
25 under the promoter, which was Kirby Enterprises.

1 Q All right. We talked about the fact that
2 under your agreement with the church that the
3 church was going to be the ultimate tenant,
4 correct?

5 A That's correct.

6 Q All right. And we talked about under
7 Exhibit 15 that at all time that this the work was
8 being performed, in particularly with Boykin, that
9 the tenant was DTW, Sr. Inc. as in Exhibit 15.
10 That was the operative lease; is that correct?

11 A That's correct.

12 Q Okay.

13 Q There is another -- Exhibit 14. Tell the
14 court what transpired that gave rise to this lease
15 in Exhibit 14?

16 A Okay. After ---

17 Q First of all, what's the date of that
18 lease?

19 A The date is June 27th, 2008.

20 Q Okay. And that was after Boykin had --

21 A Yeah, we opened up on June 11th, 2008.

22 Q Okay. What gave rise to this?

23 A Well, we had one lease through DWT, Sr.
24 and they were kind of falling behind on the rent
25 over there, and it was -- we was real -- we was

1 afraid that with him falling behind that the
2 tenant would come back against all of us since it
3 was all one entity. So we asked him to break it
4 up into two different connections so the comedy
5 club would be in one and the other one would be in
6 the other, and he did that for us.

7 Q When you say on entity, you mean one
8 building?

9 A One total building, that's right. He
10 broke it up, broke it up for Kirby Enterprises.
11 Like I said, we was going to lease it back to New
12 Covenant Church.

13 Q Okay. And, in fact, once the bingo was
14 up and running, the lease payments and the
15 agreement was in place with the Church?

16 A That's correct.

17 Q The lease payments were actually made by
18 the church?

19 A That's right. They made it under New
20 Covenant Christian Church. The checking account
21 and everything is for the church.

22 MR. MULLINS: All right. Your Honor,
23 bear with me one second. I have misplaced the --

24 THE COURT: Sure.

25 DIRECT EXAMINATION CONTINUED

1 BY MR. MULLINS:

2 Q I handed you -- tell me what your
3 understanding is of the document that I have just
4 handed you.

5 A This is a financial statement that we get
6 each month from our accountant.

7 Q Who is "we"?

8 A I'm sorry?

9 Q Who is we?

10 A Well, ---

11 Q Who gets ---

12 A New Covenant Christian Church and the
13 promoter, Kirby Enterprises, gets one. The
14 promoter gets one, Kirby Enterprises, and the New
15 Covenant Christian Church gets one.

16 Q It's the New Covenant Church's statement
17 of income and expenses?

18 A That's right.

19 Q Is that what it says up at the top?

20 A Yes, sir.

21 Q And it lists Kirby Enterprises of
22 Columbia as the promoter?

23 A That's right, it does.

24 Q Okay.

25 Q And this is for the year ending 2008?

1 A Yes.

2 Q All right. Turn to the second page
3 there.

4 A All right.

5 Q What does it reflect regarding rent and
6 lease payments?

7 A \$81,309.30.

8 Q What does that mean?

9 A That's the rental that we paid year-to-
10 date.

11 Q Who paid that, New Covenant Church?

12 A New Covenant Church paid it, that's
13 right.

14 Q I want to make sure because I - I know
15 you're trying to answer the question. I want to
16 make sure it's clear for the court. This is the
17 statements of income and expenses for New Covenant
18 Church; is that correct?

19 A That's correct.

20 Q And this is a document that you had
21 received from the accountant, correct?

22 A That's correct.

23 Q About how often would you receive one of
24 these?

25 A Once a month.

1 Q Okay. So this reflects the income and
2 expenses of the New Covenant Church; correct?

3 A Yes. It does.

4 Q So what does this show in terms of the
5 rent?

6 A Year-to-date it shows \$81,309.30,
7 year-to-date.

8 Q Those would be rental expenses for the
9 bingo operation?

10 A That's the building rental expense,
11 right.

12 Q All right. Let me ask you to turn to
13 Exhibit 13?

14 A Okay.

15 Q The last two -- the last four pages of
16 that exhibit.

17 A Okay.

18 Q Can you tell the court what this is for,
19 perhaps?

20 A Yes, these checks are for Jack McPherson.
21 They were electricians that came out and had to
22 repair some of the wiring that was done in the
23 bingo. The wiring that was run from the lights to
24 where -- Unit 300 back to the back panel, they
25 said they had the wrong wiring run and they had to

1 rerun that wiring, because the lights kept going
2 out. The whole section of lights kept going out
3 in the bingo hall, so they had to come out and
4 rewire those lights.

5 Q All right. So that was a total of \$7,500
6 you paid for that?

7 A Well \$4,000 -- \$4,000 of it was for that
8 and the \$3,500 was for the second space.

9 Q Okay.

10 A Yes, sir.

11 Q All right. And this was done in January
12 and February of '09?

13 A That's correct.

14 Q Okay.

15 Q Did any of the work that was performed by
16 anybody on this project, did you individually pay
17 for any of the work?

18 A No, sir.

19 Q Would you individually benefit from any
20 of this work?

21 A No, sir.

22 MR. MULLINS: Thank you Mr. Kirby.
23 Please answer any questions Mr. McDonald may have,
24 please.

25 THE WITNESS: Okay.

1 THE COURT: Cross-examination?

2 MR. McDONALD: I have some, Your Honor, but I
3 think my lunch coffee is kicking in. I'm prepared
4 to go ahead but I'd like to take - can we take a
5 quick break?

6 THE COURT: Take five minutes. Do you need
7 to take a break?

8 THE WITNESS: I'm fine.

9 THE COURT: I'll stay here with you.

10 MR. McDONALD: Be right back. Thank you.

11 (BRIEF RECESS)

12 MR. McDONALD: Are you ready, Judge?

13 THE COURT: Anytime you are, yes.

14 MR. McDONALD: Yes, sir. Thank you for the
15 accommodation.

16 CROSS-EXAMINATION

17 BY MR. McDONALD:

18 Q How are you fine.

19 A Fine.

20 Q We've had occasions to meet a couple of
21 times. I have some questions to ask you, sir.

22 A Yes.

23 Q Let's make a few things clear if we can.
24 I understood from your testimony, you said there
25 was about 44,000 square feet of the old Winn-Dixie

1 that compromises (sic) the space of the bingo and
2 the comedy club; is that right?

3 A That's correct.

4 Q And you didn't have anything to do with
5 the comedy club?

6 A That's correct.

7 Q That was Mr. Whigham and his company; is
8 that right?

9 A Yes, sir, that's correct.

10 Q And you said that the lease you pointed
11 out in Exhibit 15 was to DTW, Sr. Incorporated; is
12 that right?

13 A That's correct.

14 Q All right. But you -- and then you said
15 that you were, on behalf of Kirby Enterprises you
16 hired -- Kirby Enterprises, according to your
17 testimony, hired Hemphill & Associates to do all
18 the work not in the comedy club but for your bingo
19 upfit?

20 A That's correct.

21 Q And you hired Hemphill & Associates in
22 2007 is what you said, right?

23 A That's correct.

24 Q You didn't have a lease -- according to
25 your testimony, you didn't have a lease for this

1 space in 2007. Right.

2 Q But yet you hired a general contractor?

3 A Well, I didn't hire him. What happened
4 is he gave us two quotes. He broke the quotes
5 down to the comedy club and broke it down to the
6 bingo halls, the two areas. That's the way that
7 he broke the quotes down.

8 Q Did I misunderstand you in response to
9 Mr. Mullin's question when you said you entered
10 into a contract with Hemphill & Associates to do
11 the bingo space?

12 A That's correct, yes.

13 Q And you did that while the Lease, which
14 is Exhibit 15, was in place; correct?

15 A That's correct.

16 Q And DTW didn't have anything to do with
17 the bingo space, did they?

18 A In a roundabout way he did but legally he
19 did not.

20 Q You just want to say he did not? Is that
21 a better answer?

22 A I'll say that.

23 Q So you were for your -- according to your
24 testimony, for Kirby Enterprises you were activity
25 doing work in the space that became the bingo

1 before you individually were on the lease,
2 correct?

3 A I was the project manager for that space.

4 Q Well, and Hemphill was the general
5 contractor doing work on that space?

6 A That's correct.

7 Q And they were doing work on that space
8 for who? For who?

9 A They were doing it for Kirby Enterprises
10 and New Covenant Christian Church, is who they
11 were doing it for - their part of it, and for the
12 comedy club on the other part.

13 Q Now, you said -- there was a lot of
14 questions about no contract. Have you brought
15 into this court a contract that you had with
16 Hemphill & Associates?

17 A We just got the quote.

18 Q That doesn't say anything about New
19 Covenant Church on it, does it?

20 A No, sir, it doesn't.

21 Q. It doesn't say anything about Kirby
22 Enterprises on it, does it?

23 A. I'll have to look at it. What exhibit is
24 that, sir?

25 Q I believe it's 21?

1 A That's right.

2 Q So that was your understanding that he
3 would do all this work for \$316,400?

4 A That's correct.

5 Q Okay. All right. I'll talk about that
6 more in a minute. Let's talk about Kirby
7 Enterprises for a second.

8 A Okay.

9 Q You are the sole shareholder of Kirby
10 Enterprises, correct?

11 A I am. I am.

12 Q You are the only officer of Kirby
13 Enterprises?

14 A I am the president.

15 Q Are there any other people that hold
16 offices with Kirby Enterprises?

17 A Well, I don't know if they are registered
18 at Secretary of State, but my wife.

19 Q Is she an officer of the company, do you
20 know?

21 A She the Secretary.

22 Q Okay. And she doesn't own any stock in
23 the company?

24 A No, she doesn't own any stock.

25 Q There are no employees?

1 A No employees at the present time. There
2 have been employees.

3 Q Well, if Kirby Enterprises benefits
4 financially, are you telling Judge Cooper here
5 that you don't benefit financially?

6 A Yes, I am.

7 Q You do?

8 A I mean, Kirby Enterprises could
9 benefit -- I mean, yes. Personally.

10 Q You're saying you received no personal
11 benefit if the company in which you're the sole
12 shareholder is profiting?

13 A The only way that I have benefit is if
14 Kirby Enterprises is profitable and at the end of
15 the year they write me a check, then I'm
16 profitable. If they lose money, then I'm not
17 profitable. If they don't make money, I'm not
18 profitable. But Kirby Enterprises is a
19 corporation.

20 Q Well, so is Apple, but if I owned stock
21 in Apple and it benefits, I benefit?

22 A But what if it loses money?

23 Q Well, then I made a bad investment.

24 A Okay. Same thing.

25 Q Just to be clear, are you denying that

1 you receive any individual benefit if Kirby

2 Enterprises is in a profitable venture?

3 A I don't see personal benefit, no.

4 Q You let the money sit in the bank account
5 and you never touch it?

6 A If there's money there, then I probably
7 would, but I haven't had that luxury so far.

8 Q Okay. Look at the lease on Exhibit 17 if
9 you would, Mr. Kirby, -- on Exhibit 15, I'm sorry.

10 A Okay.

11 Q This is for the entire space of 44,000
12 square feet, correct?

13 A Yes, sir.

14 Q All right. Look on the back, very back
15 page?

16 A Yes, sir.

17 Q Are you there?

18 A I am.

19 Q Where it says tenant, and it has
20 something in it. I see your name on it. Wayne
21 Kirby?

22 A It has David Whigham and Wayne Kirby;
23 yes, sir.

24 Q Does that look like your signature under?

25 A Yes. It does look like my signature.

1 Q Under May 1st?

2 A Yes, it does.

3 Q You have nothing to do with DTW?

4 A No, sir.

5 Q You're not an officer, shareholder,

6 employee?

7 A No.

8 Q Now, let's look at Exhibit 14, which is a

9 lease you represent to the court that Kirby

10 Enterprises is the tenant in this space. Is that

11 what you told us?

12 A Let me see here. Where are you at?

13 Q I'm at Exhibit 14, sir.

14 A Okay. Fourteen. It's got Wayne Kirby,

15 Carolina Gold Bingo.

16 Q It doesn't say Kirby Enterprises does it?

17 A No, sir it doesn't.

18 Q Nowhere in this document does it say

19 Kirby Enterprises?

20 A No, sir, it doesn't.

21 Q Wayne Kirby is the tenant in the space on

22 which Boykin performed work; isn't that correct?

23 A This was after the situation. This

24 contract here, this lease here, we entered in

25 after we had opened the bingo hall up.

1 Q So is it your testimony that because you
2 didn't sign a lease in your individual name until
3 after Boykin left, you couldn't possibly have any
4 responsibility to Boykin?

5 A No, sir, what I said is that I'm not
6 personally obligated.

7 Q You are?

8 A It is Kirby Enterprises.

9 Q Okay. But Kirby Enterprises is not on
10 the lease, correct? Exhibit 14, no Kirby
11 Enterprises?

12 A Right.

13 Q And Kirby Enterprises, according to your
14 testimony was performing extensive work in the
15 space that was the bingo area before you ever
16 signed Exhibit 14, correct?

17 A Correct.

18 Q You didn't tell any of those people to go
19 see David Whigham about getting paid, did you?

20 A They saw Hemphill.

21 Q No, they saw you.

22 A They didn't see me.

23 Q They saw ---

24 A I never wrote a personal check to anybody
25 on that bingo operations.

1 Q You wrote a number of checks for Kirby
2 Enterprises?

3 A Kirby Enterprises. I did not write any
4 personal checks.

5 Q All right. I understand.

6 A Yes, sir. The only reason my name is on
7 this other one, for DTW, sir, is because I had to
8 be a personal guarantor on that. That's the only
9 reason that it is on there. David Whigham felt
10 like it would be more comfortable for me to
11 personally guarantee the loan with him.

12 Q Okay. Let's go to Exhibit 21, Mr. Kirby,
13 please?

14 A Okay, okay.

15 Q And this is what you're representing as
16 the contract that you had with Hemphill &
17 Associates. This document.

18 A This is his estimate and what I
19 considered a contract, yes, sir.

20 Q And you say that Kirby Enterprises hired
21 Hemphill & Associates or entered into the contract
22 with Hemphill & Associates?

23 A Well, it was Kirby Enterprises/DTW, Sr.
24 Inc./New Covenant Christian Church.

25 Q And none of those names are on this

1 Q They never came back after that, did
2 they?

3 A They did not.

4 Q Okay. So after that point in time, you
5 or Kirby Enterprises according to your testimony
6 began taking control and hiring and paying people
7 to finish out the space; isn't that right?

8 A We did, but we tried to get Hemphill.
9 Like I said, Hemphill had a situation with the
10 comedy club next door, and he had some hard
11 feelings over there, so he wouldn't ever return
12 our call. So, yes, we started doing that.

13 Q Did he perhaps have any hard feelings
14 about your job for you running out of money?

15 A Not that I'm aware of.

16 Q Okay.

17 Q All right. So -- you said in your direct
18 testimony that you got -- you got a new capital
19 infusion from an investor; is that right?

20 A Yes.

21 Q Okay. I'm looking on the second page
22 here and I see in Exhibit 16 a loan from NBSC.

23 A Right.

24 Q Did you -- was there a loan extended from
25 NBSC?

1 A There was. It was to me.

2 Q To Wayne Kirby?

3 A It was to Wayne Kirby, yes. But it had
4 to have -- it was secured -- it was secured by
5 land from Ben and Ann Miller.

6 Q Okay. So NBSC loaned you \$300,000
7 secured by collateral from others?

8 A Right.

9 Q And then ---

10 A And I loaned that \$300,000 to Kirby
11 Enterprises.

12 Q Who did, NBSC?

13 A I did.

14 Q You did?

15 A I mean, when NBSC got it, it went into
16 Kirby Enterprises as a loan from NBSC.

17 Q NBSC made the loan to you, you loaned the
18 money to Kirby Enterprises; correct?

19 A That's correct. Well, it went straight
20 in from NBSC to Kirby Enterprises, but I had to be
21 the one on the Note.

22 Q Okay. Now, this gets you back on the
23 plus side of the ledger once you did that?

24 A That's right.

25 Q Those loan funds. At this time Hemphill

1 Q Okay. Now, are you saying that Boykin or
2 Tom Brock or this entity over here should have
3 been paid from Larry Palmer; is that what you're
4 saying?

5 A That's exactly what I'm saying.

6 Q Okay. And that's what you thought before
7 you received an invoice from Boykin Contracting?

8 A Sir, I never received an invoice from him
9 for three month after the work had been completed.
10 Okay? Whenever I was given Larry Palmer checks, I
11 was assuming he was paying Brock. I mean, I don't
12 know what he was doing with his money but I was
13 writing checks to Larry Palmer and I was getting
14 nothing from Mr. Brock. I got nothing from him.

15 Q What was the amount left that Larry
16 Palmer was supposed to finish this work for?

17 A \$5,000.

18 Q Okay. It's your testimony that Tom
19 Brock, Boykin Contracting, was going to come in
20 here, hook up all these rooftop units, get lights
21 burning back here in the back and work in the
22 panel room for \$5,000 or less; is that your
23 testimony?

24 A Absolutely. If Tom Brock would come to
25 me from day one and told me what he was going to

1 charge, we wouldn't be in this courtroom right now
2 because he wouldn't have ever stepped on the job.
3 I never would have hired him if I have had known
4 it was going to be that price.

5 Q You would have never hired him?

6 A Well, when I say hired him.

7 Q If you had known that would have been the
8 price. Is that what you just said?

9 A Well, what I said was wrong. When he
10 came in, he would not done any work on the
11 project. That's what I meant to say on that. He
12 would never have stepped foot on the job if he'd
13 told me if - plus, if he had told me that it was
14 Boykin Contracting, he probably would have.

15 Q Thank you Mr. Kirby, I don't have any
16 further questions?

17 THE COURT: Redirect?

18 MR. MULLINS: Before I forget, Your Honor, I
19 don't think I had moved the financial statement
20 from the Covenant Church into evidence.

21 MR. McDONALD: Your Honor, I can't see the
22 relevance of that or what the possible relevance
23 is. I realize we're a nonjury trial but the
24 statements of New Covenant Church ---

25 THE COURT: What's the relevance?

1 MR. MULLINS: May I publish -- I can ask a
2 couple followup questions.

3 THE COURT: Sure.

4 REDIRECT EXAMINATION

5 BY MR. MULLINS:

6 Q Mr. Kirby, you've got a copy of the ---

7 A I do.

8 Q All right. Do you see the line for the
9 rent payments that were made in 2008 by the
10 church?

11 A Yes, sir.

12 Q Who were those rent payments made to?

13 A They were made to L N. Dentsville Square
14 LLC. That's the landlord.

15 Q Owner of the property?

16 A Owner of the property.

17 Q Okay. Let me ask you this. Mr. McDonald
18 was asking you some questions about this
19 Exhibit 16 and the status of the dollars that were
20 left on the -- that were in your account?

21 A Right.

22 Q Look at Exhibit 16, if you will, for me?

23 A Okay.

24 Q I think there were some questions
25 about -- your testimony is this list may be

1 A Right.

2 Q This sheet shows a lot of items that were
3 not contemplated in the Hemphill budget; is that
4 correct?

5 A Correct.

6 Q Look at Exhibit 16 for me, if you will?

7 A Right.

8 Q There are bingo supplies.

9 A Right, bingo supplies, bingo machines and
10 stuff like that; yes, sir.

11 Q You had lot of other things that you
12 needed?

13 A Right.

14 Q The promoter and the Church needed to
15 operate?

16 A Right. Office supplies, computers and
17 stuff like that. Yeah.

18 Q Okay. All right. Let me ask you this.

19 Mr. McDonald had asked you and I'm just wanting to
20 get some clarification on this New Covenant Church
21 statement of income and expenses, there was some
22 question. I think you had mentioned that at some
23 point when the bingo operations opened up that
24 there were payments that were being made by the
25 church?

1 A That's correct.

2 Q Correct? All right. You see that
3 entry, maintenance and repairs on the first page
4 there?

5 A Yes, sir.

6 Q There is a couple of different items but
7 do you see the one leasehold?

8 A Yes.

9 Q All right. What was the amount that was
10 paid by the church?

11 A \$74,311.

12 Q And that was for repairs to the ---

13 A To the building, something that was going
14 on to the building, yes, sir. It had to be done
15 to the building.

16 Q All right. Thank you. And your
17 testimony is that the contract that you had with
18 the Church, which was Exhibit 19, you recall that
19 we looked at section five that effectively Kirby
20 Enterprises was leasing the space to the Church?

21 A That's correct.

22 Q Correct?

23 A Because the Church was paying the
24 payment, that's right.

25 Q I'm talking about the leasehold interest?

1 A Yes.

2 Q So you as the promoter, Kirby
3 Enterprises, was leasing the properties to the
4 church?

5 A That's correct.

6 Q Is that what section five says?

7 A I'm sorry?

8 Q Section five?

9 A Section five says, yes, that the promoter
10 agrees to lease -- (reading): that the sponsor
11 agrees to lease from the promoter all the bingo
12 equipment, furniture, fixtures, ---

13 COURT REPORTER: You need to slow down.

14 THE WITNESS: Sorry. (Reading): "...fixtures
15 for the operation of bingo games at a rate of
16 \$1,000 per month." Then it says down below that
17 the promoter agrees to lease sponsor, and sponsor
18 agrees to lease from promoter, the building space
19 and operate bingo games at the rate of \$10,000 per
20 month.

21 CROSS EXAMINATION CONTINUED

22 BY MR. MULLINS:

23 Q All right. I want to talk about
24 Mr. Palmer's work for a minute. I think you had
25 stated that you had paid Mr. Palmer eighty percent

1 of the ---

2 A Eighty percent of the money had been
3 paid, yes, sir for the electrical work.

4 Q All right. And your understanding was
5 that at the time you were talking to Mr. Brock
6 that Mr. Palmer was going to complete the work for
7 the amount of \$25,000?

8 A That's right.

9 Q Look at Exhibit 22, if you would

10 A Okay.

11 Q This reference, that's the summary of
12 what you're contending were the payments made to
13 electrical?

14 A Yes, sir.

15 Q And the payments made to Hemphill earlier
16 in the project, can you describe to the court what
17 your understanding was with regard to the
18 electrical material?

19 A Yes, they said they had to have upfront
20 payment for the materials, so we wrote them a
21 check to go buy the electrical equipment to do the
22 electrical work that needed to be done at those
23 two spaces.

24 Q So your understanding was that you had
25 already paid for all the materials ---

1 A I paid for all the materials.

2 Q --- that were going to be required?

3 A That's right.

4 MR. MULLINS: Thank you.

5 MR. McDONALD: Your Honor, I have one brief
6 thing I'd ---

7 MR. MULLINS: Your Honor, I think it's
8 relevant as to who received -- who may have
9 benefitted. In terms of arguments to be made by
10 plaintiff's counsel, I think it's relative to
11 payments that may have been made by the Church
12 regarding the upfitting for the leaseholder. So
13 we do think it's --

14 THE COURT: All right, sir. I'll admit it.

15 MR. McDONALD: Your Honor, if I may be brief.

16 THE COURT: All right.

17 REDIRECT EXAMINATION

18 BY MR. MULLINS:

19 Q Mr. Kirby, you spoke earlier about
20 electrical work repairs that you called
21 McPherson's for; is that right? Your Exhibit 23?
22 Joint Exhibit 23?

23 A Okay.

24 Q And just to be clear, you engaged some
25 person with the last name McPherson to do this

1 THE COURT: Certainly. Let's mark this.

2 MR. BRUNER: Yes, sir. I believe that's
3 number 26.

4 THE COURT: Well, the court reporter needs it.

5 (SO ENTERED AS EXHIBIT 26)

6 THE COURT: Mr. Bruner.

7 MR. BRUNER: Yes, Your Honor. At this time,
8 the defendant Wayne Kirby moves under Rule 15B to
9 amend the pleadings to conform to the evidence, to
10 allege additional offenses of illegality. Your
11 Honor, the basis for this is -- as you've heard,
12 there was no permit pulled for this work that
13 Boykin performed. I'll ask the court to take
14 judicial notice of Richland County ordinances and
15 I have copies to pass around, if I may approach,
16 Your Honor.

17 THE COURT: Sure.

18 MR. BRUNER: And I have several, Your Honor.
19 I'll start with Section 643. This is the Richland
20 County Ordinance requiring a permit for any
21 electrical installation in a commercial building.
22 For the record it says, "No person shall
23 construct, alter, repair, remove, improve, convert
24 or demolish any building or structure or
25 installation of electrical, gas or plumbing

1 equipment or other apparatus regulated by this
2 chapter without first obtaining from the Buildings
3 official a separate permit ..." - and that's the key
4 language, a separate permit - "...for each such
5 building structure or installation."

6 What is important about the structure of that
7 sentence is there is a separate permit for the
8 building, for the structure or for the
9 installation.

10 Your Honor, we've got evidence that the
11 plumber certainly thought he had to go get a
12 separate permit, a plumbing permit for this
13 project despite Hemphill's general contractor's
14 permit. We believe this is a question of law for
15 the court. We believe that this ordinance
16 requires a separate permit for any electrical work
17 done, and that the failure to have an electrical
18 permit is a violation of the County ordinance.
19 Therefore, under the law Boykin may not recover
20 for their work done without a permit.

21 Your Honor, we've got Richland County
22 Ordinance 651.

23 If I may approach, Your Honor.

24 THE COURT: Yes.

25 MR. BRUNER: Your Honor, Richland County

1 Ordinance 6-51, Paragraph B, contemplates a
2 project when there is not a licensed electrical
3 contractor on the job. It says that when a
4 licensed contractor is not involved, the
5 individual person will secure a permit for the
6 work.

7 We clearly had a licensed contractor in this
8 case. It's our position that these ordinances
9 require the contractor to provide the permit, to
10 pull the permit. It's the contractor's
11 obligation.

12 Your Honor, Section 6-47, which discusses the
13 transfer of a permit says, in the second sentence,
14 (reading): "If permission is not granted by the
15 original permit holder,..." -- and that would be
16 Hemphill in this case, "...the person who completes
17 the construction or installation..." -- that would
18 be Boykin in this case - "...shall secure a permit,
19 shall secure a permit covering the work he/she
20 does and shall be responsible." That's the
21 contractor shall be responsible in either case for
22 all the work done under his or her supervision.

23 I think it's clear the ordinances require the
24 contractor, the electrical contractor to pull a
25 permit in this case.

Job Cost Analysis

For the Period From 01/01/08 To 12/31/08

Vendor Name	Check #	Check Date	Inv#	Inv Date	Amount	Retainage	Work Comp	Net
JOB #:	699							
Cost Code	01010							
Cost Type	L							
Payroll	16002	04/17/08			\$504.00	\$0.00	\$0.00	\$504.00 Man
Payroll	16033	04/17/08			\$310.00	\$0.00	\$0.00	\$310.00 Man
Payroll	16061	04/24/08			\$840.00	\$0.00	\$0.00	\$840.00 Man
Payroll	16092	04/24/08			\$1,178.00	\$0.00	\$0.00	\$1,178.00 Man
Payroll	16099	04/24/08			\$448.50	\$0.00	\$0.00	\$448.50 Man
Payroll	18002	05/01/08			\$409.50	\$0.00	\$0.00	\$409.50 Man
Payroll	18034	05/01/08			\$1,255.50	\$0.00	\$0.00	\$1,255.50 Man
Payroll	19002	05/08/08			\$168.00	\$0.00	\$0.00	\$168.00 Man
Payroll	19034	05/08/08			\$620.00	\$0.00	\$0.00	\$620.00 Man
Payroll	19041	05/08/08			\$516.75	\$0.00	\$0.00	\$516.75 Man
Payroll	20034	05/15/08			\$682.00	\$0.00	\$0.00	\$682.00 Man
Current Period Cost Type Totals					\$6,932.25	\$0.00	\$0.00	\$6,932.25
Ending Balance							\$6,932.25	

Cost Code	01080							
Cost Type	L							
Payroll	18001	05/01/08			\$437.00	\$0.00	\$0.00	\$437.00 Man
Current Period Cost Type Totals					\$437.00	\$0.00	\$0.00	\$437.00
Ending Balance							\$437.00	

Cost Code	01180							
Cost Type	O							
BB&T Credit Cards	365539	04/14/08	05.09.08 3	05/09/08	\$45.47	\$0.00	\$0.00	\$45.47 Ap
Current Period Cost Type Totals					\$45.47	\$0.00	\$0.00	\$45.47
Ending Balance							\$45.47	

Cost Code	01210							
Cost Type	O							
A&Z Construction Printing	10785	05/22/08	71620	04/10/08	\$16.33	\$0.00	\$0.00	\$16.33 Ap
Current Period Cost Type Totals					\$16.33	\$0.00	\$0.00	\$16.33
Ending Balance							\$16.33	

Cost Code	01260							
Cost Type	L							
Payroll	16002	04/17/08			\$150.00	\$0.00	\$0.00	\$150.00 Man
Payroll	16033	04/17/08			\$250.00	\$0.00	\$0.00	\$250.00 Man
Payroll	16033	04/17/08			\$250.00	\$0.00	\$0.00	\$250.00 Man
Payroll	16042	04/17/08			\$50.00	\$0.00	\$0.00	\$50.00 Man

Friday, March 06, 2009

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PLAINTIFF'S
EXHIBIT

1

Page 1 of 7

R-177

<i>Vendor Name</i>	<i>Check #</i>	<i>Check Date</i>	<i>Inv#</i>	<i>Inv Date</i>	<i>Amount</i>	<i>Retainage</i>	<i>Work Comp</i>	<i>Net</i>	
Payroll	16061	04/24/08			\$150.00	\$0.00	\$0.00	\$150.00	Man
Payroll	16092	04/24/08			\$250.00	\$0.00	\$0.00	\$250.00	Man
Payroll	16092	04/24/08			\$250.00	\$0.00	\$0.00	\$250.00	Man
Payroll	16099	04/24/08			\$100.00	\$0.00	\$0.00	\$100.00	Man
Payroll	16101	04/24/08			\$150.00	\$0.00	\$0.00	\$150.00	Man
Payroll	18002	05/01/08			\$75.00	\$0.00	\$0.00	\$75.00	Man
Payroll	18041	05/01/08			\$50.00	\$0.00	\$0.00	\$50.00	Man
Payroll	18043	05/01/08			\$150.00	\$0.00	\$0.00	\$150.00	Man
Payroll	19002	05/08/08			\$50.00	\$0.00	\$0.00	\$50.00	Man
Payroll	19034	05/08/08			\$250.00	\$0.00	\$0.00	\$250.00	Man
Payroll	19034	05/08/08			\$250.00	\$0.00	\$0.00	\$250.00	Man
Payroll	19041	05/08/08			\$50.00	\$0.00	\$0.00	\$50.00	Man
Payroll	19043	05/08/08			\$75.00	\$0.00	\$0.00	\$75.00	Man
Payroll	20044	05/15/08			\$150.00	\$0.00	\$0.00	\$150.00	Man
Current Period Cost Type Totals					\$2,700.00	\$0.00	\$0.00	\$2,700.00	
Ending Balance							\$2,700.00		

Cost Code 01280
Cost Type 0

BB&T Credit Cards	365461	03/03/08	04.09.08 5	04/09/08	\$75.00	\$0.00	\$0.00	\$75.00	Ap
BB&T Credit Cards	365461	03/03/08	04.09.08 5	04/09/08	\$70.00	\$0.00	\$0.00	\$70.00	Ap
BB&T Credit Cards	365539	04/14/08	05.09.08 3	05/09/08	\$50.00	\$0.00	\$0.00	\$50.00	Ap
BB&T Credit Cards	365539	04/14/08	05.09.08 3	05/09/08	\$79.51	\$0.00	\$0.00	\$79.51	Ap
BB&T Credit Cards	365539	04/14/08	05.09.08 3	05/09/08	\$75.00	\$0.00	\$0.00	\$75.00	Ap
BB&T Credit Cards	365539	04/14/08	05.09.08 3	05/09/08	\$73.80	\$0.00	\$0.00	\$73.80	Ap
BB&T Credit Cards	365539	04/14/08	05.09.08 3	05/09/08	\$75.00	\$0.00	\$0.00	\$75.00	Ap
BB&T Credit Cards	365539	04/14/08	05.09.08 3	05/09/08	\$50.00	\$0.00	\$0.00	\$50.00	Ap
BB&T Credit Cards	365539	04/14/08	05.09.08 3	05/09/08	\$50.00	\$0.00	\$0.00	\$50.00	Ap
BB&T Credit Cards	365539	04/14/08	05.09.08 3	05/09/08	\$10.00	\$0.00	\$0.00	\$10.00	Ap
BB&T Credit Cards	365539	04/14/08	05.09.08 3	05/09/08	\$25.00	\$0.00	\$0.00	\$25.00	Ap
BB&T Credit Cards	365539	04/14/08	05.09.08 3	05/09/08	\$57.00	\$0.00	\$0.00	\$57.00	Ap
BB&T Credit Cards	365539	04/14/08	05.09.08 3	05/09/08	\$88.05	\$0.00	\$0.00	\$88.05	Ap
BB&T Credit Cards	365539	04/14/08	05.09.08 3	05/09/08	\$75.00	\$0.00	\$0.00	\$75.00	Ap
BB&T Credit Cards	365539	04/14/08	05.09.08 3	05/09/08	\$59.26	\$0.00	\$0.00	\$59.26	Ap
BB&T Credit Cards	365555	04/21/08	05.09.08 2	05/09/08	\$75.00	\$0.00	\$0.00	\$75.00	Ap
BB&T Credit Cards	365555	04/21/08	05.09.08 2	05/09/08	\$75.45	\$0.00	\$0.00	\$75.45	Ap
BB&T Credit Cards	365555	04/21/08	05.09.08 2	05/09/08	\$84.20	\$0.00	\$0.00	\$84.20	Ap
BB&T Credit Cards	365555	04/21/08	05.09.08 2	05/09/08	\$75.73	\$0.00	\$0.00	\$75.73	Ap
BB&T Credit Cards	365555	04/21/08	05.09.08 2	05/09/08	\$39.39	\$0.00	\$0.00	\$39.39	Ap
BB&T Credit Cards	365555	04/21/08	05.09.08 2	05/09/08	\$75.00	\$0.00	\$0.00	\$75.00	Ap
BB&T Credit Cards	365555	04/21/08	05.09.08 2	05/09/08	\$71.00	\$0.00	\$0.00	\$71.00	Ap
BB&T Credit Cards	365555	04/21/08	05.09.08 2	05/09/08	\$59.78	\$0.00	\$0.00	\$59.78	Ap
BB&T Credit Cards	365555	04/21/08	05.09.08 2	05/09/08	\$64.60	\$0.00	\$0.00	\$64.60	Ap
BB&T Credit Cards	365579	04/30/08	05.09.08 5	05/09/08	\$11.00	\$0.00	\$0.00	\$11.00	Ap
BB&T Credit Cards	365579	04/30/08	05.09.08 5	05/09/08	\$75.00	\$0.00	\$0.00	\$75.00	Ap
BB&T Credit Cards	365579	04/30/08	05.09.08 5	05/09/08	\$8.00	\$0.00	\$0.00	\$8.00	Ap
BB&T Credit Cards	365579	04/30/08	05.09.08 5	05/09/08	\$82.14	\$0.00	\$0.00	\$82.14	Ap

<i>Vendor Name</i>	<i>Check #</i>	<i>Check Date</i>	<i>Inv#</i>	<i>Inv Date</i>	<i>Amount</i>	<i>Retainage</i>	<i>Work Comp</i>	<i>Net</i>	
BB&T Credit Cards	365579	04/30/08	05.09.08 5	05/09/08	\$75.00	\$0.00	\$0.00	\$75.00	Ap
BB&T Credit Cards	365587	05/06/08	05.09.08 4	05/09/08	\$68.56	\$0.00	\$0.00	\$68.56	Ap
BB&T Credit Cards	365587	05/06/08	05.09.08 4	05/09/08	\$74.00	\$0.00	\$0.00	\$74.00	Ap
BB&T Credit Cards	365587	05/06/08	05.09.08 4	05/09/08	\$67.00	\$0.00	\$0.00	\$67.00	Ap
BB&T Credit Cards	365587	05/06/08	05.09.08 4	05/09/08	\$75.00	\$0.00	\$0.00	\$75.00	Ap
BB&T Credit Cards	365600	05/12/08	05.09.08 1	05/09/08	\$75.00	\$0.00	\$0.00	\$75.00	Ap
BB&T Credit Cards	365600	05/12/08	05.09.08 1	05/09/08	\$72.00	\$0.00	\$0.00	\$72.00	Ap
Current Period Cost Type Totals					\$2,215.47	\$0.00	\$0.00	\$2,215.47	
Ending Balance								\$2,215.47	

Cost Code 09000

Cost Type M

Hilti, Inc.	10711	05/15/08	1604684394	04/14/08	\$354.57	\$0.00	\$0.00	\$354.57	Ap
Consolidated Electrical Distri	10832	06/06/08	1140-48525	04/14/08	\$55.27	\$0.00	\$0.00	\$55.27	Ap
Consolidated Electrical Distri	10832	06/06/08	1140-48570	04/22/08	\$49.86	\$0.00	\$0.00	\$49.86	Ap
Current Period Cost Type Totals					\$459.70	\$0.00	\$0.00	\$459.70	
Ending Balance								\$459.70	

Cost Code 16000

Cost Type L

Payroll	16039	04/17/08			\$336.00	\$0.00	\$0.00	\$336.00	Man
Payroll	16042	04/17/08			\$680.04	\$0.00	\$0.00	\$680.04	Man
Payroll	16058	04/17/08			\$528.00	\$0.00	\$0.00	\$528.00	Man
Payroll	16060	04/24/08			\$402.50	\$0.00	\$0.00	\$402.50	Man
Payroll	16070	04/24/08			\$525.00	\$0.00	\$0.00	\$525.00	Man
Payroll	16091	04/24/08			\$665.00	\$0.00	\$0.00	\$665.00	Man
Payroll	16093	04/24/08			\$783.75	\$0.00	\$0.00	\$783.75	Man
Payroll	16098	04/24/08			\$560.00	\$0.00	\$0.00	\$560.00	Man
Payroll	16101	04/24/08			\$1,009.40	\$0.00	\$0.00	\$1,009.40	Man
Payroll	18011	05/01/08			\$570.00	\$0.00	\$0.00	\$570.00	Man
Payroll	18033	05/01/08			\$749.00	\$0.00	\$0.00	\$749.00	Man
Payroll	18035	05/01/08			\$858.00	\$0.00	\$0.00	\$858.00	Man
Payroll	18040	05/01/08			\$273.00	\$0.00	\$0.00	\$273.00	Man
Payroll	18041	05/01/08			\$165.75	\$0.00	\$0.00	\$165.75	Man
Payroll	18043	05/01/08			\$1,168.80	\$0.00	\$0.00	\$1,168.80	Man
Payroll	19001	05/08/08			\$304.75	\$0.00	\$0.00	\$304.75	Man
Payroll	19011	05/08/08			\$585.00	\$0.00	\$0.00	\$585.00	Man
Payroll	19033	05/08/08			\$280.00	\$0.00	\$0.00	\$280.00	Man
Payroll	19035	05/08/08			\$495.00	\$0.00	\$0.00	\$495.00	Man
Payroll	19040	05/08/08			\$112.00	\$0.00	\$0.00	\$112.00	Man
Payroll	19043	05/08/08			\$425.00	\$0.00	\$0.00	\$425.00	Man
Payroll	20033	05/15/08			\$308.00	\$0.00	\$0.00	\$308.00	Man
Payroll	20035	05/15/08			\$363.00	\$0.00	\$0.00	\$363.00	Man
Payroll	20044	05/15/08			\$467.50	\$0.00	\$0.00	\$467.50	Man
Current Period Cost Type Totals					\$12,614.49	\$0.00	\$0.00	\$12,614.49	
Ending Balance								\$12,614.49	

<i>Vendor Name</i>	<i>Check #</i>	<i>Check Date</i>	<i>Inv#</i>	<i>Inv Date</i>	<i>Amount</i>	<i>Retainage</i>	<i>Work Comp</i>	<i>Net</i>
<i>Cost Code</i> 16010								
<i>Cost Type</i> M								
BB&T Credit Cards	365461	03/03/08	04.09.08 5	04/09/08	\$21.76	\$0.00	\$0.00	\$21.76 Ap
BB&T Credit Cards	365461	03/03/08	04.09.08 5	04/09/08	\$13.61	\$0.00	\$0.00	\$13.61 Ap
BB&T Credit Cards	365539	04/14/08	05.09.08 3	05/09/08	\$29.90	\$0.00	\$0.00	\$29.90 Ap
BB&T Credit Cards	365539	04/14/08	05.09.08 3	05/09/08	\$43.71	\$0.00	\$0.00	\$43.71 Ap
BB&T Credit Cards	365555	04/21/08	05.09.08 2	05/09/08	\$25.68	\$0.00	\$0.00	\$25.68 Ap
BB&T Credit Cards	365555	04/21/08	05.09.08 2	05/09/08	\$29.19	\$0.00	\$0.00	\$29.19 Ap
BB&T Credit Cards	365555	04/21/08	05.09.08 2	05/09/08	(\$32.07)	\$0.00	\$0.00	(\$32.07) Ap
BB&T Credit Cards	365555	04/21/08	05.09.08 2	05/09/08	\$62.50	\$0.00	\$0.00	\$62.50 Ap
BB&T Credit Cards	365555	04/21/08	05.09.08 2	05/09/08	\$32.07	\$0.00	\$0.00	\$32.07 Ap
BB&T Credit Cards	365579	04/30/08	05.09.08 5	05/09/08	\$181.85	\$0.00	\$0.00	\$181.85 Ap
BB&T Credit Cards	365579	04/30/08	05.09.08 5	05/09/08	\$10.67	\$0.00	\$0.00	\$10.67 Ap
BB&T Credit Cards	365579	04/30/08	05.09.08 5	05/09/08	\$5.82	\$0.00	\$0.00	\$5.82 Ap
BB&T Credit Cards	365587	05/06/08	05.09.08 4	05/09/08	\$21.01	\$0.00	\$0.00	\$21.01 Ap
City Electric Supply Compan	10794	05/22/08	NEC/028797	04/23/08	\$94.77	\$0.00	\$0.00	\$94.77 Ap
HD Supply	11251	07/28/08	SE3180112	04/22/08	\$4.35	\$0.00	\$0.00	\$4.35 Ap
Current Period Cost Type Totals					\$544.82	\$0.00	\$0.00	\$544.82
Ending Balance							\$544.82	

<i>Cost Code</i> 16120								
<i>Cost Type</i> M								
City Electric Supply Compan	10794	05/22/08	NEC-028529	04/09/08	\$62.25	\$0.00	\$0.00	\$62.25 Ap
City Electric Supply Compan	10794	05/22/08	NEC/028521	04/09/08	\$396.02	\$0.00	\$0.00	\$396.02 Ap
C K Supply (Columbia)	10830	06/06/08	1140226914	04/30/08	\$46.01	\$0.00	\$0.00	\$46.01 Ap
Consolidated Electrical Distri	10832	06/06/08	1140-48540	04/16/08	\$26.53	\$0.00	\$0.00	\$26.53 Ap
Consolidated Electrical Distri	10832	06/06/08	1140-48515	04/11/08	\$685.13	\$0.00	\$0.00	\$685.13 Ap
Consolidated Electrical Distri	10832	06/06/08	1140-48531	04/15/08	\$150.06	\$0.00	\$0.00	\$150.06 Ap
Consolidated Electrical Distri	10832	06/06/08	1140-48585	04/24/08	\$861.40	\$0.00	\$0.00	\$861.40 Ap
Consolidated Electrical Distri	10832	06/06/08	1140-48528	04/15/08	\$201.42	\$0.00	\$0.00	\$201.42 Ap
Consolidated Electrical Distri	10832	06/06/08	1140-48546	04/17/08	\$94.20	\$0.00	\$0.00	\$94.20 Ap
Graybar Electric Company, I	10833	06/06/08	933557592	04/22/08	\$832.96	\$0.00	\$0.00	\$832.96 Ap
City Electric Supply Compan	11015	06/26/08	NEC/028867	04/28/08	\$220.40	\$0.00	\$0.00	\$220.40 Ap
HD Supply	11251	07/28/08	SE3181482	04/25/08	\$493.40	\$0.00	\$0.00	\$493.40 Ap
HD Supply	11251	07/28/08	SE3178636	04/22/08	\$6,298.06	\$0.00	\$0.00	\$6,298.06 Ap
Consolidated Electrical Distri	11252	07/28/08	1140-48601	04/28/08	\$2,622.07	\$0.00	\$0.00	\$2,622.07 Ap
HD Supply	11472	08/19/08	SE3189296	04/29/08	\$211.26	\$0.00	\$0.00	\$211.26 Ap
Current Period Cost Type Totals					\$13,201.17	\$0.00	\$0.00	\$13,201.17
Ending Balance							\$13,201.17	

<i>Cost Code</i> 16132								
<i>Cost Type</i> M								
City Electric Supply Compan	10794	05/22/08	NEC-028529	04/09/08	\$8.07	\$0.00	\$0.00	\$8.07 Ap
City Electric Supply Compan	10794	05/22/08	NEC/028538	04/09/08	\$124.52	\$0.00	\$0.00	\$124.52 Ap
City Electric Supply Compan	10794	05/22/08	NEC/028741	04/21/08	\$7.87	\$0.00	\$0.00	\$7.87 Ap

<i>Vendor Name</i>	<i>Check #</i>	<i>Check Date</i>	<i>Inv#</i>	<i>Inv Date</i>	<i>Amount</i>	<i>Retainage</i>	<i>Work Comp</i>	<i>Net</i>	
City Electric Supply Compan	10794	05/22/08	NEC/028851	04/25/08	\$24.13	\$0.00	\$0.00	\$24.13	Ap
Consolidated Electrical Distri	10832	06/06/08	1140-48525	04/14/08	\$1,695.95	\$0.00	\$0.00	\$1,695.95	Ap
Consolidated Electrical Distri	10832	06/06/08	1140-48511	04/10/08	\$361.13	\$0.00	\$0.00	\$361.13	Ap
Consolidated Electrical Distri	10832	06/06/08	1140-48528	04/15/08	\$30.35	\$0.00	\$0.00	\$30.35	Ap
Consolidated Electrical Distri	10832	06/06/08	1140-48551	04/18/08	\$465.23	\$0.00	\$0.00	\$465.23	Ap
Consolidated Electrical Distri	10832	06/06/08	1140-48536	04/16/08	\$1,384.83	\$0.00	\$0.00	\$1,384.83	Ap
Consolidated Electrical Distri	10832	06/06/08	1140-48540	04/16/08	\$107.47	\$0.00	\$0.00	\$107.47	Ap
Consolidated Electrical Distri	10832	06/06/08	1140-48531	04/15/08	\$143.22	\$0.00	\$0.00	\$143.22	Ap
City Electric Supply Compan	11015	06/26/08	NEC/028867	04/28/08	\$17.50	\$0.00	\$0.00	\$17.50	Ap
HD Supply	11251	07/28/08	SE3179354	04/21/08	\$94.58	\$0.00	\$0.00	\$94.58	Ap
HD Supply	11251	07/28/08	SE3181482	04/25/08	\$24.46	\$0.00	\$0.00	\$24.46	Ap
HD Supply	11251	07/28/08	SE3180112	04/22/08	\$7.70	\$0.00	\$0.00	\$7.70	Ap
HD Supply	11472	08/19/08	SE3185073	05/05/08	\$31.41	\$0.00	\$0.00	\$31.41	Ap
Current Period Cost Type Totals					\$4,528.42	\$0.00	\$0.00	\$4,528.42	
Ending Balance							\$4,528.42		

Cost Code 16136
Cost Type M

HD Supply	11472	08/19/08	SE3189296	04/29/08	\$29.19	\$0.00	\$0.00	\$29.19	Ap
Current Period Cost Type Totals					\$29.19	\$0.00	\$0.00	\$29.19	
Ending Balance							\$29.19		

Cost Code 16400
Cost Type M

Mayer Electrical Financial C	10706	05/15/08	10587227	04/24/08	\$239.35	\$0.00	\$0.00	\$239.35	Ap
City Electric Supply Compan	10794	05/22/08	NEC-028529	04/09/08	\$15.23	\$0.00	\$0.00	\$15.23	Ap
Consolidated Electrical Distri	10832	06/06/08	1140-48551	04/18/08	\$3.69	\$0.00	\$0.00	\$3.69	Ap
Consolidated Electrical Distri	10832	06/06/08	1140-48525	04/14/08	\$43.12	\$0.00	\$0.00	\$43.12	Ap
HD Supply	11251	07/28/08	SE3178330	04/17/08	\$135.00	\$0.00	\$0.00	\$135.00	Ap
HD Supply	11251	07/28/08	SE3178631	04/21/08	\$3,146.80	\$0.00	\$0.00	\$3,146.80	Ap
HD Supply	11251	07/28/08	SE3178635	04/24/08	\$612.04	\$0.00	\$0.00	\$612.04	Ap
HD Supply	11251	07/28/08	SE3180695	04/25/08	\$2,342.23	\$0.00	\$0.00	\$2,342.23	Ap
HD Supply	11251	07/28/08	SE3181525	04/25/08	\$524.30	\$0.00	\$0.00	\$524.30	Ap
Consolidated Electrical Distri	11252	07/28/08	1140-48630	05/01/08	\$30.40	\$0.00	\$0.00	\$30.40	Ap
HD Supply	11472	08/19/08	SE3181525	04/29/08	\$2,621.50	\$0.00	\$0.00	\$2,621.50	Ap
HD Supply	11472	08/19/08	SE3185073	05/05/08	\$0.76	\$0.00	\$0.00	\$0.76	Ap
HD Supply	11472	08/19/08	SE3183431	04/30/08	\$69.07	\$0.00	\$0.00	\$69.07	Ap
HD Supply	11472	08/19/08	SE3189296	04/29/08	\$11.51	\$0.00	\$0.00	\$11.51	Ap
Current Period Cost Type Totals					\$9,795.00	\$0.00	\$0.00	\$9,795.00	
Ending Balance							\$9,795.00		

Cost Code 16510
Cost Type M

Consolidated Electrical Distri	10832	06/06/08	1140-48543	04/17/08	\$157.53	\$0.00	\$0.00	\$157.53	Ap
HD Supply	11472	08/19/08	SE3183525	04/30/08	\$507.20	\$0.00	\$0.00	\$507.20	Ap
HD Supply	11472	08/19/08	SE3183525	05/05/08	\$942.56	\$0.00	\$0.00	\$942.56	Ap

Vendor Name	Check #	Check Date	Inv#	Inv Date	Amount	Retainage	Work Comp	Net
Current Period Cost Type Totals					\$1,607.29	\$0.00	\$0.00	\$1,607.29
					Ending Balance		\$1,607.29	
Cost Code	16520							
Cost Type	M							
Consolidated Electrical Distri	10832	06/06/08	1140-01032	04/22/08	(\$78.76)	\$0.00	\$0.00	(\$78.76) Ap
Graybar Electric Company, I	10833	06/06/08	933442183	04/17/08	\$68.62	\$0.00	\$0.00	\$68.62 Ap
HD Supply	11472	08/19/08	SE3185250	05/06/08	\$36.35	\$0.00	\$0.00	\$36.35 Ap
HD Supply	11472	08/19/08	SE3185618	05/06/08	\$50.00	\$0.00	\$0.00	\$50.00 Ap
Current Period Cost Type Totals					\$76.21	\$0.00	\$0.00	\$76.21
					Ending Balance		\$76.21	
Cost Code	99100							
Cost Type	O							
Payroll	16002	04/17/08			\$151.20	\$0.00	\$0.00	\$151.20 Man
Payroll	16033	04/17/08			\$93.00	\$0.00	\$0.00	\$93.00 Man
Payroll	16039	04/17/08			\$100.80	\$0.00	\$0.00	\$100.80 Man
Payroll	16042	04/17/08			\$204.01	\$0.00	\$0.00	\$204.01 Man
Payroll	16058	04/17/08			\$158.40	\$0.00	\$0.00	\$158.40 Man
Payroll	16060	04/24/08			\$120.75	\$0.00	\$0.00	\$120.75 Man
Payroll	16061	04/24/08			\$252.00	\$0.00	\$0.00	\$252.00 Man
Payroll	16070	04/24/08			\$157.50	\$0.00	\$0.00	\$157.50 Man
Payroll	16091	04/24/08			\$199.50	\$0.00	\$0.00	\$199.50 Man
Payroll	16092	04/24/08			\$353.40	\$0.00	\$0.00	\$353.40 Man
Payroll	16093	04/24/08			\$235.13	\$0.00	\$0.00	\$235.13 Man
Payroll	16098	04/24/08			\$168.00	\$0.00	\$0.00	\$168.00 Man
Payroll	16099	04/24/08			\$134.55	\$0.00	\$0.00	\$134.55 Man
Payroll	16101	04/24/08			\$302.82	\$0.00	\$0.00	\$302.82 Man
Payroll	18001	05/01/08			\$131.10	\$0.00	\$0.00	\$131.10 Man
Payroll	18002	05/01/08			\$122.85	\$0.00	\$0.00	\$122.85 Man
Payroll	18011	05/01/08			\$171.00	\$0.00	\$0.00	\$171.00 Man
Payroll	18033	05/01/08			\$224.70	\$0.00	\$0.00	\$224.70 Man
Payroll	18034	05/01/08			\$376.65	\$0.00	\$0.00	\$376.65 Man
Payroll	18035	05/01/08			\$257.40	\$0.00	\$0.00	\$257.40 Man
Payroll	18040	05/01/08			\$81.90	\$0.00	\$0.00	\$81.90 Man
Payroll	18041	05/01/08			\$49.73	\$0.00	\$0.00	\$49.73 Man
Payroll	18043	05/01/08			\$350.64	\$0.00	\$0.00	\$350.64 Man
Payroll	19001	05/08/08			\$91.43	\$0.00	\$0.00	\$91.43 Man
Payroll	19002	05/08/08			\$50.40	\$0.00	\$0.00	\$50.40 Man
Payroll	19011	05/08/08			\$175.50	\$0.00	\$0.00	\$175.50 Man
Payroll	19033	05/08/08			\$84.00	\$0.00	\$0.00	\$84.00 Man
Payroll	19034	05/08/08			\$186.00	\$0.00	\$0.00	\$186.00 Man
Payroll	19035	05/08/08			\$148.50	\$0.00	\$0.00	\$148.50 Man
Payroll	19040	05/08/08			\$33.60	\$0.00	\$0.00	\$33.60 Man
Payroll	19041	05/08/08			\$155.03	\$0.00	\$0.00	\$155.03 Man
Payroll	19043	05/08/08			\$127.50	\$0.00	\$0.00	\$127.50 Man

<i>Vendor Name</i>	<i>Check #</i>	<i>Check Date</i>	<i>Inv#</i>	<i>Inv Date</i>	<i>Amount</i>	<i>Retainage</i>	<i>Work Comp</i>	<i>Net</i>	
Payroll	20033	05/15/08			\$92.40	\$0.00	\$0.00	\$92.40	Man
Payroll	20034	05/15/08			\$204.60	\$0.00	\$0.00	\$204.60	Man
Payroll	20035	05/15/08			\$108.90	\$0.00	\$0.00	\$108.90	Man
Payroll	20044	05/15/08			\$140.25	\$0.00	\$0.00	\$140.25	Man
Current Period Cost Type Totals					\$5,995.14	\$0.00	\$0.00	\$5,995.14	Man
Ending Balance							\$5,995.14		
Cost Code	99500								
Cost Type	E								
Hertz Equipment Rental	10834	06/06/08	23354977-0	04/30/08	\$522.70	\$0.00	\$0.00	\$522.70	Ap
Hertz Equipment Rental	10960	06/23/08	23348573-0	05/05/08	\$533.95	\$0.00	\$0.00	\$533.95	Ap
Current Period Cost Type Totals					\$1,056.65	\$0.00	\$0.00	\$1,056.65	
Ending Balance							\$1,056.65		
Job Totals					\$62,254.60	\$0.00	\$0.00	\$62,254.60	
Grand Total					\$62,254.60	\$0.00	\$0.00	\$62,254.60	

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



Rev. April 2006

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☒		ADDRESS		OMB No.: 1215-0149
Boykin Contracting, Inc.		167 Loft Court West Columbia, SC 29170		Expires: 04/30/2009
PAYROLL NO. 1	FOR WEEK ENDING 04/12/2008	PROJECT AND LOCATION Carolina Bingo Decker Blvd		PROJECT OR CONTRACT NO. 699

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITH-HOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							
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The Copeland Act (40 U.S.C. 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations 29 CFR Part 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. Compliance with these requirements is mandatory. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

R-184

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

Rev. April 2006

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☒		ADDRESS		OMB No.: 1215-0149 Expires: 04/30/2009
Boykin Contracting, Inc.		167 Lott Court West Columbia, SC 29170		
PAYROLL NO. 1	FOR WEEK ENDING 04/12/2008	PROJECT AND LOCATION Carolina Bingo Decker Blvd	PROJECT OR CONTRACT NO. 699	

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK	
			Su 6	M 7	Tu 8	W 9	Th 10	F 11	Sa 12				FICA	WITH- HOLDING TAX	State	OTHER	TOTAL DEDUCTIONS		
																			HOURS WORKED EACH DAY
Williams, Samuel 249-23-9102 961 Bolling Springs Road Lexington, SC 29073	0	Electrician						8		8	31.00	255.04			401.62				
										20	21.25	850	66-	84.74	44.20	51.52	242.36	488.92	616.2
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The Copeland Act (40 U.S.C. 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations 29 CFR Part 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. Compliance with these requirements is mandatory. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

R-185

Date _____

I, Erinda McCoy HR Manager
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Boykin Contracting, Inc.

(Contractor or Subcontractor)

on the

Carolina Bingo - Decker Blvd

(Building or Work)

6/11 day of APRIL, 2008 and ending the 12th day of APRIL, 2008

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Boykin Contracting, Inc.

(Contractor or Subcontractor)

from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- ☐ - in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- ☐ - Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE
Erinda McCoy, HR. Manager

SIGNATURE

Erinda McCoy

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



Rev. April 2006

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☒		ADDRESS		OMB No.: 1215-0149 Expires: 04/30/2009	
Boykin Contracting, Inc.		167 Lott Court West Columbia, SC 29170			
PAYROLL NO. 2	FOR WEEK ENDING 04/19/2008	PROJECT AND LOCATION Carolina Bingo Decker Blvd		PROJECT OR CONTRACT NO. 699	

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS						(9) NET WAGES PAID FOR WEEK																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																										
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The Copeland Act (40 U.S.C. 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations 29 CFR Part 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. Compliance with these requirements is mandatory. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

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R-187

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)



Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

Rev. April 2008

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☒		ADDRESS		OMB No.: 1215-0149
Boykin Contracting, Inc.		167 Lott Court West Columbia, SC 29170		Expires: 04/30/2009
PAYROLL NO. 2	FOR WEEK ENDING 04/19/2008	PROJECT AND LOCATION Carolina Bingo Decker Blvd	PROJECT OR CONTRACT NO. 699	

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK		
				Su	M	Tu	W	Th	F	Sa				FICA	WITH- HOLDING TAX	401(K)	State	OTHER		TOTAL DEDUCTIONS	
				13	14	15	16	17	18	19											
				HOURS WORKED EACH DAY																	
Williams, Samuel 249-23-9102 961 Boiling Springs Road Lexington, SC 29073	0	Electrician	O						5		5	31.38	156.90								
			S		10	10	10	10				40	24.25	970.00	90.48	70.97	40.38	15.10	242.34	457.97	551.91
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R-188

Date _____

I, Erlinda McCoy HR Manager
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Boykin Contracting, Inc.

(Contractor or Subcontractor)

Carolina Bingo - Decker Blvd

(Building or Work)

B day of APRIL, 2008, and ending the 14 day of APRIL, 2008

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Boykin Contracting, Inc.

(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS



— in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH



— Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

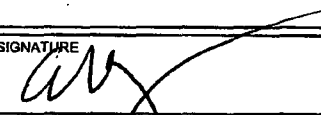
EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE

Erlinda McCoy, HR. Manager

SIGNATURE



THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)

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Rev. April 2006

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☒	ADDRESS	OMB No.: 1215-0149 Expires: 04/30/2009
Boykin Contracting, Inc.	167 Lott Court West Columbia, SC 29170	

PAYROLL NO. 3	FOR WEEK ENDING 04/26/2008	PROJECT AND LOCATION Carolina Bingo Decker Blvd	PROJECT OR CONTRACT NO. 699

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK	
				Su	M	Tu	W	Th	F	Sa				FICA	WITH- HOLDING TAX	42(e)	State	OTHER		TOTAL DEDUCTIONS
				20	21	22	23	24	25	26										
				HOURS WORKED EACH DAY																
Barrs, W. Chip 251-21-8670 PO Box 943 Gaston, SC 29053	9	Superintendent	o																	
			s				8	5	5	6	19.5	24	470	64.26	20.13		21.67		104.06	733.94
Argo, Nick 251-77-9132 204 Beaver Creek Drive Columbia, SC 29229	2	Electrical Helper	o																	
			s		10	9		10	9		38	11.50	437	33.43	14.85		15.57		63.85	373.15
Gilmore, Everett 247-37-9990 912 Tree Street Columbia, SC 29205	0	Electrician	o																	
			s		10	10	8	10			38	15	570	43.61	70.50		34.13	31.90	188.11	381.86
Sharpe, Jr., Jim 248-94-9751 159 Hollow Creek Road Salley, SC 29137	0	Superintendent	o						7		7	46.50	325.50							
			s		10		10	10			30	31	1240	105.15	141.44	125.24	81.71	140.50	652.00	913.42
Sharpe, Chris 251-65-7665 106 Collier Street Aiken, SC 29803	0	Top Helper	o						9		9	24	189							
			s		10	10	10	10			40	14	560	54.55	28.61	37.45	41.53	35.87	258.01	490.99
Simon, Derrick 251-45-1295 775 Bill Salley Road Orangeburg, SC 29115	2	Top Helper	o						8		8	24.75	198							
			s		10	10	10	10			40	16.50	660	44.94	22.45		28.52	8.49	124.45	733.55
Tryka, Jonathon 112-66-7204 206 Pepperberry Court Conway, SC 29526	1	Top Helper	o																	
			s				8	5	5	6	19.5	14	560	42.24	58.90		24.83		128.57	431.43
Webster, Christopher 243-47-2766 4 Night Heron Court Columbia, SC 29229	3	Electrician	o																	
			s			8	5				8.5	19.50	165.75	65.05				56.48	124.53	785.22

The Copeland Act (40 U.S.C. 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations 29 CFR Part 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. Compliance with these requirements is mandatory. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

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R-190

Employment Standards Administration
Wage and Hour Division

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



Rev. April 2006

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☒		ADDRESS		OMB No.: 1215-0149 Expires: 04/30/2009
Boykin Contracting, Inc.		167 Lott Court West Columbia, SC 29170		
PAYROLL NO. 3	FOR WEEK ENDING 04/26/0200	PROJECT AND LOCATION Carolina Bingo Decker Blvd	PROJECT OR CONTRACT NO. 699	

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITH-HOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
				Su	M	Tu	W	Th	F	Sa				FICA	WITH- HOLDING TAX	State	OTHER	TOTAL DEDUCTIONS	
				20	21	22	23	24	25	26				HOURS WORKED EACH DAY					
Williams, Samuel 249-23-9102 961 Boiling Springs Road Lexington, SC 29073	0	Electrician	O						10	10	3.88	38.80							
			S	10	10	10	10				40	4.25	900	10.87	93.42	46.75	55.21	242.30	509.71
			O									/							
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The Copeland Act (40 U.S.C. 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations 29 CFR Part 5.5(a)(3)(i) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. Compliance with these requirements is mandatory. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

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R-191

Date _____

I, Erlinda McCoy HR Manager
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Boykin Contracting, Inc.

(Contractor or Subcontractor)

Carolina Bingo - Decker Blvd

(Building or Work)

20 day of APRIL, 2008, and ending the 26 day of APRIL, 2008

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Boykin Contracting, Inc.

(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency, recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS



- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH



- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS:

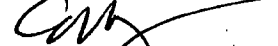
EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE

Erlinda McCoy, HR. Manager

SIGNATURE



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U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)

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Rev. April 2006

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☒		ADDRESS		OMB No.: 1215-0149 Expires: 04/30/2009
Boykin Contracting, Inc.		167 Lott Court West Columbia, SC 29170		
PAYROLL NO. 4	FOR WEEK ENDING 05/03/2008	PROJECT AND LOCATION Carolina Bingo Decker Blvd	PROJECT OR CONTRACT NO. 699	

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
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R-193

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)

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Rev. April 2006

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☒		ADDRESS		OMB No.: 1215-0149
Boykin Contracting, Inc.		167 Lott Court West Columbia, SC 29170		Expires: 04/30/2009
PAYROLL NO. 4	FOR WEEK ENDING 05/08/2008	PROJECT AND LOCATION Carolina Bingo Decker Blvd	PROJECT OR CONTRACT NO. 699	

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	GROSS AMOUNT EARNED	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																
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R-194

Date _____

I, Erlinda McCoy HR Manager
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Boykin Contracting, Inc.

(Contractor or Subcontractor)

Carolina Bingo - Decker Blvd

(Building or Work)

27 day of APRIL, 2008, and ending the 3 day of MAY, 2008

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Boykin Contracting, Inc.

(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ — in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ — Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE

Erlinda McCoy, HR. Manager

SIGNATURE



THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1004 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)



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Rev. April 2006

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☒ Boykin Contracting, Inc.	ADDRESS 167 Lott Court West Columbia, SC 29170	OMB No.: 1215-0149 Expires: 04/30/2009

PAYROLL NO. 5	FOR WEEK ENDING 05/10/2008	PROJECT AND LOCATION Carolina Bingo Decker Blvd	PROJECT OR CONTRACT NO. 699

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITH-HOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK	
				Su	M	Tu	W	Th	F	Sa				FICA	WITH- HOLDING TAX	42(a) State	OTHER	TOTAL DEDUCTIONS		
				4	5	6	7	8	9	10										
HOURS WORKED EACH DAY																				
Barrs, W. Chip 251-21-8670 PO Box 943 Gaston, SC 29053	9	Superintendent	o																	
			s																	
Argo, Nick 251-77-9132 204 Beaver Creek Drive Columbia, SC 29229	2	Electrical Helper	o																	
			s																	
Gilmore, Everett 247-37-9990 912 Tree Street Columbia, SC 29205	0	Electrician	o																	
			s																	
Sharpe, Jr., Jim 248-94-9751 159 Hollow Creek Road Salley, SC 29137	0	Superintendent	o																	
			s		10	10	2				22	35	1245.80	104.52	91.20	40.75	145.50	53.26	704.74	
Sharpe, Chris 251-65-7665 106 Collier Street Alken, Sc 29803	0	Top Helper	o																	
			s		10	10	2				22	14	565.40	40.10	51.42	28	28.96	359.71	192.35	367.65
Simon, Derrick 251-45-1295 775 Bill Salley Road Orangeburg, SC 29115	2	Top Helper	o																	
			s		10	10	2				22	16.50	627.47	32	/	/	12.25	8.49	48.16	558
Tryka, Jonathon 112-66-7204 206 Pepperberry Court Conway, SC 29526	1	Top Helper	o																	
			s																	
Webster, Christopher 243-47-2766 4 Night Heron Court Columbia, SC 29229	3	Electrician	o																	
			s																	

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R-196

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)



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Rev. April 2006

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☒		ADDRESS		OMB No.: 1215-0149 Expires: 04/30/2009
Boykin Contracting, Inc.		167 Lott Court West Columbia, SC 29170		
PAYROLL NO. 5	FOR WEEK ENDING 05/10/2008	PROJECT AND LOCATION Carolina Bingo Decker Blvd	PROJECT OR CONTRACT NO. 699	

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITH-HOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK			
				Su	M	Tu	W	Th	F	Sa				FICA	WITH- HOLDING TAX	State	OTHER	TOTAL DEDUCTIONS				
				4	5	6	7	8	9	10												
HOURS WORKED EACH DAY																						
Williams, Samuel 249-23-9102 961 Bolling Springs Road Lexington, SC 29073	0	Electrician	O										22	2.25	49.50	46.48	40.02	30(F)	31.71	24.36	10.25	444.75
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R-197

Date _____

I, Erlinda McCoy HR Manager
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Boykin Contracting, Inc.

(Contractor or Subcontractor)

on the

Carolina Bingo - Decker Blvd

(Building or Work)

; that during the payroll period commencing on the

4

day of MAY, 2008

and ending the

10

day of

MAY

, 2008

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Boykin Contracting, Inc.

from the full

(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), Issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

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— In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

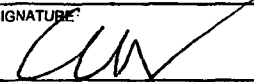
☐

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(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE Erlinda McCoy, HR. Manager	SIGNATURE 
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APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702

TO (OWNER): Carolina Gold Bingo
2768 Decker Blvd.
Columbia, SC 29201

PROJECT: Carolina Bingo - Decker Blvd

APPLICATION #: 1

Distribution to:

FROM (CONTRACTOR) Boykin Contracting, Inc.
167 Lott Court
West Columbia, SC 29170

VIA(Architect):

PERIOD TO:
07/31/08
ARCHITECT'S
PROJECT NO:

☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐

CONTRACT FOR:

CONTRACT DATE:



CONTRACTOR'S APPLICATION FOR PAYMENT

Change Order Summary			
Change Orders approved in Previous months by Owner		Additions	Deductions
Total		0.00	0.00
Approved this month		0.00	0.00
Number	Dated Approved		
Totals		0.00	0.00
Net change by Change Orders		0.00	0.00

The undersigned contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Boykin Contracting, Inc.

By: Date: 07/31/08

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM..... \$ 73,925.40
2. Net change by Change Orders..... \$ 0.00
3. CONTRACT SUM TO DATE (line 1+2)..... \$ 73,925.40
4. Total Completed & STORED TO DATE..... \$ 73,925.40
(Column G on G703)
5. Retainage:
0.00% of Completed Work \$ 0.00
(column D + E on G703)
0.00% of Stored Material \$ 0.00
(column F on G703)
Total Retainage (Line 5a + 5b or total in Column 1 of G703)..... \$ 0.00
6. TOTAL EARNED LESS RETAINAGE..... \$ 73,925.40
(Line 4 less Line 5 total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)..... \$ 0.00
8. CURRENT PAYMENT DUE..... \$ 73,925.40
9. BALANCE TO FINISH, PLUS RETAINAGE..... \$ 0.00
(LINE 3 LESS LINE 6)

State of: SC County of: Lexington
Subscribed and sworn to before me this 31 day of July, 2008
Notary Public: My Commission Expires:

Architect's Certificate of Payment

In accordance with the contract documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

(Attached explanation if amount differs from the amount applied for.)

Architect:

By: Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column 1 on Contracts where variable retainage for line item may apply.

APPLICATION NUMBER: 1

APPLICATION DATE: 07/31/08

PERIOD TO: 07/31/08

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULE VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	H BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
01	Material/Equipment/Other	\$33,575.72	\$0.00	\$33,575.72	\$0.00	\$33,575.72	100.00%	\$0.00	\$0.00
	Labor	\$21,933.74	\$0.00	\$21,933.74	\$0.00	\$21,933.74	100.00%	\$0.00	\$0.00
03	P/R taxes and Insurance	\$8,773.50	\$0.00	\$8,773.50	\$0.00	\$8,773.50	100.00%	\$0.00	\$0.00
04	15% OH&P	\$9,642.44	\$0.00	\$9,642.44	\$0.00	\$9,642.44	100.00%	\$0.00	\$0.00
	Sums.....	\$73,925.40	\$0.00	\$73,925.40	\$0.00	\$73,925.40	100.00%	\$0.00	\$0.00

R-200

8770

INTREX, INC., COLUMBIA, SC, 803-772-0016

DO NOT WRITE IN SHADED AREAS

Building Permit Application

Permit no.	Receipt No.	Permit Fee	Date Permit Issued	Issued By
(74-80)		\$	Day (37-38) Mo. (39-40) Year (41-42)	

LOCATION OF IMPROVEMENT				
Address - Street No. (1-4)	Street Name (5-32)	Street Type		
2768 Decker Blvd Unit D	ste 300			
City (33-34)	County (35-36)	Zip Code	School (44) District	Fire (45-46) District
Cola	Rich			

FAX MAP			SUBDIVISION		
Page	Block	Lot	Name	Section	Block
16908	03	20			

NAME	MAILING ADDRESS	ZIP CODE	TELEPHONE	LICENSE NO.
OWNER Wayne Kirby				
ARCHITECT Bill Kaurik			771 0417	
GEN. CONTRACTOR Hemphill & Assoc			732-2012	10138

SELECTED CHARACTERISTICS OF WORK		
NATURE OF WORK	DIMENSIONS	DESCRIPTION OF WORK
01. New Building (52)	1. Number of Floors	Interior upfit
02. Addition	2. Total Floor Area of New Construction Based on Exterior Dimensions	
03. Alteration	Sq. Ft.	
04. Repair/Replacement	Heated	
05. Demolition	Basement	
06. Moving/Relocation	Accessory Structures	
07. Foundation Only	3. Land Area	
OWNERSHIP (53)		
01. Private (Individual, Corporation, Other)		
02. Public (Federal, State, Local Gov'ts., Other)		
ESTIMATED DATE OF COMPLETION 19.		

PROPOSED USE (IF DEMOLITION INDICATE MOST RECENT USE)			OFF STREET PARKING
TYPE OF OCCURRENCE (54)	IF RESIDENTIAL (55)	UNITS (56-58)	01. Indoor Number
01. Assembly	01. One Family	1	02. Outdoor Number
02. Business	02. Mobile Home	1	3. Total
03. Educational	03. Duplex	2	
04. Hazardous	04. Apartment		
05. Factory - Industrial	05. Condominium		
06. Institutional	06. Dorm/ Rooming House		
07. Mercantile	07. Other (Specify)		
08. Residential			
09. Storage			
If Conversion, Explain			

PRINCIPAL TYPE OF FRAME	PRINCIPAL HEATING FUEL (63)	TYPE OF WORK	VALUE	CONTRACTOR
01. Type 1 - Fireproof	01. Gas	Building		
02. Type 2 - Fire Resistant	02. Oil	Electrical		
	03. Wood Electricity 4. Coal	Plumbing		
03. Type 3 - Heavy Timber		Heating		
04. Type 4 - Non-Combustible	06. Other (Specify)	Air Conditioning		
05. Type 5 - Ordinary Construction		Other		
06. Type 6 - Wood Frame		(Excluding Land)		
SOURCE OF WATER SUPPLY		TOTAL (64-71)	100,000	
County				
SOURCE OF SEWAGE DISPOSAL (Permit No.)				
City				

FLOOD PLAIN DATA - COMPLETE ONLY IF SITE WITHIN 100 YEAR FLOOD PLAIN		
Elevation of 100 Year Flood	Feet	First Floor Elevation Above Mean Sea Level
		Feet
Zoning Approval	Subdivision Approval	Storm Drainage Approval

AFFIDAVIT OF APPLICANT	

- No work will be started before permit card is posted or continued if the permit card is destroyed, lost or stolen.
- No work is to be continued if permit card is destroyed, lost, or stolen.
- Contractor and subcontractors will secure (if required) a business license before beginning any work.
- This permit is void if job is not started within 6 months of application date.
- I will be responsible and will pay for the business license of any contractor or subcontractor doing work on this project if found without a license.

The undersigned owner or agent understands that the approval of this application does not constitute a privilege to violate any applicable governmental ordinances, codes or laws, and that any omission of or misrepresentation of fact with or without intention of the undersigned or any alteration or change from this application without approval of the Building Official, shall constitute sufficient ground for the revocation of any permit issued which was based on the approval of this application. This permit does not authorize any encroachments upon public property.

Signature of Applicant _____ Date _____

Address _____

OFFICE USE
R-201

Bingo
County

ALL-STATE LEGAL®
PLAINTIFF'S
EXHIBIT
4

Richland County Commercial Building Permit

Planning & Development Services

2020 Hampton Street
P.O. Box 192
Columbia, SC 29202

(803) 576-2190 ... Tel
(803) 576-2181 ... Fax

PERMIT NUMBER	ISSUE DATE	JOB COST	PERMIT COST	ISSUED BY
0703003	06/12/2007	\$ 100000.00	\$ 905.00	hannand

NAMES & ADDRESSES	LOCATION	2768 Decker Unit D Ste 300 Blvd Columbia, SC 29206		SUBDIVISION	LOT
	TMS#	16908-03-03		UTILITIES...	Electri
	USEZONE	GC	FLOODZONE	Sewer	Gas
	MOBILE DECAL				
	MOBILE MODEL				
	OWNER	Wayne K Kirby ()		CONTRACTOR	Hemphill and Assoc Inc
	APPLICAN	Hemphill and Assoc Inc, 803 732 2012			Hemphill and Asso Inc
	SUB-CONTRs...			LICENSES...	B 0703003
	Electrical			General	P 0703402
	Plumbing			Electrical	M 0800527
Mechanical			Mechanical		
			Plumbing		

CHARACTERISTICS OF WORK

DESCRIPTION OF WORK

Interior upfit for BINGO HALL

NATURE OF WORK

Addition/Remodel

REPORT CODE

437 - Additions: Non-Residential && Non-Housekeeping

OCCUPANCY TYPE

A-3 Assembly, general, community halls, libraries, Museums

CONSTRUCTION TYPE

SETBACKS...

ZONING	CUSTOM
Front 25	
Back 20	
Sides None	
Combined	
Corner	

DIMENSIONS...

#STORIES	0
SQUARE FOOTAGE	0 Sq. Ft.
SINGLE FAMILY ONLY	
#BATHROOMS	0
#BEDROOMS	0
TOTAL ROOMS	0

NOTICE

This permit becomes null and void if work or construction authorized is not commenced within six (6) months, or if construction or work is suspended or abandoned for a period of six (6) months at any time after work is started. Demolition Permits and permits issued on unsafe properties are null and void after 30 days of issuance.

I hereby certify that I have read and examined this document and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. Granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction.

Signature of Contractor or Authorized Agent



Date

hannand

Approved By

06/12/2007

Date

WEBSITE ADDRESS

<http://BuildingDepartment.com/projects>

PERMIT NUMBER

0703003

PERMIT PIN

319014

Save Time & Money with Online Permits and Inspections. Go To: www.buildingdepartment.com

printed June 12, 2007

Richland County Commercial Certificate of Occupancy



This Certificate issued pursuant to the requirements of the International Codes certifying that at the time of issuance this structure was in compliance with the various ordinances of the County

Richland County, SC
Planning & Development
Services

2020 Hampton Street
P.O. Box 192
Columbia, SC 29202

Proposed Use **Interior Upfit/Bingo Hall**

Permit # **0703003**

Type of Occupancy **A-3 Assembly, general, community halls, libraries, museums**

Permit Type **BLDG-COM - Commercial Building Permit**

Construction Type **VB**

C.O. Issue Date **06/04/2008**

Owner of Building **Wayne K Kirby**

Building Address **2768 Decker Blvd Unit D-300
Columbia, SC 29206**

Owner Address **605 Gillcreek Rd
Columbia SC 29206**

Map Number **16908-03-03**

Parcel Number **16908-03-03**

Code Edition **2003 IBC**

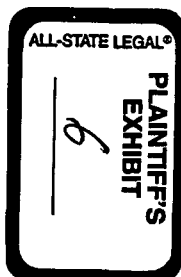
Melody Beth Spivey
Fire Marshal

Donny Phipps
Building Official

Anna J. Alvin
Zoning Department

06/04/2008
Date

R-203



2-7-0

WYREX, INC., COLUMBIA, SC. 903-772-0016

DO NOT WRITE IN SHADED AREAS

Building Permit Application

Permit no. (74-60)	Receipt No.	Permit Fee \$	Date Permit Issued Day (37-38) Mo. (39-40) Year (41-42)	Issued By

LOCATION OF IMPROVEMENT

Address - Street No. (1-6)	Street Name (8-32)	Street Type	City (33-34)	County (35-36)	Zip Code	School (44)	Fire (45-48)	Census (49-51)	Tax
2768 Decker Blvd	Unit "D" ste 100		Cola	Rich					

TAX MAP			SUBDIVISION			
Page	Block	Lot	Name	Section	Block	Lot

NAME MAILING ADDRESS ZIP CODE TELEPHONE LICENSE NO.

OWNER	Wayne Kirby	Same			
ARCHITECT	Bill Kaurie	Devine St	7710417		
GEN. CONTRACTOR	Hemphill & Assoc		73220121038		

SELECTED CHARACTERISTICS OF WORK

NATURE OF WORK	DIMENSIONS	DESCRIPTION OF WORK
01. New Building (52)	1. Number of Floors	Interior upfit
02. Addition	2. Total Floor Area of New Construction Based on Exterior Dimensions	
03. Alteration	1500 sq. Ft.	
04. Repair/Replacement	Heated	
05. Demolition	Basement	
06. Moving/Relocation	Accessory Structures	
07. Foundation Only	3. Land Area	
OWNERSHIP (53)		
☐ 1. Private (Individual, Corporation, Other)		
☐ 2. Public (Federal, State, Local Gov'ts., Other)		
ESTIMATED DATE OF COMPLETION		19.

PROPOSED USE (IF DEMOLITION INDICATE MOST RECENT USE)

TYPE OF OCCURRENCE (54)	IF RESIDENTIAL (55)	UNITS (56-58)	OFF STREET PARKING
☐ 1. Assembly	☐ 1. One Family	1	01. Indoor Number
☐ 2. Business	☐ 2. Mobile Home	1	☐ 2. Outdoor Number
☐ 3. Educational	☐ 3. Duplex	2	3. Total
☐ 4. Hazardous	☐ 4. Apartment		
☐ 5. Factory - Industrial	☐ 5. Condominium		
☐ 6. Institutional	☐ 6. Dorm/ Rooming House		
☐ 7. Mercantile	☐ 7. Other (Specify)		
☐ 8. Residential			
☐ 9. Storage			
	If Conversion, Explain		

PRINCIPAL TYPE OF FRAME	PRINCIPAL HEATING FUEL (63)	TYPE OF WORK	VALUE	CONTRACTOR
☐ Type 1 - Fireproof	☐ 1. Gas	Building		
☐ Type 2 - Fire Resistant	☐ 2. Oil	Electrical		
☐ Type 3 - Heavy Timber	☐ 3. Wood Electricity	Plumbing		
☐ Type 4 - Non-Combustible	☐ 4. Coal	Heating		
☐ Type 5 - Ordinary Construction	☐ 6. Other (Specify)	Air Conditioning		
☐ Type 6 - Wood Frame		Other		
SOURCE OF WATER SUPPLY		(Excluding Land)		
SOURCE OF SEWAGE DISPOSAL (Permit No.)		TOTAL (64-71)	100,000	

FLOOD PLAIN DATA - COMPLETE ONLY IF SITE WITHIN 100 YEAR FLOOD PLAIN

Elevation of 100 Year Flood	Feet	First Floor Elevation Above Mean Sea Level	Feet
Zoning Approval	Subdivision Approval	Storm Drainage Approval	

AFFIDAVIT OF APPLICANT

1. No work will be started before permit card is posted or continued. If the permit card is destroyed, lost or stolen.

2. No work is to be continued if permit card is destroyed, lost, or stolen.

3. Contractor and subcontractors will secure (if required) a business license before beginning any work.

4. This permit is void if job is not started within 6 months of application date.

5. I will be responsible and will pay for the business license of any contractor or subcontractor doing work on this project if found without a license.

The undersigned owner or agent understands that the approval of this application does not constitute a privilege to violate any applicable governmental ordinances codes or laws, and that any omission or misrepresentation of fact with or without intention of the undersigned or any alteration or change from this application without approval of the Building Official, shall constitute sufficient ground for the revocation of any permit issued which was based on the approval of this application. This permit does not authorize any encroachment upon public property.

Signature of Applicant: *John Hemphill* Date: _____

771-7860
OFFICE USE
R-204

ALL-STATE LEGAL
PLAINTIFF'S EXHIBIT
7

Richland County Commercial Building Permit

Planning & Development Services

2020 Hampton Street
P.O. Box 192
Columbia, SC 29202

(803) 576-2190 ... Tel
(803) 576-2181 ... Fax



PERMIT NUMBER	ISSUED DATE	JOB COST	PERMIT COST	ISSUED BY
0703002	06/12/2007	\$ 100000.00	\$ 905.00	hannahd

NAMES & ADDRESSES	LOCATION	2768 Decker Unit D Ste 100 Blvd Columbia, SC 29206	SUBDIVISION	0703002
	TMS#	16908-03-03	LOT	0704043
	USEZONE	GC	FLOODZONE	0704092
	MOBILEDECAL		UTILITIES...	Electri
			Sewer	
			Gas	
	OWNER	Wayne K Kirby ()	CONTRACTOR	Hemphill and Assoc Inc Hemphill and Asso Inc
	APPLICAN	Hemphill and Assoc Inc, 803 732 2012	LICENSES...	General Electrical Mechanical Plumbing
	SUB-CONTRs...			
	Electrical			
	Plumbing			
	Mechanical			

CHARACTERISTICS OF WORK

DESCRIPTION OF WORK

interior upfit for comedy club

NATURE OF WORK

Addition/Remodel

REPORT CODE

437 - Additions: Non-Residential && Non-Housekeeping

OCCUPANCY TYPE

A-2 Assembly, nightclubs

CONSTRUCTION TYPE

VB

SETBACKS...

ZONING	CUSTOM
Front	25
Back	20
Sides	None
Combined Corner	

DIMENSIONS...

#STORIES	0
SQUARE FOOTAGE	0sq. Ft.
SINGLE FAMILY ONLY	
#BATHROOMS	0
#BEDROOMS	0
TOTAL ROOMS	0

NOTICE

This permit becomes null and void if work or construction authorized is not commenced within six (6) months, or if construction or work is suspended or abandoned for a period of six (6) months at any time after work is started. Demolition Permits and permits issued on unsafe properties are null and void after 30 days of issuance.

I hereby certify that I have read and examined this document and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. Granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction.

Signature of Contractor or Authorized Agent

Signature: *hannahd* Date: *12/10/07*

Approved By

Date

WEBSITE ADDRESS

<http://BuildingDepartment.com/projects>

PERMIT NUMBER

0703002

PERMIT PIN

319011

Save Time & Money with Online Permits and Inspections. Go To: www.buildingdepartment.com

printed June 12, 2007

Richland County Commercial Certificate of Occupancy



This Certificate issued pursuant to the requirements of the International Codes certifying that at the time of issuance this structure was in compliance with the various ordinances of the County regulating building construction or use. For the following:

Richland County, SC
Planning & Development
Services

2020 Hampton Street
P.O. Box 192
Columbia, SC 29202
(803) 576-2190

Proposed Use Interior upfit for comedy
club
Type of Occupancy A-2 Assembly, nightclubs
Construction Type VB

Permit # 0703002

Permit Type BLDG-COM - Commercial Building Permit

C.O. Issue Date 11/16/2009

Owner of Building Wayne K Kirby

Building Address 2768 Decker Blvd Unit D-100
Columbia, SC

Owner Address 605 Gillicreek Rd
Columbia SC 29206

Map Number 16908-03-03

Parcel Number 16908-03-03

Code Edition 2003 IBC

Melinda Doll Spivey
Fire Marshal

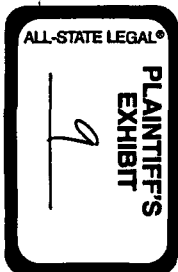
Donny Phillips
Building Official

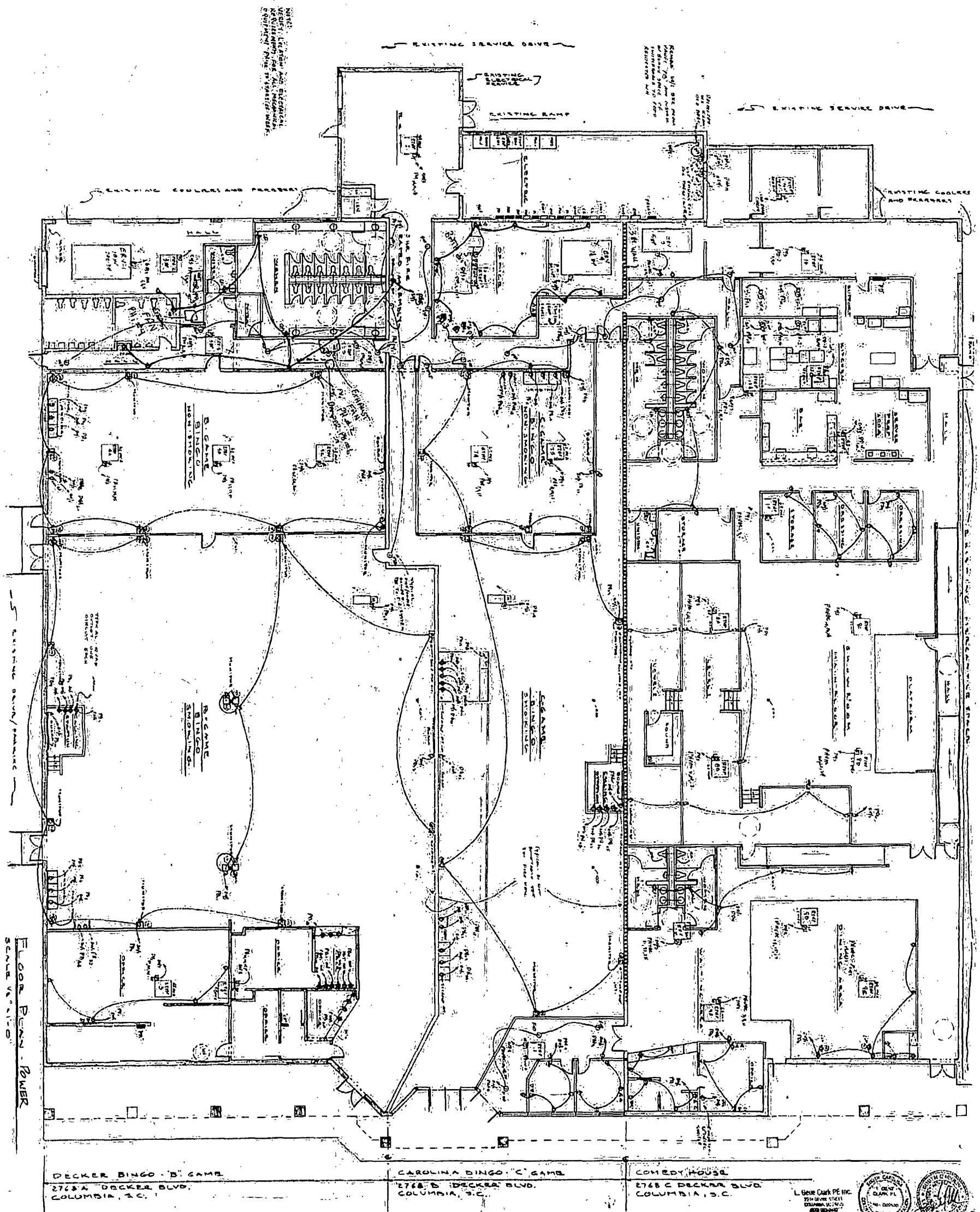
Anna Palmer
Zoning Department

11/16/2009

Date

R-206





REVISION	DESCRIPTION	DATE	BY	CHKD
1	ISSUED FOR PERMIT	01/27/07	W.B.K.	L.B.C.
2	REVISED	01/27/07	W.B.K.	L.B.C.
3	REVISED	01/27/07	W.B.K.	L.B.C.

William Bailey Kauric, Architect

L. Gary Clark PE Inc.
2014 OLIVE STREET
COLUMBIA, SC 29202
(803) 733-1111



PROJECT: 2768 DECKER BLVD.
COLUMBIA, S.C.
SHEET: E2
ELECTRICAL POWER PLAN

ALL-STATE LEGAL
PLAINTIFF'S
EXHIBIT
10

CED/PERRY-MANN ELECTRIC
 497 HUGER STREET
 COLUMBIA SC 29201
 (803)252-4373 FAX(803)254-5020

INVOICE

PAGE 001 OF 001

INVOICE NO. 1140-485153	INVOICE DATE 04/11/08
PLEASE SHOW INVOICE NO. AND REMIT TO:	
C.E.D. P. O. BOX 82899 TAMPA, FL 33682-2899	

SOLD TO: BOYKIN CONTRACTING

P. O. BOX 7668
 COLUMBIA
 SC 29202 USA

SHIP TO: WILL CALL
497 HUGER STREET

COLUMBIA
 SC 29201 USA

ACCOUNT NO. 63-09130	JOB NAME AND ADDRESS	CUSTOMER ORDER NO. 699	
SALESPERSON JDH	SHIPPING INFORMATION Prepaid	SHIP VIA WC	SHIP DATE 04/10/08

QUANTITY ORDERED	PRODUCT CODE	DESCRIPTION	QUANTITY SHIPPED	PRICE	P E R	DISC.	EXTENSION	C/D	T T V A P X E
1000	WIRE THEN12SOLBLACK	*	1000	125.50	M	N	125.50	1.0	T
1000	WIRE THEN12SOLRED	*	1000	125.50	M	N	125.50	1.0	T
1000	WIRE THEN12SOLWHITE	*	1000	125.50	M	N	125.50	1.0	T
1000	WIRE THEN12SOLBLUE	*	1000	125.50	M	N	125.50	1.0	T
1000	WIRE THEN12SOLGREEN	*	1000	125.50	M	N	125.50	1.0	T
1	PECO 80032	5/16X2-9/16 MAG SCR CHUCK	1	3.91	E	N	3.91	1.0	T
1	PS CSB15AC4I	15A 120/277VAC IV SW	1	8.90	E	N	8.90	1.0	T

BACK OFFICES

PO/S		MSOLE	W
GL#	8010-5	Approved by	761
Job#	699	Prepared by	TW
Cost Code	16120		

APR 18 2008

TITLE TO MERCHANDISE PASSES AT POINT OF SHIPMENT. CLAIMS FOR SHORT OR DAMAGED MERCHANDISE SHOULD BE MADE TO CARRIER.	CODE: TO ADVISE YOU PROMPTLY CONCERNING YOUR ORDER, THIS CODE IS USED ON OUR INVOICES.	MERCHANDISE	640.31
MERCHANDISE RETURNED WITHOUT OUR CONSENT WILL NOT BE ACCEPTED. A RESTOCKING CHARGE WILL BE MADE ON RETURNED GOODS UNLESS DEFECTIVE OR THRU ERROR ON OUR PART.	B - BACK ORDERED. WILL SHIP AS SOON AS RECEIVED UNLESS INSTRUCTED TO CANCEL.	SALES TAX 7.00%	44.82
A SERVICE CHARGE OF 1 1/2% PER MONTH, BUT NOT TO EXCEED THE HIGHEST AMOUNT LAWFULLY ALLOWED BY CONTRACT IN THE STATE, WILL BE MADE ON ALL PAST DUE ACCOUNTS.	C - CANCELLED. NOT IN STOCK. UNABLE TO PURCHASE LOCALLY.	SHIPPING CHARGE	.00
OUR STANDARD TERMS AND CONDITIONS APPLY TO THIS SALE.	Cash Disc 6.43 off Total Due (including Sales Tax) If paid by the 10th of the month following purchase	TOTAL DUE	685.13



CITY
ELECTRIC
SUPPLY

C.E.S. (West Columbia)
738 Sunset Drive, West Columbia SC,
29169.

Phone: 803-796-3306
Fax: 803-926-0517

MAY - 2 2008

INVOICE

Invoice Number: NEC/028797

Tax Point Date: 23 Apr 2008

Page 1/1

NE Columbia/Columbia G.O.

BOYKIN CONTRACTING INC.
P.O. BOX 7668 ***MUST
COLUMBIA, SC
PO#
29202

Account #: 00250304001

Your Order Number: 699

D/B Order: WCO/014822/98

Licence Plate #: JIM

Payment to: C.E.S. (City Electric Accounts - SC), PO Box 71446, North Charleston, SC, 29415.

Qty	Item	Description	\$ Price Per	\$ Goods
100	TR-1/4X10-ZN	1/4 X 10 ZN THREADED ROD PER FT	15.54 C	15.54
1	PECO FASTENERS CES14RCZJ	0210-9828 1/4-20 ROD COUPLING ZINC	20.16 E	20.16
1	PECO FASTENERS CES14FHNUSZ	0210-9807 1/4-20 FINISHED HEX NUT ZC	2.61 E	2.61
2	RACO 800C	1 TOGGLE SWITCH COVER	102.90 C	2.06
2	PECO FASTENERS AV22	0212-8161 1 3/8 BI-METAL HOLE SAW	14.04 E	28.08
2	DEWALT DW1808	LONG HOLES AW PILOT BIT	2.59 E	5.18
2	SES BLACK	PHASE TAPE 3/4" X 66FT - BLACK	0.78 E	1.56
3	RTV-100	10.0 OZ CLEAR SILICONE	4.46 E	13.38

AKWNTS

OFFICES

R-209

VISIT ANY OF OUR 416 BRANCHES ACROSS THE USA.
WE APPRECIATE YOUR BUSINESS!
NEW BRANCH HOURS
MON. - FRI. 7AM - 5PM SAT. 8AM - 12PM

PO/S		MSOLE	MA
GL#	5010-5	Approved By	TEH
Job#	699	Entered By	
Cost Code	16010	Date Entered	

MAY 13 2008

T 7% \$88.57 \$6.20

Goods Total \$88.57
Tax Total \$6.20
Total: \$94.77

THE RISK IN THE GOODS SHALL PASS TO THE BUYER ON DELIVERY, BUT THE GOODS REMAIN THE PROPERTY OF THE SELLER UNTIL PAID FOR. GOODS ARE SOLD ACCORDING TO VENDORS AND OUR OWN CONDITIONS OF SALE, COPIES OF WHICH ARE AVAILABLE UPON REQUEST.
E&OE

CED/PERRY-MANN ELECTRIC
 497 HUGER STREET
 COLUMBIA SC 29201
 (803)252-4373 FAX(803)254-5020

INVOICE

PAGE 001 OF 001

INVOICE NO. 1140-485850	INVOICE DATE 04/24/08
PLEASE SHOW INVOICE NO. AND REMIT TO:	
C.E.D. P. O. BOX 82899 TAMPA, FL 33682-2899	

SOLD TO: BOYKIN CONTRACTING

P. O. BOX 7668
COLUMBIA
SC 29202 USA

SHIP TO: WILL CALL**497 HUGER STREET**

COLUMBIA
SC 29201 USA

ACCOUNT NO. 63-09130	JOB NAME AND ADDRESS	CUSTOMER ORDER NO. 699	
SALESPERSON JDH	SHIPPING INFORMATION Prepaid	SHIP VIA WC	SHIP DATE 04/24/08

QUANTITY ORDERED	PRODUCT CODE	DESCRIPTION	QUANTITY SHIPPED	PRICE	PER DISC.	EXTENSION	C/D	TOTAL VAT P&E
1000	WIRE THHN4STRBLK1000R	#4 CU THHN 1000' REEL	1000	805.05	M N	805.05		T

PO/S		MSOLE	
GL#	5010-5	Approved By	M
Job#	1099	Entered By	TW
Cost Code	16120	Date Entered	MAY 01 2008

TITLE TO MERCHANDISE PASSES AT POINT OF SHIPMENT. CLAIMS FOR SHORT OR DAMAGED MERCHANDISE SHOULD BE MADE TO CARRIER. MERCHANDISE RETURNED WITHOUT OUR CONSENT WILL NOT BE ACCEPTED. A RESTOCKING CHARGE WILL BE MADE ON RETURNED GOODS UNLESS DEFECTIVE OR THRU ERROR ON OUR PART. A SERVICE CHARGE OF 1 1/2% PER MONTH, BUT NOT TO EXCEED THE HIGHEST AMOUNT LAWFULLY ALLOWED BY CONTRACT IN THIS STATE, WILL BE MADE ON ALL PAST DUE ACCOUNTS. OUR STANDARD TERMS AND CONDITIONS APPLY TO THIS SALE.	CODE TO ADVISE YOU PROMPTLY CONCERNING YOUR ORDER, THIS CODE IS USED ON OUR INVOICES. B - BACK ORDERED. WILL SHIP AS SOON AS RECEIVED UNLESS INSTRUCTED TO CANCEL. C - CANCELLED. NOT IN STOCK. UNABLE TO PURCHASE LOCALLY.	MERCHANDISE SALES TAX 7.00% SHIPPING CHARGE	805.05 56.35 .00
	Net Payment is due by the 15th of the month following purchase	TOTAL DUE	861.40

CED/PERRY-MANN ELECTRIC
 497 HUGER STREET
 COLUMBIA SC 29201
 (803)252-4373 FAX(803)254-5020

INVOICE

PAGE 001 OF 001

INVOICE NO. 1140-486019	INVOICE DATE 04/28/08
PLEASE SHOW INVOICE NO. AND REMIT TO:	
C.E.D. P. O. BOX 82899 TAMPA, FL 33682-2899	

SOLD TO: BOYKIN CONTRACTING

P. O. BOX 7668
 COLUMBIA
 SC 29202 USA

SHIP TO: WILL CALL

497 HUGER STREET
 COLUMBIA
 SC 29201 USA

ACCOUNT NO. 63-09130	JOB NAME AND ADDRESS	CUSTOMER ORDER NO. 699	
SALESPERSON LH	SHIPPING INFORMATION Prepaid	SHIP VIA WC	SHIP DATE 04/28/08

QUANTITY ORDERED	PRODUCT CODE	DESCRIPTION	QUANTITY SHIPPED	PRICE	DISC.	EXTENSION	C/D	T Y P E
1000	WIRE THHN4STRBLK1000R	#4 CU THHN 1000' REEL	1000	806.00	M N	806.00	1.0	T
2000	WIRE THHN4STRBLK5000R	#4 THHN 5000' REEL	C 1000	806.00	M N	806.00	1.0	T
50	BRIDG 323	1-IN 105D PLSTC BUSH	50	14.05	C N	7.03	1.0	T
1	GREEN 430	1PLY 6500FT PULLLINE B	1	25.50	E N	25.50	1.0	T
1000	WIRE THHN4STRBLK500R	#4 CU THHN 500' REEL	1000	806.00	M N	806.00	1.0	T

PO/S		MSOLE	M
GL#	50105	Approved By	7/1/3
Job#	699	Entered By	
Cont Code	110120	Date Entered	TW

MAY 01 2008

TITLE TO MERCHANDISE PASSES AT POINT OF SHIPMENT. CLAIMS FOR SHORT OR DAMAGED MERCHANDISE SHOULD BE MADE TO CARRIER. MERCHANDISE RETURNED WITHOUT OUR CONSENT WILL NOT BE ACCEPTED. A RESTOCKING CHARGE WILL BE MADE ON RETURNED GOODS UNLESS DEFECTIVE OR THRU ERROR ON OUR PART. A SERVICE CHARGE OF 1 1/2% PER MONTH, BUT NOT TO EXCEED THE HIGHEST AMOUNT LAWFULLY ALLOWED BY CONTRACT IN THIS STATE, WILL BE MADE ON ALL PAST DUE ACCOUNTS. OUR STANDARD TERMS AND CONDITIONS APPLY TO THIS SALE.	CODE: TO ADVISE YOU PROMPTLY CONCERNING YOUR ORDER, THIS CODE IS USED ON OUR INVOICES. B - BACK ORDERED. WILL SHIP AS SOON AS RECEIVED UNLESS INSTRUCTED TO CANCEL. C - CANCELLED, NOT IN STOCK, UNABLE TO PURCHASE LOCALLY.	MERCHANDISE SALES TAX 7.00% SHIPPING CHARGE	2450.53 171.54 .00
	Cash Disc 24.51 off Total Due (including Sales Tax) If paid by the 10th of the month following purchase	TOTAL DUE	2622.07

CED/PERRY-MANN ELECTRIC

497 HUGER STREET
COLUMBIA SC 29201
(803)252-4373 FAX(803)254-5020

INVOICE

PAGE 001 OF 001

INVOICE NO. 1140-485318	INVOICE DATE 04/15/08
PLEASE SHOW INVOICE NO. AND REMIT TO:	
C.E.D. P. O. BOX 82899 TAMPA, FL 33682-2899	

SOLD TO: BOYKIN CONTRACTING

P. O. BOX 7668
COLUMBIA
SC 29202 USA

SHIP TO: WILL CALL
497 HUGER STREET

COLUMBIA
SC 29201 USA

ACCOUNT NO. 63-09130	JOB NAME AND ADDRESS	CUSTOMER ORDER NO. 699	
SALESPERSON WAYNE	SHIPPING INFORMATION Prepaid	SHIP VIA WC	SHIP DATE 04/15/08

QUANTITY ORDERED	PRODUCT CODE	DESCRIPTION	QUANTITY SHIPPED	PRICE	PER DISC.	EXTENSION	C/D	T T V A P R E
2	AUST AB8824SW	8X8X24 WIRE WAY	2	38.97	E N	77.94	1.0	T
6	AUST AB66EP	6X6 END PLATE	6	3.76	E N	22.56	1.0	T
1	AUST AB8848SW	8X8X48 WIRE WAY	1	62.30	E N	62.30	1.0	T
15	CRS TP252	3-1/2D SW BOX KARS&KO	15	131.85	C N	19.78	1.0	T
60	CRS 662	1-IN STL COMP EMT CPLG	60	57.06	C N	34.24	1.0	T
50	CRS 652	1-IN STL COMP EMT CONN	50	45.93	C N	22.97	1.0	T
2	PS PS5266X	15A 125V STR PLUG	2	6.50	E N	13.00	1.0	T
2	PS PS5269X	15A 125V STR BLD CONN	2	10.65	E N	21.30	1.0	T

#150⁰⁴

PO/S		MSOLE	M
GL#	5010-5	Approved By	7/6/9
Job#	699	Entered By	TW
Cost Code	16120	Date Entered	

APR 18 2008 \$143²²

PO/S		MSOLE	M
GL#	5010-5	Approved By	7/6/9
Job#	699	Entered By	TW
Cost Code	16132	Date Entered	

APR 18 2008

TITLE TO MERCHANDISE PASSES AT POINT OF SHIPMENT. CLAIMS FOR SHORT OR DAMAGED MERCHANDISE SHOULD BE MADE TO CARRIER.	CODE: TO ADVISE YOU PROMPTLY CONCERNING YOUR ORDER, THIS CODE IS USED ON OUR INVOICES.	MERCHANDISE	274.09
MERCHANDISE RETURNED WITHOUT OUR CONSENT WILL NOT BE ACCEPTED. A RESTOCKING CHARGE WILL BE MADE ON RETURNED GOODS UNLESS DEFECTIVE OR THRU ERROR ON OUR PART.	B - BACK ORDERED. WILL SHIP AS SOON AS RECEIVED UNLESS INSTRUCTED TO CANCEL.	SALES TAX 7.00%	19.19
A SERVICE CHARGE OF 1 1/2% PER MONTH, BUT NOT TO EXCEED THE HIGHEST AMOUNT LAWFULLY ALLOWED BY CONTRACT IN THIS STATE. WILL BE MADE ON ALL PAST DUE ACCOUNTS.	C - CANCELLED. NOT IN STOCK. UNABLE TO PURCHASE LOCALLY.	SHIPPING CHARGE	.00
OUR STANDARD TERMS AND CONDITIONS APPLY TO THIS SALE.	Cash Disc 2.74 off Total Due (including Sales Tax) if paid by the 10th of the month following purchase	TOTAL DUE	293.28

CED/PERRY-MANN ELECTRIC
 497 HUGER STREET
 COLUMBIA SC 29201
 (803)252-4373 FAX(803)254-5020

INVOICE

PAGE 001 OF 001

INVOICE NO. 1140-485281	INVOICE DATE 04/15/08
PLEASE SHOW INVOICE NO. AND REMIT TO:	
C.E.D. P. O. BOX 82899 TAMPA, FL 33682-2899	

SOLD TO: BOYKIN CONTRACTING

P. O. BOX 7668
 COLUMBIA
 SC 29202 USA

SHIP TO: WILL CALL

497 HUGER STREET
 COLUMBIA
 SC 29201 USA

ACCOUNT NO. 63-09130	JOB NAME AND ADDRESS	CUSTOMER ORDER NO. 699 DECKER	
SALESPERSON LH	SHIPPING INFORMATION Prepaid	SHIP VIA WC	SHIP DATE 04/15/08

QUANTITY ORDERED	PRODUCT CODE	DESCRIPTION	QUANTITY SHIPPED	PRICE	P E R DISC.	EXTENSION	C/D	T T Y A P X E
50	BRIDG 250DC2	1/2 COMP EMT CONN	50	32.34	C N	16.17	1.0	T
12	CRS TP218	2-1/2D SW BOX W/EARS&KO	12	101.55	C N	12.19	1.0	T
500	WIRE THHN12SOLGREEN	*	500	125.50	M N	62.75	1.0	T
1000	WIRE THHN12SOLWHITE	*	1000	125.50	M N	125.50	1.0	T

20142

PO/S		MSOLE	M
GL#	5010-5	Approved By	764
Job#	499	Entered By	TW
Cost Code	10120	Date Entered	

APR 18 2008

3035

PO/S		MSOLE	M
GL#	5010-5	Approved By	764
Job#	499	Entered By	TW
Cost Code	10132	Date Entered	

APR 18 2008

TITLE TO MERCHANDISE PASSES AT POINT OF SHIPMENT. CLAIMS FOR SHORT OR DAMAGED MERCHANDISE SHOULD BE MADE TO CARRIER.	CODE: TO ADVISE YOU PROMPTLY CONCERNING YOUR ORDER, THIS CODE IS USED ON OUR INVOICES.	MERCHANDISE	216.61
MERCHANDISE RETURNED WITHOUT OUR CONSENT WILL NOT BE ACCEPTED. A RESTOCKING CHARGE WILL BE MADE ON RETURNED GOODS UNLESS DEFECTIVE OR THRU ERROR ON OUR PART.	B - BACK ORDERED. WILL SHIP AS SOON AS RECEIVED UNLESS INSTRUCTED TO CANCEL.	SALES TAX 7.00%	15.16
A SERVICE CHARGE OF 1 1/2% PER MONTH, BUT NOT TO EXCEED THE HIGHEST AMOUNT LAWFULLY ALLOWED BY CONTRACT IN THIS STATE, WILL BE MADE ON ALL PAST DUE ACCOUNTS.	C - CANCELLED. NOT IN STOCK. UNABLE TO PURCHASE LOCALLY.	SHIPPING CHARGE	.00
OUR STANDARD TERMS AND CONDITIONS APPLY TO THIS SALE.	Cash Disc 2.17 off Total Due (Including Sales Tax) if paid by the 10th of the month following purchase	TOTAL DUE	231.77



CITY
ELECTRIC
SUPPLY

C.E.S. (West Columbia)
738 Sunset Drive, West Columbia SC,
29169.

Phone: 803-796-3306
Fax: 803-926-0517

INVOICE

Invoice Number: NEC/028521

Tax Point Date: 09 Apr 2008

Page 1/1

NE Columbia/Columbia G.O.

BOYKIN CONTRACTING INC.
P.O. BOX 7668 ***MUST
COLUMBIA, SC
PO#
29202

Account #: 00250304001

Your Order Number: 699

D/B Order: WCO/014822/34

Licence Plate #: CHIP

Payment to: C.E.S. (City Electric Accounts - SC), PO Box 71446, North Charleston, SC, 29415.

Qty	Item	Description	\$ Price Per	\$ Goods
500	MC-CABLE-AL-12/2-250C	MC-CABLE-AL12/2-250 COIL	511.59 M	255.80
2	DEWALT DW2218	1/4X1-7/8 MAG SOCKET DRIVER	3.61 E	7.22
2	PECO FASTENERS CES5243J	0211-0176 1/4 X 4 MUSHROOM TOGGLE BT	7.16 E	14.32
50	ARLINGTON 40AST	SNAP-IN CABLE CONNECTOR	70.23 C	35.12
100	MADISON L-58	3/8 S/SCR BX CONN.	23.42 C	23.42
500	SES P1101	YELLOW WING NUT	23.43 M	11.72
500	SES P1301	RED WING NUT	26.28 M	13.14
1	PECO FASTENERS CES8X1HTJ	0210-9735 8 X 1 HEX SELF DRILL	6.22 E	6.22
1	PECO FASTENERS CES14X1FWZJ	0210-9879 1/4 X 1 FENDER WASHER	3.15 E	3.15

VISIT ANY OF OUR 416 BRANCHES ACROSS THE USA.
WE APPRECIATE YOUR BUSINESS!
NEW BRANCH HOURS
MON. - FRI. 7AM - 5PM SAT. 8AM - 12PM

PO/S		MSOLE	W
GL#	5010-5	Approved By	ZK.B
Job#	699	Entered By	
Cost Code	10120	Date Entered	TW

MAY 01 2008

T 7% \$370.11 \$25.91

Goods Total: \$370.11
Tax Total: \$25.91
Total: \$396.02

THE RISK IN THE GOODS SHALL PASS TO THE BUYER ON DELIVERY, BUT THE GOODS REMAIN THE PROPERTY OF THE SELLER UNTIL PAID FOR. GOODS ARE SOLD ACCORDING TO VENDORS AND OUR OWN CONDITIONS OF SALE, COPIES OF WHICH ARE AVAILABLE UPON REQUEST.
E&OE



738 MAUNEY DRIVE
PHONE: 803-779-5990
803-799-7143

COLUMBIA, SC 29201
FAX: 803-252-5842
803-799-7726

MAY - 2 2008

MAIL REMITTANCE TO:
P.O. BOX 11377 COLUMBIA, SC 29211

Ship Via	Sold To Code	Customer P.O. Number	Our Order No.	From Order No.	B/O From Order	Order Date	Date Requested	Date Shipped	Document No.
CPU	4010683	699	4530769		331004	4/30/08	4/30/08	4/30/08	1140226914

SOLD TO: BOYKIN CONTRACTING, INC.
P. O. BOX 7668

SHIP TO: CAROLINA BINGO
(Same as SOLD TO unless indicated)

*** INVOICE *** PAGE 1
14:04:45

COLUMBIA SC 29202

GL	COMMODITY CODE	QUANTITY		PRODUCT DESCRIPTION	EXTENDED QUANTITY	UNIT	PRICE PER UNIT	SALES AMOUNT
		ORDERED	SHIPPED					
GL	HW1212BD	1	1	BD 12GA HANG WIRE 12' 50#	1.000	BDLE	43.0000	43.00
?								
WE APPRECIATE YOUR BUSINESS! THANK YOU!								
PO/S GL# Job# Cost Code								
MSOLE Approved By Entered By Date Entered								
50105 1099 16120 8/8/2007								
ML 7.000 43.00 3.00 46.00								

ASK JIM

R-215

THIS INVOICE IS DUE ON OR BEFORE 5/10/08

3 CHARGE MADE FOR ALL GOODS RETURNED. GOODS ORDERED SPECIAL ARE NOT RETURNABLE. PAST DUE ACCOUNTS SUBJECT TO SERVICE CHARGE OF 1 1/2% PER MONTH.
IF ACCEPTED BY US, WILL BE SUBJECT TO TERMS AND CONDITIONS ON THE BACK HEREOF, WHICH INCLUDE WAR-
AIRMER, LIMITATION OF REMEDIES AND NOTICE REQUIREMENT PROVISIONS. NOT RESPONSIBLE FOR BROKEN SIDE-
IS, LAWNS, ETC. WHEN DELIVERY IS REQUESTED ON PREMISES.
F.O.B. WAREHOUSE ON PICK UPS, AND TITLE PASSES F.O.B. CURBSIDE BEFORE ANY SPREADING OR STOCKING WHEN RECEIVED BY ...
ALL CASH SALES ARE FINAL

4/26/04

CED/PERRY-MANN ELECTRIC
 497 HUGER STREET
 COLUMBIA SC 29201
 (803)252-4373 FAX(803)254-5020

INVOICE

PAGE 001 OF 001

INVOICE NO. 1140-485403	INVOICE DATE 04/16/08
PLEASE SHOW INVOICE NO. AND REMIT TO: C.E.D. P. O. BOX 82899 TAMPA, FL 33682-2899	

SOLD TO: BOYKIN CONTRACTING

P. O. BOX 7668
 COLUMBIA
 SC 29202 USA

SHIP TO: WILL CALL
497 HUGER STREET

COLUMBIA
 SC 29201 USA

ACCOUNT NO. 63-09130	JOB NAME AND ADDRESS	CUSTOMER ORDER NO. 699	
SALESPERSON JDH	SHIPPING INFORMATION Prepaid	SHIP VIA WC	SHIP DATE 04/16/08

QUANTITY ORDERED	PRODUCT CODE	DESCRIPTION	QUANTITY SHIPPED	PRICE	P E R DISC.	EXTENSION	C/D	T T Y P E
1	3M 130C 1X30	LINERLESS RUBBER TAPE	1	14.01	E N	14.01	1.0	T
1	NSI EWG70602	RED GEN ELEC TAPE	1	1.00	E N	1.00	1.0	T
1	NSI EWG70606	BLU GEN ELEC TAPE	1	1.00	E N	1.00	1.0	T
1	NSI EWG70609	WHT GEN ELEC TAPE	1	1.00	E N	1.00	1.0	T
1	NSI EWG70605	GRN GEN ELEC TAPE	1	1.00	E N	1.00	1.0	T
100	CADDY 16M24	1-IN COND HGR&CLAMP	100	100.44	C N	100.44	1.0	T
4	NSI SC6	#6 CU COMPRESSION SPLICE	4	169.55	C N	6.78	1.0	T

UNITS

MSOLE	M
Approved By	265
Entered By	TW
Date Entered	

APR 18 2008

ASK JIM

MSOLE	M
Approved By	265
Entered By	TW
Date Entered	

APR 18 2008

TITLE TO MERCHANDISE PASSES AT POINT OF SHIPMENT. CLAIMS FOR SHORT OR DAMAGED MERCHANDISE SHOULD BE MADE TO CARRIER.	CODE: TO ADVISE YOU PROMPTLY CONCERNING YOUR ORDER, THIS CODE IS USED ON OUR INVOICES.	MERCHANDISE	125.23
MERCHANDISE RETURNED WITHOUT OUR CONSENT WILL NOT BE ACCEPTED. A RESTOCKING CHARGE WILL BE MADE ON RETURNED GOODS UNLESS DEFECTIVE OR THRU ERROR ON OUR PART.	B - BACK ORDERED. WILL SHIP AS SOON AS RECEIVED UNLESS INSTRUCTED TO CANCEL.	SALES TAX 7.00%	8.77
A SERVICE CHARGE OF 1 1/2% PER MONTH, BUT NOT TO EXCEED THE HIGHEST AMOUNT LAWFULLY ALLOWED BY CONTRACT IN THIS STATE, WILL BE MADE ON ALL PAST DUE ACCOUNTS.	C - CANCELLED, NOT IN STOCK, UNABLE TO PURCHASE LOCALLY.	SHIPPING CHARGE	.00
OUR STANDARD TERMS AND CONDITIONS APPLY TO THIS SALE.	Cash Disc 1.25 off Total Due (including Sales Tax) if paid by the 10th of the month following purchase	TOTAL DUE	134.00

CED/PERRY-MANN ELECTRIC
 497 HUGER STREET
 COLUMBIA SC 29201
 (803)252-4373 FAX(803)254-5020

INVOICE

PAGE 001 OF 001

INVOICE NO. 1140-485118	INVOICE DATE 04/10/08
PLEASE SHOW INVOICE NO. AND REMIT TO:	
C.E.D. P. O. BOX 82899 TAMPA, FL 33682-2899	

SOLD TO: BOYKIN CONTRACTING

P. O. BOX 7668
 COLUMBIA
 SC 29202 USA

SHIP TO: WILL CALL
497 HUGER STREET

COLUMBIA
 SC 29201 USA

ACCOUNT NO. 63-09130	JOB NAME AND ADDRESS	CUSTOMER ORDER NO. 699	
SALESPERSON LH	SHIPPING INFORMATION Prepaid	SHIP VIA WC	SHIP DATE 04/10/08

QUANTITY ORDERED	PRODUCT CODE	DESCRIPTION	QUANTITY SHIPPED	PRICE	DISC.	EXTENSION	C/D	T T A P E
74 (600	COND EMT3/4	EMT	600	45.05	C N	270.30	1.0	T
FILES (2	PECO 96496	8X1 MTL NAIL-IN ANCH KIT	2	15.75	E N	31.50	1.0	T
FILES (50	BRIDG 250DC2	1/2 COMP EMT CONN	50	32.34	C N	16.17	1.0	T
FILES (100	BRIDG 920S	1/2 1H STL EMT STRAP	100	7.97	C N	7.97	1.0	T
FILES (100	BRIDG 921S	3/4 1H STL EMT STRAP	100	11.56	C N	11.56	1.0	T

PO/S		MSOLE	
GL#	5010.5	Approved By:	MA
Job#	699	Entered By:	
Cost Code	116132	Date Entered	

APR 18 2008

TITLE TO MERCHANDISE PASSES AT POINT OF SHIPMENT. CLAIMS FOR SHORT OR DAMAGED MERCHANDISE SHOULD BE MADE TO CARRIER. MERCHANDISE RETURNED WITHOUT OUR CONSENT WILL NOT BE ACCEPTED. A RESTOCKING CHARGE WILL BE MADE ON RETURNED GOODS UNLESS DEFECTIVE OR THRU ERROR ON OUR PART. A SERVICE CHARGE OF 1 1/2% PER MONTH, BUT NOT TO EXCEED THE HIGHEST AMOUNT LAWFULLY ALLOWED BY CONTRACT IN THIS STATE, WILL BE MADE ON ALL PAST DUE ACCOUNTS. OUR STANDARD TERMS AND CONDITIONS APPLY TO THIS SALE.	CODE: TO ADVISE YOU PROMPTLY CONCERNING YOUR ORDER, THIS CODE IS USED ON OUR INVOICES. B - BACK ORDERED. WILL SHIP AS SOON AS RECEIVED UNLESS INSTRUCTED TO CANCEL. C - CANCELLED. NOT IN STOCK. UNABLE TO PURCHASE LOCALLY.	MERCHANDISE SALES TAX 7.00% SHIPPING CHARGE	337.50 23.63 .00
	Cash Disc 3.38 off Total Due (Including Sales Tax) If paid by the 10th of the month following purchase	TOTAL DUE	361.13

CED/PERRY-MANN ELECTRIC
497 HUGER STREET
COLUMBIA SC 29201
(803)252-4373 FAX(803)254-5020

INVOICE

PAGE 001 OF 001

INVOICE NO. 1140-485368	INVOICE DATE 04/16/08
PLEASE SHOW INVOICE NO. AND REMIT TO:	
C.E.D. P. O. BOX 82899 TAMPA, FL 33682-2899	

SOLD TO: BOYKIN CONTRACTING

P. O. BOX 7668
COLUMBIA
SC 29202 USA

SHIP TO: WILL CALL
497 HUGER STREET

COLUMBIA
SC 29201 USA

ACCOUNT NO. 63-09130	JOB NAME AND ADDRESS	CUSTOMER ORDER NO. 699	
SALESPERSON LH	SHIPPING INFORMATION Prepaid	SHIP VIA WC	SHIP DATE 04/16/08

QUANTITY ORDERED	PRODUCT CODE	DESCRIPTION	QUANTITY SHIPPED	PRICE	PER DISC.	EXTENSION	C/D	T T V A P X E
1500	COND EMT1	EMT	1500	81.10	C N	1216.50	1.0	T
100	CRS 662	1-IN STL COMP EMT CPLG	100	57.06	C N	57.06	1.0	T
25	CRS 652	1-IN STL COMP EMT CONN	25	45.93	C N	11.48	1.0	T
100	PECO 55183	1/4X1-1/4 FENDER WASHER	100	5.63	C N	5.63	1.0	T
100	PECO 55158	1/4 FINISHED THR HEX NUT	100	3.56	C N	3.56	1.0	T

PO/S		MSOLE	M
GL#	5010-5	Approved By	7/13/07
Job#	699	Entered By	
Cost Code	110132	Date Entered	TW

APR 18 2008

TITLE TO MERCHANDISE PASSES AT POINT OF SHIPMENT. CLAIMS FOR SHORT OR DAMAGED MERCHANDISE SHOULD BE MADE TO CARRIER. MERCHANDISE RETURNED WITHOUT OUR CONSENT WILL NOT BE ACCEPTED. A RESTOCKING CHARGE WILL BE MADE ON RETURNED GOODS UNLESS DEFECTIVE OR THRU ERROR ON OUR PART. A SERVICE CHARGE OF 1 1/2% PER MONTH, BUT NOT TO EXCEED THE HIGHEST AMOUNT LAWFULLY ALLOWED BY CONTRACT IN THIS STATE, WILL BE MADE ON ALL PAST DUE ACCOUNTS. OUR STANDARD TERMS AND CONDITIONS APPLY TO THIS SALE.	CODE: TO ADVISE YOU PROMPTLY CONCERNING YOUR ORDER, THIS CODE IS USED ON OUR INVOICES. B - BACK ORDERED, WILL SHIP AS SOON AS RECEIVED UNLESS INSTRUCTED TO CANCEL. C - CANCELLED, NOT IN STOCK, UNABLE TO PURCHASE LOCALLY.	MERCHANDISE SALES TAX 7.00% SHIPPING CHARGE	1294.23 90.60 .00
	Cash Disc 12.95 off Total Due (Including Sales Tax) If paid by the 10th of the month following purchase	TOTAL DUE	1384.83



CITY
ELECTRIC
SUPPLY

C.E.S. (West Columbia)
738 Sunset Drive, West Columbia SC,
29169.
Phone: 803-796-3306
Fax: 803-926-0517

MAY 12 2008

INVOICE

Invoice Number: NEC/028867
Tax Point Date: 28 Apr 2008
Page 1/1

BOYKIN CONTRACTING INC.
P.O. BOX 7668
COLUMBIA, SC
PO#
29202

***MUST

NE Columbia/Columbia G.O.

Account #: 00250304001

Your Order Number: 699
D/B Order: WCO/014822/117
Licence Plate #: JIM

Payment to: C.E.S. (City Electric Accounts - SC), PO Box 71446, North Charleston, SC, 29415.

Qty	Item	Description	\$ Price Per	\$ Goods
2	SES BLACK	PHASE TAPE 3/4" X 66FT - BLACK	0.78 E	1.56
4	NSI N-4	#4 COPPER SPLIT BOLT	200.69 C	8.03
4	MADISON L-42-3	1-IN SQZ FLEX CONN	169.10 C	6.76
1000	THHN-10-STR-GRN-CU-500	THHN-10-GRN-19STR-CU-500S/R	205.98 M	205.98

HC/UNITS

VISIT ANY OF OUR 416 BRANCHES ACROSS THE USA.
WE APPRECIATE YOUR BUSINESS!
NEW BRANCH HOURS
MON. - FRI. 7AM - 5PM SAT. 8AM - 12PM

ASK JIM

22040

PO/S		MSOLE	M
GL#	8010-5	Approved By	JLB
Job#	699	Entered By	JLB
Cost Code	10120	Date Entered	5.20.08

175

PO/S		MSOLE	M
GL#	8010-5	Approved By	JLB
Job#	699	Entered By	JLB
Cost Code	10132	Date Entered	5.20.08

R-219

T 7% \$222.33 \$15.57

Goods Total: \$222.33
Tax Total: \$15.57
Total: \$237.90

THE RISK IN THE GOODS SHALL PASS TO THE BUYER ON DELIVERY, BUT THE GOODS REMAIN THE PROPERTY OF THE SELLER UNTIL PAID FOR. GOODS ARE SOLD ACCORDING TO VENDORS AND OUR OWN CONDITIONS OF SALE, COPIES OF WHICH ARE AVAILABLE UPON REQUEST.
E&OE



**CITY
ELECTRIC
SUPPLY**

C.E.S. (West Columbia)
738 Sunset Drive, West Columbia SC,
29169.

Phone: 803-796-3306
Fax: 803-926-0517

INVOICE

Invoice Number: **NEC/028741**

Tax Point Date: 21 Apr 2008

Page 1/1

NE Columbia/Columbia G.O.

BOYKIN CONTRACTING INC.
P.O. BOX 7668
COLUMBIA, SC
PO*
29202

***MUST

Account #: 00250304001

Your Order Number: 699
D/B Order: WCO/014822/87
Licence Plate #: SAM

Payment to: C.E.S. (City Electric Accounts - SC), PO Box 71446, North Charleston, SC, 29415.

Qty	Item	Description	\$ Price Per	\$ Goods
12	UNV-3/4-EGA	3/4 UNIVERSAL STRUT STRAP	39.47 C	4.74
1	PECO FASTENERS CES14FHNUSSZ	0210-9807 1/4-20 FINISHED HEX NUT ZC	2.61 E	2.61

AKNUTS

OFFICES

VISIT ANY OF OUR 416 BRANCHES ACROSS THE USA.
WE APPRECIATE YOUR BUSINESS!
NEW BRANCH HOURS
MON. - FRI. 7AM - 5PM SAT. 8AM - 12PM

PO/S		MSOLE	MA
GL#	5010-5	Approved By	7/23
Job#	699	Entered By	TW
Cost Code	10132	Date Entered	MAY 13 2008

R-220

T 7% \$7.35 \$0.52

Goods Total: \$7.35
Tax Total: \$0.52
Total: \$7.87

THE RISK IN THE GOODS SHALL PASS TO THE BUYER ON DELIVERY, BUT THE GOODS REMAIN THE PROPERTY OF THE SELLER UNTIL PAID FOR. GOODS ARE SOLD ACCORDING TO VENDORS AND OUR OWN CONDITIONS OF SALE, COPIES OF WHICH ARE AVAILABLE UPON REQUEST.
E&OE

CED/PERRY-MANN ELECTRIC
 497 HUGER STREET
 COLUMBIA SC 29201
 (803)252-4373 FAX(803)254-5020

INVOICE

PAGE 001 OF 001

INVOICE NO. 1140-485511	INVOICE DATE 04/18/08
PLEASE SHOW INVOICE NO. AND REMIT TO:	
C.E.D. P. O. BOX 82899 TAMPA, FL 33682-2899	

SOLD TO: BOYKIN CONTRACTING

P. O. BOX 7668
 COLUMBIA
 SC 29202 USA

SHIP TO: WILL CALL

497 HUGER STREET

COLUMBIA
 SC 29201 USA

ACCOUNT NO. 63-09130	JOB NAME AND ADDRESS	CUSTOMER ORDER NO. 699	
SALESPERSON WAYNE	SHIPPING INFORMATION Prepaid	SHIP VIA WC	SHIP DATE 04/18/08

QUANTITY ORDERED	PRODUCT CODE	DESCRIPTION	QUANTITY SHIPPED	PRICE	P E R	DISC.	EXTENSION	C/D
500	COND EMT1	EMT	500	81.10	C	N	405.50	1.0 T
50	CRS 662	1-IN STL COMP EMT CPLG	50	57.06	C	N	28.53	1.0 T
1	CRS TP499	4SQ 2G 5/8D RING	1	75.77	C	N	0.76	1.0 T
1	PS S8023	302SS 2G 2 BLNK JMBO PLT	1	3.45	E	N	3.45	1.0 T

\$468.23

PO/S		MSOLE	M
GL#	5010-5	Approved By	TE/TW
Job#	1099	Entered By	
Cost Code	10132	Date Entered	MAY 01 2008 3 49

PO/S		MSOLE	M
GL#	5010-5	Approved By	
Job#	1099	Entered By	TW
Cost Code	10400	Date Entered	MAY 01 2008

TITLE TO MERCHANDISE PASSES AT POINT OF SHIPMENT. CLAIMS FOR SHORT OR DAMAGED MERCHANDISE SHOULD BE MADE TO CARRIER. MERCHANDISE RETURNED WITHOUT OUR CONSENT WILL NOT BE ACCEPTED. A RESTOCKING CHARGE WILL BE MADE ON RETURNED GOODS UNLESS DEFECTIVE OR THRU ERROR ON OUR PART. A SERVICE CHARGE OF 1 1/2% PER MONTH, BUT NOT TO EXCEED THE HIGHEST AMOUNT LAWFULLY ALLOWED BY CONTRACT IN THIS STATE, WILL BE MADE ON ALL PAST DUE ACCOUNTS. OUR STANDARD TERMS AND CONDITIONS APPLY TO THIS SALE.	CODE: TO ADVISE YOU PROMPTLY CONCERNING YOUR ORDER, THIS CODE IS USED ON OUR INVOICES.	MERCHANDISE	438.24
	B - BACK ORDERED. WILL SHIP AS SOON AS RECEIVED UNLESS INSTRUCTED TO CANCEL.	SALES TAX 7.00%	30.68
	C - CANCELLED. NOT IN STOCK. UNABLE TO PURCHASE LOCALLY.	SHIPPING CHARGE	.00
Cash Disc 4.39 off Total Due (including Sales Tax) if paid by the 10th of the month following purchase		TOTAL DUE	468.92



CITY
ELECTRIC
SUPPLY

C.E.S. (West Columbia)
738 Sunset Drive, West Columbia SC,
29169.

Phone: 803-796-3306
Fax: 803-926-0517

Invoice Number: NEC/028529

Tax Point Date: 09 Apr 2008

Page 1/1

NE Columbia/Columbia G.O.

BOYKIN CONTRACTING INC.
P.O. BOX 7668 ***MUST
COLUMBIA, SC
PO#
29202

Account #: 00250304001

Your Order Number: 699

D/B Order: WCO/014822/36

Licence Plate #: SAM

Payment to: C.E.S. (City Electric Accounts - SC), PO Box 71446, North Charleston, SC, 29415.

Qty	Item	Description	\$ Price Per	\$ Goods
1	PECO FASTENERS CES2DSJ	0210-9705 6 X 2 DRYWALL SCREW	6.02 E	6.02
500	THHN-12-SOL-GRN-CU-500	THHN-12-GRN-SOL-CU-500S/R ✓	116.35 M	58.18
50	RACO 752	4-IN SQ FLAT BLANK COVER	28.45 C	14.23 ✓
12	MADISON 701	1/2 TH-STL COND STRAP	7.83 C	0.94
12	MADISON LNS-50	1/2 STEEL LOCKNUT	4.80 C	0.58

OFFICES

R-222

VISIT ANY OF OUR 416 BRANCHES ACROSS THE USA.
WE APPRECIATE YOUR BUSINESS!
NEW BRANCH HOURS:
MON. - FRI. 7AM - 5PM SAT. 8AM - 12PM

\$ 62.25

PO/S		MSOLE	M
GL#	5010-S	Approved By	TW
Job#	699	Entered By	MAY 01 2008
Cost Code	10120	Date Entered	

\$ 807

PO/S		MSOLE	M
GL#	5010-S	Approved By	TW
Job#	699	Entered By	
Cost Code	10132	Date Entered	TW

MAY 01 2008

T 7% \$79.95 \$5.60

\$ 1523

PO/S		MSOLE	M
GL#	5010-S	Approved By	TW
Job#	699	Entered By	
Cost Code	10400	Date Entered	MAY 01 2008

Goods Total: \$79.95
Tax Total: \$5.60
Total: \$85.55

THE RISK IN THE GOODS SHALL PASS TO THE BUYER ON DELIVERY, BUT THE GOODS REMAIN THE SELLER UNTIL PAID FOR. GOODS ARE SOLD ACCORDING TO VENDORS AND OUR OWN CONDITIONS OF SALE, COPIES OF WHICH ARE AVAILABLE UPON REQUEST.
E&OE



CITY
ELECTRIC
SUPPLY

C.E.S. (West Columbia)
738 Sunset Drive, West Columbia, SC
29169.

Phone: 803-796-3306
Fax: 803-926-0517

INV - 21000

INVOICE

Invoice Number: NEC/028851

Tax Point Date: 25 Apr 2008

Page 1/1

NE Columbia/Columbia G.O.

BOYKIN CONTRACTING INC.
P.O. BOX 7668 ***MUST
COLUMBIA, SC
PO#
29202

Account #: 00250304001

Your Order Number: 699

D/B Order: WCO/18422/114

Licence Plate #: SAM

Payment to: C.E.S. (City Electric Accounts - SC), PO Box 71446, North Charleston, SC, 29415.

Qty	Item	Description	\$ Price Per	\$ Goods
25	MADISON MEC-751-B	3/4 EMT COMP CONN	46.86 C	11.72
25	MADISON MEC-761	3/4 EMT COMP CPLG	43.30 C	10.83

AK UNITS
OFFICES

VISIT ANY OF OUR 416 BRANCHES ACROSS THE USA.
WE APPRECIATE YOUR BUSINESS!
NEW BRANCH HOURS
MON. - FRI. 7AM - 5PM SAT. 8AM - 12PM

PO/S		MSOLE	W
GL#	5010-5	Approved By	709
Job#	699-	Entered By	
Cost Code	10132	Date Entered	TW

MAY 13 2008

T 7% \$22.55 \$1.58

Goods Total: \$22.55
Tax Total: \$1.58
Total: \$24.13

THE RISK IN THE GOODS SHALL PASS TO THE BUYER ON DELIVERY, BUT THE GOODS REMAIN THE PROPERTY OF THE SELLER UNTIL PAID FOR. GOODS ARE SOLD ACCORDING TO VENDORS AND OUR OWN CONDITIONS OF SALE, COPIES OF WHICH ARE AVAILABLE UPON REQUEST.

E&OE

R-223



CITY
ELECTRIC
SUPPLY

C.E.S. (West Columbia)
738 Sunset Drive, West Columbia SC,
29169.

Phone: 803-796-3306
Fax: 803-926-0517

INVOICE
Invoice Number: NEC/028538
Tax Point Date: 09 Apr 2008
Page 1/1

BOYKIN CONTRACTING INC.
P.O. BOX 7668 ***MUST
COLUMBIA, SC
PO#
29202

NE Columbia/Columbia G.O.

Account #: 00250304001

Your Order Number: 699
D/B Order: WCO/014822/40
Licence Plate #: CHIP

Payment to: C.E.S. (City Electric Accounts - SC), PO Box 71446, North Charleston, SC, 29415.

Qty	Item	Description	\$ Price Per	\$ Goods
25	MADISON MEC-751	3/4 EMT COMP CONN	39.65 C	9.91
50	MADISON MEC-750	1/2 EMT COMP CONN	28.31 C	14.16
50	MADISON MEC-760	1/2 EMT COMP CPLG	30.82 C	15.41
100	MADISON 1701	1/2 TH STL EMT STRAP	4.01 C	4.01
25	MADISON L-42-1	1/2 SQZ FLEX CONN	53.48 C	13.37
10	RACO 500	2-1/2D SW BOX W/EARS&KO	132.57 C	13.26
1	30356S	CLEAR QUICK SET CEMENT 1/2PT	2.85 E	2.85
1	CENT TA05	1/2" PVC TERM ADAPTER SCH 40	15.08 C	0.15
1	MADISON LNS-50	1/2 STEEL LOCKNUT	4.88 C	0.05
2	SES LB 50	ALUMN CNDLT LB 1/2" GASKT & CVR COMP	3.42 E	6.84
30	MADISON 102	SWITCH BOX SUPPORT PR	14.85 C	4.46
100	MADISON 520330	1/2 X-FLEX CONDUIT 100FT COIL	31.90 C	31.90

VISIT ANY OF OUR 416 BRANCHES ACROSS THE USA.
WE APPRECIATE YOUR BUSINESS!
NEW BRANCH HOURS
MON. - FRI. 7AM - 5PM SAT. 8AM - 12PM

PO/S		MSOLE	
GL#	50105	Approved By	26/07
Job#	1099	Entered By	
Cost Code	10132	Date Entered	TW

T 7% \$116.37 \$8.15

Goods Total: \$116.37
Tax Total: \$8.15
Total: \$124.52

THE RISK IN THE GOODS SHALL PASS TO THE BUYER ON DELIVERY, BUT THE GOODS REMAIN THE PROPERTY OF THE SELLER UNTIL PAID FOR. GOODS ARE SOLD ACCORDING TO VENDORS AND OUR OWN CONDITIONS OF SALE, COPIES OF WHICH ARE AVAILABLE UPON REQUEST.
E&OE

CED/PERRY-MANN ELECTRIC
 497 HUGER STREET
 COLUMBIA SC 29201
 (803)252-4373 FAX(803)254-5020

INVOICE

PAGE 001 OF 001

INVOICE NO. 1140-486307	INVOICE DATE 05/01/08
PLEASE SHOW INVOICE NO. AND REMIT TO:	
C.E.D. P. O. BOX 82899 TAMPA, FL 33682-2899	

SOLD TO: BOYKIN CONTRACTING

P. O. BOX 7668
 COLUMBIA
 SC 29202 USA

SHIP TO: WILL CALL
497 HUGER STREET

COLUMBIA
 SC 29201 USA

ACCOUNT NO. 63-09130	JOB NAME AND ADDRESS	CUSTOMER ORDER NO. 699	
SALESPERSON DAVID	SHIPPING INFORMATION Prepaid	SHIP VIA WC	SHIP DATE 05/01/08

QUANTITY ORDERED	PRODUCT CODE	DESCRIPTION	QUANTITY SHIPPED	PRICE	PER DISC.	EXTENSION	C/D	TOTAL PAID
15	PS CR20I	DPLX RCPT-NEMA5-20A	15	1.45	E N	21.75	1.0	T
3	CRS TP516	4SQ 1/2D CVR F/1-DPLXRCF	3	111.00	C N	3.33	1.0	T
3	CRS TP513	4SQ 1/2D CVR W/GFCI RCPT	3	111.00	C N	3.33	1.0	T

PO/S		MSOLE	M
GL#	5010-5	Approved By	7-7
Job#	699	Entered By	
Cost Code	16400	Date Entered	

MAY 13 2008

TITLE TO MERCHANDISE PASSES AT POINT OF SHIPMENT. CLAIMS FOR SHORT OR DAMAGED MERCHANDISE SHOULD BE MADE TO CARRIER. MERCHANDISE RETURNED WITHOUT OUR CONSENT WILL NOT BE ACCEPTED. A RESTOCKING CHARGE WILL BE MADE ON RETURNED GOODS UNLESS DEFECTIVE OR THRU ERROR ON OUR PART. A SERVICE CHARGE OF 1 1/2% PER MONTH, BUT NOT TO EXCEED THE HIGHEST AMOUNT LAWFULLY ALLOWED BY CONTRACT IN THIS STATE, WILL BE MADE ON ALL PAST DUE ACCOUNTS. OUR STANDARD TERMS AND CONDITIONS APPLY TO THIS SALE.	CODE: TO ADVISE YOU PROMPTLY CONCERNING YOUR ORDER, THIS CODE IS USED ON OUR INVOICES. B - BACK ORDERED. WILL SHIP AS SOON AS RECEIVED UNLESS INSTRUCTED TO CANCEL. C - CANCELLED. NOT IN STOCK. UNABLE TO PURCHASE LOCALLY.	MERCHANDISE SALES TAX 7.00% SHIPPING CHARGE	28.41 1.99 .00
	Cash Disc .28 off Total Due (Including Sales Tax) If paid by the 10th of the month following purchase	TOTAL DUE	30.40

CED/PERRY-MANN ELECTRIC
 497 HUGER STREET
 COLUMBIA SC 29201
 (803)252-4373 FAX(803)254-5020

CREDIT-MEMO

PAGE 001 OF 001

INVOICE NO. 1140-010329	INVOICE DATE 04/22/08
PLEASE SHOW INVOICE NO. AND REMIT TO:	
C.E.D. P. O. BOX 82899 TAMPA, FL 33682-2899	

SOLD TO: BOYKIN CONTRACTING

P. O. BOX 7668
 COLUMBIA
 SC 29202 USA

SHIP TO: BOYKIN CONTRACTING
167 LOTT COURT

WEST COLUMBIA
 SC 29169 USA

ACCOUNT NO. 63-09130	JOB NAME AND ADDRESS	CUSTOMER ORDER NO. 485434	
SALESPERSON WC	SHIPPING INFORMATION Prepaid	SHIP VIA Our Truck	SHIP DATE 04/22/08

QUANTITY ORDERED	PRODUCT CODE	DESCRIPTION	QUANTITY SHIPPED	PRICE	DISC.	EXTENSION	C/D	T TAX E

1- SYL LU250/SUPER5KIT

HPS 250W BAL 120VTHRU480V
 (476)

1- 73.61- E N 73.61-

↓
 ASK JIM

PO/S		MSOLE	M
GL#	800-5	Approved By	7/19
Job#	1099	Entered By	
Cost Code	10520	Date Entered	TW

MAY 20 2008

TITLE TO MERCHANDISE PASSES AT POINT OF SHIPMENT. CLAIMS FOR SHORT OR DAMAGED MERCHANDISE SHOULD BE MADE TO CARRIER. MERCHANDISE RETURNED WITHOUT OUR CONSENT WILL NOT BE ACCEPTED. A RESTOCKING CHARGE WILL BE MADE ON RETURNED GOODS UNLESS DEFECTIVE OR THRU ERROR ON OUR PART. A SERVICE CHARGE OF 1 1/2% PER MONTH, BUT NOT TO EXCEED THE HIGHEST AMOUNT LAWFULLY ALLOWED BY CONTRACT IN THIS STATE, WILL BE MADE ON ALL PAST DUE ACCOUNTS. OUR STANDARD TERMS AND CONDITIONS APPLY TO THIS SALE.	CODE: TO ADVISE YOU PROMPTLY CONCERNING YOUR ORDER, THIS CODE IS USED ON OUR INVOICES. B - BACK ORDERED. WILL SHIP AS SOON AS RECEIVED UNLESS INSTRUCTED TO CANCEL. C - CANCELLED. NOT IN STOCK. UNABLE TO PURCHASE LOCALLY.	MERCHANDISE SALES TAX 7.00% SHIPPING CHARGE	73.61- 5.15- .00
		TOTAL DUE	78.76-

R-226

PAGE 001 OF 001

Consolidated
CED/PERRY-MANN ELECTRIC497 HUGER STREET
COLUMBIA SC 29201
(803)252-4373 FAX(803)254-5020**INVOICE**

INVOICE NO. 1140-485469	INVOICE DATE 04/17/08
PLEASE SHOW INVOICE NO. AND REMIT TO: C.E.D. P. O. BOX 82899 TAMPA, FL 33682-2899	

SOLD TO: BOYKIN CONTRACTINGP. O. BOX 7668
COLUMBIA
SC 29202 USA**SHIP TO: WILL CALL**

497 HUGER STREET

COLUMBIA
SC 29201 USA

ACCOUNT NO. 63-09130	JOB NAME AND ADDRESS	CUSTOMER ORDER NO. 699	
SALESPERSON JH	SHIPPING INFORMATION Prepaid	SHIP VIA WC	SHIP DATE 04/17/08

QUANTITY ORDERED	PRODUCT CODE	DESCRIPTION	QUANTITY SHIPPED	PRICE	PER DISC.	EXTENSION	C/D	T TAX E
3	SYL LU250ECO	(67578) 250W HPS	3	18.50	E N	55.50	1.0	T
2	CRS TP428	4SQ EXT RING	2	126.72	C N	2.53	1.0	T
2	FS SSO23	302SS 2G 2 BLNK JMBO FLT	2	3.45	E N	6.90	1.0	T
2	CRS TP499	4SQ 2G 5/8D RING	2	75.77	C N	1.52	1.0	T
10	CRS TP709	SW BOX EXTENSION	10	171.24	C N	17.12	1.0	T
100	PECO 55079	6-32X2 FLT HD MACH SCR	100	4.47	C N	4.47	1.0	T

ASK JIM

PO/S		MSOLE	M
GL#	8010-5	Approved By	JEN
Job#	699	Entered By	TW
Cost Code	110510	Date Entered	MAY 01 2008

TITLE TO MERCHANDISE PASSES AT POINT OF SHIPMENT. CLAIMS FOR SHORT OR DAMAGED MERCHANDISE SHOULD BE MADE TO CARRIER.	CODE: TO ADVISE YOU PROMPTLY CONCERNING YOUR ORDER, THIS CODE IS USED ON OUR INVOICES.	MERCHANDISE	88.04
MERCHANDISE RETURNED WITHOUT OUR CONSENT WILL NOT BE ACCEPTED. A RESTOCKING CHARGE WILL BE MADE ON RETURNED GOODS UNLESS DEFECTIVE OR THRU ERROR ON OUR PART.	B - BACK ORDERED. WILL SHIP AS SOON AS RECEIVED UNLESS INSTRUCTED TO CANCEL.	SALES TAX 7.00%	6.16
A SERVICE CHARGE OF 1 1/2% PER MONTH, BUT NOT TO EXCEED THE HIGHEST AMOUNT LAWFULLY ALLOWED BY CONTRACT IN THIS STATE, WILL BE MADE ON ALL PAST DUE ACCOUNTS.	C - CANCELLED. NOT IN STOCK. UNABLE TO PURCHASE LOCALLY.	SHIPPING CHARGE	.00
OUR STANDARD TERMS AND CONDITIONS APPLY TO THIS SALE.	Cash Disc .89 off Total Due (Including Sales Tax) If paid by the 10th of the month following purchase	TOTAL DUE	94.20

CED/PERRY-MANN ELECTRIC
 497 HUGER STREET
 COLUMBIA SC 29201
 (803)252-4373 FAX(803)254-5020

INVOICE

PAGE 001 OF 001

INVOICE NO. 1140-485434	INVOICE DATE 04/17/08
PLEASE SHOW INVOICE NO. AND REMIT TO:	
C.E.D. P. O. BOX 82899 TAMPA, FL 33682-2899	

SOLD TO: BOYKIN CONTRACTING

P. O. BOX 7668
 COLUMBIA
 SC 29202 USA

SHIP TO: WILL CALL
497 HUGER STREET

COLUMBIA
 SC 29201 USA

ACCOUNT NO. 63-09130	JOB NAME AND ADDRESS	CUSTOMER ORDER NO. 699	
SALESPERSON MARC	SHIPPING INFORMATION Prepaid	SHIP VIA WC	SHIP DATE 04/17/08

QUANTITY ORDERED	PRODUCT CODE	DESCRIPTION	QUANTITY SHIPPED	PRICE	P E R DISC.	EXTENSION	C/D	T T Y P E
2	SYL LU250/SUPER5KIT	HPS 250W BAL 120VTHRU480V (476	2	73.61	E N	147.22	1.0	T

ASK JIM

PO/S		MSOLE	M
GL#	5010-8	Approved By	JK
Job#	699	Entered By	TW
Cost Code	16810	Date Entered	MAY 01 2008

TITLE TO MERCHANDISE PASSES AT POINT OF SHIPMENT. CLAIMS FOR SHORT OR DAMAGED MERCHANDISE SHOULD BE MADE TO CARRIER. MERCHANDISE RETURNED WITHOUT OUR CONSENT WILL NOT BE ACCEPTED. A RESTOCKING CHARGE WILL BE MADE ON RETURNED GOODS UNLESS DEFECTIVE OR THRU ERROR ON OUR PART. A SERVICE CHARGE OF 1 1/2% PER MONTH, BUT NOT TO EXCEED THE HIGHEST AMOUNT LAWFULLY ALLOWED BY CONTRACT IN THIS STATE, WILL BE MADE ON ALL PAST DUE ACCOUNTS. OUR STANDARD TERMS AND CONDITIONS APPLY TO THIS SALE.	CODE: TO ADVISE YOU PROMPTLY CONCERNING YOUR ORDER, THIS CODE IS USED ON OUR INVOICES. B - BACK ORDERED. WILL SHIP AS SOON AS RECEIVED UNLESS INSTRUCTED TO CANCEL. C - CANCELLED. NOT IN STOCK. UNABLE TO PURCHASE LOCALLY.	MERCHANDISE SALES TAX 7.00% SHIPPING CHARGE	147.22 10.31 .00
	Cash Disc 1.47 off Total Due (Including Sales Tax) If paid by the 10th of the month following purchase	TOTAL DUE	157.53

APR 14 2008

Auction Printing

Invoice

Stoneridge Dr.
Columbia, SC 29210

Date	Invoice #
4/10/2008	71620

Bill To
Boykin Contracting PO Box 7668 West Columbia, SC 29202

Ship To
Boykin Contracting 167 Lott Court West Columbia, SC 29170 Attn: Dianne

P.O. No.	Terms	Due Date	Rep	Ship Date	Ship Via
Decker Bingo	Net 30	5/10/2008	KW	4/10/2008	Pick-Up

Quantity	Description	Rate	Amount																
14	18x24 Digital Bond Copy	1.09	15.26T																
<table border="1"> <tr> <td>PO/S</td><td></td><td>MSOLE</td><td>W</td></tr> <tr> <td>GL#</td><td>8070-S</td><td>Approved By</td><td>765</td></tr> <tr> <td>Job#</td><td>1699</td><td>Entered By</td><td>TW</td></tr> <tr> <td>Cost Code</td><td>01210</td><td>Date Entered</td><td></td></tr> </table> APR 18 2008				PO/S		MSOLE	W	GL#	8070-S	Approved By	765	Job#	1699	Entered By	TW	Cost Code	01210	Date Entered	
PO/S		MSOLE	W																
GL#	8070-S	Approved By	765																
Job#	1699	Entered By	TW																
Cost Code	01210	Date Entered																	

on Here X

ovesigned acknowledges receipt of above described material and represents that reproduction of the above described material does not violate any copyright s and the abovesigned agrees to idemnify and hold A&Z harmless against all ms and expenses (including attorney's fees) for an alleged copywright ingement of such material.

Subtotal \$15.26

Sales Tax (7.0%) \$1.07

Total \$16.33

Phone #	Fax #	E-mail
803/798-5706	803/798-5707	aandz@plans-online.com

R-229

CED/PERRY-MANN ELECTRIC
 497 HUGER STREET
 COLUMBIA SC 29201
 (803)252-4373 FAX(803)254-5020

INVOICE

PAGE 001 OF 001

INVOICE NO. 1140-485702	INVOICE DATE 04/22/08
PLEASE SHOW INVOICE NO. AND REMIT TO:	
C.E.D. P. O. BOX 82899 TAMPA, FL 33682-2899	

SOLD TO: BOYKIN CONTRACTING

P. O. BOX 7668
 COLUMBIA
 SC 29202 USA

SHIP TO: WILL CALL

497 HUGER STREET

COLUMBIA
 SC 29201 USA

ACCOUNT NO. 63-09130	JOB NAME AND ADDRESS	CUSTOMER ORDER NO. 699	
SALESPERSON DAVID	SHIPPING INFORMATION Prepaid	SHIP VIA WC	SHIP DATE 04/22/08

QUANTITY ORDERED	PRODUCT CODE	DESCRIPTION	QUANTITY SHIPPED	PRICE	P E R	DISC.	EXTENSION	C/D	T T Y V A P X E
<i>A/C UNITS</i> 100	PECO 55182	1/4X1 FENDER WASHER	100	3.55	C	N	3.55	1.0	T
<i>?</i> 40	BRIDG 1104DC	1-IN DC BUSHED NIP	C 33	85.00	C	N	28.05	1.0	T
<i>C UNITS</i> 100	BRIDG 323	1-IN 105D PLSTC BUSH	100	15.00	C	N	15.00	1.0	T

PO/S		MSOLE	<i>MM</i>
GL#	<i>5010-8</i>	Approved By	<i>7615</i>
Job#	<i>699</i>	Entered By	
Cost Code	<i>09000</i>	Date Entered	<i>TW</i>

MAY 01 2008

TITLE TO MERCHANDISE PASSES AT POINT OF SHIPMENT. CLAIMS FOR SHORT OR DAMAGED MERCHANDISE SHOULD BE MADE TO CARRIER. MERCHANDISE RETURNED WITHOUT OUR CONSENT WILL NOT BE ACCEPTED. A RESTOCKING CHARGE WILL BE MADE ON RETURNED GOODS UNLESS DEFECTIVE OR THRU ERROR ON OUR PART. A SERVICE CHARGE OF 1 1/2% PER MONTH, BUT NOT TO EXCEED THE HIGHEST AMOUNT LAWFULLY ALLOWED BY CONTRACT IN THIS STATE, WILL BE MADE ON ALL PAST DUE ACCOUNTS. OUR STANDARD TERMS AND CONDITIONS APPLY TO THIS SALE.	CODE: TO ADVISE YOU PROMPTLY CONCERNING YOUR ORDER, THIS CODE IS USED ON OUR INVOICES. B - BACK ORDERED. WILL SHIP AS SOON AS RECEIVED UNLESS INSTRUCTED TO CANCEL. C - CANCELLED. NOT IN STOCK. UNABLE TO PURCHASE LOCALLY.	MERCHANDISE SALES TAX 7.00% SHIPPING CHARGE	46.60 3.26 .00
	Cash Disc .47 off Total Due (including Sales Tax) If paid by the 10th of the month following purchase	TOTAL DUE	49.86

CED/PERRY-MANN ELECTRIC
 497 HUGER STREET
 COLUMBIA SC 29201
 (803)252-4373 FAX(803)254-5020

INVOICE

PAGE 001 OF 001

INVOICE NO. 1140-485252	INVOICE DATE 04/14/08
PLEASE SHOW INVOICE NO. AND REMIT TO:	
C.E.D. P. O. BOX 82899 TAMPA, FL 33682-2899	

SOLD TO: BOYKIN CONTRACTING

P. O. BOX 7668
 COLUMBIA
 SC 29202 USA

SHIP TO: WILL CALL
497 HUGER STREET

COLUMBIA
 SC 29201 USA

ACCOUNT NO. 63-09130	JOB NAME AND ADDRESS	CUSTOMER ORDER NO. 699	
SALESPERSON WAYNE	SHIPPING INFORMATION Prepaid	SHIP VIA WC	SHIP DATE 04/14/08

QUANTITY ORDERED	PRODUCT CODE	DESCRIPTION	QUANTITY SHIPPED	PRICE	DISC.	EXTENSION	C/D	TOTAL
200	POWST 1340S10PG	1-5/8" STRUT	200	139.55	C N	279.10	1.0 T	
50	CRS TP414	4SQ 1-1/2D BOX COMBO KO(192)	50	57.22	C N	28.61	1.0 T	
100	BRIDG 250DC2	1/2 COMP EMT CONN	100	32.34	C N	32.34	1.0 T	
50	CRS TP472	4SQ FLAT BLANK COVER	50	23.38	C N	11.69	1.0 T	
1500	COND EMT1	EMT	1500	81.10	C N	1216.50	1.0 T	
100	CRS 662	1-IN STL COMP EMT CPLG	100	57.06	C N	57.06	1.0 T	
200	PECO 55171	3/8 FLAT WASHER	200	4.35	C N	8.70	1.0 T	
200	PECO 55187	3/8X1-1/2 FENDER WASHER	200	6.05	C N	12.10	1.0 T	
200	PECO 55160	3/8-16 FINISH THR HX NUT	200	5.00	C N	10.00	1.0 T	
100	PECO 55285	1/4X1 HAMMER DRIVE	100	20.85	C N	20.85	1.0 T	

PO/S	MSOLE	1/4X1 HAMMER DRIVE
GL#	8010-5	Approved By
Job#	699	Entered By
Cost Code	10132	Date Entered

PO/S	MSOLE	1/4X1 HAMMER DRIVE
GL#	8010-5	Approved By
Job#	699	Entered By
Cost Code	10132	Date Entered

PO/S	MSOLE	1/4X1 HAMMER DRIVE
GL#	8010-5	Approved By
Job#	699	Entered By
Cost Code	10132	Date Entered

TITLE TO MERCHANDISE PASSES AT POINT OF SHIPMENT. CLAIMS FOR SHORT OR DAMAGED MERCHANDISE SHOULD BE MADE TO CARRIER.	ORDER TO ADVISE YOU PROMPTLY CONCERNING YOUR ORDER THIS CODE	1676.95
MERCHANDISE RETURNED WITHOUT OUR CONSENT WILL NOT BE ACCEPTED. A RESTOCKING CHARGE WILL BE MADE ON RETURNED GOODS UNLESS DEFECTIVE OR THRU ERROR ON OUR PART.	B - BACK ORDERED, WILL SHIP AS SOON AS RECEIVED UNLESS INSTRUCTED TO CANCEL.	117.39
A SERVICE CHARGE OF 1 1/2% PER MONTH, BUT NOT TO EXCEED THE HIGHEST AMOUNT LAWFULLY ALLOWED BY CONTRACT IN THIS STATE, WILL BE MADE ON ALL PAST DUE ACCOUNTS.	C - CANCELLED, NOT IN STOCK, UNABLE TO PURCHASE LOCALLY.	.00
OUR STANDARD TERMS AND CONDITIONS APPLY TO THIS SALE.	Cash Disc 16.78 off Total Due (Including Sales Tax) If paid by the 10th of the month following purchase	TOTAL DUE 1794.34

ORIGINAL INVOICE



INVOICE NUMBER: 1604684394
 INVOICE DATE: 04/14/2008
 CUSTOMER P.O. NUMBER:
 JOB# 699
 CUSTOMER ACCT: 10863157

APR 18 2008

DUNS: 00-117-3525
 FEDERAL ID: 06-0732334

BILL TO:

BOYKIN CONTRACTING INC
 PO BOX 7668
 COLUMBIA SC 29202

SHIP TO:

BOYKIN CONTRACTING INC
 167 LOTT CT
 WEST COLUMBIA SC 29169-3051
 ATTN: JIM SHARPE
 803-926-4930

1811

HILTI SALES REP: 452202 - M/E - COLUMBIA, SC, TUSO
 PAYMENT TERMS: 30 DAYS NET
 INVOICE DUE DATE: 05/14/2008

ORDER NUMBER: 611276719
 LOCATION ID: 14418388

SHIPMENT NUMBER APPEARS ON PACKING SLIP(S). USE TO MATCH ALL DOCUMENTS AND CONFIRM RECEIPT.

Material Number	Material Description	Quantity Invoiced	Quantity Shipped	Sell Price	Amount Due																	
377232 311387	SHIPMENT NUMBER: 215272703 FIRESTOP SEALANT INCLUDES: FIRESTOP SEALANT 600ML FS-ONE	1 EA	25 EA	331.38	331.38	A																
<table border="1"><tr><td>PO/S</td><td></td><td>MSOLE</td><td>M</td></tr><tr><td>GL#</td><td>50105</td><td>Approved By</td><td>7/1/07</td></tr><tr><td>Job#</td><td>699</td><td>Entered By</td><td></td></tr><tr><td>Cost Code</td><td>09000</td><td>Date Entered</td><td>TW</td></tr></table> MAY 01 2008							PO/S		MSOLE	M	GL#	50105	Approved By	7/1/07	Job#	699	Entered By		Cost Code	09000	Date Entered	TW
PO/S		MSOLE	M																			
GL#	50105	Approved By	7/1/07																			
Job#	699	Entered By																				
Cost Code	09000	Date Entered	TW																			
Taxes: State: SC 6.00 % \$ 19.88 County: 0.00 % \$ 0.00 City: 0.00 % \$ 0.00 Spcl County: 1.00 % \$ 3.31																						
* A - Taxable B - Non-Taxable C - Limited Shelf Life D - Non-Domestic Source E - Non-Domestic Source NATO Exception																						
SUB TOTAL		TOTAL TAX		TOTAL AMOUNT (USD)																		
\$331.38		\$23.19		\$354.57																		

Product Sales: 800-879-8000 Hilti Credit Dept: 800-950-6196 Mail all written inquiries to Hilti Hilti Delivery Policy: www.us.hilti.com/transportation Fax certificate to Tax Dept or mail
 Website: www.us.hilti.com Hilti Credit Fax: 918-252-3810 PO Box 21148 Tulsa, OK 74121-1148 Hilti Tax Fax: 800-950-6605 with payment to remit to address

CUSTOMER ACCOUNT	INVOICE	INVOICE DATE	PREPAYMENT	AMOUNT DUE (USD)	PAYMENT ENCLOSED
10863157	1604684394	04/14/2008		\$354.57	

BILL TO:

BOYKIN CONTRACTING INC
 PO BOX 7668
 COLUMBIA SC 29202

SHIP TO:

BOYKIN CONTRACTING INC
 167 LOTT CT
 WEST COLUMBIA SC 29169-3051
 ATTN: JIM SHARPE
 803-926-4930

Please make checks payable to Hilti.
 Reference account number on your check and
 return with this portion in the enclosed envelope.
 \$ 25.00 fee assessed for return checks.
 Standard Hilti terms and conditions printed on the
 the reverse side of this invoice apply.
 Please remit in USD.

REMIT TO

HILTI INC.
 PO BOX 382002
 PITTSBURGH PA 15250-8002



1 10863157 1604684394 04142008 0000035457 R-232



INVOICE

Invoice Date	Invoice Number
4/22/2008	SE31801120.002
Due Date	Page
6/21/2008	1 of 1

REMIT TO:

HD SUPPLY ELECTRICAL,LTD
PO BOX 601971
CHARLOTTE, NC 28260-1971

BRANCH: 5G

5G - COLUMBIA ELECTRIC
HD Supply Inc.
801 Pulaski St
Columbia, SC 29202
Fax (803) 779-0517

SOLD TO: 1843

BOYKIN CONTRACTING INC
167 LOTT COURT
WEST COLUMBIA, SC 29169-3051

SHIP TO: 998986

CAROLINA BINGO
2768 DECKER BLVD
COLUMBIA, SC 29206

Ordered By	Telephone	Rating/Branch	Order Date	Purchase Order Number
SARGE		5G	4/22/2008	699
Salesperson	Ship Via	Ship Date	Release Number	
Steven Michael Beard	CPU CUST PICK U	4/22/2008		
Writer	Bill to/Lading	Terms		
	Donald Hai	N60/1.530		

Ordered	Shipped	UM	ED	Product Description	Unit Price	UM	Net Amount
100	100	PC		PROVALUE PV35262 100/BX 1/4-20 X	4.065	c	\$4.07

A/C UNITS

PO/S		MSOLE	MM
GL#	5010-5	Approved By	7/6/5
Job#	1099	Entered By	TW
Cost Code	10000	Date Entered	MAY 01 2008

NO CREDIT WILL BE ALLOWED FOR GOODS RETURNED WITHOUT OUR PERMISSION. ALL RETURNS SUBJECT TO RESTOCKING, HANDLING AND FREIGHT CHARGES.		Subtotal	\$4.07
		Tax Amount	\$0.28
		Other	\$0.00
		Freight	\$0.00
Freight Terms / FOB			
If paid by 4/22/2008 you may deduct \$0.00			
		Total Amount Due	\$4.35

4/22/2008 12:23:42 PM

SE31801120.002

SARGE

R-233

Remit To: **Graybar**
PO BOX 403052
ATLANTA GA 30384-3052

APR 28 2008
INVOICE

Invoice Questions Please Call
803-796-2800

Invoice No: 933557592
Invoice Date: 04/22/2008
Account Number: 0000226598
Account Name: BOYKIN CONTRACTING
INC

3654.001.002.07307
BOYKIN CONTRACTING INC
PO Box 7668
COLUMBIA SC 29202

Ship to: BOYKIN CONTRACTING INC
167 LOTT COURT
WEST COLUMBIA SC 29171

Page 1 of 1

Order Number: 699						
Del. Doc. #:	PRO #	Routing	Date Shipped	Shipped From	F.O.B.	Rt. To
0828006018		CUST. PICKUP	04/22/2008	COLUMBIA, SC	S/P - F/A	
Quantity	Catalog # / Description				Unit Price / Unit	Amount
1000	THHN-4-STR-BLK-5000R GENERIC VENDOR WIRE-WYRPA				778.47 / 1000	778.47
	19 STRAND 600V 90DEG CU					

Terms of Payment

2% 10th Prox., net 15th Prox.

As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.

Sub Total	778.47
Freight	0.00
Handling	0.00
Tax	54.49
Total Due	832.96
Cash Discount (if paid within terms)	15.57

A/C UNITS

PO/S		MSOLE	M
GL#	50105	Approved By	TEB
Job#	699	Entered By	
Cost Code	1120	Date Entered	TW

MAY 01 2008

Subject to standard terms and conditions on the reverse side.





INVOICE

Invoice Date	Invoice Number
4/22/2008	SE31786367.001
Due Date	Page
6/21/2008	1 of 1

REMIT TO:

HD SUPPLY ELECTRICAL, LTD
PO BOX 601971
CHARLOTTE, NC 28260-1971

BRANCH: 5G

5G - COLUMBIA ELECTRIC
HD Supply Inc.
801 Pulaski St
Columbia, SC 29202
Fax (803) 779-0517

SOLD TO: 1843

BOYKIN CONTRACTING INC
167 LOTT COURT
WEST COLUMBIA, SC 29169-3051

SHIP TO: 998986

CAROLINA BINGO
2768 DECKER BLVD
COLUMBIA, SC 29206

Ordered By	Telephone	Pricing Branch	Order Date	Purchase Order Number
SARGE		5G	4/22/2008	699-32993
Salesperson	Ship Via	Ship Date	Release Number	
Steven Michael Beard	OT OUR-TRUCK	4/22/2008		
Writer	Bill of Lading	Items		
Stephen W.		N60/1.530		

Ordered	Shipped	U/M	Product Description	Unit Price	U/M	Net Amount
2500	2500	FT	WIRE THHN 4 BLK 19STR CU CTG RL	816.351	m	\$2,040.88
4000	4000	FT	WIRE THHN 4 BLK 19STR CU 1000FT	816.351	m	\$3,265.40
3000	3000	FT	WIRE THHN 10 GRN 19STR CU 500R	193.254	m	\$579.76

A/C UNITS

PO/S	32993	MSOLE	M
GL#	5010-5	Approved By	TKA
Job#	1099	Entered By	
Cost Code	14120	Date Entered	TW

MAY 01 2008

NO CREDIT WILL BE ALLOWED FOR GOODS RETURNED WITHOUT OUR PERMISSION. ALL RETURNS SUBJECT TO RESTOCKING, HANDLING AND FREIGHT CHARGES.	Subtotal	\$5,886.04
	Tax Amount	\$412.02
	Other	\$0.00
	Freight	\$0.00
Freight Terms / FOB		
If paid by 4/22/2008 you may deduct \$0.00		
Total Amount Due		\$6,298.06

Signature: *[Signature]* Date: 4/24/08
Printed Name: # Items



INVOICE

Invoice Date	Invoice Number
4/25/2008	SE31814825.001
Due Date	Page
6/24/2008	1 of 1

REMIT TO:

HD SUPPLY ELECTRICAL, LTD
PO BOX 601971
CHARLOTTE, NC 28260-1971

BRANCH: 5G

5G - COLUMBIA ELECTRIC
HD Supply, Inc.
801 Pulaski St
Columbia, SC 29202
Fax (803) 779-0517

SOLD TO: 1843

BOYKIN CONTRACTING INC
167 LOTT COURT
WEST COLUMBIA, SC 29169-3051

SHIP TO: 998986

CAROLINA BINGO
2768 DECKER BLVD
COLUMBIA, SC 29206

Ordered By	Telephone	Pricing Branch	Order Date	Purchase Order Number
SAM		5G	4/26/2008	699
Salesperson	Ship Via	Ship Date	Release Number	
Steven Michael Beard	CPU CUST PICK U	4/25/2008		
Writer	Bill of Lading	Terms		
	Ralph Hill	N60/1.530		

Ordered	Shipped	QTY	UOM	Product Description	Unit Price	QTY	Net Amount
500	500	FT		WIRE THHN 6 BLK 19STR CU 500R	530.545	m	\$265.27
500	500	FT		WIRE THHN 8 BLK 19STR CU 500R	344.752	m	\$172.38
100	100	EA		BUR CT50175C 7IN WHITE CABLE TIE	3.452	c	\$3.45
100	100	EA		BUR CTB125RA4C CBL TIE MNT BASE	16.703	c	\$16.70
1	1	EA		3M 1700C-RED 3/4X66FT VIN CODE TAPE	1.662	ea	\$1.66
1	1	EA		3M 1700C-BLUE 3/4X66FT VIN CODE TPE	1.662	ea	\$1.66
20	20	EA		NER CNN-300 1-IN D/C COND NIPPLE	102.803	c	\$20.56
20	20	EA		NEER PB300D 1IN 105D PLSTC INBSH	11.517	c	\$2.30

493⁴⁰

PO/S		MSOLE	M
GL#	5010-5	Approved By	763
Job#	699	Entered By	TW
Cost Code	10120	Date Entered	

MAY 01 2008

244⁴⁴

PO/S		MSOLE	M
GL#	5010-5	Approved By	763
Job#	1099	Entered By	
Cost Code	14132	Date Entered	

TW

NO CREDIT WILL BE ALLOWED FOR GOODS RETURNED WITHOUT OUR PERMISSION. ALL RETURNS SUBJECT TO RESTOCKING, HANDLING AND FREIGHT CHARGES.	Subtotal	MAY 01 2008 \$483.98
	Tax Amount	\$36.08
	Other	\$0.00
	Freight	\$0.00
	Total Amount Due	\$517.86

If paid by 4/25/2008 you may deduct \$0.00

4/25/2008 6:59:10 AM

SE31814825.001

Sam Williams



INVOICE

Invoice Date	Invoice Number
4/21/2008	SE31793546.001
Due Date	Page
6/20/2008	1 of 1

REMIT TO:

HD SUPPLY ELECTRICAL, LTD
PO BOX 601971
CHARLOTTE, NC 28260-1971

BRANCH: 5G

5G - COLUMBIA ELECTRIC
HD Supply Inc.
801 Pulaski St
Columbia, SC 29202
Fax (803) 779-0517

SOLD TO: 1843

BOYKIN CONTRACTING INC
167 LOTT COURT
WEST COLUMBIA, SC 29169-3051
803-926-4930

SHIP TO: 1843

BOYKIN CONTRACTING INC
167 LOTT COURT
WEST COLUMBIA, SC 29169-3051

Ordered By	Telephone	Branch	Order Date	Purchase Order Number
SARGE	803-926-4930	5G	4/22/2008	699-
Salesperson	Ship Via	Ship Date	Release Number	
Steven Michael Beard	WILL CALL	4/21/2008		
Writer	Bill of Lading	Items		
	Stephen W.	N60/1.530		

Ordered	Shipped	UM	FD	Product Description	Unit Price	UM	Net Amount
100	100	FT		CONDUIT FLEX 1IN STL RW 50FT	88.388	c	\$88.39

AC UNITS

PO/S		MSOLE	M
GL#	5010-3	Approved By	7/1/08 TW
Job#	699	Entered By	
Cost Code	10132	Date Entered	MAY 01 2008

NO CREDIT WILL BE ALLOWED FOR GOODS RETURNED WITHOUT OUR PERMISSION. ALL RETURNS SUBJECT TO RESTOCKING, HANDLING AND FREIGHT CHARGES.	Subtotal	\$88.39
	Tax Amount	\$6.19
	Other	\$0.00
	Freight	\$0.00
	Total Amount Due	\$94.58
If paid by 4/21/2008 you may deduct \$0.00		

4/22/2008 10:53:17 AM

SE31793546.001



INVOICE

Invoice Date	Invoice Number
4/29/2008	SE31829645.001
Due Date	Page
6/28/2008	1 of 1

REMIT TO:

HD SUPPLY ELECTRICAL, LTD
PO BOX 601971
CHARLOTTE, NC 28260-1971

BRANCH: 5G

5G - COLUMBIA ELECTRIC
HD Supply Inc.
801 Pulaski St
Columbia, SC 29202
Fax (803) 779-0517

SOLD TO: 1843

BOYKIN CONTRACTING INC
167 LOTT COURT
WEST COLUMBIA, SC 29169-3051
803-926-4930

SHIP TO: 1843

BOYKIN CONTRACTING INC
167 LOTT COURT
WEST COLUMBIA, SC 29169-3051

Ordered By	Telephone	Pricing Branch	Order Date	Purchase Order Number
BOYKIN	803-926-4930	5G	4/29/2008	699
Salesperson	Ship Via	Ship Date	Release Number	
Steven Michael Beard	CPU CUST PICK U	4/29/2008		
Writer	Bill of Lading	Items		
Desmond Jo		N60/1.530		

Ordered	Shipped	U/V	F.O	Product Description	Unit Price	U/M	Net Amount
500	500	FT		WIRE THHN 10 BLK SOL CU 500R	196.612	m	\$98.31
500	500	FT		WIRE THHN 10 BLU 19STR CU 500R	198.260	m	\$99.13
50	50	EA		EGS 8465 4-IN SQ BLANK COVER	21.525	c	\$10.76
100	100	FT		CONDUIT 1/2-EMT	26.235	c	\$26.24
1	1	EA		NER AC-95 1/2 D/C 90D FLEX CONN	104.443	c	\$1.04

\$ 211.24

PO/S		MSOLE	MTW
GL#	8010-5	Approved By	7/6/9
Job#	699	Entered By	
Cost Code	10120	Date Entered	

\$ 1151

PO/S		MSOLE	M
GL#	8010-5	Approved By	7/6/9
Job#	699	Entered By	
Cost Code	10400	Date Entered	

\$ 291.9

PO/S		MSOLE	M
GL#	8010-5	Approved By	7/6/9
Job#	699	Entered By	
Cost Code	10130	Date Entered	

NO CREDIT WILL BE ALLOWED FOR GOODS RETURNED WITHOUT OUR PERMISSION. ALL RETURNS
SUBJECT TO RESTOCKING, HANDLING AND FREIGHT CHARGES.

Freight Terms / FOB

If paid by 4/29/2008 you may deduct \$0.00

Subtotal 2008	\$235.48
Tax Amount	\$16.48
Other	\$0.00
Freight	\$0.00
Total Amount Due	\$251.96

4/29/2008 1:35:58 PM

SE31829645.001

BOYKIN

R-238



INVOICE

Invoice Date	Invoice Number
4/22/2008	SE31801120.001
Due Date	Page
6/21/2008	1 of 1

REMIT TO:

HD SUPPLY ELECTRICAL, LTD
PO BOX 601971
CHARLOTTE, NC 28260-1971

BRANCH: 5G

5G - COLUMBIA ELECTRIC
HD Supply Inc.
801 Pulaski St
Columbia, SC 29202
Fax (803) 779-0517

SOLD TO: 1843

BOYKIN CONTRACTING INC
167 LOTT COURT
WEST COLUMBIA, SC 29169-3051

SHIP TO: 998986

CAROLINA BINGO
2768 DECKER BLVD
COLUMBIA, SC 29206

Ordered By	Telephone	Finding Branch	Order Date	Purchase Order Number
SARGE		5G	4/22/2008	699
Salesperson	Ship Via	Ship Date	Release Number	
Steven Michael Beard	CPU CUST PICK U	4/22/2008		
Writer	Bill of Lading	Items		
	Donald Hai	N60/1.530		

Ordered	Shipped	UM	FO	Product Description	Unit Price	UM	Net Amount
7	7	EA		NER CNN-300 1-IN D/C COND NIPPLE	102.803	c	\$7.20

PO/S		MSOLE	M
GL#	5010-5	Approved By	768
Job#	699	Entered By	TW
Cost Code	160132	Date Entered	MAY 01 2008

	Subtotal	\$7.20
NO CREDIT WILL BE ALLOWED FOR GOODS RETURNED WITHOUT OUR PERMISSION. ALL RETURNS SUBJECT TO RESTOCKING, HANDLING AND FREIGHT CHARGES.	Tax Amount	\$0.50
	Other	\$0.00
Freight Terms / FOB	Freight	\$0.00
If paid by 4/22/2008 you may deduct \$0.00	Total Amount Due	\$7.70

4/22/2008 12:20:14 PM

SE31801120.001

SARGE

R-239



INVOICE

Invoice Date	Invoice Number
5/5/2008	SE31850738.001
Due Date	Page
7/4/2008	1 of 1

REMIT TO:

HD SUPPLY ELECTRICAL, LTD
PO BOX 601971
CHARLOTTE, NC 28260-1971

BRANCH: 5G

5G - COLUMBIA ELECTRIC
HD Supply Inc.
801 Pulaski St
Columbia, SC 29202
Fax (803) 779-0517

SOLD TO: 1843

BOYKIN CONTRACTING INC
.167 LOTT COURT
WEST COLUMBIA, SC 29169-3051

SHIP TO: 998986

CAROLINA BINGO
2768 DECKER BLVD
COLUMBIA, SC 29206

Ordered By	Telephone	Pricing Branch	Order Date	Purchase Order Number
JIM S.		5G	5/5/2008	699
Salesperson	Ship Via	Ship Date	Release Number	
Steven Michael Beard	CPU CUST PICK U	5/5/2008		
Water	Bill of Lading	Terms		
	Ralph Hill	N60/1.530		

Ordered	Shipped	UOM	SP	Product Description	Unit Price	UOM	Net Amount
100	100	FT		CONDUIT 1/2-EMT	29.358	c	\$29.36
1	1	EA		EGS 8361 4-IN RAISED SQ TGL SW CVR	70.647	c	\$0.71

3141

PO/S		MSOLE	M
GL#	5010-3	Approved By	7K.7
Job#	699	Entered By	TW
Cost Code	10132	Date Entered	

MAY 13 2008

76

PO/S		MSOLE	M
GL#	5010-5	Approved By	7K.7
Job#	699	Entered By	TW
Cost Code	16400	Date Entered	

MAY 13 2008

NO CREDIT WILL BE ALLOWED FOR GOODS RETURNED WITHOUT OUR PERMISSION. ALL RETURNS SUBJECT TO RESTOCKING, HANDLING AND FREIGHT CHARGES.	Subtotal	\$30.07
	Tax Amount	\$2.10
	Other	\$0.00
	Freight	\$0.00
Freight Terms / FOB		
If paid by 5/5/2008 you may deduct \$0.00		
Total Amount Due		\$32.17

5/5/2008 2:22:21 PM

SE31850738.001

JIMS.

OFFICES

R-240



INVOICE

Invoice Date	Invoice Number
4/24/2008	SE31786354.001
Due Date	Page
6/23/2008	1 of 1

REMIT TO:

HD SUPPLY ELECTRICAL, LTD
PO BOX 601971
CHARLOTTE, NC 28260-1971

BRANCH: 5G

5G - COLUMBIA ELECTRIC
HD Supply Inc.
801 Pulaski St
Columbia, SC 29202
Fax (803) 779-0517

SOLD TO: 1843

BOYKIN CONTRACTING INC
167 LOTT COURT
WEST COLUMBIA, SC 29169-3051

SHIP TO: 998986

CAROLINA BINGO
2768 DECKER BLVD
COLUMBIA, SC 29206

Ordered By	Telephone	Pricing Branch	Order Date	Purchase Order Number
SARGE		5G	4/26/2008	699-32994
Salesperson	Ship Via	Ship Date	Release Number	
Steven Michael Beard	WILL CALL	4/24/2008		
Writer	Bill of Lading	Terms		
	Stephen W.	N60/1.530		

Ordered	Shipped	UM	ED	Product Description	Unit Price	UM	Net Amount
51	51	EA		FRZ TR70R 70A 250V RK5 TD FUSE	10.485	ea	\$534.74
3	3	EA		FRZ TR60R 60A 250V RK5 TD FUSE	4.658	ea	\$13.97
3	3	EA		FRZ TR50R 50A 250V RK5 TD FUSE	4.658	ea	\$13.97
2	2	EA		FRZ TR40R 40A 250V RK5 TD FUSE	4.658	ea	\$9.32

A/C UNITS

PO/S	32994	MSOLE	MM
GL#	50105	Approved By	783
Job#	1099	Entered By	
Cost Code	16400	Date Entered	

MAY 01 2008

	Subtotal	\$572.00
NO CREDIT WILL BE ALLOWED FOR GOODS RETURNED WITHOUT OUR PERMISSION. ALL RETURNS SUBJECT TO RESTOCKING, HANDLING AND FREIGHT CHARGES.	Tax Amount	\$40.04
	Other	\$0.00
Freight Terms / FOB	Freight	\$0.00
If paid by 4/24/2008 you may deduct \$0.00	Total Amount Due	\$612.04

4/25/2008 6:58:53 AM

SE31786354.001

SAM

R-241



INVOICE

Invoice Date	Invoice Number
4/25/2008	SE31806954.001
Due Date	Page
6/24/2008	1 of 1

REMIT TO:

HD SUPPLY ELECTRICAL, LTD
PO BOX 601971
CHARLOTTE, NC 28260-1971

BRANCH: 5G

5G - COLUMBIA ELECTRIC
HD Supply Inc.
801 Pulaski St
Columbia, SC 29202
Fax (803) 779-0517

SOLD TO: 1843

BOYKIN CONTRACTING INC
167 LOTT COURT
WEST COLUMBIA, SC 29169-3051

SHIP TO: 998986

CAROLINA BINGO
2768 DECKER BLVD
COLUMBIA, SC 29206

Ordered By	Telephone	Pricing Branch	Order Date	Purchase Order Number
SARGE		5G	4/26/2008	699-32999
Salesperson	Ship Via	Ship Date	Release Number	
Steven Michael Beard	WILL CALL	4/25/2008		
Writer	Bill of Lading	Terms		
	Stephen W.	N60/1.530		

Ordered	Shipped	UM	ED	Product Description	Unit Price	UM	New Amount
11	11	EA		C-H BAB3070H 70A 3P CKT BRKR	199.000	ea	\$2,189.00

A/C UNITS

PO/S		MSOLE	M
GL#	5010-5	Approved By	TKG
Job#	699	Entered By	TW
Cost Code	16400	Date Entered	MAY 01 2008

NO CREDIT WILL BE ALLOWED FOR GOODS RETURNED WITHOUT OUR PERMISSION. ALL RETURNS SUBJECT TO RESTOCKING, HANDLING AND FREIGHT CHARGES.	Subtotal	\$2,189.00
	Tax Amount	\$153.23
	Other	\$0.00
	Freight	\$0.00
	Total Amount Due	\$2,342.23
If paid by 4/25/2008 you may deduct \$0.00		



INVOICE

Invoice Date	Invoice Number
4/29/2008	SE31815256.002
Due Date	Page
6/28/2008	1 of 1

REMIT TO:

HD SUPPLY ELECTRICAL, LTD
PO BOX 601971
CHARLOTTE, NC 28260-1971

BRANCH: 5G

5G - COLUMBIA ELECTRIC
HD Supply Inc.
801 Pulaski St
Columbia, SC 29202
Fax (803) 779-0517

SOLD TO: 1843

BOYKIN CONTRACTING INC
167 LOTT COURT
WEST COLUMBIA, SC 29169-3051

SHIP TO: 998986

CAROLINA BINGO
2768 DECKER BLVD
COLUMBIA, SC 29206

Ordered By	Telephone	Pricing Branch	Order Date	Purchase Order Number
JIM		5G	4/29/2008	699-
Salesperson	Ship Via	Ship Date	Release Number	
Steven Michael Beard	CPU CUST PICK U	4/29/2008		
Writer	Bill of Lading	Terms		
Stephen W.		N60/1.530		

Ordered	Shipped	UM	QTY	Product Description	Unit Price	UM	Net Amount
5	5	EA		C-B FD3070 70A 3P CKT BRKR	490.000	ea	\$2,450.00

A/C UNITS

PO/S		MSOLE	MM
GL#	5010-5	Approved By	7615
Job#	699	Entered By	TW
Cost Code	16400	Date Entered	MAY 13 2008

NO CREDIT WILL BE ALLOWED FOR GOODS RETURNED WITHOUT OUR PERMISSION. ALL RETURNS SUBJECT TO RESTOCKING, HANDLING AND FREIGHT CHARGES.	Subtotal	\$2,450.00
	Tax Amount	\$171.50
	Other	\$0.00
	Freight	\$0.00
Freight Terms / FOB		
If paid by 4/29/2008 you may deduct \$0.00		
Total Amount Due		\$2,621.50

4/29/2008 1:28:49 PM

SE31815256.002

JIM

R-243



INVOICE

Invoice Date	Invoice Number
4/30/2008	SE31834317.001
Due Date	Page
6/29/2008	1 of 1

REMIT TO:

HD SUPPLY ELECTRICAL,LTD
PO BOX 601971
CHARLOTTE, NC 28260-1971

BRANCH: 5G

5G - COLUMBIA ELECTRIC
HD Supply Inc.
801 Pulaski St
Columbia, SC 29202
Fax (803) 779-0517

SOLD TO: 1843

BOYKIN CONTRACTING INC
167 LOTT COURT
WEST COLUMBIA, SC 29169-3051

SHIP TO: 998986

CAROLINA BINGO
2768 DECKER BLVD
COLUMBIA, SC 29206

Ordered By	Telephone	Pricing Branch	Order Date	Purchase Order Number
TOM B.		5G	4/30/2008	699
Salesperson	Ship Via	Ship Date	Release Number	
Steven Michael Beard	WILL CALL	4/30/2008		
Water	Bill of Lading	Terms		
	Stephen W.	N60/1.530		

Ordered	Shipped	UOM	Product Description	Unit Price	UOM	Net Amount
15	15	EA	LEV CR15-I IV DPLX RCPT NEMA5-15R	100.712	c	\$15.11
3	3	EA	LEV 7599-I 15A SL PRO GFCI	11.738	ea	\$35.21
2	2	EA	LEV CS115-2I SP 15A 277V IV SW	128.540	c	\$2.57
15	15	EA	LEV 80503-I 1G MIDSIZE DPLXRCPT PLT	29.394	c	\$4.41
2	2	EA	LEV 80501-I 1G MIDSIZE SWITCH PLATE	29.394	c	\$0.59
4	4	EA	EGS 8365N 4-IN SQ 1-DPLX RCPT CVR	74.166	c	\$2.97
4	4	EA	EGS 8362 4-IN SQ RCPT CVR	92.356	c	\$3.69

PO/S		MSOLE	
GL#	5016.5	Approved By	763
Job#	1699	Entered By	
Cost Code	10400	Date Entered	

TW

MAY 13 2008

NO CREDIT WILL BE ALLOWED FOR GOODS RETURNED WITHOUT OUR PERMISSION. ALL RETURNS SUBJECT TO RESTOCKING, HANDLING AND FREIGHT CHARGES.	Subtotal	\$64.55
	Tax Amount	\$4.52
	Other	\$0.00
	Freight	\$0.00
Freight Terms / FOB		
If paid by 4/30/2008 you may deduct \$0.00		
Total Amount Due		\$69.07

4/30/2008 4:39:55 PM SE31834317.001

TOMB.

OFFICES
R-244



INVOICE

Invoice Date	Invoice Number
4/17/2008	SE31783305.001
Due Date	Page
6/16/2008	1 of 1

REMIT TO:

HD SUPPLY ELECTRICAL, LTD
PO BOX 601971
CHARLOTTE, NC 28260-1971

BRANCH: 5G

5G - COLUMBIA ELECTRIC
HD Supply Inc.
801 Pulaski St
Columbia, SC 29202
Fax (803) 779-0517

SOLD TO: 1843

BOYKIN CONTRACTING INC
167 LOTT COURT
WEST COLUMBIA, SC 29169-3051
803-926-4930

SHIP TO: 1843

BOYKIN CONTRACTING INC
167 LOTT COURT
WEST COLUMBIA, SC 29169-3051

Ordered By	Telephone	Branch	Order Date	Purchase Order Number
SARGE	803-926-4930	5G	4/17/2008	699
Salesperson	Ship Via	Ship Date	Release Number	
Steven Michael Beard	WILL CALL	4/17/2008		
Water	Bill of Lading	Terms		
	Stephen W.	N60/1.530		

Ordered	Shipped	UM	FD	Product Description	Unit Price	UM	Net Amount
6	6	EA		PHIL 152462 C250S50/BASIC HPS	11.259	ea	\$67.55
4	4	EA		LEV 7899-I 20A SL PRO GFCI	13.809	ea	\$55.24
3	3	EA		LEV CR20-I IV DPLX RCPT NEMA5-20R	112.639	c	\$3.38

OFFICES

ASK JIM

PO/S		MSOLE	MM
GL#	5010-5	Approved By	76.15
Job#	699	Entered By	TW
Cost Code	10400	Date Entered	

MAY 01 2008

NO CREDIT WILL BE ALLOWED FOR GOODS RETURNED WITHOUT OUR PERMISSION. ALL RETURNS SUBJECT TO RESTOCKING, HANDLING AND FREIGHT CHARGES.		Subtotal	\$126.17
		Tax Amount	\$8.83
		Other	\$0.00
Freight Terms / FOB		Freight	\$0.00
If paid by 4/17/2008 you may deduct \$0.00			
		Total Amount Due	\$135.00

4/17/2008 8:58:46 AM

SE31783305.001

PDD Brock



INVOICE

Invoice Date	Invoice Number
4/25/2008	SE31815256.001
Due Date	Page
6/24/2008	1 of 1

REMIT TO:

HD SUPPLY ELECTRICAL,LTD
PO BOX 601971
CHARLOTTE, NC 28260-1971

BRANCH: 5G

5G - COLUMBIA ELECTRIC
HD Supply Inc.
801 Pulaski St
Columbia, SC 29202
Fax (803) 779-0517

SOLD TO: 1843

BOYKIN CONTRACTING INC
167 LOTT COURT
WEST COLUMBIA, SC 29169-3051

SHIP TO: 998986

CAROLINA BINGO
2768 DECKER BLVD
COLUMBIA, SC 29206

Ordered By	Telephone	Branch	Order Date	Purchase Order Number
JIM		5G	4/26/2008	699-
Salesperson	Ship Via	Ship Date	Release Number	
Steven Michael Beard	WILL CALL	4/25/2008		
Wife	Bill of Lading	Terms		
	Stephen W.	N60/1.530		

Ordered	Shipped	UOM	Product Description	Unit Price	QTY	Net Amount
1	1	EA	C-B FD3070 70A 3P CKT BRKR	490.000	ea	\$490.00

A/C UNITS

PO/S		MSOLE	M
GL#	5010-5	Approved By	7-13
Job#	699	Entered By	
Cost Code	16400	Date Entered	

TW

MAY 01 2008

NO CREDIT WILL BE ALLOWED FOR GOODS RETURNED WITHOUT OUR PERMISSION. ALL RETURNS SUBJECT TO RESTOCKING, HANDLING AND FREIGHT CHARGES.		Subtotal	\$490.00
		Tax Amount	\$34.30
		Other	\$0.00
Freight Terms / FOB		Freight	\$0.00
If paid by 4/25/2008 you may deduct \$0.00			
		Total Amount Due	\$524.30

4/25/2008 9:04:06 AM

SE31815256.001

Paul Brock

JIM

R-246



INVOICE

Invoice Date	Invoice Number
4/21/2008	SE31786313.001
Due Date	Page
6/20/2008	1 of 1

REMIT TO:

HD SUPPLY ELECTRICAL, LTD
PO BOX 601971
CHARLOTTE, NC 28260-1971

BRANCH: 5G

5G - COLUMBIA ELECTRIC
HD Supply Inc.
801 Pulaski St
Columbia, SC 29202
Fax (803) 779-0517

SOLD TO: 1843

BOYKIN CONTRACTING INC
167 LOTT COURT
WEST COLUMBIA, SC 29169-3051

SHIP TO: 998986

CAROLINA BINGO
2768 DECKER BLVD
COLUMBIA, SC 29206

Ordered By	Telephone	Ordering Branch	Order Date	Purchase Order Number
SARGE		5G	4/21/2008	699-32994
Salesperson	Ship Via	Ship Date	Release Number	
Steven Michael Beard	BW BEST-WAY	4/21/2008		
Writer	Bill of Lading	Terms		
	Stephen W.	N60/1.530		

Ordered	Shipped	UM	FD	Product Description	Unit Price	UM	Net Amount
17	17	EA		S-A GF323NR 100A 3P 240V 4W FUSED	159.153	ea	\$2,705.60
2	2	EA		S-A GF322NR 60A 3P 240V 4W FUSED GD	86.012	ea	\$172.02
1	1	EA		S-A GF222NR 60A 2P 240V 3W FUSED GD	63.306	ea	\$63.31

A/C UNITS

PO/S	32994	MSOLE	
GL#	60105	Approved By	
Job#	1099	Entered By	TW
Cost Code	16400	Date Entered	

MAY 01 2008

NO CREDIT WILL BE ALLOWED FOR GOODS RETURNED WITHOUT OUR PERMISSION. ALL RETURNS SUBJECT TO RESTOCKING, HANDLING AND FREIGHT CHARGES.		Subtotal	\$2,940.93
		Tax Amount	\$205.87
		Other	\$0.00
Freight Terms / FOB		Freight	\$0.00
If paid by 4/21/2008 you may deduct \$0.00			
		Total Amount Due	\$3,146.80



PO BOX 1328 - BIRMINGHAM, ALABAMA 35201-1328

Affiliated Companies of Mayer Electric Supply Company, Inc.:
*Mayer Electric Supply Servicing Company, Inc.
*Mayer Electric Financial Corporation
*Jones & Lee Supply

MAY 13 2008 INVOICE

Invoice #: 10587227
Invoice Date: 04/24/08
Account #: 6173112
Branch #: 710500
Related Order #: 6993834 SO

Please Remit All Payments To:

Mayer Electric Financial Corporation
Dept 1440
PO Box 2153
Birmingham, AL 35287-1440

Branch Contact: Phone 803-936-1800
Fax 803-936-1808

1556 1 MB 0.360 E0252X 10499 D69456716 P240412 0001.0001



BOYKIN CONTRACTING, INC.
PO BOX 7668
COLUMBIA SC 29202-7668

SHIPPING ADDRESS

Mayer- Columbia SC
931 Meeting Street
West Columbia SC 29169

CUSTOMER PO #		RELEASE #		SHIP DATE	SHIP VIA	ASSIGNED SALESPERSON	TICKET WRITER	
699				04/24/08	Will Call	Gary Lajoie	Clint Metts	
#	SHIP TKT #	SHIP QTY	B/O QTY	PART # / DESCRIPTION		U/M	PRICE	EXTENDED PRICE
0	12498364	1		CUHBAB2040 - BRKR 40A 2P BOLT IN C-H		EA	40.4929	40.49
0	12498364	1		CUHBAB3060H - BAB 3-Pole 60 Amp Breaker		EA	183.2112	183.21

Special Instructions: PICK UP ON COUNTER

Now Open for Business!

mayerelectric.com & mymayer

✓ Check Product Availability

✓ Check Prices

✓ Place Order

Cost Code	Job#
MSOLE	GL#
Entered By	Approved By
Date Entered	

PO/S	MSOLE	W
GL#	Approved By	15.17
Job#	Entered By	
Cost Code	Date Entered	

TW



FREE E-MAIL OR AUTOMATED-FAX INVOICING NOW AVAILABLE

You can now receive invoices much faster! Invoices are sent by email or automated-fax once per day. E-mail invoices come in one, easy to open file, and you can download our invoice data directly into your accounting package (such as QuickBooks®).

Email: ARteam@mayerelectric.com or contact your Mayer Credit Manager and get setup today.

Get Us Online at: mayerelectric.com
Obtain an MSDS: 800-451-8346



R-248

Subtotal	223.70
Tax Rate (7.00%)	15.65
Total Amount Due on 05/11/08	239.35



INVOICE

Invoice Date	Invoice Number
4/30/2008	SE31835250.001
Due Date	Page
6/29/2008	1 of 1

REMIT TO:

HD SUPPLY ELECTRICAL, LTD
PO BOX 601971
CHARLOTTE, NC 28260-1971

BRANCH: 5G

5G - COLUMBIA ELECTRIC
HD Supply Inc.
801 Pulaski St
Columbia, SC 29202
Fax (803) 779-0517

SOLD TO: 1843

BOYKIN CONTRACTING INC
167 LOTT COURT
WEST COLUMBIA, SC 29169-3051

SHIP TO: 998986

CAROLINA BINGO
2768 DECKER BLVD
COLUMBIA, SC 29206

Ordered By	Telephone	Ordering Branch	Order Date	Purchase Order Number
JIM		5G	4/30/2008	699
Salesperson	Ship Via	Ship Date	Release Number	
Steven Michael Beard	WILL CALL	4/30/2008		
Writer	Bill of Lading	Terms		
	Stephen W.	N60/1.530		

Ordered	Shipped	QTY	UOM	Product Description	Unit Price	UOM	Net Amount
6	6	EA		DUAL EZ-2 6V TWIN HEAD EMERG LITE	43.214	ea	\$259.28
2	2	EA		DUAL LTURW3 REM TANDEM EXIT SIGN	107.370	ea	\$214.74

PO/S		MSOLE	W
GL#	8010.8	Approved By	7-7
Job#	699	Entered By	
Cost Code	W0510	Date Entered	TW

MAY 13 2008

NO CREDIT WILL BE ALLOWED FOR GOODS RETURNED WITHOUT OUR PERMISSION. ALL RETURNS SUBJECT TO RESTOCKING, HANDLING AND FREIGHT CHARGES.	Subtotal	\$474.02
	Tax Amount	\$33.18
	Other	\$0.00
	Freight	\$0.00
	Total Amount Due	\$507.20
Freight Terms / FOB		
If paid by 4/30/2008 you may deduct \$0.00		

4/30/2008 4:40:16 PM

SE31835250.001

JIM

R-249



INVOICE

Invoice Date	Invoice Number
5/5/2008	SE31835250.002
Due Date	Page
7/4/2008	1 of 1

REMIT TO:

HD SUPPLY ELECTRICAL, LTD
PO BOX 601971
CHARLOTTE, NC 28260-1971

BRANCH: 5G

5G - COLUMBIA ELECTRIC
HD Supply Inc.
801 Pulaski St
Columbia, SC 29202
Fax (803) 779-0517

SOLD TO: 1843

BOYKIN CONTRACTING INC
167 LOTT COURT
WEST COLUMBIA, SC 29169-3051

SHIP TO: 998986

CAROLINA BINGO
2768 DECKER BLVD
COLUMBIA, SC 29206

Ordered By	Telephone	Pricing Branch	Order Date	Purchase Order Number
JIM		5G	5/7/2008	699
Salesperson	Ship Via	Ship Date	Release Number	
Steven Michael Beard	CPU CUST PICK U	5/5/2008		
Writer	Bill of Lading	Terms		
	Stephen W.	N60/1.530		

Ordered	Shipped	UM	FO	Product Description	Unit Price	UM	Net Amount
5	5	EA		DUAL EZ-2 6V TWIN HEAD EMERG LITE	43.214	ea	\$216.07
3	3	EA		DUAL LTURW STD TANDEM EXIT SIGN	90.272	ea	\$270.82
2	2	EA		DUAL LTURW3 REM TANDEM EXIT SIGN	107.370	ea	\$214.74
1	1	EA		INCOMING FREIGHT CHARGES	28.000	ea	\$28.00
4	4	EA		DUAL OMSSW0618 LTG HEAD SGL WHT 6V	33.973	ea	\$135.89
4	4	EA		CRS-B TP7146 4 RND WP OUTLET BOX 1	384.507	c	\$15.38

PO/S		MSOLE	MA
GL#	800-5	Approved By	707TW
Job#	699	Entered By	
Cost Code	110510	Date Entered	MAY 20 2008

ASK JIN - SAMMY

NO CREDIT WILL BE ALLOWED FOR GOODS RETURNED WITHOUT OUR PERMISSION. ALL RETURNS SUBJECT TO RESTOCKING, HANDLING AND FREIGHT CHARGES.	Subtotal	\$880.90
	Tax Amount	\$61.66
	Other	\$0.00
	Freight	\$0.00
	Total Amount Due	\$942.56
If paid by 5/5/2008 you may deduct \$0.00		

5/5/2008 4:25:07 PM

SE31835250.002

JIM

R-250

Remit To: **Graybar**
PO BOX 403052
ATLANTA GA 30384-3052

INVOICE

Invoice Questions Please Call
803-796-2800

Invoice No: 933442183
Invoice Date: 04/17/2008
Account Number: 0000226598
Account Name: BOYKIN CONTRACTING
INC

3286.001.002.06571
BOYKIN CONTRACTING INC
PO Box 7668
COLUMBIA SC 29202

Ship to: BOYKIN CONTRACTING INC
WILL CALL/P. BROCK
745 SUNSET BLVD
WEST COLUMBIA SC 29169

Page 1 of 1

Order Number: 699/Y # C071273

Del. Doc. #:	PRO #	Routing	Date Shipped	Shipped From	F.O.B.	Rt. To
700963533		INTERNAL ONLY	04/17/2008	COLUMBIA, SC	Dest - F/A	
Quantity	Catalog # / Description				Unit Price / Unit	Amount
1	GES250ML5AC4-5 GENERAL ELECTRIC LIGHTING				64.13 / 1	64.13
	HPS 250W 120-480V 5-TAP BALLAST					

Terms of Payment

2% 10th Prox., net 15th Prox.

As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.

Sub Total	64.13
Freight	0.00
Handling	0.00
Tax	4.49
Total Due	68.62
Cash Discount (if paid within terms)	1.28

PO/S		MSOLE	M
GL#	8010-5	Approved By	76/14
Job#	1099	Entered By	TW
Cost Code	10520	Date Entered	

MAY 01 2008

ASK JIM

Subject to standard terms and conditions on the reverse side.





INVOICE

Invoice Date	Invoice Number
5/6/2008	SE31856188.001
Due Date	Page
7/5/2008	1 of 1

REMIT TO:

HD SUPPLY ELECTRICAL, LTD
PO BOX 601971
CHARLOTTE, NC 28260-1971

BRANCH: 5G

5G - COLUMBIA ELECTRIC
HD Supply Inc.
801 Pulaski St
Columbia, SC 29202
Fax (803) 779-0517

SOLD TO: 1843

BOYKIN CONTRACTING INC
167 LOTT COURT
WEST COLUMBIA, SC 29169-3051

SHIP TO: 998986

CAROLINA BINGO
2768 DECKER BLVD
COLUMBIA, SC 29206

Ordered By	Telephone	Pricing Branch	Order Date	Purchase Order Number
JIM SHARPE		5G	5/6/2008	699
Salesperson	Ship Via	Ship Date	Release Number	
Steven Michael Beard	CPU CUST PICK U	5/6/2008		
Water	Bill of Lading	Terms		
	Donald Hai	N60/1.530		

Ordered	Shipped	UOM	FD	Product Description	Unit Price	UOM	Net Amount
1	1	EA		EGS 4SES 4X1-1/2D SQ EXT	73.327	c	\$0.73
100	100	PC		PROVALUE FV35429 100/BX 10-16 X 1IN	2.789	c	\$2.79
1	1	EA		DUAL EZ-2 6V TWIN HEAD EMERG LITE	43.214	ea	\$43.21

ASK Jim - SAMMY

PO/S		MSOLE	M
GL#	5010-5	Approved By	7/1/15
Job#	699	Entered By	
Cost Code	110520	Date Entered	TW

MAY 20 2008

NO CREDIT WILL BE ALLOWED FOR GOODS RETURNED WITHOUT OUR PERMISSION. ALL RETURNS SUBJECT TO RESTOCKING, HANDLING AND FREIGHT CHARGES.	Subtotal	\$46.73
	Tax Amount	\$3.27
	Other	\$0.00
	Freight	\$0.00
	Total Amount Due	\$50.00

5/6/2008 2:36:16 PM

SE31856188.001

JIM SHARPE

R-252



INVOICE

Invoice Date	Invoice Number
5/6/2008	SE31852508.001
Due Date	Page
7/5/2008	1 of 1

REMIT TO:

HD SUPPLY ELECTRICAL LTD
PO BOX 601971
CHARLOTTE, NC 28260-1971

BRANCH: 5G

5G - COLUMBIA ELECTRIC
HD Supply Inc.
801 Pulaski St
Columbia, SC 29202
Fax (803) 779-0517

SOLD TO: 1843

BOYKIN CONTRACTING INC
167 LOTT COURT
WEST COLUMBIA, SC 29169-3051

SHIP TO: 998986

CAROLINA BINGO
2768 DECKER BLVD
COLUMBIA, SC 29206

Ordered By	Telephone	Pricing Branch	Order Date	Purchase Order Number
SAM		5G	5/6/2008	699
Salesperson	Ship Via	Ship Date	Release Number	
Steven Michael Beard	CPU CUST PICK U	5/6/2008		
Writer	Bill to Address	Terms		
	Ralph Hill	N60/1.530		

Ordered	Shipped	U/M	ED	Product Description	Unit Price	U/M	Net Amount
1	1	EA		DUAL CMSSW0618 LTG HEAD SGL WBT 6V	33.973	ea	\$33.97

ASK JIM - SANMY

PO/S		MSOLE	<i>M</i>
GL#	5010-5	Approved By	<i>7/1/7</i>
Job#	699	Entered By	TW
Cost Code	1452.0	Date Entered	

MAY 20 2008

NO CREDIT WILL BE ALLOWED FOR GOODS RETURNED WITHOUT OUR PERMISSION. ALL RETURNS SUBJECT TO RESTOCKING, HANDLING AND FREIGHT CHARGES.		Subtotal	\$33.97
		Tax Amount	\$2.38
		Other	\$0.00
Freight Terms / FOB		Freight	\$0.00
If paid by 5/6/2008 you may deduct \$0.00			
		Total Amount Due	\$36.35

5/6/2008 6:39:16 AM

SE31852508.001

Sam Williams

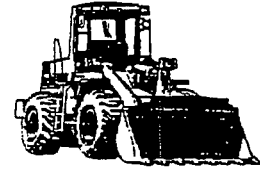
SAM

R-253



FINAL BILL
ORIGINAL INVOICE

4/30/08



THANK YOU FOR RENTING FROM HERTZ!

CUSTOMER NUMBER: 2739052

RES/QUOTE NUMBER:

INVOICE NUMBER: 23354977-001

BOYKIN CONTRACTING INCORPORATE 167 LOTT COURT PO BOX 7668 COLUMBIA, SC 29202		PO NUMBER: ER-699-02 JOB NUMBER: 1 - OLD WINN-DIXIE ORDERED BY: DAVID, DAVID SIGNED BY: SAMUEL, WILLIAMS DELIVERED BY: HERTZ RENTAL START DATE: 4/15/08 16:00 CLOSED BY: WILEY D. SHEORN SALES REP: BRIAN MITCHELL	
SHIPPING ADDRESS: OLD WINN-DIXIE 2768 DECKER BLVD COLUMBIA, SC 29223	HERTZ LOCATION: 330 100 WARNER DRIVE COLUMBIA, SC 29223 Ph: 803-786-2900 Fax: 803-786-4369	RENTAL DAYS/HOURS: 12/20.70 INVOICE FROM DATE: 4/15/08 16:01 INVOICE THRU DATE: 4/30/08 13:42	

AYMENT TERMS ARE NET 10 DAYS

Customer is responsible for FUEL, FLATS, DAMAGE and
CLEANUP FEES.

LATE CHARGES MAY APPLY.
FOR CUSTOMER SERVICE AND BILLING
INQUIRIES CALL 1-800-456-6492

DIRECT PAYMENT TO:

HERTZ EQUIPMENT RENTAL CORPORATION
P.O. BOX 650280
DALLAS, TX 75265-0280

	ORIGINAL	ADJ	TOTAL
RENTAL CHARGES	375.00		375.00
OTHER CHARGES	3.50		3.50
DELIVERY/PICK UP	110.00		110.00
TAXABLE CHARGES	488.50		488.50
TAX	34.20		34.20
TOTAL CHARGES	522.70		522.70
NET DUE			522.70

y	Equipment #	Hrs/	Min	Hour	Day	Week	4 Week	Amount
1	PLATFORMLIFT/19'/EL SEE ALSO 452-0790 8/ 452198274 Make: SKYJACK Model: 3219 Ser #: 259714	95.00	15.83	95.00	225.00	375.00	375.00	
	Hours Free:				8	40	160	
	HR OUT: 59.900 HR IN: 62.700 TOTAL: 2.800							
	FREE: 88.000 EXCESS: 0 HRS CHG: 1.172							
	ENVIRONMENTAL RECOVERY FEES - 6686000001							3.50

DATE
4/30/08

TYPE
HERTZ CHARGE

AMOUNT
522.70

PO/SER	699-02	MSOLE	E
GL#	5090-5	Approved By	mtj
Job#	699	Entered By	TW
Cost Code	99500	Date Entered	MAY 20 2008

For GREAT DEALS on USED EQUIPMENT - visit us on-line at www.hertzequip.com
Detach and send bottom portion with payment.

BOYKIN CONTRACTING INCORP
167 LOTT COURT
PO BOX 7668
COLUMBIA, SC 29202

4/30/08

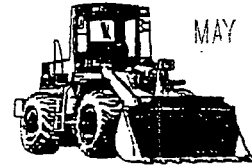
Customer Number: 2739052
Invoice Number: 23354977-001

PLEASE PAY THIS AMOUNT: 522.70



FINAL BILL
ORIGINAL INVOICE

5/05/08



MAY 13 2008

THANK YOU FOR RENTING FROM HERTZ!



CUSTOMER NUMBER: 2739052

RES/QUOTE NUMBER: 17209689

INVOICE NUMBER: 23348573-002

BOYKIN CONTRACTING INCORPORATE 167 LOTT COURT PO BOX 7668 COLUMBIA, SC 29202		PO NUMBER: ER699-01 JOB NUMBER: 1 - OLD WINN-DIXIE ORDERED BY: JIM, SHARP SIGNED BY: MIKE DELIVERED BY: HERTZ RENTAL START DATE: 4/14/08 11:00 CLOSED BY: STEFAN W. YOUNG SALES REP: BRIAN MITCHELL			
SHIPPING ADDRESS:	HERTZ LOCATION: 330	RENTAL DAYS/HOURS: 17/20.77			
OLD WINN-DIXIE 2768 DECKER BLVD COLUMBIA, SC 29223	100 WARNER DRIVE COLUMBIA, SC 29223 Ph: 803-786-2900 Fax: 803-786-4369	INVOICE FROM DATE: 4/14/08 11:01 INVOICE THRU DATE: 5/05/08 8:46			
		<table> <tr> <th>ORIGINAL</th><th>ADJ</th><th>TOTAL</th></tr> </table>	ORIGINAL	ADJ	TOTAL
ORIGINAL	ADJ	TOTAL			

AYMENT TERMS ARE NET 10 DAYS

Customer is responsible for FUEL, FLATS, DAMAGE and CLEANUP FEES.

LATE CHARGES MAY APPLY
FOR CUSTOMER SERVICE AND BILLING
INQUIRIES CALL 1-800-456-6492

DIRECT PAYMENT TO:

HERTZ EQUIPMENT RENTAL CORPORATION
P.O. BOX 650280
DALLAS, TX 75265-0280

RENTAL CHARGES	375.00	375.00
OTHER CHARGES	14.75	14.75
DELIVERY/PICK UP	110.00	110.00
TAXABLE CHARGES	488.50	488.50
TAX	34.20	34.20
TOTAL CHARGES	533.95	533.95

PO/SEP	699-01	MSOLE	E
GL#	80905	Approved By	msa
Job#	699	Entered By	
Cost Code	99800	Date Entered	TW

NET DUE

MAY 20 2008 533.95

y	Equipment #	Hrs/	Min	Hour	Day	Week	4 Week	Amount
1	PLATFORMLIFT/19'/EL 452193699 Make: GENIE Model: GS-1930 Ser #: GS300360774	8/	95.00	15.83	95.00	225.00	375.00	375.00
	Hours Free:				8	40	160	
	HR OUT: 248.300 HR IN: 255.100 TOTAL: 6.800							
	04/16/08 Total Hours from Prior Exchange .900							
	TOTAL: 7.700 FREE: 160.000 EXCESS: 0							
	ENVIRONMENTAL RECOVERY FEES 6686000001							3.50
	HEAVY EQUIPMENT RENTAL SURCHAR2217999001							11.25

DATE
5/05/08

TYPE
HERTZ CHARGE

AMOUNT
533.95

For GREAT DEALS on USED EQUIPMENT - visit us on-line at www.hertzequip.com
Detach and send bottom portion with payment.

BOYKIN CONTRACTING INCORP
167 LOTT COURT
PO BOX 7668
COLUMBIA, SC 29202

5/05/08

Customer Number: 2739052
Invoice Number: 23348573-002

PLEASE PAY THIS AMOUNT:

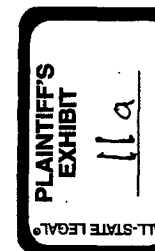
533.95

4/9 WK 5

BBT Credit Card Transactions

04/06/08 - 04/09/08

Transaction Date	Posting Date	Billing Amount	Merchant Description	Employee Name	Account Number	Description	GL	GL Digit	Job #	Cost Code	MSOLE
04/06/08	04/08/08	\$ 16.53	THE HOME DEPOT #1109	CHRISTOPHER WEBS	#####2234		5010	1	920	09080	M
04/03/08	04/06/08	\$ 55.93	RACEWAY6749 57467490	DAVID TODD	#####7904		5040	3	64202	01280	O
04/07/08	04/08/08	\$ 43.00	EFC 1	DAVID TODD	#####7904		5040	3	64202	01280	O
04/04/08	04/06/08	\$ 68.03	SHELL OIL 57541639100	DWAYNE SCOTT	#####0503		5040	3	64202	01280	O
04/03/08	04/06/08	\$ 64.00	AMOCO OIL 03302676	DWAYNE SCOTT	#####0503		5040	5	683	01280	O
04/07/08	04/08/08	\$ 6.90	LOWES #01064*	DWAYNE SCOTT	#####0503		5010	3	55208	09000	M
04/03/08	04/06/08	\$ 30.22	EXXONMOBIL 47416334	EARL GRANT	#####5119		5040	3	52856	01280	O
04/07/08	04/09/08	\$ 60.00	EXXONMOBIL 47416334	EARL GRANT	#####5119		5040	3	52856	01280	O
04/04/08	04/06/08	\$ 78.59	INVITATION STATION	ERLINDA MCCOY	#####1470		1250	359			
04/04/08	04/06/08	\$ 17.66	INVITATION STATION	ERLINDA MCCOY	#####1470		1250	359			
04/04/08	04/07/08	\$ 286.00	NAWIC	ERLINDA MCCOY	#####1470		8130	8			
04/04/08	04/06/08	\$ 7.44	GRECIAN GARDENS	EXPENSE ACCOUNT	#####8535		8250	2			
04/03/08	04/06/08	\$ 106.97	VERIZON WRLS 0389401	EXPENSE ACCOUNT	#####8535		7300	5			
04/03/08	04/06/08	\$ 64.00	HESS 40234	EXPENSE ACCOUNT	#####8535		7255				
04/04/08	04/06/08	\$ 5.87	SUBWAY # 23639	EXPENSE ACCOUNT	#####8535		8250	2			
04/03/08	04/06/08	\$ 31.10	HOOTERS OF N. COLUMBIA	EXPENSE ACCOUNT	#####8535		8250	2			
04/04/08	04/07/08	\$ 8.61	LIZARDS THICKET WEST CO	EXPENSE ACCOUNT	#####8535		8250	2			
04/07/08	04/07/08	\$ (31.40)	BRANCH PAYMENT - THANK	EXPENSE ACCOUNT	#####8535		8250	2			
04/07/08	04/07/08	\$ (60.00)	BRANCH PAYMENT - THANK	EXPENSE ACCOUNT	#####8535		8250	2			
04/07/08	04/09/08	\$ 7.44	GRECIAN GARDENS	EXPENSE ACCOUNT	#####8535		8250	2			
04/07/08	04/09/08	\$ 42.00	HESS 40234	EXPENSE ACCOUNT	#####8535		7255				
04/07/08	04/09/08	\$ 8.10	ATLANTA BREAD COMPANY	EXPENSE ACCOUNT	#####8535		8250	2			
04/07/08	04/09/08	\$ 15.20	WAFFLE HOUSE #00009035	EXPENSE ACCOUNT	#####8535		8250	2			
04/07/08	04/09/08	\$ 75.00	SHELL OIL 57542561204	GERALD AMICK	#####9384		5040	3	55110	01280	O
04/03/08	04/06/08	\$ 67.19	MARATHON OIL 091223Q96	JAMES MCWHORTER	#####4305		5040	5	687	01280	O
04/07/08	04/09/08	\$ 59.10	KANGAROO EXPRESS. Q90	JAMES MCWHORTER	#####4305		5040	5	687	01280	O
04/08/08	04/09/08	\$ 34.52	MC BRIDE BLDG SPLIES/H	JAMES MCWHORTER	#####4305		5010	5	687	16010	M
04/04/08	04/06/08	\$ 65.00	EXXONMOBIL 42289462	JESSIE FARMAN	#####8336		5040	3	52856	01280	O
04/07/08	04/09/08	\$ 60.01	SHELL OIL 57528109408	JESSIE FARMAN	#####8336		5040	3	52856	01280	O
04/03/08	04/06/08	\$ 75.00	EXXONMOBIL 47416334	JIM SHARPE	#####0511		5040	5	699	01280	O
04/08/08	04/09/08	\$ 86.50	NAPA AUTO PARTS 1015002	JIM SHARPE	#####0511		5040	5	700	01280	O
04/08/08	04/09/08	\$ 19.34	NAPA AUTO PARTS 1015002	JIM SHARPE	#####0511		5040	5	700	01280	O
04/04/08	04/06/08	\$ 75.00	SHELL OIL 57528069701	JOHN FARMAN	#####1338		5040	3	671	01280	O
03/31/08	04/06/08	\$ 191.49	BEST WESTERN HOTELS N	JOHN FARMAN	#####1338		5040	3	672	01180	O
04/07/08	04/08/08	\$ 66.43	LOWES #00626*	KENNETH WILLIAMS	#####9541		5040	3	52856	01280	O
04/06/08	04/08/08	\$ 58.65	MARATHON OIL 091223Q96	KENNETH WILLIAMS	#####9541		5040	3	52856	01280	O
04/05/08	04/06/08	\$ 202.19	THI*VICTORIA INSURANCE	KWAME HALL	#####1447		1250	1088			



R-256

BBT Credit Card Transactions

04/06/08 - 04/09/08

Transaction Date	Posting Date	Billing Amount	Merchant Description	Employee Name	Account Number	Description	GL	GL Digit	Job #	Cost Code	MSOLE
04/04/08	04/06/08	\$ 67.29	EXXONMOBIL 42237982	KWAME HALL	#####1447		5040	3	64202	01280	O
04/07/08	04/09/08	\$ 50.04	SUNOCO SVC STATION	KWAME HALL	#####1447		5040	3	64202	01280	O
04/07/08	04/09/08	\$ 80.00	AMOCO OIL 09230558	MARK JOHNSON	#####8344		5040	3	68206	01280	O
04/03/08	04/06/08	\$ 66.51	CARTERS FAST STOP #2	MATTHEW SHOCKLE	#####9591		7255				
04/03/08	04/06/08	\$ 68.00	SHELL OIL 57528064504	MICHAEL E CRUTHIRE	#####1024		5040	3	68206	01280	O
04/07/08	04/08/08	\$ 59.76	LOWES #00499*	MICHAEL E CRUTHIRE	#####1024		5010	3	68206	09000	M
04/07/08	04/09/08	\$ 69.00	SHELL OIL 57542561303	MICHAEL E CRUTHIRE	#####1024		5040	3	69803	01280	O
04/08/08	04/09/08	\$ 39.35	LOWES #00499*	PHILLIP MARTIN	#####9910		5010	5	683	09000	M
04/03/08	04/06/08	\$ 50.00	E-Z SHOP TRAVEL CENTER	RANDY DILLON	#####1869		5040	3	59427	01280	O
04/03/08	04/07/08	\$ 121.49	SLEEP INN	RANDY DILLON	#####1869		5040	3	59427	01180	O
04/03/08	04/07/08	\$ 121.49	SLEEP INN	RANDY DILLON	#####1869		5040	3	59427	01180	O
04/08/08	04/08/08	\$ 43.00	SHELL OIL 57542561204	RANDY DILLON	#####1869		5040	3	55203	01280	O
04/06/08	04/08/08	\$ 35.00	EXXONMOBIL 47272026	RANDY DILLON	#####1869		5040	5	65404	01280	O
04/07/08	04/09/08	\$ 75.00	SHELL OIL 57528069701	RANDY DILLON	#####1869		5040	3	59427	01280	O
04/04/08	04/06/08	\$ (42.50)	LOWES #01064*	ROBERT HOLDFORD	#####3888		5010	3	68206	09000	M
04/04/08	04/06/08	\$ 41.79	LOWES #01064*	ROBERT HOLDFORD	#####3888		5010	3	68206	09000	M
04/04/08	04/06/08	\$ 56.18	LOWES #01064*	ROBERT HOLDFORD	#####3888		5010	3	68206	09000	M
04/07/08	04/08/08	\$ 43.84	LOWES #01064*	ROBERT HOLDFORD	#####3888		5010	3	68206	09000	M
04/04/08	04/06/08	\$ 63.01	EXXONMOBIL 42279224	THOMAS JERRERS	#####6099		5040	5	672	01280	O
04/08/08	04/09/08	\$ 32.84	LOWES #00433*	THOMAS JERRERS	#####6099		5010	5	672	16010	M
04/04/08	04/06/08	\$ 91.69	LOWES #01521*	WALTER LOWN	#####9509		5010	5	65404	09000	M
04/03/08	04/06/08	\$ 77.51	EXXONMOBIL 42279224	WALTER LOWN	#####9509		5040	5	65404	01280	O
04/06/08	04/08/08	\$ 210.24	AUTOZONE #3839	WALTER LOWN	#####9509		5010	5	63211	09000	M
04/06/08	04/08/08	\$ (26.74)	AUTOZONE #3839	WALTER LOWN	#####9509		5010	5	63211	09000	M
04/08/08	04/09/08	\$ 36.05	MR. BUNKY'S Q39	WALTER LOWN	#####9509		5040	5	63211	01280	O
04/03/08	04/06/08	\$ 70.00	AMOCO OIL 07821564	WILLIAM BARRS	#####5625		5040	5	699	01280	O
04/07/08	04/08/08	\$ 13.61	LOWES #00499*	WILLIAM BARRS	#####5625		5010	5	699	16010	M
04/07/08	04/08/08	\$ 21.76	LOWES #00499*	WILLIAM BARRS	#####5625		5010	5	699	16010	M
04/04/08	04/06/08	\$ 20.55	LIL CRICKET 324	WILLIAM BROCK	#####0936		5040	3	64201	01280	O
04/04/08	04/06/08	\$ 50.00	LIL CRICKET 324	WILLIAM BROCK	#####0936		5040	5	672	01280	O
04/08/08	04/09/08	\$ 12.70	LIL CRICKET 324	WILLIAM BROCK	#####0936		5040	5	672	01280	O
04/08/08	04/09/08	\$ 50.00	LIL CRICKET 324	WILLIAM BROCK	#####0936		5040	5	672	01280	O
		\$ 3,836.07									

R-257

519 WK1

BBT Credit Card Transactions

04/10/08 - 04/12/08

Transaction Date	Posting Date	Billing Amount	Merchant Description	Employee Name	Account Number	Description	GL	GL Digit	Job #	Cost Code	MSOLE
04/09/08	04/10/08	\$ 113.03	LOWES #01064*	CHRISTOPHER WEB	#####2234		5010	3	68206	09000 M	
04/08/08	04/10/08	\$ 58.76	EXXONMOBIL 42279489	CHRISTOPHER WEB	#####2234		5040	3	64201	01280 O	
04/08/08	04/10/08	\$ 65.47	RACEWAY6749 57467490	DAVID TODD	#####7904		5040	3	64202	01280 O	
04/08/08	04/10/08	\$ 64.73	RACEWAY6749 57467490	DAVID TODD	#####7904		5040	3	64202	01280 O	
04/08/08	04/10/08	\$ 775.00	UNITED COMMUNICATIONS-GRO	DIANE BEVEL	#####6766	AGC Renewal	8130	11			
04/08/08	04/10/08	\$ 62.00	SUNOCO SVC STATION	DWAYNE SCOTT	#####0503		5040	3	55203	01280 O	
04/09/08	04/11/08	\$ 40.86	THE PANTRY #3382 Q39	EARL GRANTT	#####5119		5040	3	52856	01280 O	
04/09/08	04/11/08	\$ 7.44	GRECIAN GARDENS	ERLINDA MCCOY	#####1470	Lynda	8250	2			
04/09/08	04/11/08	\$ 34.78	HUDSONS SMOKEHOUSE OF	ERLINDA MCCOY	#####1470	Lynda	8250	2			
04/08/08	04/10/08	\$ 75.00	EXXONMOBIL 47655667	HOSEN SIMONS	#####5135		5040	3	52856	01280 O	
04/09/08	04/11/08	\$ 35.01	EXXONMOBIL 47655667	HOSEN SIMONS	#####5135		5040	3	52856	01280 O	
04/08/08	04/10/08	\$ 22.67	DOUBLE B FOODS II	JAMES MCWHORTE	#####4305		5040	5	687	01280 O	
04/08/08	04/10/08	\$ 69.49	WILCO 932 00009324	JAMES MCWHORTE	#####4305		5040	5	687	01280 O	
04/09/08	04/11/08	\$ 21.48	THE HOME DEPOT #8913	JAMES MCWHORTE	#####4305		5010	5	687	16010 M	
04/10/08	04/11/08	\$ 72.43	AMOCO OIL 09230558	JAMES MCWHORTE	#####4305		5040	5	687	01280 O	
04/08/08	04/10/08	\$ 75.00	EXXONMOBIL 42279224	JIM SHARPE	#####0511		5040	5	700	01280 O	
04/10/08	04/11/08	\$ 21.30	LOWES #00499*	JIM SHARPE	#####0511		5010	5	700	16010 M	
04/10/08	04/11/08	\$ 50.00	LIBERTY GAS	JOHN FARMAN	#####1338		5040	3	671	01280 O	
04/08/08	04/10/08	\$ 11.13	ADVANCE AUTO PARTS #5930	KENNETH WILLIAMS	#####9541		5040	3	52856	01280 O	
04/08/08	04/10/08	\$ 62.90	EXXONMOBIL 47416334	KENNETH WILLIAMS	#####9541		5040	3	52856	01280 O	
04/08/08	04/10/08	\$ 60.00	EXXONMOBIL 42217190	KWAME HALL	#####1447		5040	3	64202	01280 O	
04/10/08	04/11/08	\$ 63.01	EFC 1	KWAME HALL	#####1447		5040	3	64202	01280 O	
04/09/08	04/10/08	\$ 88.78	WM T MILLER LUMBER CO	MARK JOHNSON	#####8344		5010	3	68206	09000 M	
04/09/08	04/10/08	\$ 50.83	WM T MILLER LUMBER CO	MARK JOHNSON	#####8344		5010	3	68206	09000 M	
04/10/08	04/11/08	\$ 75.00	ELGIN IGA GAS	MARK JOHNSON	#####8344		5040	3	68206	01280 O	
04/08/08	04/10/08	\$ 39.74	CARTERS FAST STOP #2	MATTHEW SHOCKLE	#####9591		7255				
04/08/08	04/10/08	\$ 75.00	CARTERS FAST STOP #2	MATTHEW SHOCKLE	#####9591		7255				
04/09/08	04/11/08	\$ 32.18	THE HOME DEPOT 1103	RANDY DILLON	#####1869		5040	3	59427	01280 O	
04/09/08	04/10/08	\$ 49.29	LOWES #00661*	RANDY HAIG	#####7792		5010	5	690	09000 M	
04/08/08	04/10/08	\$ 63.62	PIGGY WIGGLY #17 S2E	RANDY HAIG	#####7792		5040	5	690	01280 O	
04/10/08	04/11/08	\$ 18.23	LOWES #00661*	RANDY HAIG	#####7792		5010	5	690	09000 M	
04/08/08	04/10/08	\$ 65.00	RACEWAY6747 34367474	ROBERT HOLDFORD	#####3888		5040	3	68206	01280 O	

R-258

BBT Credit Card Transactions

04/10/08 - 04/12/08

Transaction Date	Posting Date	Billing Amount	Merchant Description	Employee Name	Account Number	Description	GL	GL Digit	Job #	Cost Code	MSOLE
04/08/08	04/10/08	\$ 20.00	AMOCO OIL 09230558	SAMUEL WILLIAMS	#####9558		7255				
04/08/08	04/10/08	\$ 75.00	EXXONMOBIL 42279141	SAMUEL WILLIAMS	#####9558		5040	5	699	01280	O
04/08/08	04/10/08	\$ 38.84	FERGUSON ENT.#27	THOMAS JERRERS	#####6099		5010	5	672	16010	M
04/10/08	04/11/08	\$ 44.43	LOWES #00433	THOMAS JERRERS	#####6099		5010	5	672	16010	M
04/09/08	04/10/08	\$ 204.12	HOLIDAY INN EXPRESS CONWA	WALTER LOWN	#####9509		5040	5	63211	01180	O
04/09/08	04/10/08	\$ 63.53	LOWES #01705	WALTER LOWN	#####9509		5010	5	63211	09000	M
04/08/08	04/10/08	\$ 106.00	EXXONMOBIL 42279224	WALTER LOWN	#####9509		5040	5	63211	01280	O
04/08/08	04/10/08	\$ 66.00	EXXONMOBIL 42279224	WALTER LOWN	#####9509		5040	5	65404	01280	O
04/10/08	04/11/08	\$ 110.00	TEXACO 00308884	WALTER LOWN	#####9509		5040	5	687	01280	O
04/09/08	04/11/08	\$ 72.00	SHELL OIL 57526589108	WILLIAM BARRS	#####5625		5040	5	699	01280	O
04/10/08	04/11/08	\$ 34.00	LIL CRICKET 324	WILLIAM BROCK	#####0936		7255				
		\$ 3,252.78									

R-259

5/9 wk2

BBT Credit Card Transactions

04/13/08 - 04/19/08

Transaction Date	Posting Date	Billing Amount	Merchant Description	Employee Name	Account Number	Description	GL	GL Digit	Job #	Cost Code	MSOLE
04/11/08	04/13/08	\$ 52.01	EXXONMOBIL 97385926	CHRISTOPHER WEBS	#####2234		5040	1	920	01280	O
04/16/08	04/18/08	\$ 64.60	SHELL OIL 57526589106	CHRISTOPHER WEBS	#####2234		5040	5	699	01280	O
04/14/08	04/15/08	\$ 69.02	EFC 1	DAVID TODD	#####7904		5040	3	64202	01280	O
04/14/08	04/16/08	\$ 66.00	RACEWAY6749 57467490	DAVID TODD	#####7904		5040	3	64202	01280	O
04/16/08	04/18/08	\$ 65.98	CIRCLE K 05377 Q04	DAVID TODD	#####7904		5040	3	64202	01280	O
04/11/08	04/13/08	\$ 13.95	TAXACT *ONLINE 1	DIANE BEVEL	#####8766		8190				
04/14/08	04/16/08	\$ 570.00	CONSTRUCTION SOFTWARE	DIANE BEVEL	#####8766	RS means M.S.	8065	1			
04/11/08	04/13/08	\$ 68.00	AMOCO OIL 02581023	DWAYNE SCOTT	#####0503		5040	3	64202	01280	O
04/15/08	04/16/08	\$ 96.84	LOWES #01064*	DWAYNE SCOTT	#####0503		5010	5	683	09000	M
04/14/08	04/16/08	\$ 64.00	AMOCO OIL 06762470	DWAYNE SCOTT	#####0503		5040	5	683	01280	O
04/16/08	04/18/08	\$ 67.00	AMOCO OIL 02581023	DWAYNE SCOTT	#####0503		5040	3	64202	01280	O
04/11/08	04/13/08	\$ 8.53	LOWES #00626*	EARL GRANTT	#####5119		5010	3	52858	16010	M
04/10/08	04/13/08	\$ 45.01	EXXONMOBIL 42278564	EARL GRANTT	#####5119		5040	3	52858	01280	O
04/14/08	04/15/08	\$ 63.35	MR. BUNKY'S Q39	EARL GRANTT	#####5119		5040	3	52858	01280	O
04/16/08	04/17/08	\$ 20.07	LOWES #00626*	EARL GRANTT	#####5119		5010	3	52858	16010	M
04/16/08	04/18/08	\$ 37.05	EXXONMOBIL 47416334	EARL GRANTT	#####5119		5040	3	52858	01280	O
04/10/08	04/13/08	\$ 75.00	CIRCLE K 05183 Q04	ERLINDA MCCOY	#####1470	Lynda	7255				
04/10/08	04/13/08	\$ 8.10	ATLANTA BREAD COMPANY	ERLINDA MCCOY	#####1470	Lynda	8250	2			
04/10/08	04/13/08	\$ 31.57	HUDSONS SMOKEHOUSE OF	ERLINDA MCCOY	#####1470	Lynda	8250	2			
04/10/08	04/13/08	\$ 7.44	GRECIAN GARDENS	ERLINDA MCCOY	#####1470	Lynda	8250	2			
04/11/08	04/14/08	\$ 32.09	VERIZON WRLS 0389401	ERLINDA MCCOY	#####1470	Lynda	7300	5			
04/14/08	04/15/08	\$ 9.63	TRIANGLE SAFE AND LOCK	ERLINDA MCCOY	#####1470	Lynda	8190				
04/14/08	04/15/08	\$ 55.10	BELK #162 COLUMBIANA	ERLINDA MCCOY	#####1470		1250	359			
04/14/08	04/15/08	\$ 72.76	BELK #162 COLUMBIANA	ERLINDA MCCOY	#####1470		1250	359			
04/14/08	04/15/08	\$ 3.49	FOOD LION #0390	ERLINDA MCCOY	#####1470	Lynda	8190				
04/14/08	04/16/08	\$ 126.80	GAP #6105/THE	ERLINDA MCCOY	#####1470		1250	359			
04/14/08	04/16/08	\$ 14.69	MCALISTER'S DELI	ERLINDA MCCOY	#####1470	Lynda	8250	2			
04/15/08	04/17/08	\$ 8.10	ATLANTA BREAD COMPANY	EXPENSE ACCOUNT	#####9794		8250	2			
04/15/08	04/17/08	\$ 25.32	THE OTHER PANCAKE HOUS	EXPENSE ACCOUNT	#####9794		8250	2			
04/15/08	04/17/08	\$ 7.44	GRECIAN GARDENS	EXPENSE ACCOUNT	#####9794		8250	2			
04/17/08	04/17/08	\$ (30.00)	BRANCH PAYMENT - THANK YO	EXPENSE ACCOUNT	#####9794		8250	2			
04/16/08	04/18/08	\$ 77.77	HESS 40234	EXPENSE ACCOUNT	#####9794		7255				
04/17/08	04/18/08	\$ 13.56	SUBWAY # 23639	EXPENSE ACCOUNT	#####9794		8250	2			
04/16/08	04/18/08	\$ 8.10	ATLANTA BREAD COMPANY	EXPENSE ACCOUNT	#####9794		8250	2			
04/16/08	04/18/08	\$ 16.80	LIZARDS THICKET WEST COLU	EXPENSE ACCOUNT	#####9794		8250	2			
04/11/08	04/13/08	\$ 68.94	PILOT	GERALD AMICK	#####9384		5040	3	55110	01280	O
04/16/08	04/18/08	\$ 58.75	SUNOCO SVC STATION	GERALD AMICK	#####9384		5040	3	55110	01280	O
04/11/08	04/13/08	\$ 55.00	EXXONMOBIL 47655667	HOSEN SIMONS	#####5135		5040	3	52856	01280	O
04/10/08	04/13/08	\$ 40.02	EXXONMOBIL 47655667	HOSEN SIMONS	#####5135		5040	3	52856	01280	O
04/14/08	04/16/08	\$ 75.00	EXXONMOBIL 47655667	HOSEN SIMONS	#####5135		5040	3	52858	01280	O
04/15/08	04/17/08	\$ 19.97	EXXONMOBIL 47655667	HOSEN SIMONS	#####5135		5040	3	52858	01280	O

R-260

BBT Credit Card Transactions

04/13/08 - 04/19/08

Transaction Date	Posting Date	Billing Amount	Merchant Description	Employee Name	Account Number	Description	GL	GL Digit	Job #	Cost Code	MSOLE
04/16/08	04/18/08	\$ 40.06	EXXONMOBIL 47655687	HOSEN SIMONS	#####5135		5040	3	52858	01280	O
04/14/08	04/16/08	\$ 66.98	AMOCO OIL 09230558	JAMES MCWHORTER	#####4305		5040	5	687	01280	O
04/16/08	04/17/08	\$ 32.08	NAPA AUTO PARTS 1015002	JAMES MCWHORTER	#####4305		5010	5	687	09000	M
04/15/08	04/17/08	\$ 60.74	WILCO 932 00009324	JAMES MCWHORTER	#####4305		5040	5	687	01280	O
04/11/08	04/13/08	\$ 197.12	LOWES #00626*	JESSIE FARMAN	#####8336		5010	3	52858	09000	M
04/10/08	04/13/08	\$ 75.00	EXXONMOBIL 47416334	JESSIE FARMAN	#####8336		5040	3	52858	01280	O
04/12/08	04/14/08	\$ 70.00	EXXONMOBIL 42289462	JESSIE FARMAN	#####8336		5040	3	52858	01280	O
04/15/08	04/17/08	\$ 75.00	EXXONMOBIL 47416334	JESSIE FARMAN	#####8336		5040	3	52858	01280	O
04/10/08	04/13/08	\$ 29.19	LOWES #01064*	JIM SHARPE	#####0511		5010	5	699	16010	M
04/10/08	04/13/08	\$ 84.20	HESS 40386	JIM SHARPE	#####0511		5040	5	699	01280	O
04/10/08	04/13/08	\$ 75.73	AMOCO OIL 07821564	JIM SHARPE	#####0511		5040	5	699	01280	O
04/14/08	04/16/08	\$ 75.45	AMOCO OIL 02581510	JIM SHARPE	#####0511		5040	5	699	01280	O
04/17/08	04/18/08	\$ (32.07)	LOWES #00433*	JIM SHARPE	#####0511		5010	5	699	16010	M
04/17/08	04/18/08	\$ 32.07	LOWES #00433*	JIM SHARPE	#####0511		5010	5	699	16010	M
04/17/08	04/18/08	\$ 62.50	LOWES #00433*	JIM SHARPE	#####0511		5010	5	699	16010	M
04/16/08	04/18/08	\$ 59.78	AMOCO OIL 07821564	JIM SHARPE	#####0511		5040	5	699	01280	O
04/11/08	04/13/08	\$ 63.00	SHELL OIL 57528069701	JOHN FARMAN	#####1338		5040	3	671	01280	O
04/07/08	04/13/08	\$ 191.49	BEST WESTERN HOTELS NORT	JOHN FARMAN	#####1338		5040	3	671	01180	O
04/14/08	04/16/08	\$ 19.99	THE HOME DEPOT #6848	JOHN FARMAN	#####1338		5010	3	671	16010	M
04/14/08	04/16/08	\$ 75.00	RACETRAC270 00002708	JOHN FARMAN	#####1338		5040	3	671	01280	O
04/10/08	04/13/08	\$ 59.75	EXXONMOBIL 42303891	KENNETH WILLIAMS	#####9541		5040	3	52858	01280	O
04/14/08	04/16/08	\$ 57.08	EXXONMOBIL 47416334	KENNETH WILLIAMS	#####9541		5040	3	52858	01280	O
04/16/08	04/17/08	\$ 50.00	STOP N SAVE NO. 8	KENNETH WILLIAMS	#####9541		5040	3	52858	01280	O
04/16/08	04/17/08	\$ 50.00	STOP N SAVE NO. 8	KENNETH WILLIAMS	#####9541		5040	3	52858	01280	O
04/16/08	04/18/08	\$ 59.87	GASTON IGA#34 GAS STAT	KENNETH WILLIAMS	#####9541		5040	3	52858	01280	O
04/12/08	04/13/08	\$ 116.74	LOWES #00433*	KWAME HALL	#####1447		5010	3	64202	16010	M
04/12/08	04/14/08	\$ 50.00	SHELL OIL 57528069701	KWAME HALL	#####1447		5040	3	64202	01280	O
04/15/08	04/17/08	\$ 64.40	SHELL OIL 53918000398	KWAME HALL	#####1447		5040	3	64202	01280	O
04/15/08	04/16/08	\$ 92.58	LOWES #02356*	MARK JOHNSON	#####8344		5010	3	68206	09000	M
04/14/08	04/16/08	\$ 75.00	EXXONMOBIL 42279489	MARK JOHNSON	#####8344		5040	3	68206	01280	O
04/16/08	04/17/08	\$ 39.40	LOWES #02356*	MARK JOHNSON	#####8344		5010	3	68206	09000	M
04/11/08	04/13/08	\$ 100.00	BUDGET LOCKSMITHS	MATTHEW SHOCKLEY	#####9591		5010	3	59427	09000	M
04/10/08	04/13/08	\$ 1,002.72	FERGUSON ENT #23	MATTHEW SHOCKLEY	#####9591		5010	3	69403	09000	M
04/14/08	04/16/08	\$ 74.50	CARTERS FAST STOP #2	MATTHEW SHOCKLEY	#####9591		7255				
04/11/08	04/13/08	\$ 18.64	LOWES #01064*	MICHAEL E CRUTHIRG	#####1024		5010	3	69803	09000	M
04/11/08	04/13/08	\$ 40.00	RACEWAY6747 34367474	MICHAEL E CRUTHIRG	#####1024		5040	3	69803	01280	O
04/14/08	04/15/08	\$ 26.18	LOWES #01064*	MICHAEL E CRUTHIRG	#####1024		5010	3	69803	09000	M
04/15/08	04/16/08	\$ 29.86	LOWES #01064*	MICHAEL E CRUTHIRG	#####1024		5010	3	69803	09000	M
04/15/08	04/17/08	\$ 70.01	EXXONMOBIL 97395826	MICHAEL E CRUTHIRG	#####1024		5040	3	69803	01280	O

R-261

BBT Credit Card Transactions

04/13/08 - 04/19/08

Transaction Date	Posting Date	Billing Amount	Merchant Description	Employee Name	Account Number	Description	GL	GL Digit	Job #	Cost Code	MSOLE
04/12/08	04/14/08	\$ 68.45	ENMARK LEXINGTON	NICHOLAS BONHAM	#####1717		7255				
04/16/08	04/17/08	\$ 22.77	LOWES #00499*	PHILLIP MARTIN	#####9910		5010	5	683	16010	M
04/16/08	04/17/08	\$ 96.28	LOWES #00499*	PHILLIP MARTIN	#####9910		5010	5	683	16010	M
04/11/08	04/13/08	\$ 75.00	SHELL OIL 57542559703	RANDY DILLON	#####1869		5040	3	59421	01280	O
04/14/08	04/15/08	\$ 77.01	AMOCO OIL 09069204	RANDY DILLON	#####1869		5040	3	59421	01280	O
04/15/08	04/16/08	\$ 105.51	LOWES #00655*	RANDY DILLON	#####1869		5010	3	59421	09000	M
04/17/08	04/18/08	\$ 82.29	LOWES #00655*	RANDY DILLON	#####1869		5010	3	59421	09000	M
04/14/08	04/16/08	\$ 66.28	PIGGLY WIGGLY #17- S2E	RANDY HAIG	#####7792		7255				
04/14/08	04/16/08	\$ 65.00	RACEWAY6747 34367474	ROBERT HOLDFORD	#####3888		5040	3	68206	01280	O
04/14/08	04/15/08	\$ 25.68	LOWES #00433*	SAMUEL WILLIAMS	#####9558		5010	5	699	16010	M
04/14/08	04/15/08	\$ 39.39	AMOCO OIL 09230558	SAMUEL WILLIAMS	#####9558		5040	5	699	01280	O
04/14/08	04/16/08	\$ 75.00	EXXONMOBIL 47272026	SAMUEL WILLIAMS	#####9558		5040	5	699	01280	O
04/16/08	04/18/08	\$ 75.00	EXXONMOBIL 42279141	SAMUEL WILLIAMS	#####9558		5040	5	699	01280	O
04/14/08	04/14/08	\$ (136.00)	BRANCH PAYMENT - THANK YO	TARA WESSON	#####2721		1250	1102			
04/11/08	04/14/08	\$ 136.00	LEXINGTON PEDIATRIC PR	TARA WESSON	#####2721		1250	1102			
04/15/08	04/18/08	\$ 89.90	BROADBANDOFFERS.COM/WHO	THOMAS BROCK	#####8385		8065	1			
04/12/08	04/13/08	\$ 153.96	NORTHERN TOOL EQUIP.SC	WALTER LOWN	#####9509		5080	3	64201	01240	E
04/11/08	04/13/08	\$ 527.20	LOWES #00499*	WALTER LOWN	#####9509		5010	3	64201	09000	M
04/11/08	04/13/08	\$ 143.83	LOWES #01064*	WALTER LOWN	#####9509		5010	3	64201	09000	M
04/12/08	04/13/08	\$ 400.52	HOLIDAY INNS	WALTER LOWN	#####9509		5040	3	59421	01180	O
04/12/08	04/13/08	\$ 400.52	HOLIDAY INNS	WALTER LOWN	#####9509		5040	3	59421	01180	O
04/12/08	04/13/08	\$ 189.06	JEFFY LUBE #104	WALTER LOWN	#####9509		5010	5	692	09000	M
04/15/08	04/16/08	\$ 116.75	LOWES #01120*	WALTER LOWN	#####9509		5010	5	692	09000	M
04/14/08	04/16/08	\$ 103.00	EXXONMOBIL 42279224	WALTER LOWN	#####9509		5040	5	692	01280	O
04/14/08	04/16/08	\$ 70.00	EXXONMOBIL 42279224	WALTER LOWN	#####9509		5040	3	59421	01280	O
04/16/08	04/17/08	\$ 54.05	LOWES #00655*	WALTER LOWN	#####9509		5010	3	59421	09000	M
04/15/08	04/17/08	\$ 84.68	LOWES #00499*	WALTER LOWN	#####9509		5010	5	692	09000	M
04/16/08	04/18/08	\$ 108.00	EXXONMOBIL 42279224	WALTER LOWN	#####9509		5040	5	692	01280	O
04/16/08	04/18/08	\$ 75.00	EXXONMOBIL 42279224	WALTER LOWN	#####9509		5040	5	687	01280	O
04/16/08	04/18/08	\$ 30.22	ELLIOTT GIN AND LUMBER	WALTER LOWN	#####9509		5010	5	687	09000	M
04/15/08	04/17/08	\$ 71.00	SHELL OIL 57542561501	WILLIAM BARRS	#####5625		5040	5	699	01280	O
04/16/08	04/17/08	\$ 50.00	LIL CRICKET 324	WILLIAM BROCK	#####0936		7255				
04/17/08	04/18/08	\$ 14.01	LIL CRICKET 324	WILLIAM BROCK	#####0936		7255				
		\$ 9,238.25									

R-262

5/9 WK3

BBT Credit Card Transactions

04/20/08 - 04/26/08

Transaction Date	Posting Date	Billing Amount	Merchant Description	Employee Name	Account Number	Description	GL	GL Digit	Job #	Cost Code	MSO	E
04/22/08	04/24/08	✓ 73.80	EXXONMOBIL 97385926	CHRISTOPHER WE	#####2234		5040	5	699	01280	O	
04/19/08	04/21/08	\$ 66.93	EXXONMOBIL 47272026	DAVID TODD	#####7904		5040	3	64202	01280	O	
04/22/08	04/23/08	\$ 75.00	EFC 1	DAVID TODD	#####7904		5040	3	64202	01280	O	
04/24/08	04/25/08	\$ 75.00	COUNTRY CUP DBA ASC	DAVID TODD	#####7904		5040	3	64202	01280	O	
04/18/08	04/20/08	\$ 53.00	HESS 40386	DWAYNE SCOTT	#####0503		5040	5	683	01280	O	
04/21/08	04/23/08	\$ 73.00	AMOCO OIL 02581023	DWAYNE SCOTT	#####0503		7255					
04/24/08	04/25/08	\$ 76.00	AMOCO OIL 02581023	DWAYNE SCOTT	#####0503		7255					
04/21/08	04/23/08	\$ 51.77	EXXONMOBIL 42278564	EARL GRANTT	#####5119		5040	3	52858	01280	O	
04/21/08	04/23/08	\$ 11.49	SANTEE ELECTRIC SUPP	EARL GRANTT	#####5119		5010	3	52858	16010	M	
04/23/08	04/25/08	\$ 72.93	EXXONMOBIL 42278564	EARL GRANTT	#####5119		5040	3	52858	01280	O	
04/17/08	04/20/08	\$ 16.21	ATLANTA BREAD COMPA	EXPENSE ACCOUN	#####9794		8250	2				
04/18/08	04/20/08	\$ 28.60	CRACKER BARREL # 42	EXPENSE ACCOUN	#####9794		8250	2				
04/17/08	04/20/08	\$ 2.44	BOJANGLES 457 0100457	EXPENSE ACCOUN	#####9794		8250	2				
04/18/08	04/20/08	\$ 71.75	HESS 40234	EXPENSE ACCOUN	#####9794		7255					
04/21/08	04/22/08	\$ 9.31	WAL-MART #1183	EXPENSE ACCOUN	#####9794		8190					
04/21/08	04/22/08	\$ 10.59	FOOD LION #0390	EXPENSE ACCOUN	#####9794		8190					
04/21/08	04/23/08	\$ 6.78	GROUCHOS DELI W COL	EXPENSE ACCOUN	#####9794		8250	2				
04/22/08	04/24/08	\$ 30.42	GROUCHOS DELI W COL	EXPENSE ACCOUN	#####9794		8250	2				
04/22/08	04/24/08	\$ 16.21	ATLANTA BREAD COMPA	EXPENSE ACCOUN	#####9794		8250	2				
04/23/08	04/25/08	\$ 15.04	ATLANTA BREAD COMPA	EXPENSE ACCOUN	#####9794		8250	2				
04/23/08	04/25/08	\$ 20.57	CRACKER BARREL # 42	EXPENSE ACCOUN	#####9794		8250	2				
04/21/08	04/22/08	\$ 75.00	PILOT	GERALD AMICK	#####9384		5040	3	55110	01280	O	
04/17/08	04/20/08	\$ 20.13	EXXONMOBIL 47655667	HOSEN SIMONS	#####5135		5040	3	52858	01280	O	
04/18/08	04/20/08	\$ 327.69	DODGELAND OF COLUMB	HOSEN SIMONS	#####5135		7080	5				
04/19/08	04/21/08	\$ 40.01	EXXONMOBIL 47655667	HOSEN SIMONS	#####5135		5040	3	52858	01280	O	
04/22/08	04/24/08	\$ 75.00	EXXONMOBIL 47655667	HOSEN SIMONS	#####5135		5040	3	52858	01280	O	
04/23/08	04/24/08	\$ 6.29	LOWES #00626*	HOSEN SIMONS	#####5135		5010	3	52858	16010	M	
04/23/08	04/25/08	\$ 40.37	EXXONMOBIL 47655667	HOSEN SIMONS	#####5135		5040	3	52858	01280	O	
04/17/08	04/20/08	\$ 75.00	MARATHON OIL 09122303	JAMES MCWHORT	#####4305		5040	5	687	01280	O	
04/22/08	04/24/08	\$ 80.39	AMOCO OIL 08214025	JAMES MCWHORT	#####4305		5040	5	687	01280	O	
04/23/08	04/24/08	\$ 5.09	THREE FOUNTAINS ACE	JAMES MCWHORT	#####4305		5010	5	687	16010	M	
04/24/08	04/25/08	\$ 30.08	LOWES #00626*	JAMES MCWHORT	#####4305		5010	5	687	16010	M	
04/19/08	04/20/08	\$ 56.90	LOWES #00626*	JESSIE FARMAN	#####8336		5010	3	52858	16010	O	
04/17/08	04/20/08	\$ 74.03	EXXONMOBIL 47416334	JESSIE FARMAN	#####8336		5040	3	52858	01280	O	
04/21/08	04/22/08	\$ 51.27	LOWES #00626*	JESSIE FARMAN	#####8336		5010	3	52858	09000	M	
04/20/08	04/22/08	\$ 50.00	E-Z SHOP #23	JESSIE FARMAN	#####8336		5040	3	52858	01280	O	
04/22/08	04/24/08	\$ 75.00	EXXONMOBIL 42289462	JESSIE FARMAN	#####8336		5040	3	52855	01280	O	
04/21/08	04/23/08	✓ 79.51	HESS 40261	JIM SHARPE	#####0511		5040	5	699	01280	O	
04/23/08	04/24/08	\$ 43.71	LOWES #00433*	JIM SHARPE	#####0511		5010	5	699	16010	M	
04/23/08	04/25/08	✓ 59.26	SUNOCO SVC STATION	JIM SHARPE	#####0511		5040	5	699	01280	O	

R-263

BBT Credit Card Transactions

04/20/08 - 04/26/08

Transaction Date	Posting Date	Billing Amount	Merchant Description	Employee Name	Account Number	Description	GL	GL Digit	Job #	Cost Code	MSO	E
04/14/08	04/20/08	\$ 191.49	BEST WESTERN HOTELS	JOHN FARMAN	#####1338		5040	3	671	01180	O	
04/19/08	04/21/08	\$ 75.00	WILCO 933 00009332	JOHN FARMAN	#####1338		5040	3	671	01280	O	
04/20/08	04/22/08	\$ 75.00	FLYING J	JOHN FARMAN	#####1338		5040	3	671	01280	O	
04/17/08	04/20/08	\$ 5.04	AMOCO OIL 08535312	KENNETH WILLIAM	#####9541		5040	3	52858	01280	O	
04/18/08	04/20/08	\$ 8.67	HORSE + GARDEN ACE H	KENNETH WILLIAM	#####9541		5010	3	52858	16010	M	
04/18/08	04/20/08	\$ 63.18	AMOCO OIL 02791465	KENNETH WILLIAM	#####9541		5040	3	52858	01280	O	
04/21/08	04/23/08	\$ 4.83	AMOCO OIL 08535312	KENNETH WILLIAM	#####9541		5040	3	52858	01280	O	
04/22/08	04/24/08	\$ 74.66	QUICK TRIP #2 Q39	KENNETH WILLIAM	#####9541		5040	3	52858	01280	O	
04/18/08	04/20/08	\$ 57.61	PITT STOP #30	KWAME HALL	#####1447		1250	1088				
04/17/08	04/20/08	\$ 50.05	BILLY'S SUPERSTORE	KWAME HALL	#####1447		5040	3	64202	01280	O	
04/20/08	04/22/08	\$ 67.00	SHELL OIL 57528069701	KWAME HALL	#####1447		5040	3	64202	01280	O	
04/21/08	04/23/08	\$ 50.29	EXXONMOBIL 97289813	KWAME HALL	#####1447		5040	3	64202	01280	O	
04/19/08	04/23/08	\$ 3.91	HILLER HARDWARE	KWAME HALL	#####1447		5010	5	600	16010	M	
04/22/08	04/24/08	\$ 67.67	AMOCO OIL 08536187	KWAME HALL	#####1447		5040	3	64202	01280	O	
04/24/08	04/25/08	\$ 59.09	LOWES #01064*	KWAME HALL	#####1447		5010	5	600	16010	M	
04/24/08	04/25/08	\$ 37.05	EFC 1	KWAME HALL	#####1447		5040	5	600	01280	O	
04/18/08	04/20/08	\$ 80.00	AAFES JAC SHOPPETTE	MARK JOHNSON	#####8344		5040	3	68206	01280	O	
04/18/08	04/20/08	\$ 40.26	LOWES #02356*	MARK JOHNSON	#####8344		5010	3	68206	09000	M	
04/21/08	04/22/08	\$ 159.41	LOWES #02356*	MARK JOHNSON	#####8344		5010	3	68206	09000	M	
04/23/08	04/24/08	\$ 21.37	LOWES #02356*	MARK JOHNSON	#####8344		5010	3	68206	09000	M	
04/22/08	04/24/08	\$ 75.00	SHELL OIL 53917950023	MARK JOHNSON	#####8344		5040	3	68206	01280	O	
04/24/08	04/25/08	\$ 8.45	WM.T.MILLER LUMBER CO	MARK JOHNSON	#####8344		5010	3	68206	09000	M	
04/18/08	04/20/08	\$ 244.63	LOWES #00661*	MATTHEW SHOCK	#####9591		5010	3	59427	09000	M	
04/17/08	04/20/08	\$ 70.75	CARTERS FAST STOP #2	MATTHEW SHOCK	#####9591		7255					
04/21/08	04/22/08	\$ 91.00	BUDGET LOCKSMITHS	MATTHEW SHOCK	#####9591		5010	3	59427	09000	M	
04/21/08	04/22/08	\$ 244.73	LOWES #00661*	MATTHEW SHOCK	#####9591		5010	3	69403	09000	M	
04/21/08	04/23/08	\$ 74.66	CARTERS FAST STOP #2	MATTHEW SHOCK	#####9591		7255					
04/21/08	04/23/08	\$ 441.38	MIDDLE EARTH NURSERY	MATTHEW SHOCK	#####9591		5010	3	69403	09000	M	
04/22/08	04/23/08	\$ (244.73)	LOWES #00661*	MATTHEW SHOCK	#####9591		5010	3	69403	09000	M	
04/23/08	04/24/08	\$ 16.25	USPS 4518030244	MATTHEW SHOCK	#####9591		5010	3	69403	09000	M	
04/23/08	04/25/08	\$ 61.93	CARTERS FAST STOP #2	MATTHEW SHOCK	#####9591		7255					
04/22/08	04/24/08	\$ 75.00	RACEWAY6747 3436747	MICHAEL E CRUTH	#####1024		5040	3	68206	01280	O	
04/17/08	04/20/08	\$ 71.21	RACEWAY6746 28167468	NICHOLAS BONHAI	#####1717		7255					
04/19/08	04/21/08	\$ 80.26	PANTRY EXPRESS #6260	PHILLIP MARTIN	#####9910		5040	5	683	01280	O	
04/23/08	04/24/08	\$ 11.67	LOWES #00499*	PHILLIP MARTIN	#####9910		5010	5	683	09000	M	
04/17/08	04/20/08	\$ 75.00	SUNOCO SVC STATION	RANDY DILLON	#####1869		5040	3	69402	01280	O	
04/18/08	04/20/08	\$ 75.00	SHELL OIL 57541250205	RANDY DILLON	#####1869		5040	3	59427	01280	O	
04/18/08	04/20/08	\$ 50.00	E Z SHOP TRAVEL CENTER	RANDY DILLON	#####1869		5040	3	55203	01280	O	
04/22/08	04/23/08	\$ 80.72	LOWES #00655*	RANDY DILLON	#####1869		5010	3	69402	09000	M	
04/22/08	04/24/08	\$ 75.00	SUNOCO SVC STATION	RANDY DILLON	#####1869		5040	3	69402	01280	O	

R-264

BBT Credit Card Transactions

04/20/08 - 04/26/08

Transaction Date	Posting Date	Billing Amount	Merchant Description	Employee Name	Account Number	Description	GL	GL Digit	Job #	Cost Code	MSO	E
04/18/08	04/21/08	\$ 66.95	SUNOCO SVC STATION	RANDY HAIG	#####7792		7255					
04/21/08	04/22/08	\$ 22.77	LOWES #00661*	RANDY HAIG	#####7792		5010	5	690	09000	M	
04/21/08	04/23/08	\$ 65.01	SUNOCO SVC STATION	ROBERT HOLDFOR	#####3888		5040	3	68206	01280	O	
04/18/08	04/21/08	\$ 75.00	SUNOCO SVC STATION	SAMUEL WILLIAMS	#####9558		5040	5	699	01280	O	
04/21/08	04/22/08	\$ 29.90	LOWES #00433*	SAMUEL WILLIAMS	#####9558		5010	5	699	18010	M	
04/21/08	04/22/08	\$ 75.00	MARATHON OIL 091181	SAMUEL WILLIAMS	#####9558		5040	5	699	01280	O	
04/23/08	04/25/08	\$ 75.00	EXXONMOBIL 47272026	SAMUEL WILLIAMS	#####9558		5040	5	699	01280	O	
04/24/08	04/25/08	\$ 52.50	AMOCO OIL 02791879	THOMAS JERRERS	#####6099		5040	5	672	01280	O	
04/23/08	04/25/08	\$ 4.34	SHELL OIL 91004067155	THOMAS JERRERS	#####6099		5040	5	672	01280	O	
04/19/08	04/20/08	\$ (445.38)	HOLIDAY INNS	WALTER LOWN	#####9509		5040	3	69402	01180	O	
04/19/08	04/20/08	\$ 400.52	HOLIDAY INNS	WALTER LOWN	#####9509		5040	3	69402	01180	O	
04/19/08	04/20/08	\$ 400.52	HOLIDAY INNS	WALTER LOWN	#####9509		5040	3	69402	01180	O	
04/19/08	04/20/08	\$ 445.38	HOLIDAY INNS	WALTER LOWN	#####9509		5040	3	69402	01180	O	
04/19/08	04/20/08	\$ 384.60	LOWES #01066*	WALTER LOWN	#####9509		5010	5	692	09000	M	
04/18/08	04/20/08	\$ 74.80	LOWES #01064*	WALTER LOWN	#####9509		5010	5	692	09000	M	
04/19/08	04/20/08	\$ 400.52	HOLIDAY INNS	WALTER LOWN	#####9509		5040	5	692	01180	O	
04/18/08	04/20/08	\$ 140.00	EXXONMOBIL 42279224	WALTER LOWN	#####9509		5040	5	692	01280	O	
04/20/08	04/22/08	\$ 108.00	EXXONMOBIL 42279224	WALTER LOWN	#####9509		5040	3	69402	01280	O	
04/21/08	04/23/08	\$ 57.00	EXXONMOBIL 42279224	WALTER LOWN	#####9509		5040	3	64202	01280	O	
04/22/08	04/23/08	\$ 346.90	LOWES #01064*	WALTER LOWN	#####9509		5010	3	64202	09000	M	
04/23/08	04/24/08	\$ 18.33	LOWES #01120*	WALTER LOWN	#####9509		5010	3	64201	09000	M	
04/23/08	04/24/08	\$ 258.17	LOWES #01120*	WALTER LOWN	#####9509		5010	3	64201	09000	M	
04/24/08	04/25/08	\$ 120.64	LOWES #01120*	WALTER LOWN	#####9509		5010	3	64201	09000	M	
04/24/08	04/25/08	\$ 234.93	LOWES #01120*	WALTER LOWN	#####9509		5010	5	692	09000	M	
04/17/08	04/20/08	\$ 53.00	PANTRY EXPRESS #019Q	WILLIAM BARRS	#####5625		5040	5	683	01280	O	
04/22/08	04/23/08	\$ 45.47	SOUTH CONGAREE HOU	WILLIAM BARRS	#####5625		5040	5	699	01180	O	
04/22/08	04/23/08	\$ 25.00	LIL CRICKET 324	WILLIAM BARRS	#####5625		5040	5	699	01280	O	
04/22/08	04/23/08	\$ 50.00	LIL CRICKET 324	WILLIAM BARRS	#####5625		5040	5	699	01280	O	
04/18/08	04/20/08	\$ 28.50	LIL CRICKET 324	WILLIAM BROCK	#####0936		7255					
04/18/08	04/20/08	\$ 60.00	LIL CRICKET 324	WILLIAM BROCK	#####0936		7255					
04/21/08	04/22/08	\$ 90.00	LIL CRICKET 324	WILLIAM BROCK	#####0936		5040	3	64202	01280	O	
04/21/08	04/22/08	\$ 50.00	LIL CRICKET 324	WILLIAM BROCK	#####0936		5040	5	699	01280	O	
04/22/08	04/23/08	\$ 50.00	LIL CRICKET 324	WILLIAM BROCK	#####0936		5040	5	699	01280	O	
04/21/08	04/23/08	\$ 70.00	SHELL OIL 57542561303	WILLIAM BROCK	#####0936		5040	5	699	01280	O	
04/23/08	04/24/08	\$ 57.00	LIL CRICKET 324	WILLIAM BROCK	#####0936		5040	5	699	01280	O	
04/24/08	04/25/08	\$ 88.05	LIL CRICKET 324	WILLIAM BROCK	#####0936		5040	5	699	01280	O	
		\$ 8,957.28										

R-265

5/9 wk4

BBT Credit Card Transactions

04/27/08 - 05/03/ 08

Transaction Date	Posting Date	Billing Amount	Merchant Description	Employee Name	Account Number	Description	GL	GL Digit	Job #	Cost Code	MSOLE
04/28/08	04/29/08	\$ 68.56	AMOCO OIL 09137787	CHRISTOPHER WE	#####2234		5040	5	699	01280	O
04/28/08	04/29/08	\$ 75.00	EFC 1	DAVID TODD	#####7904		5040	3	64202	01280	O
04/28/08	04/29/08	\$ 13.00	EFC 1	DAVID TODD	#####7904		5040	3	64202	01280	O
04/29/08	05/01/08	\$ 66.83	RACEWAY6749 57467490	DAVID TODD	#####7904		5040	3	64202	01280	O
05/01/08	05/02/08	\$ 26.66	LOWES #02207*	DAVID TODD	#####7904		5010	3	64202	09000	M
05/01/08	05/02/08	\$ 74.28	LOWES #02207*	DAVID TODD	#####7904		5010	3	64202	09000	M
04/28/08	04/30/08	\$ 13.51	WAFFLE HOUSE #00002642	DIANE BEVEL	#####6766		8250	2			
04/28/08	04/30/08	\$ 8.85	ATLANTA BREAD COMPANY	DIANE BEVEL	#####6766		8250	2			
04/28/08	04/30/08	\$ 7.44	GRECIAN GARDENS	DIANE BEVEL	#####6766		8250	2			
04/28/08	04/30/08	\$ 165.00	STATE BOARD OF EX01 OF	DIANE BEVEL	#####6766		7180				
04/30/08	05/01/08	\$ 14.95	US SEARCH	DIANE BEVEL	#####6766	return checks	8190				
04/28/08	04/29/08	\$ 82.00	AMOCO OIL :09230558	DWAYNE SCOTT	#####0503		7255				
04/30/08	05/02/08	\$ 79.00	AMOCO OIL :06245898	DWAYNE SCOTT	#####0503		7255				
04/25/08	04/27/08	\$ 35.11	SHELL OIL 20658220103	EARL GRANTT	#####5119		5040	3	52858	01280	O
04/27/08	04/29/08	\$ 32.09	VERIZON WRLS 0390801	EARL GRANTT	#####5119		7300	5			
04/28/08	04/30/08	\$ 70.15	YOUNG S FOOD S00006189	EARL GRANTT	#####5119		5040	3	52858	01280	O
04/25/08	04/27/08	\$ 5.39	FOOD LION #0390	EXPENSE ACCOUN	#####9794		8190				
04/24/08	04/27/08	\$ 19.19	ATLANTA BREAD COMPANY	EXPENSE ACCOUN	#####9794		8250	2			
04/25/08	04/27/08	\$ 87.00	HESS 40234	EXPENSE ACCOUN	#####9794		7255				
04/24/08	04/27/08	\$ 3.76	WAFFLE HOUSE #00009035	EXPENSE ACCOUN	#####9794		8250	2			
04/24/08	04/27/08	\$ 6.83	WAFFLE HOUSE #00009035	EXPENSE ACCOUN	#####9794		8250	2			
04/24/08	04/27/08	\$ 5.94	WAFFLE HOUSE #00009035	EXPENSE ACCOUN	#####9794		8250	2			
04/28/08	04/30/08	\$ 75.00	SHELL OIL 57542561204	GERALD AMICK	#####9384		5040	3	55110	01280	O
04/30/08	05/01/08	\$ 50.53	LOWES #01064*	GERALD AMICK	#####9384		5010	3	55110	16010	M
04/28/08	04/30/08	\$ 75.00	EXXONMOBIL 47655667	HOSEN SIMONS	#####5135		5040	3	52858	01280	O
04/24/08	04/27/08	\$ 25.01	SANTEE ELECTRIC SUPPLY	JAMES MCWHORTE	#####4305		5010	5	687	16010	M
04/28/08	04/29/08	\$ 45.19	LOWES #00628*	JAMES MCWHORTE	#####4305		5010	5	687	16010	M
04/28/08	04/29/08	\$ 72.25	CIRCLE K 05183 :004	JAMES MCWHORTE	#####4305		5040	5	687	01280	O
04/29/08	04/30/08	\$ 124.42	LOWES #01705*	JAMES MCWHORTE	#####4305		5010	5	687	16010	M
04/28/08	05/01/08	\$ 105.17	CONWAY INN & SUITES	JAMES MCWHORTE	#####4305		5040	5	687	01180	O
04/30/08	05/02/08	\$ 75.00	SHELL OIL 53906400063	JAMES MCWHORTE	#####4305		5040	5	687	01280	O
04/30/08	05/02/08	\$ 6.49	SANTEE ELECTRIC SUPPLY	JAMES MCWHORTE	#####4305		5010	5	687	16010	M
04/24/08	04/27/08	\$ 75.00	EXXONMOBIL 47416334	JESSIE FARMAN	#####8336		5040	3	52858	01280	O
04/26/08	04/28/08	\$ 75.00	EXXONMOBIL 47416334	JESSIE FARMAN	#####8336		5040	3	52858	01280	O
04/29/08	05/01/08	\$ 75.00	EXXONMOBIL 42289462	JESSIE FARMAN	#####8336		5040	3	52858	01280	O
04/25/08	04/27/08	\$ 75.00	KANGAROO EXPRESS 3273	JIM SHARPE	#####0511		5040	5	699	01280	O
04/29/08	05/01/08	\$ 90.03	AMOCO OIL :02581510	JIM SHARPE	#####0511		5040	5	695	01280	O
04/29/08	05/01/08	\$ 61.91	STAPLES 00103234	JIM SHARPE	#####0511		7200	3			
05/01/08	05/02/08	\$ 21.01	LOWES #01064*	JIM SHARPE	#####0511		5010	5	699	10610	M

R-266

BBT Credit Card Transactions

04/27/08 - 05/03/ 08

Transaction Date	Posting Date	Billing Amount	Merchant Description	Employee Name	Account Number	Description	GL	Digit	Job #	Cost Code	MSOLE
04/25/08	04/27/08	\$ 75.00	WILCO 933 00009332	JOHN FARMAN	#####1338		5040	3	671	01280	O
04/20/08	04/27/08	\$ 255.32	BEST WESTERN HOTELS NC	JOHN FARMAN	#####1338		5040	3	671	01180	O
04/27/08	04/29/08	\$ 68.01	AMOCO OIL 02581023	JOHN FARMAN	#####1338		5040	3	671	01280	O
04/24/08	04/27/08	\$ 10.45	YOUNG'S FOOD S00006437	KENNETH WILLIAM	#####9541		5040	3	52858	01280	O
04/24/08	04/27/08	\$ 62.58	EXXONMOBIL 47416334	KENNETH WILLIAM	#####9541		5040	3	52858	01280	O
04/28/08	04/30/08	\$ 40.00	AMOCO OIL 02581510	KENNETH WILLIAM	#####9541		5040	3	52858	01280	O
04/29/08	05/01/08	\$ 64.76	EXXONMOBIL 47416334	KENNETH WILLIAM	#####9541		5040	3	52858	01280	O
04/25/08	04/27/08	\$ 62.06	LOWES #01064*	KWAME HALL	#####1447		5010	3	64202	16010	M
04/24/08	04/27/08	\$ 73.68	SHELL OIL 57528069701	KWAME HALL	#####1447		5040	3	64202	01280	O
04/28/08	04/30/08	\$ 60.00	SHELL OIL 57528069701	KWAME HALL	#####1447		5040	3	64202	01280	O
04/30/08	05/01/08	\$ 65.09	EFC 1	KWAME HALL	#####1447		5040	3	64202	01280	O
04/30/08	05/01/08	\$ 29.90	LOWES #00499*	KWAME HALL	#####1447		5010	5	600	16010	M
04/29/08	05/01/08	\$ 63.31	SHELL OIL 57541524500	KWAME HALL	#####1447		5040	5	600	01280	O
04/25/08	04/27/08	\$ 40.26	LOWES #02356*	MARK JOHNSON	#####8344		5010	5	648	09000	M
04/28/08	04/30/08	\$ 19.36	LOWES #00433*	MARK JOHNSON	#####8344		5010	5	648	09000	M
04/30/08	05/02/08	\$ 67.00	AAFES JAC SHOPPETTE/GA	MARK JOHNSON	#####8344		5040	5	648	01280	O
04/29/08	04/30/08	\$ 103.12	LOWES #00655*	MATTHEW SHOCKL	#####9591		5010	3	69402	09000	M
04/30/08	05/01/08	\$ 54.32	LOWES #00655*	MATTHEW SHOCKL	#####9591		5010	3	69402	09000	M
04/29/08	04/30/08	\$ 50.00	EL CHEAPO	MICHAEL E CRUTH	#####1024		5040	3	69803	01280	O
04/29/08	04/30/08	\$ 14.49	LOWES #00433*	MICHAEL E CRUTH	#####1024		5010	3	69803	16010	M
04/29/08	04/30/08	\$ 7.24	LOWES #00433*	MICHAEL E CRUTH	#####1024		5010	3	69803	16010	M
05/01/08	05/02/08	\$ 302.51	LOWES #01064*	MICHAEL E CRUTH	#####1024		5010	3	69803	16520	M
04/28/08	04/29/08	\$ 67.85	PANTRY EXPRESS #611Q39	NICHOLAS BONHAN	#####1717		7255				
04/28/08	04/29/08	\$ 38.37	LOWES #00499*	PHILLIP MARTIN	#####9910		5010	5	683	09000	M
04/28/08	04/30/08	\$ 121.36	EXXONMOBIL 42279224	PHILLIP MARTIN	#####9910		5040	5	683	01280	O
04/30/08	05/01/08	\$ 28.22	LOWES #00499*	PHILLIP MARTIN	#####9910		5010	5	683	09000	M
04/25/08	04/27/08	\$ 58.00	SHELL OIL 57542559703	RANDY DILLON	#####1869		5040	5	690	01280	O
04/30/08	05/02/08	\$ 75.00	SUNOCO SVC STATION	RANDY DILLON	#####1869		5040	5	690	01280	O
04/30/08	05/01/08	\$ 49.32	LOWES #00661*	RANDY HAIG	#####7792		5010	5	690	09000	M
04/30/08	05/02/08	\$ 70.36	EXXONMOBIL 97303598	RANDY HAIG	#####7792		5040	5	690	01280	O
05/01/08	05/02/08	\$ 28.49	LOWES #00661*	RANDY HAIG	#####7792		5010	5	690	09000	M
04/28/08	04/29/08	\$ 50.00	GASTON FOOD MART	ROBERT HOLDFOR	#####3888		5040	3	69803	01280	O
04/30/08	05/02/08	\$ 20.01	SUNOCO SVC STATION	ROBERT HOLDFOR	#####3888		5040	3	69803	01280	O
04/25/08	04/27/08	\$ 74.00	AMOCO OIL 05531157	SAMUEL WILLIAMS	#####9558		5040	5	699	01280	O
04/28/08	04/30/08	\$ 67.00	EXXONMOBIL 47272026	SAMUEL WILLIAMS	#####9558		5040	5	699	01280	O
04/25/08	04/27/08	\$ 7.70	LOWES #00433*	THOMAS JERRERS	#####6099		5010	5	672	16010	M

R-267

BBT Credit Card Transactions

04/27/08 - 05/03/ 08

Transaction Date	Posting Date	Billing Amount	Merchant Description	Employee Name	Account Number	Description	GL	Digit	Job #	Cost Code	MSOLE
04/24/08	04/27/08	\$ 75.00	SUNOCO SVC STATION	WALTER LOWN	#####9509		5040	3	64201	01280	O
04/24/08	04/27/08	\$ 55.99	RED ROOF INNS 00001784	WALTER LOWN	#####9509		5040	3	64201	01180	O
04/24/08	04/27/08	\$ 76.00	SHELL OIL 57543241301	WALTER LOWN	#####9509		5040	3	64201	01280	O
04/26/08	04/27/08	\$ 400.52	HOLIDAY INNS	WALTER LOWN	#####9509		5040	3	690	01180	O
04/26/08	04/27/08	\$ 400.52	HOLIDAY INNS	WALTER LOWN	#####9509		5040	3	66404	01180	O
04/26/08	04/27/08	\$ 400.52	HOLIDAY INNS	WALTER LOWN	#####9509		5040	5	63211	01180	O
04/27/08	04/28/08	\$ 266.56	LOWES #00499	WALTER LOWN	#####9509		5010	3	64201	09000	M
04/25/08	04/29/08	\$ 134.38	RED ROOF INNS 00001784	WALTER LOWN	#####9509		5040	5	692	01180	O
04/29/08	04/30/08	\$ 22.67	LOWES #00499	WALTER LOWN	#####9509		5010	5	63211	09000	M
04/29/08	04/30/08	\$ 20.54	LOWES #00499	WALTER LOWN	#####9509		5010	5	63211	09000	M
04/29/08	04/30/08	\$ 400.50	HOLIDAY INNS	WALTER LOWN	#####9509		5040	5	63211	01180	O
04/30/08	05/01/08	\$ 144.00	PILOT	WALTER LOWN	#####9509		5040	5	63211	01280	O
04/29/08	05/01/08	\$ 100.00	AMOCO OIL 02791879	WALTER LOWN	#####9509		5040	3	64201	01280	O
05/01/08	05/02/08	\$ 90.36	QUALITY INN CONWAY	WALTER LOWN	#####9509		5040	3	64201	01180	O
04/25/08	04/27/08	\$ 75.00	SHELL OIL 57542561501	WILLIAM BARRS	#####5625		5040	5	63805	01280	O
04/30/08	05/02/08	\$ 75.00	SHELL OIL 57528069701	WILLIAM BARRS	#####5625		5040	5	863	01280	O
04/25/08	04/27/08	\$ 76.00	LIL CRICKET 324	WILLIAM BROCK	#####0936		7255				
04/29/08	04/30/08	\$ 85.00	LIL CRICKET 324	WILLIAM BROCK	#####0936		7255				
04/30/08	05/01/08	\$ 60.00	LIL CRICKET 324	WILLIAM BROCK	#####0936		5040	5	64305	01280	O
05/01/08	05/02/08	\$ 54.00	LIL CRICKET 324	WILLIAM BROCK	#####0936		5040	3	52856	01280	O
04/30/08	05/02/08	\$ 6.41	RITE AID STORE #11580	WILLIAM BROCK	#####0936		5040	1	920	09000	M
		\$ 7,469.66									

R-268

5/9 wk5

BBT Credit Card Transactions

05/04/08 - 05/09/08

Transaction Date	Posting Date	Billing Amount	Merchant Description	Employee Name	Account Number	Description	GL	GL Digit	Job#	Cost Code	MSO
05/02/08	05/04/08	\$ 71.41	HESS 40247	CHRISTOPHER WEBS	#####2234		5040	5	590	01280	O
05/06/08	05/08/08	\$ 63.17	EXXONMOBIL 42278564	CHRISTOPHER WEBS	#####2234		5040	5	58917	01280	O
05/02/08	05/04/08	\$ 63.00	RACEWAY6749 57467490	DAVID TODD	#####7904		5040	3	64202	01280	O
05/06/08	05/07/08	\$ 42.97	NAPA AUTO PARTS OF EDGE	DAVID TODD	#####7904		5010	3	64202	09000	M
05/06/08	05/07/08	\$ 47.40	DOLLAR-GENERAL #8049	DAVID TODD	#####7904		5010	3	64202	09000	M
05/06/08	05/08/08	\$ 64.12	RACEWAY6749 57467490	DAVID TODD	#####7904		5040	3	64202	01280	O
05/01/08	05/04/08	\$ 72.09	CIRCLE K 05133 Q04	DIANE BEVEL	#####6766		7255				
05/01/08	05/04/08	\$ 5.67	LIZARDS THICKET WEST COL	DIANE BEVEL	#####6766		8250	2			
05/06/08	05/07/08	\$ 56.80	CITY OF COLUMBIA INSPECT	DIANE BEVEL	#####6766		7180				
05/06/08	05/07/08	\$ 571.89	RS MEANS CO INC	DIANE BEVEL	#####6766						
05/07/08	05/08/08	\$ 18.46	BAKER BROS DELI	DIANE BEVEL	#####6766		8250	2			
05/05/08	05/06/08	\$ 73.00	AMOCO OIL 02581023	DWAYNE SCOTT	#####0503		7255				
05/07/08	05/09/08	\$ 75.01	AMOCO OIL 03302676	DWAYNE SCOTT	#####0503		7255				
05/01/08	05/04/08	\$ 65.73	EXXONMOBIL 42278564	EARL GRANTT	#####5119		5040	3	52856	01280	O
05/05/08	05/06/08	\$ 5.82	WAL-MART #0511	EARL GRANTT	#####5119		5010	3	52856	16010	M
05/05/08	05/06/08	\$ 20.00	MURPHY6937ATWALMRT	EARL GRANTT	#####5119		5040	3	52856	01280	O
05/06/08	05/08/08	\$ 52.76	EXXONMOBIL 42278564	EARL GRANTT	#####5119		5040	3	52856	01280	O
05/08/08	05/09/08	\$ 49.57	STOP N SAVE NO. 8	EARL GRANTT	#####5119		5040	3	52856	01280	O
05/05/08	05/05/08	\$ (41.05)	BRANCH PAYMENT - THANK	EXPENSE ACCOUNT	#####9794		8250	2			
05/05/08	05/06/08	\$ 5.39	FOOD LION #0390	EXPENSE ACCOUNT	#####9794		8190				
05/05/08	05/06/08	\$ 64.04	WM SUPERCENTER	EXPENSE ACCOUNT	#####9794		8190				
05/05/08	05/06/08	\$ 18.05	DOLLAR-GENERAL #8969	EXPENSE ACCOUNT	#####9794		8190				
05/05/08	05/06/08	\$ 100.00	LOWES #00499*	EXPENSE ACCOUNT	#####9794		8190				
05/05/08	05/07/08	\$ 8.38	GROUCHOS DELI W COLUMB	EXPENSE ACCOUNT	#####9794		8250	2			
05/05/08	05/07/08	\$ 6.61	ATLANTA BREAD COMPANY	EXPENSE ACCOUNT	#####9794		8250	2			
05/06/08	05/08/08	\$ 24.55	GROUCHOS DELI W COLUMB	EXPENSE ACCOUNT	#####9794		8250	2			
05/06/08	05/08/08	\$ 16.21	ATLANTA BREAD COMPANY	EXPENSE ACCOUNT	#####9794		8250	2			
05/07/08	05/09/08	\$ 8.10	ATLANTA BREAD COMPANY	EXPENSE ACCOUNT	#####9794		8250	2			
05/07/08	05/09/08	\$ 6.61	ATLANTA BREAD COMPANY	EXPENSE ACCOUNT	#####9794		8250	2			
05/07/08	05/09/08	\$ 8.61	LIZARDS THICKET WEST COL	EXPENSE ACCOUNT	#####9794		8250	2			
05/07/08	05/09/08	\$ 60.00	HESS 40234	EXPENSE ACCOUNT	#####9794		7255				
05/07/08	05/09/08	\$ 79.13	OFFICE DEPOT #332	EXPENSE ACCOUNT	#####9794		8190				
05/07/08	05/09/08	\$ 32.09	VERIZON WRLS 0389401	EXPENSE ACCOUNT	#####9794		7300	5			
05/05/08	05/06/08	\$ 75.00	PILOT	GERALD AMICK	#####9384		5040	3	55110	01280	O
05/03/08	05/05/08	\$ 40.00	EXXONMOBIL 47655667	HOSEN SIMONS	#####5135		5040	3	52858	01280	O
05/06/08	05/07/08	\$ 17.74	LOWES #01751*	JAMES MCWHORTER	#####4305		5010	5	687	16010	M
05/06/08	05/07/08	\$ 33.99	LOWES #01751*	JAMES MCWHORTER	#####4305		5010	5	687	16010	M
05/06/08	05/07/08	\$ 52.17	LOWES #01751*	JAMES MCWHORTER	#####4305		5010	5	687	16010	M
05/05/08	05/07/08	\$ 59.34	RACEWAY957 0190957	JAMES MCWHORTER	#####4305		5040	5	687	01280	O
05/07/08	05/08/08	\$ 36.53	LOWES #02595*	JAMES MCWHORTER	#####4305		5010	5	687	16010	M
05/07/08	05/08/08	\$ 74.66	CIRCLE K 05133 Q04	JAMES MCWHORTER	#####4305		5040	5	687	01280	O

R-269

BBT Credit Card Transactions

05/04/08 - 05/09/08

Transaction Date	Posting Date	Billing Amount	Merchant Description	Employee Name	Account Number	Description	GL	GL Digit	Job #	Cost Code	MSO LE
05/01/08	05/04/08	\$ 77.00	EXXONMOBIL 47416334	JESSIE FARMAN	#####8336		5040	3	52855	01280	O
05/05/08	05/07/08	\$ 77.02	EXXONMOBIL 42289462	JESSIE FARMAN	#####8336		5040	3	52856	01280	O
05/07/08	05/09/08	\$ 80.01	AMOCO OIL 08535312	JESSIE FARMAN	#####8336		5040	3	52858	01280	O
05/01/08	05/04/08	\$ 11.00	SHELL OIL 57541250007	JIM SHARPE	#####0511		5040	5	699	01280	O
05/01/08	05/04/08	\$ 8.00	SHELL OIL 57541250007	JIM SHARPE	#####0511		5040	5	699	01280	O
05/03/08	05/05/08	\$ 82.14	AMOCO OIL 02581510	JIM SHARPE	#####0511		5040	5	699	01280	O
05/06/08	05/07/08	\$ 10.67	LOWES #00433	JIM SHARPE	#####0511		5010	5	699	16010	M
05/06/08	05/08/08	\$ 98.85	AMOCO OIL 02581510	JIM SHARPE	#####0511		5040	3	708	01280	O
05/08/08	05/09/08	\$ 128.35	NAPA AUTO PARTS 1015008	JIM SHARPE	#####0511		5010	5	695	16010	M
05/08/08	05/09/08	\$ 181.85	THE PEPBOYS 00001529	JIM SHARPE	#####0511		5010	5	699	16010	M
05/01/08	05/04/08	\$ 83.01	EXXONMOBIL 47659214	JOHN FARMAN	#####1338		5040	3	671	01280	O
05/02/08	05/04/08	\$ 75.00	EXXONMOBIL 42289462	JOHN FARMAN	#####1338		5040	3	671	01280	O
05/02/08	05/04/08	\$ 14.89	EXXONMOBIL 42289462	JOHN FARMAN	#####1338		5040	3	671	01280	O
04/27/08	05/04/08	\$ 255.32	BEST WESTERN HOTELS NOR	JOHN FARMAN	#####1338		5040	3	671	01180	O
05/04/08	05/06/08	\$ 75.00	HALS 00444463	JOHN FARMAN	#####1338		5040	3	671	01280	O
05/05/08	05/07/08	\$ 20.12	THE HOME DEPOT #6848	JOHN FARMAN	#####1338		5010	3	671	09000	M
05/07/08	05/09/08	\$ 191.49	BEST WESTERN HOTELS NOR	JOHN FARMAN	#####1338		5040	3	671	01180	O
05/02/08	05/04/08	\$ 31.67	LOWES #00499	KENNETH WILLIAMS	#####9541		5010	3	52858	16010	M
05/01/08	05/04/08	\$ 64.64	GASTON IGA#34 GAS STAT	KENNETH WILLIAMS	#####9541		5040	3	52856	01280	O
05/05/08	05/07/08	\$ 74.33	EXXONMOBIL 47416334	KENNETH WILLIAMS	#####9541		5040	3	52856	01280	O
05/07/08	05/08/08	\$ 66.07	CIRCLE K 05183 Q04	KENNETH WILLIAMS	#####9541		5040	3	52858	01280	O
05/07/08	05/09/08	\$ 9.87	AMOCO OIL 08535312	KENNETH WILLIAMS	#####9541		5040	3	52856	01390	O
05/05/08	05/06/08	\$ 75.00	EFC 1	KWAME HALL	#####1447		5040	3	64202	01280	O
05/05/08	05/06/08	\$ 66.52	EFC 1	KWAME HALL	#####1447		5040	3	64202	01280	O
05/07/08	05/08/08	\$ 70.51	EFC 1	KWAME HALL	#####1447		5040	3	64202	01280	O
05/05/08	05/07/08	\$ 30.00	AMOCO OIL 03329950	MARK JOHNSON	#####8344		5040	3	68211	01280	O
05/02/08	05/04/08	\$ 63.01	THE HOME DEPOT 1103	MATTHEW SHOCKLE	#####9591		5010	3	69402	09000	M
05/01/08	05/04/08	\$ 64.38	CARTERS FAST STOP #2	MATTHEW SHOCKLE	#####9591		7255				
05/01/08	05/04/08	\$ 81.70	ALPINE SALES INC	MATTHEW SHOCKLE	#####9591		5010	3	69402	09000	M
05/02/08	05/04/08	\$ 21.90	DOMINO'S PIZZA #05650	MATTHEW SHOCKLE	#####9591		5040	3	69402	01180	O
05/05/08	05/06/08	\$ 81.15	EL CHEAPO NO 10	MATTHEW SHOCKLE	#####9591		7255				
05/01/08	05/04/08	\$ 50.00	SHELL OIL 57542561709	MICHAEL E CRUTHIR	#####1024		5040	3	69803	01280	O
05/05/08	05/06/08	\$ (128.34)	LOWES #01064	MICHAEL E CRUTHIR	#####1024		5010	3	69803	16520	M
05/05/08	05/07/08	\$ 91.96	THE HOME DEPOT 1110	MICHAEL E CRUTHIR	#####1024		5010	3	69803	16520	M
05/06/08	05/08/08	\$ 183.91	THE HOME DEPOT 1112	MICHAEL E CRUTHIR	#####1024		5010	3	69803	16010	M
05/07/08	05/08/08	\$ (128.34)	LOWES #01064	MICHAEL E CRUTHIR	#####1024		5010	3	69803	16520	M
05/06/08	05/08/08	\$ 71.00	RACEWAY6747 34367474	MICHAEL E CRUTHIR	#####1024		5040	3	69803	01280	O
05/08/08	05/09/08	\$ 13.54	CAMDEN BUILDERS SUPPLY	MICHAEL E CRUTHIR	#####1024		5010	1	920	16010	M
05/07/08	05/09/08	\$ 137.93	THE HOME DEPOT 1112	MICHAEL E CRUTHIR	#####1024		5010	3	69803	16520	M
05/07/08	05/09/08	\$ (45.98)	THE HOME DEPOT 1112	MICHAEL E CRUTHIR	#####1024		5010	3	69803	16010	M

R-270

BBT Credit Card Transactions

05/04/08 - 05/09/08

Transaction Date	Posting Date	Billing Amount	Merchant Description	Employee Name	Account Number	Description	GL	GL Digit	Job #	Cost Code	MSO LE
05/02/08	05/04/08	\$ 75.00	SHELL OIL 57522871904	NICHOLAS BONHAM	#####1717		7255				
05/01/08	05/04/08	\$ 28.01	SHELL OIL 57542560503	RANDY DILLON	#####1869		5040	3	64204	01280	O
05/05/08	05/06/08	\$ 29.00	HERITAGE HARDWARE	RANDY DILLON	#####1869		5010	3	64204	09000	M
05/05/08	05/07/08	\$ 75.00	SHELL OIL 57541250205	RANDY DILLON	#####1869		5040	3	64204	01280	O
05/08/08	05/08/08	\$ 120.00	SHELL OIL 57541250205	RANDY DILLON	#####1869		5040	3	64204	01280	O
05/05/08	05/07/08	\$ 75.00	EXXONMOBIL 97303598	RANDY HAIG	#####7792		7255				
05/05/08	05/07/08	\$ 72.00	RACEWAY6747 34367474	ROBERT HOLDFORD	#####3888		5040	3	69803	01280	O
05/08/08	05/09/08	\$ 5.99	LOWES #01064	ROBERT HOLDFORD	#####3888		5010	3	69803	16010	M
05/01/08	05/04/08	\$ 75.00	SKS MART #2	SAMUEL WILLIAMS	#####9558		5040	5	699	01280	O
04/30/08	05/05/08	\$ 114.54	DITCH WITCH OF CAROLINAS	SAMUEL WILLIAMS	#####9558		5010	5	695	16010	M
05/05/08	05/06/08	\$ 5.82	LOWES #00433	SAMUEL WILLIAMS	#####9558		5010	5	699	16010	M
05/05/08	05/07/08	\$ 75.00	AMOCO OIL 07821564	SAMUEL WILLIAMS	#####9558		5040	5	699	01280	O
05/07/08	05/08/08	\$ 75.00	LIL CRICKET 324	SAMUEL WILLIAMS	#####9558		5040	5	695	01280	O
05/02/08	05/04/08	\$ 75.00	BID EXPRESS	THOMAS BROCK	#####8385		7270				
05/02/08	05/05/08	\$ 44.13	REMBERT GROCERY	THOMAS BROCK	#####8385		8190				
05/06/08	05/07/08	\$ 27.99	LOWES #00433	THOMAS JERRERS	#####8099		5010	5	672	16010	M
05/06/08	05/07/08	\$ 51.76	LOWES #00499	THOMAS JERRERS	#####8099		5010	5	672	16010	M
05/01/08	05/04/08	\$ 148.01	EXXONMOBIL 42279224	WALTER LOWN	#####9509		5040	3	64201	01280	O
05/03/08	05/05/08	\$ 400.52	HOLIDAY INNS	WALTER LOWN	#####9509		5040	3	64201	01180	O
05/03/08	05/05/08	\$ 400.52	HOLIDAY INNS	WALTER LOWN	#####9509		5040	3	64201	01180	O
05/05/08	05/06/08	\$ 35.78	LOWES #00499	WALTER LOWN	#####9509		5010	3	64201	09000	M
05/06/08	05/08/08	\$ 146.75	EXXONMOBIL 42279224	WALTER LOWN	#####9509		5040	3	64201	01280	O
05/05/08	05/07/08	\$ 75.00	SUNOCO SVC STATION	WILLIAM BARRS	#####5625		5040	5	63805	01280	O
05/08/08	05/09/08	\$ 50.00	SAND MOUNTAIN GROC	WILLIAM BARRS	#####5625		5040	5	63805	01280	O
05/05/08	05/06/08	\$ 68.62	LIL CRICKET 324	WILLIAM BROCK	#####0936		5040	3	64201	01280	O
05/07/08	05/08/08	\$ 8.00	LIL CRICKET 324	WILLIAM BROCK	#####0936		5040	5	63805	01280	O
05/07/08	05/08/08	\$ 63.00	LIL CRICKET 324	WILLIAM BROCK	#####0936		5040	5	63805	01280	O
05/08/08	05/09/08	\$ 53.03	LIL CRICKET 324	WILLIAM BROCK	#####0936		5040	3	52856	01280	O
		\$ 7,171.64									

R-271

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Visa Business

Account Summary

Credit Limit	\$	2,000.00
Billing Cycle		04/09/2008
Days In Billing Cycle		33
Purchases and Other Charges	+	1,476.60
Cash	+	0.00
Credits	-	0.00
Payments	-	0.00

TOTAL ACTIVITY	\$ 1,476.60

Account Inquiries



Call us at: 1.800.397.1253



Go to www.BBT.com



Write us at PO BOX 698, WILSON, NC 27894-0698

Important Information About Your Account

BB&T BANKCARD CORPORATION WILL BECOME BB&T FINANCIAL, FSB IN APRIL 2008. YOUR ACCOUNT NUMBER AND THE TERMS OF YOUR CARDHOLDER AGREEMENT WILL REMAIN THE SAME.

Cardholder Account Summary

Trans Date	Post Date	Reference Number	Description	Amount
03/06	03/09	24254778067452774500018	CONGAREE FEED & SEED WEST COLUMBIA SC	\$ 31.50
03/10	03/11	24224438071570027101896	LIL CRICKET 324 WEST COLUMBIA SC	50.00
03/11	03/12	24692168071000443444387	LOWES #00499* WEST COLUMBIA SC	39.94
03/12	03/13	24224438073570027105416	LIL CRICKET 324 WEST COLUMBIA SC	50.00
03/13	03/14	24224438074570027104582	LIL CRICKET 324 WEST COLUMBIA SC	36.50
03/13	03/14	24164078073683073880372	AMOCO OIL 09230558 LEXINGTON SC	124.11
03/17	03/18	24224438078570027100040	LIL CRICKET 324 WEST COLUMBIA SC	50.00
03/18	03/19	24692168078000244085911	LOWES #00499* WEST COLUMBIA SC	20.30
03/18	03/19	24224438079570027100783	LIL CRICKET 324 WEST COLUMBIA SC	50.00
03/19	03/20	24692168079000374754160	LOWES #00499* WEST COLUMBIA SC	7.46
03/20	03/21	24692168080000480733253	LOWES #00499* WEST COLUMBIA SC	531.08
03/20	03/21	24224438081570027105291	LIL CRICKET 324 WEST COLUMBIA SC	50.00
03/20	03/23	24129428081100000171586	LOVE CHEVROLET CO-LUBE WEST COLUMBIA SC	64.25
03/25	03/26	24224438086570027104224	LIL CRICKET 324 WEST COLUMBIA SC	50.00
03/24	03/26	24164058085378003218219	EXXONMOBIL 42190280 LANCASTER SC	30.00
03/26	03/27	24733098087207084900054	TRIANGLE SAFE AND LOCK WEST COLUMBIA SC	4.82
03/27	03/28	24224438088570027102358	LIL CRICKET 324 WEST COLUMBIA SC	50.00
04/01	04/02	24224438093570027100942	LIL CRICKET 324 WEST COLUMBIA SC	50.00
04/02	04/03	24692168093000953682149	LOWES #00499* WEST COLUMBIA SC	13.89
04/03	04/04	24692168094000066249181	LOWES #00499* WEST COLUMBIA SC	39.50

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BB&T FINANCIAL, FSB
PO BOX 200
WILSON NC 27894-0200

42511549000309360000000000000000000000

Account Number

4251 1549 0003 0936

Closing Date

04/09/08

Total Activity

\$0.00

****Memo Statement** No Payment Required**



AMOUNT OF PAYMENT ENCLOSED

WILLIAM BROCK
BOYKIN CONTRACTING INC
167 LOTT CT
WEST COLUMBIA SC 29169-3051

MAKE CHECK PAYABLE TO:

BB&T FINANCIAL, FSB
PO BOX 580340
CHARLOTTE NC 28258-0340

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WILLIAM BROCK
BOYKIN CONTRACTING INC
Account Number: 4251 1549 0003 0936
Page 3 of 3

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Cardholder Account Summary Continued				
Trans Date	Post Date	Reference Number	Description	Amount
04/04	04/06	24224438096570027104271	LIL CRICKET 324 WEST COLUMBIA SC	50.00
04/04	04/06	24224438096570027106185	LIL CRICKET 324 WEST COLUMBIA SC	20.55
04/08	04/09	24224438100570027101552	LIL CRICKET 324 WEST COLUMBIA SC	50.00
04/08	04/09	24224438100570027101578	LIL CRICKET 324 WEST COLUMBIA SC	12.70

There's opportunity here



Visa Business

Account Summary

Credit Limit	\$	2,000.00
Billing Cycle		05/09/2008
Days In Billing Cycle		30
Purchases and Other Charges	+	953.62
Cash	+	0.00
Credits	-	0.00
Payments	-	0.00
TOTAL ACTIVITY	\$	953.62

Account Inquiries



Call us at: 1.800.397.1253



Go to www.BBT.com



Write us at PO BOX 698, WILSON, NC 27894-0698

Cardholder Account Summary

Trans Date	Post Date	Reference Number	Description	Amount
04/10	04/11	24224438102570027104257	LIL CRICKET 324 WEST COLUMBIA SC	\$ 34.00
04/16	04/17	24224438108010017599418	LIL CRICKET 324 WEST COLUMBIA SC	50.00
04/17	04/18	24224438109010017945487	LIL CRICKET 324 WEST COLUMBIA SC	14.01
04/18	04/20	24224438110010020692594	LIL CRICKET 324 WEST COLUMBIA SC	50.00
04/18	04/20	24224438110010020692610	LIL CRICKET 324 WEST COLUMBIA SC	26.50
04/21	04/22	24224438113010017031761	LIL CRICKET 324 WEST COLUMBIA SC	50.00
04/21	04/22	24224438113010017034419	LIL CRICKET 324 WEST COLUMBIA SC	50.00
04/21	04/23	24316058113548742039646	SHELL OIL 57542561303 WEST COLUMBIA SC	10.00
04/22	04/23	24224438114010016908992	LIL CRICKET 324 WEST COLUMBIA SC	50.00
04/23	04/24	24224438115020009063134	LIL CRICKET 324 WEST COLUMBIA SC	57.00
04/24	04/25	24224438116010017924434	LIL CRICKET 324 WEST COLUMBIA SC	88.05
04/25	04/27	24224438117010020440401	LIL CRICKET 324 WEST COLUMBIA SC	76.00
04/29	04/30	24224438121010016638954	LIL CRICKET 324 WEST COLUMBIA SC	85.00
04/30	05/01	24224438122010017603162	LIL CRICKET 324 WEST COLUMBIA SC	60.00
05/01	05/02	24224438123020009939218	LIL CRICKET 324 WEST COLUMBIA SC	54.00
04/30	05/02	24792628122691410403207	RITE AID STORE #11580 WEST COLUMBIA SC	6.41
05/05	05/06	24224438127010017165803	LIL CRICKET 324 WEST COLUMBIA SC	68.62
05/07	05/08	24224438129010017430247	LIL CRICKET 324 WEST COLUMBIA SC	63.00
05/07	05/08	24224438129010017430296	LIL CRICKET 324 WEST COLUMBIA SC	8.00
05/08	05/09	24224438130010017881065	LIL CRICKET 324 WEST COLUMBIA SC	53.03

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BB&T FINANCIAL, FSB
PO BOX 200
WILSON NC 27894-0200

425115490003093600000000000000000000

Account Number

4251 1549 0003 0936

Closing Date

05/09/08

Total Activity

\$0.00

****Memo Statement ** No Payment Required**

\$

AMOUNT OF PAYMENT ENCLOSED

WILLIAM BROCK
BOYKIN CONTRACTING INC
167 LOTT CT
WEST COLUMBIA SC 29169-3051

~~MAKE CHECK PAYABLE TO~~

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

BB&T FINANCIAL, FSB
PO BOX 580340
CHARLOTTE NC 28258-0340

№ 23093605 № 1:525011118:42511549000 №

R-278

APR 17 2008
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Account Summary

TOTAL ACTIVITY	\$	687.10

Account Inquiries



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Important Information About Your Account

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Cardholder Account Summary

PLEASE DETACH COUPON AND RETURN PAYMENT USING THE ENCLOSED ENVELOPE - ALLOW 5 DAYS FOR MAIL DELIVERY

4046011190412234000000000000000000

Account Number

4046 0111 9041 2234

Closing Date

04/09/08

Total Activity

\$0.00

****Memo Statement ** No Payment Required**

\$

AMOUNT OF PAYMENT ENCLOSED

CHRISTOPHER WEBSTER
BOYKIN CONTRACTING INC
167 LOTTE CT
WEST COLUMBIA SC 29169-3051

MAKE CHECK PAYABLE TO

BB&T FINANCIAL, FSB
PO BOX 580340
CHARLOTTE NC 28258-0340

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Trans Date	Post Date	Reference Number	Description	Amount
04/08	04/10	24164058100378003353819	EXXONMOBIL 42279141 LEXINGTON SC	\$ 75.00
04/08	04/10	24164078100799099500161	AMOCO OIL 09230558 LEXINGTON SC	20.00
04/14	04/15	24692168105000363015290	LOWES #00433* COLUMBIA SC	25.68
04/14	04/15	24164078105799105860091	AMOCO OIL 09230558 LEXINGTON SC	39.39
04/14	04/16	24164058106378005540524	EXXONMOBIL 427272026 LEXINGTON SC	75.00
04/16	04/18	24164058108378003565414	EXXONMOBIL 42279141 LEXINGTON SC	75.00
04/18	04/21	24692168111000999960705	SUNOCO SVC STATION WEST COLUMBIA SC	75.00
04/21	04/22	24692168112000208575418	LOWES #00433* COLUMBIA SC	29.90
04/21	04/22	24423638112269856087079	MARATHON OIL 091181 WEST COLUMBIA SC	75.00
04/23	04/25	24164058115378005864006	EXXONMOBIL 427272026 LEXINGTON SC	75.00
04/25	04/27	24164078117799116440061	AMOCO OIL 05531157 COLUMBIA SC	74.00
04/28	04/30	24164058120378005214353	EXXONMOBIL 427272026 LEXINGTON SC	67.00
05/01	05/04	24388968123701268171969	SKS MART #2 COLUMBIA SC	75.00
04/30	05/05	24073148125900013527825	DITCH WITCH OF CAROLINAS COLUMBIA SC	114.54
05/05	05/06	24692168126000878464343	LOWES #00433* COLUMBIA SC	5.82
05/05	05/07	24164078127799126740128	AMOCO OIL 07821564 WEST COLUMBIA SC	75.00
05/07	05/08	24224438129010017429991	LIL CRICKET 324 WEST COLUMBIA SC	75.00



R-283



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126



R-285



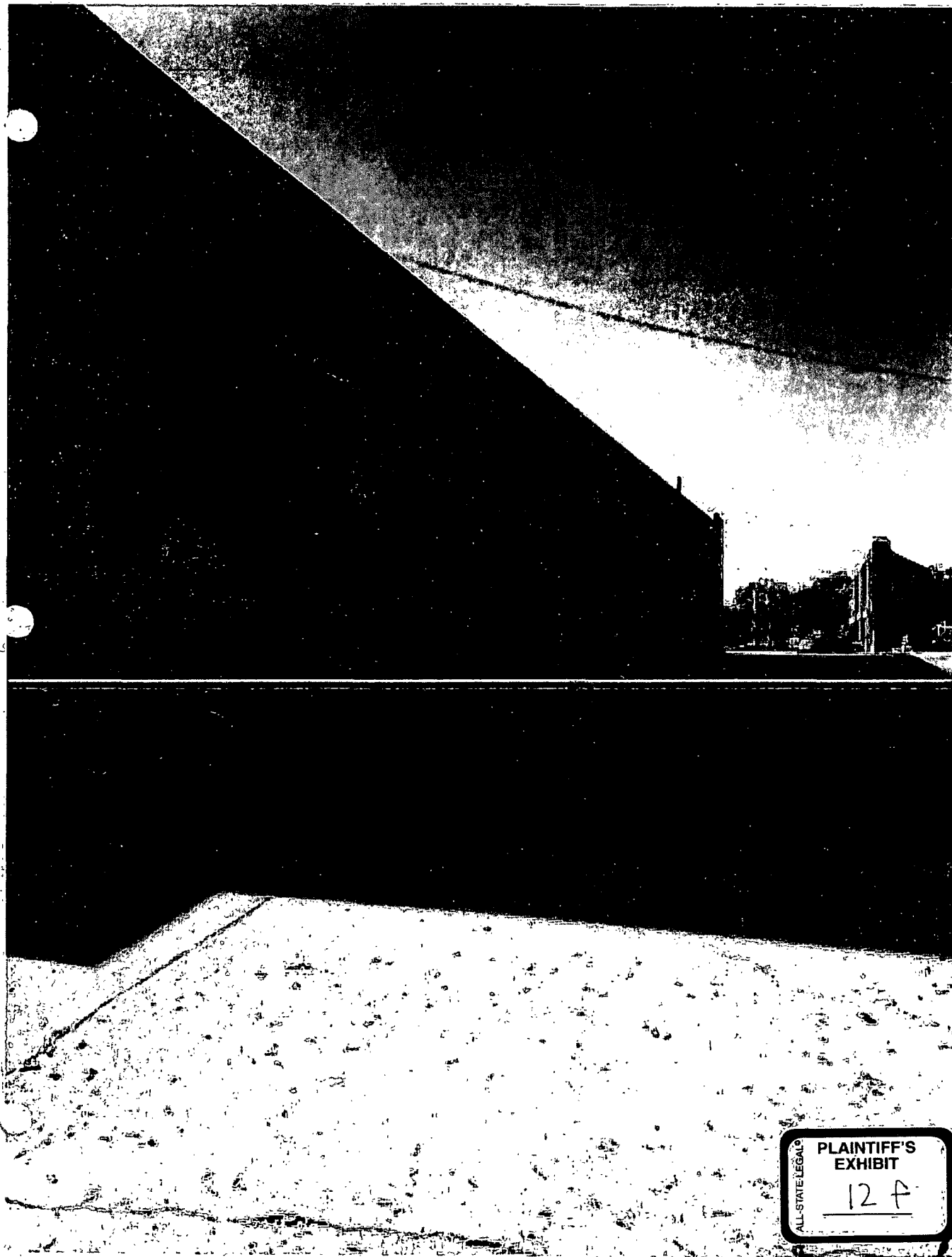
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EXHIBIT
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R-286



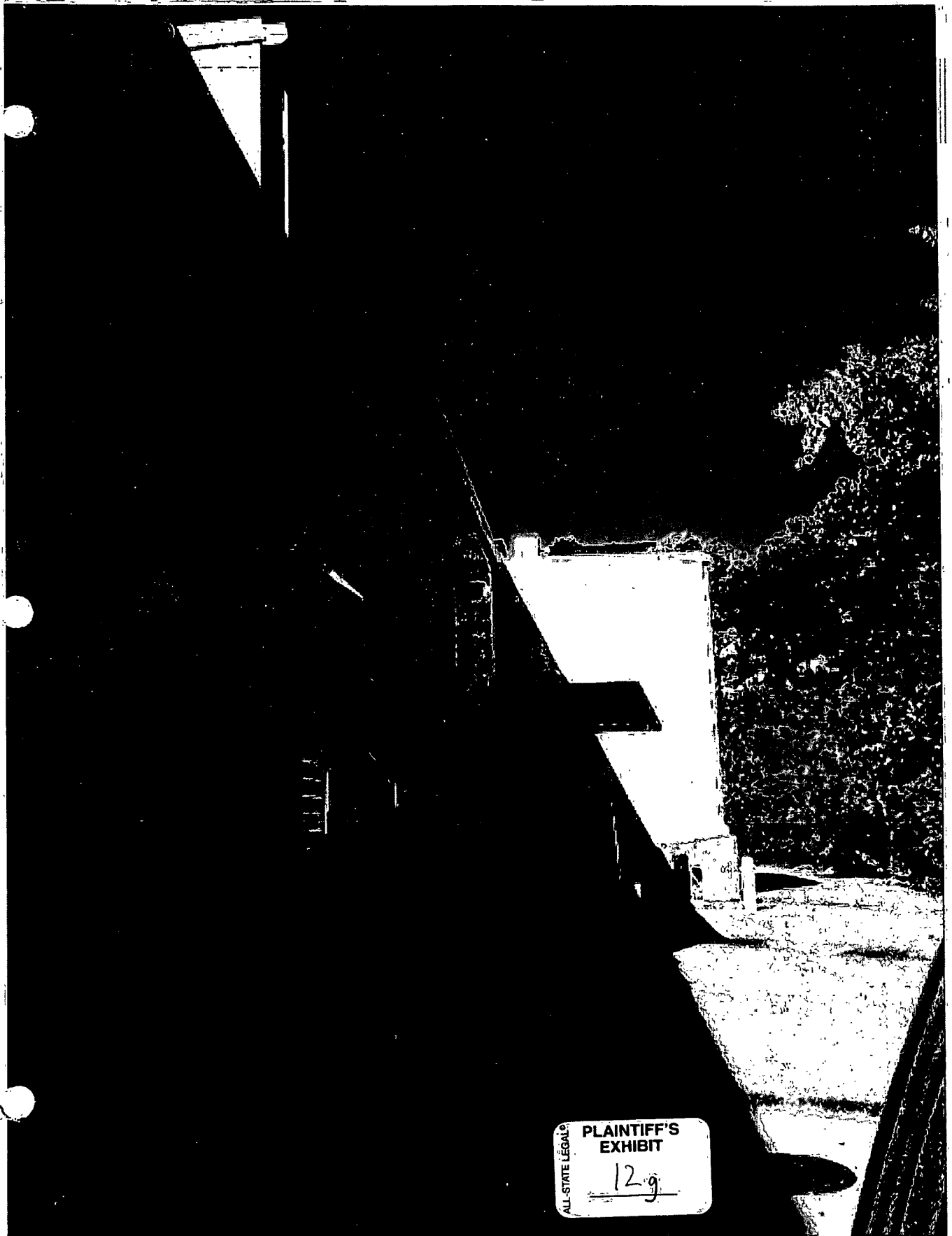
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EXHIBIT
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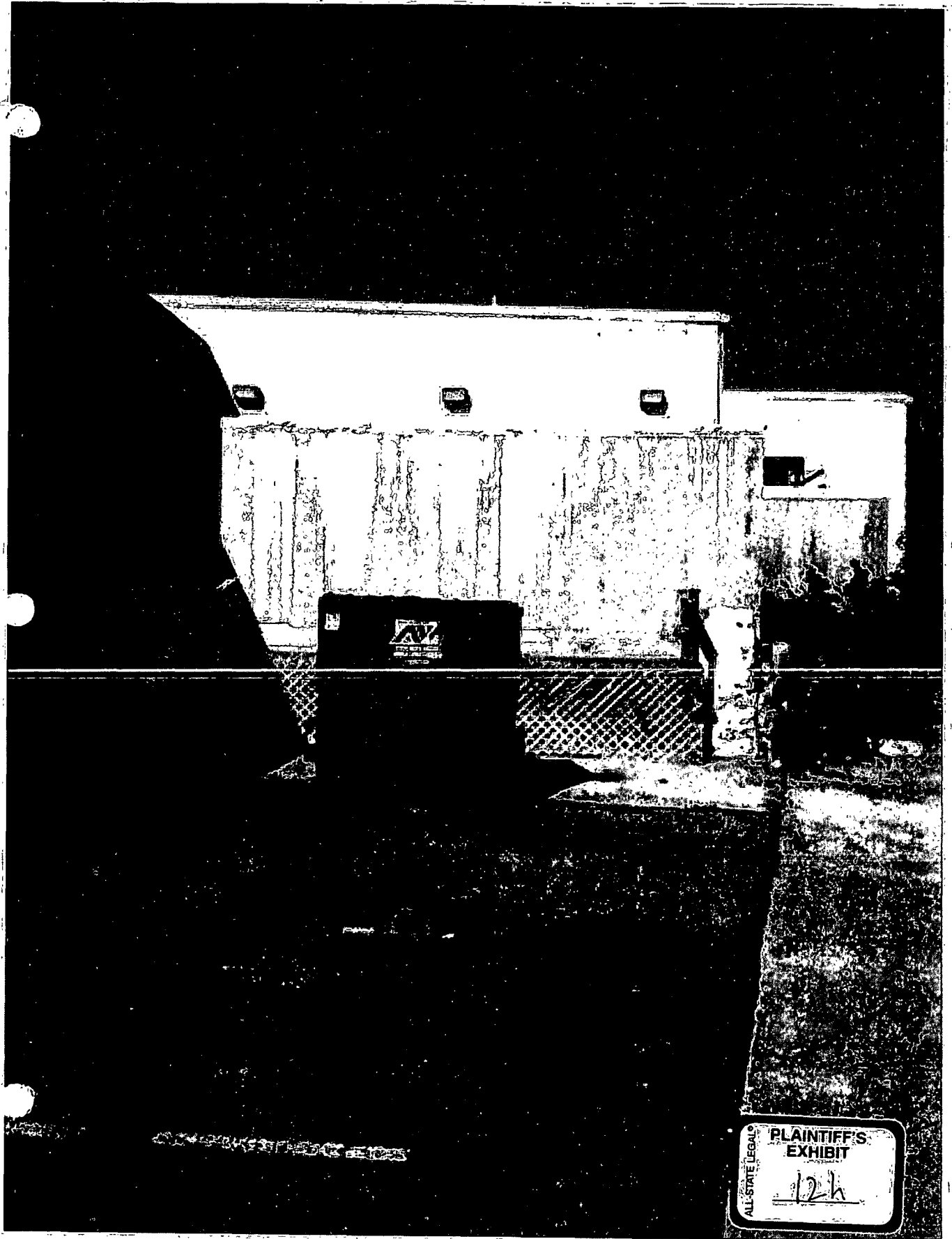


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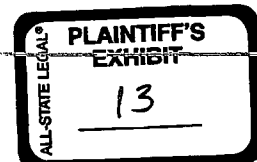


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KIRBY ENTERPRISE 5305 GILLCREEK ROAD COLUMBIA, SC 29205 803-261-6101		THE NATIONAL BANK OF SOUTH CAROLINA 87-18703		3558
PAY TO THE ORDER OF Hemphill & Associates		7/20/2007		Security features. Details on back.
Nine Thousand Four Hundred Nineteen and 84/100		\$ **9,419.84		
Hemphill & Associates 7001 St. Andrews Rd. #337 Columbia, SC 29212		DOLLARS		
MEMO: Bingo Project				
⑈003558⑈ ⑈053901198⑈060493763401⑈		⑈0000941984⑈		

CCA 6808285230 07/24/2007	0125 39674	0031200730 0125 39674 571143047	0031200730 0125 39674 571143047	0031200730 0125 39674 571143047	0031200730 0125 39674 571143047

Date:07-24-2007 Sequence:6808285230 Serial:3558 TR:53901198 Account:60493763401 TranCode:0
 Amount:\$9,419.84 DbCr:D MIAccount:493763401



7/20/2007

Hemphill & Associates

**9,419.84

Nine Thousand Four Hundred Nineteen and 84/100*****

Hemphill & Associates
7001 St. Andrews Rd.
#337
Columbia, SC 29212

Bingo Project

Hemphill & Associates

7/20/2007

D.A.P Electrical	4,163.42
D.A.P Electrical	4,163.44
Hertz Equipment	855.79
Carolina Interiors	215.00
Home Depot	15.90
Lowe's	6.29

Checking

Bingo Project

9,419.84

Hemphill & Associates

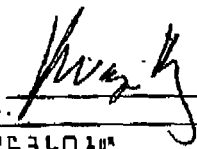
7/20/2007

D.A.P Electrical	4,163.42
D.A.P Electrical	4,163.44
Hertz Equipment	855.79
Carolina Interiors	215.00
Home Depot	15.90
Lowe's	6.29

Checking

Bingo Project

9,419.84

KIRBY ENTERPRISE 6305 GILLCREEK ROAD COLUMBIA, SC 29206 803-261-6101		THE NATIONAL BANK OF SOUTH CAROLINA 67-119/339		3577
PAY TO THE ORDER OF Hemphill & Associates		8/2/2007		Security Features Details on back.
Four Thousand Nine Hundred Eighty and 00/100		\$ 4,980.00		
Hemphill & Associates 7001 St. Andrews Rd. #337 Columbia, SC 29212		DOLLARS		
MEMO: Bingo Project				
⑈003577⑈ ⑆053901198⑆060493763401⑈ ⑈0000498000⑈				

CCA 6970956940 08/06/2007		01251 617014		For Deposit Only
⑈0312007306⑈ WACHSIA JA 5K011 2007 FHILA PA 03032007 09K		3510076015		
⑈0312007306⑈				

Date:08-06-2007 Sequence:6970956940 Serial:3577 TR:53901198 Account:60493763401 TranCode:0
 Amount:\$4,980.00 DbCr:D MIAccount:493763401

8/2/2007

Hemphill & Associates

**4,980.00

Four Thousand Nine Hundred Eighty and 00/100*****

Hemphill & Associates
7001 St. Andrews Rd.
#337
Columbia, SC 29212

Bingo Project

Hemphill & Associates

8/2/2007

DAP Electrical

4,980.00

Checking

Bingo Project

4,980.00

Hemphill & Associates

8/2/2007

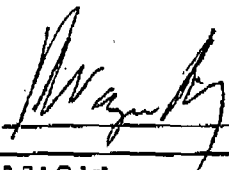
DAP Electrical

4,980.00

Checking

Bingo Project

4,980.00

KIRBY ENTERPRISE 6305 GILLCREEK ROAD COLUMBIA, SC 29206 803-261-6101	THE NATIONAL BANK OF SOUTH CAROLINA 67-111529	3596	8/23/2007
PAY TO THE ORDER OF Hemphill & Associates		\$ 10,000.00	
Ten Thousand and 00/100		DOLLARS	
Hemphill & Associates 7001 St. Andrews Rd. #337 Columbia, SC 29212		Security Features. Details on back.	
MEMO: Bingo Project			
⑈003596⑈ ⑆053901198⑆060493763401⑈ ⑈0001000000⑈			

COCA 6973373610 08/24/2007	10-0-00	ENDORSE HERE <i>Deposit Only</i>
⑈0312007304⑈ ⑈053901198⑈060493763401⑈ ⑈08242007⑈ ⑈0001000000⑈		⑈0001000000⑈

Date:08-24-2007 Sequence:6973373610 Serial:3596 TR:53901198 Account:60493763401 TranCode:0
 Amount:\$10,000.00 DbCr:D MIAccount:493763401

R-295

8/23/2007

Hemphill & Associates

**10,000.00

Ten Thousand and 00/100*****

Hemphill & Associates
7001 St. Andrews Rd.
#337
Columbia, SC 29212

Bingo Project

Hemphill & Associates

Franks Payment

8/23/2007

10,000.00

Checking

Bingo Project

10,000.00

Hemphill & Associates

Franks Payment

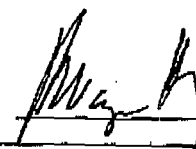
8/23/2007

10,000.00

Checking

Bingo Project

10,000.00

KIRBY ENTERPRISE 6305 GILLCREEK ROAD COLUMBIA, SC 29206 803-261-6101		THE NATIONAL BANK OF SOUTH CAROLINA 07-11/03		3598
		8/29/2007		
PAY TO THE ORDER OF	Hemphill & Associates	\$ 7,410.00		Security Features: Details on back ED
Seven Thousand Four Hundred Ten and 00/100				
Hemphill & Associates 7001 St. Andrews Rd. #337 Columbia, SC 29212		DOLLARS		
MEMO:	Bingo Project			
⑈003598⑈ ⑈053901198⑈060493763401⑈		⑈0000741000⑈		

0000 6812835780 08/31/2007 ⑈0312007304⑈ ESCROWED TO SFC011 17761 PHILA, PA 08302007 097K 3415685746	08141 21436	For Deposit Only

Date:08-31-2007 Sequence:6812835780 Serial:3598 TR:53901198 Account:60493763401 TranCode:0
 Amount:\$7,410.00 DbCr:D MIAccount:493763401

8/29/2007

Hemphill & Associates

**7,410.00

Seven Thousand Four Hundred Ten and 00/100*****

Hemphill & Associates
7001 St. Andrews Rd.
#337
Columbia, SC 29212

Bingo Project

Hemphill & Associates

Plumber Balance(\$8590)

8/29/2007

7,410.00

Checking

Bingo Project

7,410.00

Hemphill & Associates

Plumber Balance(\$8590)

8/29/2007

7,410.00

Checking

Bingo Project

7,410.00

THE NATIONAL BANK OF SOUTH CAROLINA
67-110/339

9/14/2007

\$ 1,000.00

One Thousand and 00/100th

DOLLARS

Hemphill & Associates
7001 St. Andrews Rd.
#337
Columbia, SC 29212

MEMO: Bingo Project

000360811 1053901198106049376340111

0000100000

CCCA 6976889510 09/28/2007

Index

0312007304
HAGOVIA NA SUC011 4812
PHILA, PA 0912007 099
2 002 005

1958 07167

Deposits only

Date:09-20-2007 Sequence:6976089510 Serial:3608 TR:53901198 Account:60493763401 TranCode:0
Amount:\$1,000.00 DbCr:D MIAccount:493763401

9/14/2007

Hemphill & Associates

**1,000.00

One Thousand and 00/100*****

Hemphill & Associates
7001 St. Andrews Rd.
#337
Columbia, SC 29212

Bingo Project

Hemphill & Associates

Electrician

9/14/2007

1,000.00

Checking

Bingo Project

1,000.00

Hemphill & Associates

Electrician

9/14/2007

1,000.00

Checking

Bingo Project

1,000.00

THE NATIONAL BANK OF SOUTH CAROLINA
67-119539

9/20/2007

\$ 6,577.33

Six Thousand Five Hundred Seventy-Seven, and 33/100*

DOLLARS

Hemphill & Associates
7001 St. Andrews Rd.
#337
Columbia, SC 29212

MEMO: Bingo Project

"003620" 10539011981060493763401"

10000657733

FOIA b(7)(C) - Exemption from disclosure applies because release of information could reasonably result in identification of confidential source.

DATE: 08/24/2007

1503 75920

031200736-6
HARRISBURG, PA 17101
PHILA, PA 19101
7711450410

Date:09-24-2007 Sequence:6815715220 Serial:3620 TR:53901198 Account:60493763401 TranCode:0
Amount:\$6,577.33 DbCr:D MIAccount:493763401

R-301

9/20/2007

Hemphill & Associates

**6,577.33

Six Thousand Five Hundred Seventy-Seven and 33/100*****

Hemphill & Associates
7001 St. Andrews Rd.
#337
Columbia, SC 29212

Bingo Project

Hemphill & Associates

9/20/2007

Electrician
Palmetto Metals (Doors)
Palmetto Metals (Jams)

1,263.00
3,067.33
2,247.00

Checking

Bingo Project

6,577.33

Hemphill & Associates

9/20/2007

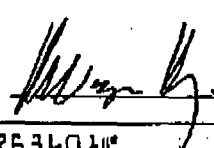
Electrician
Palmetto Metals (Doors)
Palmetto Metals (Jams)

1,263.00
3,067.33
2,247.00

Checking

Bingo Project

6,577.33

KIRBY ENTERPRISE 6305 GILLCREEK ROAD COLUMBIA, SC 29206 803-261-6101		THE NATIONAL BANK OF SOUTH CAROLINA 67-119/53		3643
		10/19/2007		
PAY TO THE ORDER OF Hemphill & Associates		\$ 9,002.95		
Nine Thousand Two and 95/100				
Hemphill & Associates 7001 St. Andrews Rd. #337 Columbia, SC 29212				DOLLARS
MEMO: Bingo Project				
⑈003643⑈ ⑆053901118⑆060493763401⑈		⑈0000900295⑈		

CECA 6819961660 10/22/2007		01251 95402		Deposit Only
⑈0312007304⑈ HACHOWIA NA SVC011 07711 PHILA, PA 1912007 099K 3510266305		10/17/07		

Date: 10-22-2007 Sequence: 6819961660 Serial: 3643 TR: 53901198 Account: 60493763401 TranCode: 0
 Amount: \$9,002.95 DbCr: D MIAccount: 493763401

R-303

10/19/2007

Hemphill & Associates

**9,002.95

Nine Thousand Two and 95/100*****

Hemphill & Associates
7001 St. Andrews Rd.
#337
Columbia, SC 29212

Bingo Project

Hemphill & Associates

10/19/2007

Electrician	1,263.00
Palmetto Metals (Doors)	2,016.95
Hewett Glass Store Front	4,780.00
Electrician	913.00
Owens Printing	30.00

Checking

Bingo Project

9,002.95

Hemphill & Associates

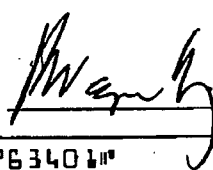
10/19/2007

Electrician	1,263.00
Palmetto Metals (Doors)	2,016.95
Hewett Glass Store Front	4,780.00
Electrician	913.00
Owens Printing	30.00

Checking

Bingo Project

9,002.95

KIRBY ENTERPRISE 6305 GILLCREEK ROAD COLUMBIA, SC 29206 803-261-6101	THE NATIONAL BANK OF SOUTH CAROLINA 67-119/539	3661	11/6/2007
PAY TO THE ORDER OF Hemphill & Associates			\$ 11,373.00
Eleven Thousand Three Hundred Seventy-Three and 00/100*****			DOLLARS
Hemphill & Associates 7001 St. Andrews Rd. #337 Columbia, SC 29212			
MEMO: Bingo Project			
			
⑈003661⑈ ⑈053901198⑈060493763401⑈			⑈0001137300⑈

CCA 6980569910 11/13/2007	6980569910	2508 68589	Deposit only 
⑈0312007304⑈ PHILA, PA 19102 5412210150			

Date:11-13-2007 Sequence:6980569910 Serial:3661 TR:53901198 Account:60493763401 TranCode:0
 Amount:\$11,373.00 DbCr:D MIAccount:493763401

11/6/2007

Hemphill & Associates

**11,373.00

Eleven Thousand Three Hundred Seventy-Three and 00/100*****

Hemphill & Associates
7001 St. Andrews Rd.
#337
Columbia, SC 29212

Bingo Project

Hemphill & Associates

11/6/2007

Electrician
Palmetto Metals (Doors)

1,123.00
10,250.00

Checking

Bingo Project

11,373.00

Hemphill & Associates

11/6/2007

Electrician
Palmetto Metals (Doors)

1,123.00
10,250.00

Checking

Bingo Project

11,373.00

053000206 03/12/2008 6430313627 This is a LEGAL COPY of your check. You can use it the same way you would use the original check.	03/12/2008 000007100623677	3777 KIRBY ENTERPRISE 1300 GILLESPIE ROAD COLUMBIA, SC 29208 903-281-4141 THE NATIONAL BANK OF SOUTH CAROLINA SPYGLASS 3/10/2008 PAY TO THE ORDER OF <u>Larry Palmer</u> \$ <u>600.00</u> Six Hundred and 00/100 DOLLARS Larry Palmer 3025 Preswick Circle Columbia, SC 29223 MEMO: <u>Draw 2-10-08</u> <i>[Signature]</i> *003777* *0539011984060493763401*
003777 4:0539011984 060493763401* *0000060000*		

000007100623677 03/12/2008 6430313627 000007100623677 03/12/2008 6430313627	<i>[Signature]</i> PAY TO THE ORDER OF KIRBY ENTERPRISE 1300 GILLESPIE ROAD COLUMBIA, SC 29208 903-281-4141 000007100623677 03/12/2008 6430313627	0531003000 03/11/2008 000007100623677 111310346 03/11/2008 111310346 03/12/2008 111310346 03/12/2008 001592109264 *053000206* 03/12/2008 6430313627 Do not endorse or write below this line.

Date:03-12-2008 Sequence:6812813180 Serial:3777 TR:53901198 Account:60493763401 TranCode:0
Amount:\$600.00 DbCr:D MIAccount:493763401

3/10/2008

Larry Palmer

**600.00

Six Hundred and 00/100*****

Larry Palmer
3025 Prestwick Circle
Columbia, SC 29223

Draw 3-10-08

Larry Palmer

electrical

3/10/2008

600.00

Checking

Draw 3-10-08

600.00

Larry Palmer

electrical

3/10/2008

600.00

Checking

Draw 3-10-08

600.00

R-308

[illegible]

4/17/2008

Larry Palmer

**1,291.00

One Thousand Two Hundred Ninety-One and 00/100*****

Larry Palmer
3025 Prestwick Circle
Columbia, SC 29223

Draw 3-10-08

Larry Palmer

electrical

4/17/2008

1,291.00

Checking

Draw 3-10-08

1,291.00

Larry Palmer

electrical

4/17/2008

1,291.00

Checking

Draw 3-10-08

1,291.00

3208 Kennedy Rd
 IRMO SC29063
 PL 803 9524823

BSTH
760-9435

1/27/2009

Janice Mcpherson

**4,000.00

Four Thousand and 00/100*****

Janice Mcpherson
3208 Kennerly Rd
Irmo, SC 29063

Janice Mcpherson

Electrical work

1/27/2009

4,000.00

Checking

4,000.00

Janice Mcpherson

Electrical work

1/27/2009

4,000.00

Checking

4,000.00

2

4017

KIRBY ENTERPRISE
6305 GILL CREEK ROAD
COLUMBIA, SC 29208
803-281-8101

THE NATIONAL BANK OF SOUTH CAROLINA

67-119-539 2/23/2009

PAY TO THE ORDER OF Janice Mcpherson \$3,500.00

Three Thousand Five Hundred and 00/100 DOLLARS

Janice Mcpherson
3208 Kennerty Rd
Irmo, SC 29063

TR: 13-8 02/23/09 12:55 PM
On Us Chk \$3,500.00
Check Non Customer

MEMO

Security Features. Details on back.

00004017 053901198060493763401

6613368040 02/23/2009 061198006< BK831BR0913

345.4670
3208 Kennerty Rd
Irmo, SC 29063
Janice Mcpherson
2/23/09

Date:02-23-2009 Sequence:13368040 Serial:4017 TR:53901198 Account:60493763401 TranCode:0
Amount:\$3,500.00 DbCr:D MIAccount:493763401

R-313

2/23/2009

Janice Mcpherson

**3,500.00

Three Thousand Five Hundred and 00/100*****

Janice Mcpherson
3208 Kennerly Rd
Irmo, SC 29063

Janice Mcpherson

Electrical Work

2/23/2009

3,500.00

Checking

3,500.00

Janice Mcpherson

Electrical Work

2/23/2009

3,500.00

Checking

3,500.00

SHOPPING CENTER LEASE

between

LN DENTSVILLE SQUARE LLC

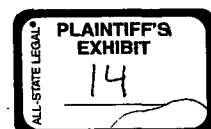
as Landlord

and

WAYNE KIRBY, d.b.a. CAROLINA GOLD BINGO

as Tenant

[DENTSVILLE SQUARE SHOPPING CENTER]



SHOPPING CENTER LEASE

This Lease (this "Lease") made and entered into as of this 27TH day of June 2008 by and between LN DENTSVILLE SQUARE LLC ("Landlord") and WAYNE KIRBY, d.b.a. CAROLINA GOLD BINGO ("Tenant"), WITNESSETH:

ARTICLE I

REFERENCE PROVISIONS, DEMISED PREMISES AND TERMS

Section I. 1. Reference Provisions. Where used in this Lease, the designated terms hereinafter set forth shall have the following respective meanings:

(a) "SHOPPING CENTER" — The real property, located at 2768 DECKER BLVD, SUITES 200 and 300 COLUMBIA, SC 29206 commonly known as DENTSVILLE SQUARE.

(b) "DEMISED PREMISES" — That certain space located in a building erected or to be erected in the Shopping Center and containing 22,000 square feet.

(c) "TENANT'S TRADE NAME" CAROLINA GOLD BINGO

(d) "TERM" — The period of time commencing as of the Rental Commencement Date defined in Section 1.4 and ending, unless extended or sooner terminated as herein provided, at 12:00 o'clock (midnight) on the last day of the 36TH full calendar month following the Rental Commencement Date.

(e) "LEASE YEAR" — Each period of twelve (12) calendar months during the Term beginning on the Rental Commencement Date or on any annual anniversary thereof, if the Rental Commencement Date is a date which is the first day of a calendar month, and if the Rental Commencement Date is a day other than the first day of a calendar month, the partial calendar month in which the Rental Commencement Date falls plus the subsequent first twelve (12) calendar months.

(f) "MINIMUM RENT" — The Minimum Rent shall be: SEE RIDER.

(g) "SECURITY DEPOSIT" - The Security Deposit shall be SEE RIDER and shall be held by Landlord in accordance of Section 2.2.

(h) "PERMITTED USE" — The Demised Premises shall be used solely for the purpose of BINGO FACILITY, subject to restrictions and exclusives contained in leases to other tenants of the Shopping Center and for no other purposes whatsoever.

(i) "COMMON AREA" — All areas and facilities in the Shopping Center, as such areas and facilities may be altered, increased or decreased from time to time, designated for the general use, in common, of occupants of the Shopping Center, including the Tenant hereunder, its officers, agents, employees and customers. Common Areas shall include, to the extent provided, the parking areas, sidewalks, roadways, loading platforms, restrooms, ramps and landscaped areas.

(j) "ADDRESSES FOR NOTICES" —

To Landlord: LN Dentsville Square, LLC
4475 River Green Parkway NW
Suite 100
Duluth, GA 30096
678-417-6560

Section I.2. Granting of the Demised Premises. Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, the Demised Premises. Provided Tenant is not in default hereunder, Tenant is hereby granted a non-exclusive license to use the Common Areas in common with Landlord and the other tenants of the Shopping Center throughout the Term subject to such rules and regulations as may be promulgated by Landlord.

It is expressly understood and agreed that nothing herein contained shall be construed as a grant or rental of or a conveyance of: any rights in the roof or exterior of the building or buildings of which the Demised Premises constitute a part; the air space (occupied or not) above a horizontal elevation plane coterminous with the bottom edge of the structural steel framework supporting the roof of the Demised Premises; the air space (occupied or not) below a horizontal elevation plane coterminous with the finished floor level of the Demised Premises; or of the land upon which the Demised Premises are located.

Section I.3. Quiet Enjoyment. Tenant, upon paying the Minimum Rent and other rents herein reserved and performing observing all other terms, covenants and conditions of this Lease, shall peaceably and quietly have, hold and enjoy the Demised Premises during the Term, subject to the terms of this Lease and to any mortgages, ground or underlying leases, agreements and encumbrances to which this Lease is or may be subordinated.

Section I.4. Rental Commencement Date. The Rental Commencement Date shall be the earlier (i) of _____; (ii) _____ days after Landlord turns over possession of the Demised Premises to Tenant; or (iii) the date Tenant opens for business in the Demised Premises.

Section I.5. Ownership and Management Disclosures. Landlord hereby discloses to Tenant, and Tenant acknowledges, that Landlord is the owner of record of the Shopping Center and of the Demised Premises and that **LN DENTSVILLE SQUARE LLC.** is authorized to manage the Shopping Center and the Demised Premises on behalf of Landlord.

ARTICLE II RENT AND OTHER CHARGES

Section II.1. Minimum Rent. Tenant shall pay Landlord the Minimum Rent, without previous demand therefor and without any setoff or deduction whatsoever, except as expressly provided in this Lease, payable in equal monthly installments in advance on the first day of each and every calendar month throughout the Term. The first payment of Minimum Rent shall be due and payable on the Rental Commencement Date and if the Rental Commencement Date is a day other than the first day of a calendar month, shall be prorated accordingly.

Section II.2. Security Deposit. Upon execution of this Lease, Tenant shall pay Landlord the Security Deposit to be held as security for the performance by Tenant of all obligations imposed under this Lease or any supplemental agreement at any time entered into between Landlord and Tenant pertaining hereto which Tenant is required to perform prior to the commencement of the Term. If Tenant shall fail to perform such obligations, Landlord shall be entitled to apply the Security Deposit, pro tanto, against any damages which it may sustain by reason of Tenant's failure to perform such obligations, but such application shall not preclude Landlord from recovering greater damages if the same can be established. If, at the end of the Term, Tenant shall not be in default under this Lease, the Security Deposit, or any balance thereof, shall be returned to Tenant without interest. In the event Landlord sells or leases its interest in the Shopping Center, Landlord shall thereupon be released from all liability for the return of such Security Deposit. Tenant agrees to look only to the new landlord for the return of

demised Premises. Should any such utility service not be separately metered to the Demised Premises, then Tenant shall pay its proportionate share of the total charges billed to Landlord for such service, without any deduction or set-off whatsoever, upon demand of Landlord or together with the next succeeding installment of fixed minimum rent, whichever shall first occur. Tenant's proportionate share of such total charges shall be the amount determined by multiplying such total charges by a fraction, the numerator of which is the number of square feet in the demised Premises, and the denominator of which is the number of square feet of constructed floor area in the improvements to which the bill for such charges relates.

ARTICLE III

CONSTRUCTION OF DEMISED PREMISES

Except as may be expressly set forth in the Rider attached to this Lease, Tenant hereby accepts the Demised Premises "AS IS" and acknowledges and agrees Landlord shall have no obligation to construct any tenant improvements to the Demised Premises or make any alterations or additions thereto.

ARTICLE IV

USE OF DEMISED PREMISES

Section IV.1. Use of Demised Premises. Tenant shall occupy the Demised Premises upon commencement of the Term and thereafter will continuously use the Demised Premises during the store hours set by Landlord for the Permitted Use and for no other purpose whatsoever. Tenant shall cause its business to be conducted and operated in good faith and in such manner as shall assure the transaction of a maximum volume of business in and at the Demised Premises.

Section IV.2. Compliance with Laws and Regulations. Tenant, at its sole cost and expense, shall comply with and shall cause the Demised Premises to comply with (a) all current and future federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations, and ordinances affecting the Demised Premises or any part thereof, or the use thereof, including, but not limited to, the ADA (as that term is hereinafter defined), those which required the making of any structural, unforeseen or extraordinary changes, whether or not any such statutes, laws, rules, orders, regulations or ordinances which may be hereafter enacted involved a change of policy on the part of the governmental body enacting the same, and (b) all rules, orders and regulations of the National Board of Fire Underwriters or Landlord's fire insurance rating organization or other bodies exercising similar functions in connection with the prevention of fire or the correction of hazardous conditions which apply to the Demised Premises.

Section IV.3. Additional Covenants of Tenant. Tenant's use of the Demised Premises and the Common Areas shall be subject at all times during the Term to reasonable rules and regulations adopted by Landlord from time to time not in conflict with any of the express provisions hereof regarding of the Shopping Center. Tenant agrees to comply with all such rules and regulations upon notice to Tenant from Landlord. Tenant expressly agrees as follows:

Section IV.4. Signs, Awnings and Canopies. Landlord may erect and maintain such suitable signs as it, in its sole discretion, may deem appropriate to advertise the Shopping Center. Tenant may erect and maintain only such signs on the exterior of the Demised Premises or visible from the exterior of the Demised Premises as Landlord may approve in advance in writing. Tenant shall submit to Landlord detailed drawings of each proposed sign, its size, appearance and location, for review and approval by Landlord prior to the installation thereof. Tenant shall also provide Landlord with a copy of the permit for installation of each sign prior to

Tenant shall not without Landlord's prior written consent: (a) place or permit to be placed or maintained on any door, exterior wall or window of the Demised Premises any sign, awning, or canopy or advertising matter or other thing of any kind; (b) place or maintain any decoration, lettering or advertising matter on the glass of any window or door of the Demised Premises; or (c) place any structure, sign, obstruction or advertising device upon the Common Areas. Tenant further agrees to maintain any such signs, awnings, canopies, decorations, lettering, advertising matter or other things as may be approved by Landlord in good condition, operating order and repair at all times. All signs of Tenant visible from the Common Areas of the Shopping Center shall be in good taste and shall conform to the standards of design, motif and decor from time to time established by Landlord for the Shopping Center. Tenant hereby indemnifies and holds Landlord harmless against any expenses, claims or damages, including reasonable attorneys' fees and expenses, arising from Tenant's installation, operation or maintenance of any such sign, awning, canopy, decoration, lettering, advertising matter or otherwise. If Tenant shall violate this provision, then, in addition to and not in limitation of the Landlord's rights and remedies provided under this Lease, Landlord shall have the right to remove such sign, awning, canopy, advertising matter or device, decoration, lettering, structure, sign obstruction, or any other thing and restore the Demised Premises and/or the Common Areas to the condition thereof prior to such act, and Tenant shall pay Landlord all costs, incidental and otherwise, of such removal and restoration as an additional charge.

ARTICLE V

TENANT'S INSURANCE, AND RELEASE

Section V.1. Insurance Required of Tenant. Tenant shall obtain and maintain in full force during the Term the following insurance coverage with respect to the Demised Premises:

- (a) Comprehensive Public Liability Insurance, with a contractual liability endorsement, on an occurrence basis with minimum limits of liability of not less than One Million Dollars (\$1,000,000.00) for bodily injury and/or property damage, naming Landlord as an additional insured party.
- (b) All liability insurance policies required to be obtained and maintained by Tenant hereunder shall contain endorsements deleting from such policies the "Care, Custody and Control," the "Alterations and Extraordinary Repairs" and the "Contract Liability" exclusions and all other exclusions of similar import or effect.
- (c) All-risks property and casualty insurance, written at replacement cost value and with replacement cost endorsement, covering all of Tenant's personal property in the Demised Premises (including, without limitation, inventory, trade fixtures, floor coverings, furniture and other property removable by Tenant under the provisions of this Lease) and all leasehold improvements installed in the Demised Premises by or on behalf of Tenant.
- (d) Tenant agrees, at its own expense, to comply with all rules and regulations of the Fire Insurance Rating Organization having jurisdiction of the Demised Premises and to comply with all requirements imposed by Landlord's insurance carrier, if any.

Tenant shall provide Landlord with written evidence of the foregoing insurance policies upon the Rental Commencement Date. The policies shall contain provisions which prohibit termination of coverage upon less than thirty (30) days written notice to Landlord. The company writing any insurance which Tenant is required to carry and maintain or cause to be carried or maintained shall at all times be subject to Landlord's approval and any such company or companies shall be licensed to do business in the State in which the Demised Premises are located.

to use such other portions of the Shopping Center as Tenant is herein given the right to use, at Tenant's own risk.

ARTICLE VI

REPAIRS AND MAINTENANCE

Section VI.1. Repairs by Landlord. Within a reasonable period after receipt of written notice from Tenant of the need therefor, Landlord shall make necessary repairs to the following: (e) the structural portion of the exterior walls (excluding the exterior of and the frames surrounding all windows, doors, plate glass, store fronts and signs) of the Demised Premises; (f) plumbing, pipes and conduits located outside the Demised Premises or in the Common Areas; and (g) the Common Areas, including sidewalks, parking areas and curbs. Landlord shall not be required to make any repairs to the foregoing necessitated by: (a) any act or omission or negligence of Tenant, any subtenant or concessionaire of Tenant, or their respective employees, agents, invitees, licensees, visitors or contractors, or (b) by fire or other casualty or condemnation, except as provided herein.

Section VI.2. Repairs and Maintenance by Tenant. Except as provided herein to the contrary, Tenant covenants and agrees to keep and maintain in good order, condition and repair throughout the Term the Demised Premises and every part thereof, including, without limitation: (a) fixtures and equipment; (b) the exterior and interior portions of all doors, windows and glass; (c) electrical wiring and conduits; (d) plumbing and sewage facilities within the Demised Premises, including free flow of sewer lines therein; (e) the heating, ventilation and air conditioning system (including exterior mechanical equipment and electrical equipment); and (f) interior walls, floors and ceilings. Any and all such repairs, alterations, replacements and modifications, ordinary and extraordinary, foreseen and unforeseen, shall be at Tenant's sole expense and shall be made using materials and labor of kind and quality equal to the original work. Tenant agrees to keep in force a standard maintenance agreement on all heating, ventilating and air conditioning equipment requiring a semiannual inspection of such equipment and to provide a copy of said maintenance agreement to the Landlord. Tenant further agrees to furnish Landlord semiannually with written certifications by the company performing said inspections that such equipment is in good repair. All parts of the interior of the Demised Premises shall be painted or otherwise decorated by the Tenant periodically.

Section VI.3. Hazardous Waste. Tenant agrees that Tenant, its agents, servants, employees, licensees, and contractors, shall not use, manufacture, store or dispose of any flammable explosives, radioactive materials, hazardous wastes or materials, toxic wastes or materials or other similar substances which are now or hereinafter classified or considered to be hazardous under any federal, state, or local law, rule, ordinance, or regulation ("Environmental Laws") or which poses or threatens to pose a hazard to the health or safety of persons in the Demised Premises or the Shopping Center (collectively "Hazardous Materials") on, under or about the Demised Premises. Without limiting the above, Tenant shall indemnify and hold harmless Landlord from and against any and all claims, losses, liabilities, damages, costs and expenses, including, without limitation, attorney's fees and costs, arising out of or in any way connected with the use, manufacture, storage, or disposal of Hazardous Materials by Tenant, its agents, servants, employees, licensees, invitees or contractors, on, under or about the Demised Premises, including without limitation, the cost of any required or necessary repair, remediation, cleanup or detoxification in connection therewith. Upon reasonable notice to Tenant, Landlord may inspect the Demised Premises for the purposes of determining whether there exists on the Demised Premises any Hazardous Materials or other condition or activity that is in violation of the requirements of this Lease or of any Environmental Laws. The right granted to Landlord

ARTICLE VII

ADDITIONS AND ALTERATIONS

Section VII.1. By Landlord. Landlord shall have the right at any time and from time to time, provided access to the Demised Premises is not materially and adversely affected, to make alterations or additions to the building in which the Demised Premises are contained, and to construct other buildings adjoining the same. Landlord also shall have the right to construct other buildings or improvements in the Shopping Center, provided, however, that such constructions or additions shall not unreasonably interfere with the operation of Tenant's business hereunder except when such work is necessitated by emergency or required by structural need. In any case, Landlord shall not be liable for any damages Tenant incurs as a result of such additions or alterations.

Section VII.2. By Tenant. Provided that Tenant is not in default hereunder, Tenant may from time to time, at its own expense, alter, renovate or improve the interior of the Demised Premises provided the same is performed (i) in a good workmanlike manner, (ii) in accordance with accepted building practices and applicable laws, including, but not limited to, building codes and zoning ordinances, and (iii) so as not to weaken or impair the strength or lessen the value of the building in which the Demised Premises are located. No changes, alterations or improvements affecting the exterior of the Demised Premises shall be made by Tenant. Prior to commencement of all such work, Tenant shall obtain Landlord's prior written approval of the plans and specifications therefor and shall cause Landlord's requirements for bonding, insurance and other contractor requirements to be satisfied. Any work done by Tenant under the provisions of this Section shall be conducted so as not to interfere with the use by the other tenants of their premises in the Shopping Center.

ARTICLE VIII

DAMAGE, DESTRUCTION OR CONDEMNATION OF THE DEMISED PREMISES

Section VIII.1. Damage or Destruction. If all or any part of the Demised Premises shall be damaged or destroyed by fire or other casualty, this Lease shall continue in full force and effect. During the period of such damage or destruction, Tenant's Minimum Rent will be abated according to the portion of the Demised Premises rendered untenable during the period of such untenability. Unless terminated as hereinafter provided, Landlord shall repair, restore or rebuild the Demised Premises to their condition at the time of the occurrence of the loss; provided, however, Landlord shall not be obligated to commence such repair, restoration or rebuilding until insurance proceeds are received by Landlord, and Landlord's obligation hereunder shall be limited to the proceeds actually received by Landlord under any insurance policy or policies; if any, which have not been required to be applied towards the reduction of any indebtedness secured by a mortgage or deed to secure debt covering the Shopping Center or any portion thereof. Tenant covenants and agrees to reopen for business in the Demised Premises within thirty (30) days after notice from Landlord that the Demised Premises are ready for re-occupancy.

Tenant agrees to notify Landlord in writing not less than thirty (30) days prior to the date Tenant opens for business in the Demised Premises of the actual cost of all permanent leasehold improvements and betterments installed or to be installed by Tenant in the Demised Premises (whether same have been paid for entirely or partially by Tenant), but exclusive of Tenant's personal property, movable trade fixtures and contents. Similar notifications shall be given to Landlord not less than thirty (30) days prior to the commencement of any proposed alterations, additions or improvements to the Demised Premises by Tenant subsequent to the initial construction of the Demised Premises.

Section VIII.2. Condemnation. In the event that the whole of the Demised Premises shall be taken under the power of eminent domain, this Lease shall thereupon terminate as of the date possession shall be so taken.

Anything in this Lease to the contrary notwithstanding, in the event more than fifteen percent (15%) of the Demised Premises or more than twenty five percent (25%) of the then existing paved parking spaces of the Shopping Center or more than forty percent (40%) of the buildings in the Shopping Center (exclusive of the Demised Premises) shall be taken, or conveyance made in lieu thereof, either party shall have the right to cancel and terminate this Lease as of the date of such taking upon giving notice to the other of such election within thirty (30) days after the date of such taking.

In the event of such cancellation, the parties shall thereupon be released from any further liability under this Lease, except for obligations which have accrued up to and including the effective date of such termination; provided, however, that if more than twenty five percent (25%) of the then existing paved parking spaces shall be appropriated or taken, Landlord may at its option render Tenant's right to cancel this Lease as hereinbefore provided void by giving Tenant notice within thirty (30) days after the date of such taking that it will provide substitute parking on or adjacent to the Shopping Center sufficient to cause the total number of paved parking spaces remaining after such substitution to be equal to the lesser of (i) the number of spaces required by local ordinance, or (ii) at least seventy-five percent (75%) of the number of spaces existing prior to such taking, in which event this Lease shall remain in full force and effect.

All compensation awarded for any taking of the Demised Premises or the Shopping Center or any interest in either shall belong to and be the property of Landlord, Tenant hereby assigning to Landlord all rights with respect thereto; provided, however, nothing contained herein shall prevent Tenant from applying for reimbursement from the condemning authority (if permitted by law) for moving expenses, or the expense of removal of Tenant's trade fixtures, or loss of Tenant's business good will, but if and only if such action shall not reduce the amount of the award or other compensation otherwise recoverable from the condemning authority by Landlord.

ARTICLE IX

DEFAULT

Section IX.1. Default by Tenant. Tenant shall be in default under this Lease upon the occurrence of any of the following events: (a) Tenant shall vacate or abandon the Demised Premises at any time during the Term; (b) Tenant fails to pay any Minimum Rent or other payment due hereunder within ten (5) days of the due date; (c) Tenant fails to perform any other of the terms of this Lease to be observed or performed by Tenant, within twenty (20) days of written notice, or, if such term or obligation (other than non-payment of monetary obligations) hereof cannot be performed within twenty (20) days, Tenant fails within said twenty (20) day period to commence and thereafter to diligently and continually pursue its obligation hereunder; (d) Tenant shall become bankrupt or insolvent, or file any debtor proceedings or take or have taken against Tenant in any court pursuant to any statute either of the United States or of any state a petition in bankruptcy or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's property; (e) Tenant makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement or suffers this Lease to be taken under any writ of execution or attachment; and (f) if this Lease shall pass to or devolve upon, by law or

required by law, enter the Demised Premises, and take possession of any and all goods, inventory, equipment, fixtures and all other personal property of Tenant situated in the Demised Premises without liability for trespass or conversion, and may sell all or any part thereof at public or private sale; (ii) terminate Tenant's right to possession of the Demised Premises under this Lease, in which event Tenant shall immediately surrender the Demised Premises to Landlord, and Landlord may reenter the Demised Premises, without the necessity of legal proceedings, if permitted by law, and may remove Tenant and all other persons (if Tenant is still in possession) and property from the Demised Premises, and may store such property in a public warehouse or elsewhere at the cost of and for the account of Tenant without resort to legal process and without Landlord being deemed guilty of trespass or becoming liable for any loss or damage occasioned thereby any such termination of Tenant's possession, a surrender of the Demised Premises by Tenant, the taking of possession by Landlord or the reentry by Landlord of the Demised Premises and removal of all of Tenant's property shall not constitute an acceptance by Landlord of a surrender of this Lease or of the Demised Premises by Tenant and shall not constitute a termination of this Lease by Landlord; (iii) perform, on behalf and at the expense of Tenant, any obligation of Tenant under this Lease which Tenant has failed to perform and of which Landlord shall have given Tenant notice, the cost of which performance by Landlord, together with interest thereon at the rate specified in Section 10.9 from the date of such expenditure, shall be deemed additional rent and shall be payable by Tenant to Landlord upon demand; and (iv) exercise any other remedy available to Landlord at law or equity. If Tenant fails to timely surrender possession of the Demised Premises to Landlord, Landlord may without prejudice to any other remedy which it may have for possession or arrearages in Minimum Rent or other charges hereunder, enter upon and take possession of the Demised Premises and expel or remove Tenant and any other person who may be occupying said Demised Premises or any part thereof, by force. Tenant shall be liable for all losses incurred by Landlord as a result of Tenant's default hereunder, including attorneys' fees and expenses incurred by Landlord in enforcing this Lease, and expenses of reletting such as broker's commissions, advertising costs, tenant improvement costs and attorneys fees and expenses, including damages in an amount equal to the rent which, but for termination of this Lease, would have become due during the remainder of the Term, less the amount or amounts of rental, if any, which Landlord shall actually receive during such period from others to whom the Demised Premises may be rented net of any cost and expense with respect to such lease or occupancy.

Section IX.3. Non-Waiver Provisions. The failure of Landlord to insist upon strict performance of any of the terms, conditions and covenants herein shall not be deemed to be a waiver of any rights or remedies that Landlord may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained or a mutual departure from the express terms of this Lease except as may be expressly waived in writing. No payment by Tenant or receipt by Landlord of a lesser amount than the Minimum Rent and charges hereby reserved shall be deemed other than on account of the earliest rents and charges then unpaid (unless Landlord elects otherwise), nor shall any endorsement or statement on any check or any letter accompanying any check or payment by Tenant be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rents and charges due or Landlord may pursue any other remedy in this Lease provided or by law permitted, and no waiver by Landlord in favor of any other tenant or occupancy of the Shopping Center shall constitute a waiver in favor of the Tenant herein.

Section IX.4. Expenses. If either party hereto shall at any time be in default hereunder, and if the other party hereto shall deem it necessary to engage attorneys to enforce such other party's rights hereunder, the determination of such necessity to be in the sole discretion of such other party, the prevailing party shall be reimbursed by the other party for the reasonable expenses incurred by the prevailing party, including, but not limited to, court costs and

It is specifically understood and agreed that there shall be no personal liability of Landlord in respect to any of the covenants, conditions or provisions of this Lease; in the event of a breach or default by Landlord of any of its obligations under this Lease, Tenant shall look solely to the equity of the Landlord in the Shopping Center for the satisfaction of Tenant's remedies.

Section X.2. Relationship of the Parties. Nothing contained in this Lease shall be deemed or construed as creating the relationship of principal and agent or a partnership or joint venture between the parties hereto, it being understood and agreed that neither the method of computing rents nor any other provision contained herein nor any acts of the parties hereto shall be deemed to create any relationship between the parties other than that of Landlord and Tenant. Tenant possesses only a usufructuary interest in the Demised Premises and no estate in land capable of being transferred by Tenant except as stated in this Lease has been granted to Tenant under this Lease.

Section X.3. Indemnity. Tenant, during the Term, any extension or renewal thereof, and any period in which Tenant occupies or uses the Demised Premises, shall indemnify and save harmless Landlord, its agents, servants and employees, and Landlord's lessor, if any, from and against any and all claims and demands whether for injuries to persons or loss of life, or damage to property, related to or arising in any manner whatsoever out of the use and occupancy of the Demised Premises by Tenant, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, lessees, concessionaires, invitees, licensees and customers. Tenant's liability under this indemnity shall survive the termination of this Lease.

Section X.4. Damage to Property or Persons. Except with respect to the gross negligence or the willful and wanton acts of Landlord, its agents and employees, Landlord shall not be liable for any loss of or damage to property of Tenant or of others located in the Demised Premises or the Shopping Center, by theft or otherwise, nor for any loss or damage whatsoever to any property which Tenant could remove at the end of the Term. Unless due to Landlord's gross negligence, Landlord shall not be liable for any injury or damage to persons or property or to the interior of the Demised Premises resulting from fire, explosion, steam, gas, electricity, water, rain or snow or leaks from any part of the Demised Premises or from the pipes, appliances or plumbing works or from the street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature. Landlord shall not be liable for: (a) any such injury or damage caused by other tenants or any person(s) either in the Demised Premises or elsewhere in the Shopping Center, or by occupants of property adjacent to the Shopping Center, or by the public, or by operations in the construction of any private, public, or quasi-public work; (b) any latent defect in construction except for latent defects identified within a period of one (1) year from the date the general contractor constructing the Shopping Center substantially completes the initial construction of the Demised Premises (the parties agree that any liability of Landlord under the preceding clause shall be limited to cost of repair only); and (c) damage or loss of property of Tenant kept or stored on the Demised Premises.

Section X.5. Assignment or Subletting. Tenant shall not assign this Lease or sublet all or any part of the Demised Premises without the prior written consent of Landlord (which consent may be granted or withheld by Landlord in its sole discretion) and upon such terms and conditions as may be mutually agreed upon by the parties. In no event shall any assignment or sublease of the Demised Premises release or relieve Tenant from any of its obligations under this Lease. In the event Tenant shall assign its interest in this Lease or sublet the Demised Premises for rentals in excess of those rentals reserved hereunder, Tenant shall pay all of such excess rent to Landlord as additional rent. Any proposed assignee or subtenant of Tenant shall assume Tenant's obligations hereunder and deliver to Landlord an assignment and assumption agreement

any and all additional costs and expenses incurred hereunder.

Section X.6. Surrender of Demised Premises. At the expiration of the tenancy hereby created, Tenant shall surrender the Demised Premises in good condition and repair, reasonable wear and tear excepted, and Tenant shall surrender all keys for the Demised Premises to Landlord at the place then fixed for payment of rent and shall inform Landlord of all combinations on locks, safes and vaults, if any, in the Demised Premises. If Landlord so elects, Tenant shall, at Tenant's expense, remove improvements Tenant has constructed in the Demised Premises. Tenant shall remove all personal property and trade fixtures from the Demised Premises. Any personalty remaining in the Demised Premises after the expiration of the Term shall be deemed abandoned and Landlord shall have the right to dispose of it as Landlord chooses. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of this Lease.

Section X.7. Holdover by Tenant. In the event that Tenant shall hold the Demised Premises after any termination of this Lease pursuant to the provisions hereof, or any expiration of the Term (or extension thereof), such holding over shall be deemed to have created a tenancy from month to month terminable on thirty (30) days' written notice by either party to the other, upon a monthly rental basis, and otherwise subject to all the terms and provisions of this Lease, except the Minimum Rent shall be computed on the basis of 150% of the Minimum Rent payable by Tenant to Landlord during the last month of the Term and all other additional charges provided by this Lease. If Tenant fails to surrender the Demised Premises upon the expiration or termination of this Lease, in addition to any other liabilities to Landlord accruing therefrom, Tenant shall indemnify Landlord and hold Landlord harmless from loss or liability resulting from such failure, including, without limitation, any claims made by any succeeding tenant founded on such failure.

Section X.8. Liens. Tenant shall discharge or bond off any lien filed against the Shopping Center or any part thereof for work done or materials furnished at Tenant's request with respect to the Demised Premises (including, without limitation, any lien filed by a broker) within ten (10) days after such lien is filed. If Tenant fails to keep this covenant, in addition to any other remedies available to Landlord under this Lease or otherwise, Landlord may at its option discharge such lien, in which event Tenant agrees to pay Landlord a sum equal to the amount of the lien thus discharged by Landlord plus all costs and expenses, including, without limitation, attorney's fees and court costs, incurred by Landlord in discharging such lien.

Section X.9. Late Payments. Should Tenant fail to pay within five (5) days from due any installment of Minimum Rent, or any other sum payable to Landlord under the terms of this Lease, a late charge of 10 (ten) percent of the amount owed to the landlord shall be paid by Tenant to Landlord at the time of payment of the delinquent sum.

Section X.10. Consents. Where the consent or approval of Landlord shall be required under the terms of this Lease, such consent or approval may be granted in Landlord's sole discretion, unless otherwise expressly provided for herein. With respect to any provision of this Lease which either expressly provides or is held to provide that Landlord shall not unreasonably withhold or unreasonably delay any consent or approval, Tenant shall not be entitled to make any claim for, and Tenant hereby expressly waives any claim for, damages incurred by Tenant by reason of Landlord's failure to comply therewith, it being understood and agreed that Tenant's sole remedy therefor shall be an action for specific performance.

Section X.11. Waiver of Right of Redemption. Tenant hereby expressly waives any and all rights of redemption conferred by statute or otherwise.

such recording) shall be payable in full by the party recording same.

Section X.14. Entire and Binding Agreement. This Lease contains all of the agreements between the parties hereto, and it may not be modified in any manner other than by agreement in writing signed by all parties hereto or their successors in interest. All prior conversations or writings between the parties hereto or their representatives with respect to the Demised Premises are merged herein and extinguished. Tenant acknowledges that it has not relied on any estimations, representations or statements of opinion or fact by Landlord or its agents or employees in entering into this Lease other than as may be expressly provided herein. The terms, covenants and conditions contained herein shall inure to the benefit of and be binding upon the Landlord and Tenant and their respective successors and assigns, except as may be otherwise expressly provided in this Lease.

Section X.15. Estoppel Certificates. Within ten (10) days after any request therefor by Landlord, Tenant shall execute, acknowledge and deliver to Landlord a written certificate acceptable to Landlord certifying, if the same be true, as to such matters relating to this Lease, the Demised Premises or the Tenant as Landlord shall reasonably request, or, if the same be not true, stating the manner in and the extent to which the same be not true. If Tenant fails to timely do so, Landlord is hereby appointed attorney-in-fact for Tenant for the sole purpose of giving such estoppel certificate and the information contained in the estoppel certificate shall be deemed true.

Section X.16. Broker's Commission. Each of the parties represents and warrants that neither party has dealt with any real estate broker in the negotiation or making of this Lease, and there are no claims for brokerage commissions or finders' fees in connection with the execution of this Lease, and agrees to indemnify the other against, and hold it harmless from, all liability arising from any such claim including without limitation, the cost of attorneys' fees (whether incurred in court, out of court, on appeal or in bankruptcy or administrative proceedings) in connection therewith.

Section X.17. Americans with Disability Act. Tenant shall maintain the Demised Premises in compliance with the Americans with Disabilities Act. Notwithstanding any other provision of this Lease to be contrary, Tenant shall comply with The Americans with Disabilities Act, and all regulations and orders promulgated pursuant thereto, as well as any related state, county and local laws, regulations and building codes (collectively the "ADA"). Tenant shall make all alterations to the Demised Premises required by the ADA and shall use and occupy the Demised Premises at all times in compliance therewith. Tenant agrees to indemnify, defend and hold Landlord harmless from and against any claims, losses or causes of action arising out of Tenant's failure to comply with the ADA as required above. Any alterations made by Tenant during the term of this Lease shall be in compliance with the ADA and all other requirements of this Lease.

Section X.18. Time of the Essence. Time is of the essence in this Lease.

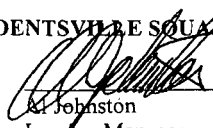
Section X.19. This Lease, at the option of the Landlord or Landlord's Mortgagee, may be and at all times after notice thereof shall be subject and subordinate to any and present and future mortgages, security deeds, or encumbrances which may be placed by the Landlord on said Demised Premises or any part thereof. The Tenant covenants and agrees to execute upon demand of the Landlord all instruments subordinating this Lease to the lien of any mortgage or mortgages, security deeds, or encumbrances as shall be required by the Landlord. The Tenant hereby irrevocably appoints Landlord as attorney in fact of the Tenant, with power to execute and deliver, without subjecting Landlord to liability of any kind, such instrument or instruments for and in the name of the Tenant, in the event the Tenant shall fail to execute such instruments within five (5) days after written notice to do so is given to the Tenant. Provided, however, that the instruments so executed by Landlord shall be subject to any and all mortgages or encumbrances contained herein notwithstanding such mortgage or encumbrance

IN WITNESS WHEREOF, Landlord and Tenant have signed this lease as of the day and year first above written.

(Landlord)

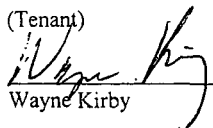
INDENTSVILLE SQUARE, LLC.

By:


K. Johnston
Leasing Manager

[CORPORATE SEAL]

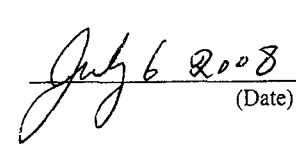
(Tenant)

 (SEAL)
Wayne Kirby

Address: 6305 Gill Creek Road
Columbia, SC 29206

803-261-6101 (cell)
803-404-6300 (shop).

SS #247-90-6195
Drivers License #001729155


(Date)

22382883 W51

RIDER

To the extent that the following Special Stipulations conflict with any of the printed provisions of this Lease the Special Stipulations shall control.

Rent is **\$10,000.00** per month.
Tenant must **pay** for their own **utilities**.

Rent is **due** the **1st (FIRST)** of each month.

Except as specified above, the space is taken in 100% AS-IS CONDITION.

\$20,000.00 (First month rent of \$10,000.00 and Security Deposit of \$10,000.00) is due upon Lease signing. This amount of \$20,000.00 has been paid to the landlord.

Rent is to begin on July 1, 2008.

Lease period is from July 1, 2008 through June 30, 2011.

TRANSFER FEE IS \$500.00. WHEN THE OWNERSHIP OF THE BUSINESS IS TRANSFERRED, THE FEE IS PAID BY THE NEW OWNER OF THE BUSINESS.

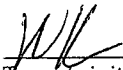
When the **Tenant vacates the premises**, the **signage must be taken down within 2 (two) days**, otherwise a **\$500.00 fee is due and payable to the landlord**. This is **pursuant to government regulations**.

A 10% LATE FEE IS CHARGED AFTER THE 5th OF THE MONTH

DOCUMENT AND RESEARCH FEE: THERE IS A CHARGE OF \$350.00 FOR EACH REQUEST FOR COPIES OR RESEARCH OF DOCUMENTS BY THE TENANT THAT HE OR SHE HAS BEEN GIVEN ORIGINALS OR COPIES BUT MAY HAVE LOST OR MISPLACED THE DOCUMENTS.

Options:

1 (one) 5 (five) year option at the rate of \$11,000.00 per month on July 1, 2011. Tenant must give landlord a 90 (ninety) day written notice in order to exercise this option.


Tenants initials


Landlords initials

LEASE ADDENDUM

In consideration of the letting of the Premises at the rate agreed upon, Tenant agrees not to disclose Tenant's Minimum Rent to any other Tenant of the Shopping Center.

If Landlord discovers that Tenant has disclosed his Minimum Rent amount to any other tenant, Landlord has the option of increasing the Tenant's Minimum Rent to **\$45.00** per square foot. This option will only be enforced when substantiated by 2 (two) or more other sources.

IN WITNESS WHEREOF, the undersigned has duly executed this instrument individually or through its authorized officers, as the case may be or required, causing their respective seals to be affixed hereto this 27th day of **June 2008**.

Witness



By:

Wayne Kirby

Date: June 27, 2008

Address: 6305 Gill Creek Road
Columbia, SC 29206

Phone: 803-404-6300 (shop)
803-261-6101 (cell)

SS #247-90-6195
Driver License #001729155

SHOPPING CENTER LEASE

between

LN DENTSVILLE, LLC

as Landlord

and

as Tenant

[DENTSVILLE SQUARE]

404-431-2764

22382883.W51
D07806 0000



SHOPPING CENTER LEASE

This Lease (this "Lease") made and entered into as of the 1st day of MAY 2007 by and between LN DENTSVILLE, ("Landlord") and P.T.W. Sr. Inc. ("Tenant"),
WITNESSETH:

ARTICLE I

REFERENCE PROVISIONS, DEMISED PREMISES AND TERMS

Section 1.1. Reference Provisions. Where used in this Lease, the designated terms hereinafter set forth shall have the following respective meanings:

(a) "SHOPPING CENTER" — The real property, which is more particularly described on Exhibit A attached hereto, located at 2768 DECKER BOULEVARD SUITE D IN COLUMBIA, SC commonly known as DENTSVILLE SQUARE.

(b) "DEMISED PREMISES" — That certain located in a building erected or to be erected in the Shopping Center and containing 44,000 square feet.

(c) "TENANT'S TRADE NAME" P.T.W. Sr. Inc.

(d) "TERM" — The period of time commencing as of the Rental Commencement Date defined in Section 1.4 and ending, unless extended or sooner terminated as herein provided, at 12:00 o'clock (midnight) on the last day of the 36th full calendar month following the Rental Commencement Date.

(e) "LEASE YEAR" — Each period of twelve (12) calendar months during the Term beginning on the Rental Commencement Date or on any annual anniversary thereof, if the Rental Commencement Date is a date which is the first day of a calendar month, and if the Rental Commencement Date is a day other than the first day of a calendar month, the partial calendar month in which the Rental Commencement Date falls plus the subsequent first twelve (12) calendar months.

(f) "MINIMUM RENT" — The Minimum Rent shall be: **SEE RIDER**.

(g) "SECURITY DEPOSIT" - The Security Deposit shall be **SEE RIDER** and shall be held by Landlord in accordance of Section 2.2.

(h) "PERMITTED USE" — The Demised Premises shall be used solely for the purpose of **MIXED USE BINGO/COMEDY CLUB** subject to restrictions and exclusives contained in leases to other tenants of the Shopping Center set forth in the Rider attached to this Lease, and for no other purposes whatsoever.

(i) "COMMON AREA" — All areas and facilities in the Shopping Center, as such areas and facilities may be altered, increased or decreased from time to time, designated for the general use, in common, of occupants of the Shopping Center, including the Tenant hereunder, its officers, agents, employees and customers. Common Areas shall include, to the extent provided, the parking areas, sidewalks, roadways, loading platforms, restrooms, ramps and landscaped areas.

(j) "ADDRESSES FOR NOTICES" —

To Landlord: LN DENTSVILLE, LLC
4475 River Green Parkway NW
Suite 100
Duluth, GA 30096

To Tenant:

D.T.W. SM. INC.
101 GARDEN ROAD, N.W.
WEST COLUMBIA, SC 29170
Phone: 803-377-6273
Cell: 803-351-5630

Section I.2. Granting of the Demised Premises. Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, the Demised Premises. Provided Tenant is not in default hereunder, Tenant is hereby granted a non-exclusive license to use the Common Areas in common with Landlord and the other tenants of the Shopping Center throughout the Term subject to such rules and regulations as may be promulgated by Landlord.

It is expressly understood and agreed that nothing herein contained shall be construed as a grant or rental of or a conveyance of: any rights in the roof or exterior of the building or buildings of which the Demised Premises constitute a part; the air space (occupied or not) above a horizontal elevation plane coterminous with the bottom edge of the structural steel framework supporting the roof of the Demised Premises; the air space (occupied or not) below a horizontal elevation plane coterminous with the finished floor level of the Demised Premises; or of the land upon which the Demised Premises are located.

Section I.3. Quiet Enjoyment. Tenant, upon paying the Minimum Rent and other rents herein reserved and performing observing all other terms, covenants and conditions of this Lease, shall peaceably and quietly have, hold and enjoy the Demised Premises during the Term, subject to the terms of this Lease and to any mortgages, ground or underlying leases, agreements and encumbrances to which this Lease is or may be subordinated.

Section I.4. Rental Commencement Date. The Rental Commencement Date shall be the earlier (i) of _____; (ii) _____ days after Landlord turns over possession of the Demised Premises to Tenant; or (iii) the date Tenant opens for business in the Demised Premises.

Section I.5. Ownership and Management Disclosures. Landlord hereby discloses to Tenant, and Tenant acknowledges, that Landlord is the owner of record of the Shopping Center and of the Demised Premises and that LN DENTSVILLE, LLC is authorized to manage the Shopping Center and the Demised Premises on behalf of Landlord.

ARTICLE II RENT AND OTHER CHARGES

Section II.1. Minimum Rent. Tenant shall pay Landlord the Minimum Rent, without previous demand therefor and without any setoff or deduction whatsoever, except as expressly provided in this Lease, payable in equal monthly installments in advance on the first day of each and every calendar month throughout the Term. The first payment of Minimum Rent shall be due and payable on the Rental Commencement Date and if the Rental Commencement Date is a day other than the first day of a calendar month, shall be prorated accordingly.

Section II.2. Security Deposit. Upon execution of this Lease, Tenant shall pay Landlord the Security Deposit to be held as security for the performance by Tenant of all obligations imposed under this Lease or any supplemental agreement at any time entered into between Landlord and Tenant pertaining hereto which Tenant is required to perform prior to the commencement of the Term. If Tenant shall fail to perform such obligations, Landlord shall be entitled to apply the Security Deposit, pro tanto, against any damages which it may sustain by reason of Tenant's failure to perform such obligations, but such application shall not preclude Landlord from recovering greater damages if the same can be established. If, at the end of the Term, Tenant shall not be in default under this Lease, the Security Deposit, or any balance thereof, shall be returned to Tenant without interest. In the event Landlord sells or leases its interest in the Shopping Center, Landlord shall thereupon be released from all liability for the return of such Security Deposit. Tenant agrees to look only to the new landlord for the return of said Security Deposit.

Section III.2. Utilities. Landlord shall not be liable in the event of any interruption in the supply of any utilities. Tenant agrees that it will not install any equipment which will exceed or overload the capacity of any utility facilities, and that if any equipment installed by Tenant shall require additional utility facilities, the same shall be installed by Tenant at Tenant's expense and only after receipt by tenant of the Landlord's approval in writing of the plans and specifications therefore. Tenant shall pay, as and when due, all charges for the use or consumption of sanitary sewer, water, gas, electric, or other utility services, provided to the demised Premises. Should any such utility service not be separately metered to the Demised Premises, then Tenant shall pay its proportionate share of the total charges billed to Landlord for such service, without any deduction or set-off whatsoever, upon demand of Landlord or together with the next succeeding installment of fixed minimum rent, whichever shall first occur. Tenant's proportionate share of such total charges shall be the amount determined by multiplying such total charges by a fraction, the numerator of which is the number of square feet in the demised Premises, and the denominator of which is the number of square feet of constructed floor area in the improvements to which the bill for such charges relates.

ARTICLE III CONSTRUCTION OF DEMISED PREMISES

Except as may be expressly set forth in the Rider attached to this Lease, Tenant hereby accepts the Demised Premises "AS IS" and acknowledges and agrees Landlord shall have no obligation to construct any tenant improvements to the Demised Premises or make any alterations or additions thereto.

ARTICLE IV

USE OF DEMISED PREMISES

Section IV.1. Use of Demised Premises. Tenant shall occupy the Demised Premises upon commencement of the Term and thereafter will continuously use the Demised Premises during the store hours set by Landlord for the Permitted Use and for no other purpose whatsoever. Tenant shall cause its business to be conducted and operated in good faith and in such manner as shall assure the transaction of a maximum volume of business in and at the Demised Premises.

Section IV.2. Compliance with Laws and Regulations. Tenant, at its sole cost and expense, shall comply with and shall cause the Demised Premises to comply with (a) all current and future federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations, and ordinances affecting the Demised Premises or any part thereof, or the use thereof, including, but not limited to, the ADA (as that term is hereinafter defined), those which required the making of any structural, unforeseen or extraordinary changes, whether or not any such statutes, laws, rules, orders, regulations or ordinances which may be hereafter enacted involved a change of policy on the part of the governmental body enacting the same, and (b) all rules, orders and regulations of the National Board of Fire Underwriters or Landlord's fire insurance rating organization or other bodies exercising similar functions in connection with the prevention of fire or the correction of hazardous conditions which apply to the Demised Premises.

Section IV.3. Additional Covenants of Tenant. Tenant's use of the Demised Premises and the Common Areas shall be subject at all times during the Term to reasonable rules and regulations adopted by Landlord from time to time not in conflict with any of the express provisions hereof regarding of the Shopping Center. Tenant agrees to comply with all such rules and regulations upon notice to Tenant from Landlord. Tenant expressly agrees as follows:

Section IV.4. Signs, Awnings and Canopies. Landlord may erect and maintain such suitable signs as it, in its sole discretion, may deem appropriate to advertise the Shopping Center. Tenant may erect and maintain only such signs on the exterior of the Demised Premises or visible from the exterior of the Demised Premises as Landlord may approve in advance in writing. Tenant shall submit to Landlord detailed drawings of each proposed sign, its size, appearance and location, for review and approval by Landlord prior to the installation thereof. Tenant shall also provide Landlord with a copy of the permit for installation of each sign prior to installation thereof. The electrical connection for such sign shall be made only by a licensed electrician at Tenant's cost.

Tenant shall keep insured and maintain each sign in good condition, repair and operating order at all times. If any damage is done to Tenant's sign, Tenant shall commence to repair the damage within five (5) days of the occurrence of such damage or Landlord may at its option repair the damage at Tenant's expense and charge Tenant the actual expense incurred by Landlord. Tenant shall reimburse Landlord such repair costs within ten (10) days of demand.

Tenant shall not without Landlord's prior written consent: (a) place or permit to be placed or maintained on any door, exterior wall or window of the Demised Premises any sign, awning, or canopy or advertising matter or other thing of any kind; (b) place or maintain any

decoration, lettering or advertising matter on the glass of any window or door of the Demised Premises; or (c) place any structure, sign, obstruction or advertising device upon the Common Areas. Tenant further agrees to maintain any such signs, awnings, canopies, decorations, lettering, advertising matter or other things as may be approved by Landlord in good condition, operating order and repair at all times. All signs of Tenant visible from the Common Areas of the Shopping Center shall be in good taste and shall conform to the standards of design, motif and decor from time to time established by Landlord for the Shopping Center. Tenant hereby indemnifies and holds Landlord harmless against any expenses, claims or damages, including reasonable attorneys' fees and expenses, arising from Tenant's installation, operation or maintenance of any such sign, awning, canopy, decoration, lettering, advertising matter or otherwise. If Tenant shall violate this provision, then, in addition to and not in limitation of the Landlord's rights and remedies provided under this Lease, Landlord shall have the right to remove such sign, awning, canopy, advertising matter or device, decoration, lettering, structure, sign obstruction, or any other thing and restore the Demised Premises and/or the Common Areas to the condition thereof prior to such act, and Tenant shall pay Landlord all costs, incidental and otherwise, of such removal and restoration as an additional charge.

ARTICLE V

TENANT'S INSURANCE, AND RELEASE

Section V.1. Insurance Required of Tenant. Tenant shall obtain and maintain in full force during the Term the following insurance coverage with respect to the Demised Premises:

- (a) Comprehensive Public Liability Insurance, with a contractual liability endorsement, on an occurrence basis with minimum limits of liability of not less than One Million Dollars (\$1,000,000.00) for bodily injury and/or property damage, naming Landlord as an additional insured party.
- (b) All liability insurance policies required to be obtained and maintained by Tenant hereunder shall contain endorsements deleting from such policies the "Care, Custody and Control," the "Alterations and Extraordinary Repairs" and the "Contract Liability" exclusions and all other exclusions of similar import or effect.
- (c) All-risks property and casualty insurance, written at replacement cost value and with replacement cost endorsement, covering all of Tenant's personal property in the Demised Premises (including, without limitation, inventory, trade fixtures, floor coverings, furniture and other property removable by Tenant under the provisions of this Lease) and all leasehold improvements installed in the Demised Premises by or on behalf of Tenant.
- (d) Tenant agrees, at its own expense, to comply with all rules and regulations of the Fire Insurance Rating Organization having jurisdiction of the Demised Premises and to comply with all requirements imposed by Landlord's insurance carrier, if any.

Tenant shall provide Landlord with written evidence of the foregoing insurance policies upon the Rental Commencement Date. The policies shall contain provisions which prohibit termination of coverage upon less than thirty (30) days written notice to Landlord. The company writing any insurance which Tenant is required to carry and maintain or cause to be carried or maintained shall at all times be subject to Landlord's approval and any such company or

companies shall be licensed to do business in the State in which the Demised Premises are located.

Section V.2. Release. Landlord shall not be responsible or liable to Tenant, or to those claiming, by through or under Tenant, for any loss or damage which may be occasioned by or through the acts or omissions of persons occupying space adjoining the Demised Premises or any part of the Demised Premises adjacent to or connecting with the Demised Premises or any other part of the Shopping Center, or otherwise, or for any loss or damage resulting to Tenant, or those claiming by, through or under Tenant, or its or their property, from the breaking, bursting, stoppage or leaking of electrical cable and wires, and water, gas, sewer or steam pipes. To the maximum extent permitted by law, Tenant agrees to use and occupy the Demised Premises and to use such other portions of the Shopping Center as Tenant is herein given the right to use, at Tenant's own risk.

ARTICLE VI

REPAIRS AND MAINTENANCE

Section VI.1. Repairs by Landlord. Within a reasonable period after receipt of written notice from Tenant of the need therefor, Landlord shall make necessary repairs to the following: (e) the structural portion of the exterior walls (excluding the exterior of and the frames surrounding all windows, doors, plate glass, store fronts and signs) of the Demised Premises; (f) plumbing, pipes and conduits located outside the Demised Premises or in the Common Areas; and (g) the Common Areas, including sidewalks, parking areas and curbs. Landlord shall not be required to make any repairs to the foregoing necessitated by: (a) any act or omission or negligence of Tenant, any subtenant or concessionaire of Tenant, or their respective employees, agents, invitees, licensees, visitors or contractors, or (b) by fire or other casualty or condemnation, except as provided herein.

Section VI.2. Repairs and Maintenance by Tenant. Except as provided herein to the contrary, Tenant covenants and agrees to keep and maintain in good order, condition and repair throughout the Term the Demised Premises and every part thereof, including, without limitation: (a) fixtures and equipment; (b) the exterior and interior portions of all doors, windows and glass; (c) electrical wiring and conduits; (d) plumbing and sewage facilities within the Demised Premises, including free flow of sewer lines therein; (e) the heating, ventilation and air conditioning system (including exterior mechanical equipment and electrical equipment); and (f) interior walls, floors and ceilings. Any and all such repairs, alterations, replacements and modifications, ordinary and extraordinary, foreseen and unforeseen, shall be at Tenant's sole expense and shall be made using materials and labor of kind and quality equal to the original work. Tenant agrees to keep in force a standard maintenance agreement on all heating, ventilating and air conditioning equipment requiring a semiannual inspection of such equipment and to provide a copy of said maintenance agreement to the Landlord. Tenant further agrees to furnish Landlord semiannually with written certifications by the company performing said inspections that such equipment is in good repair. All parts of the interior of the Demised Premises shall be painted or otherwise decorated by the Tenant periodically.

Section VI.3. Hazardous Waste. Tenant agrees that Tenant, its agents, servants,

employees, licensees, and contractors, shall not use, manufacture, store or dispose of any flammable explosives, radioactive materials, hazardous wastes or materials, toxic wastes or materials or other similar substances which are now or hereinafter classified or considered to be hazardous under any federal, state, or local law, rule, ordinance, or regulation ("Environmental Laws") or which poses or threatens to pose a hazard to the health or safety of persons in the Demised Premises or the Shopping Center (collectively "Hazardous Materials") on, under or about the Demised Premises. Without limiting the above, Tenant shall indemnify and hold harmless Landlord from and against any and all claims, losses, liabilities, damages, costs and expenses, including, without limitation, attorney's fees and costs, arising out of or in any way connected with the use, manufacture, storage, or disposal of Hazardous Materials by Tenant, its agents, servants, employees, licensees, invitees or contractors, on, under or about the Demised Premises, including without limitation, the cost of any required or necessary repair, remediation, cleanup or detoxification in connection therewith. Upon reasonable notice to Tenant, Landlord may inspect the Demised Premises for the purposes of determining whether there exists on the Demised Premises any Hazardous Materials or other condition or activity that is in violation of the requirements of this Lease or of any Environmental Laws. The right granted to Landlord herein to perform inspections shall not create a duty on Landlord's part to inspect the Demised Premises, or liability on the part of Landlord for Tenant's use, storage or disposal of Hazardous Materials, it is being understood that Tenant shall be solely responsible for all liability in connection therewith. Tenant shall surrender the Demised Premises to Landlord upon the expiration or earlier termination of this Lease free of Hazardous Materials placed on or about the Demised Premises by Tenant or its agents, employees, contractors or invitees, and in a condition which complies with all Environmental Laws. The obligations of Tenant under this Section shall survive the expiration or termination of this Lease.

Section VI.4. Inspection. Landlord or its representatives shall have the right to enter the Demised Premises during any business day to inspect the same, and in emergency at all times, during the Term.

ARTICLE VII

ADDITIONS AND ALTERATIONS

Section VII.1. By Landlord. Landlord shall have the right at any time and from time to time, provided access to the Demised Premises is not materially and adversely affected, to make alterations or additions to the building in which the Demised Premises are contained, and to construct other buildings adjoining the same. Landlord also shall have the right to construct other buildings or improvements in the Shopping Center, provided, however, that such constructions or additions shall not unreasonably interfere with the operation of Tenant's business hereunder except when such work is necessitated by emergency or required by structural need. In any case, Landlord shall not be liable for any damages Tenant incurs as a result of such additions or alterations.

Section VII.2. By Tenant. Provided that Tenant is not in default hereunder, Tenant may from time to time, at its own expense, alter, renovate or improve the interior of the Demised Premises provided the same is performed (i) in a good workmanlike manner, (ii) in accordance with accepted building practices and applicable laws, including, but not limited to, building codes and zoning ordinances, and (iii) so as not to weaken or impair the strength or lessen the value of the building in which the Demised Premises are located. No changes, alterations or

improvements affecting the exterior of the Demised Premises shall be made by Tenant. Prior to commencement of all such work, Tenant shall obtain Landlord's prior written approval of the plans and specifications therefor and shall cause Landlord's requirements for bonding, insurance and other contractor requirements to be satisfied. Any work done by Tenant under the provisions of this Section shall be conducted so as not to interfere with the use by the other tenants of their premises in the Shopping Center.

ARTICLE VIII

DAMAGE, DESTRUCTION OR CONDEMNATION OF THE DEMISED PREMISES

Section VIII.1. Damage or Destruction. If all or any part of the Demised Premises shall be damaged or destroyed by fire or other casualty, this Lease shall continue in full force and effect. During the period of such damage or destruction, Tenant's Minimum Rent will be abated according to the portion of the Demised Premises rendered untenable during the period of such untenability. Unless terminated as hereinafter provided, Landlord shall repair, restore or rebuild the Demised Premises to their condition at the time of the occurrence of the loss; provided, however, Landlord shall not be obligated to commence such repair, restoration or rebuilding until insurance proceeds are received by Landlord, and Landlord's obligation hereunder shall be limited to the proceeds actually received by Landlord under any insurance policy or policies, if any, which have not been required to be applied towards the reduction of any indebtedness secured by a mortgage or deed to secure debt covering the Shopping Center or any portion thereof. Tenant covenants and agrees to reopen for business in the Demised Premises within thirty (30) days after notice from Landlord that the Demised Premises are ready for re-occupancy.

Tenant agrees to notify Landlord in writing not less than thirty (30) days prior to the date Tenant opens for business in the Demised Premises of the actual cost of all permanent leasehold improvements and betterments installed or to be installed by Tenant in the Demised Premises (whether same have been paid for entirely or partially by Tenant), but exclusive of Tenant's personal property, movable trade fixtures and contents. Similar notifications shall be given to Landlord not less than thirty (30) days prior to the commencement of any proposed alterations, additions or improvements to the Demised Premises by Tenant subsequent to the initial construction of the Demised Premises.

Notwithstanding anything to the contrary contained in this Section or elsewhere in this Lease, Landlord, at its option, may terminate this Lease on thirty (30) days' notice to Tenant if: (a) the Demised Premises or the building in which the Demised Premises are located shall be damaged or destroyed as a result of an occurrence which is not covered by Landlord's insurance; (b) the Demised Premises shall be damaged or destroyed during the last three (3) years of the Term or any renewals thereof; or (c) any or all of the buildings or Common Areas of the Shopping Center are damaged (whether or not the Demised Premises are damaged) to such an extent that, in the sole judgment of Landlord, the Shopping Center cannot be operated as an economically viable unit.

Section VIII.2. Condemnation. In the event that the whole of the Demised Premises shall be taken under the power of eminent domain, this Lease shall thereupon terminate as of the date possession shall be so taken.

Anything in this Lease to the contrary notwithstanding, in the event more than fifteen percent (15%) of the Demised Premises or more than twenty five percent (25%) of the then existing paved parking spaces of the Shopping Center or more than forty percent (40%) of the buildings in the Shopping Center (exclusive of the Demised Premises) shall be taken, or conveyance made in lieu thereof, either party shall have the right to cancel and terminate this Lease as of the date of such taking upon giving notice to the other of such election within thirty (30) days after the date of such taking.

In the event of such cancellation, the parties shall thereupon be released from any further liability under this Lease, except for obligations which have accrued up to and including the effective date of such termination; provided, however, that if more than twenty five percent (25%) of the then existing paved parking spaces shall be appropriated or taken, Landlord may at its option render Tenant's right to cancel this Lease as hereinbefore provided void by giving Tenant notice within thirty (30) days after the date of such taking that it will provide substitute parking on or adjacent to the Shopping Center sufficient to cause the total number of paved parking spaces remaining after such substitution to be equal to the lesser of (i) the number of spaces required by local ordinance, or (ii) at least seventy-five percent (75%) of the number of spaces existing prior to such taking, in which event this Lease shall remain in full force and effect.

All compensation awarded for any taking of the Demised Premises or the Shopping Center or any interest in either shall belong to and be the property of Landlord, Tenant hereby assigning to Landlord all rights with respect thereto; provided, however, nothing contained herein shall prevent Tenant from applying for reimbursement from the condemning authority (if permitted by law) for moving expenses, or the expense of removal of Tenant's trade fixtures, or loss of Tenant's business good will, but if and only if such action shall not reduce the amount of the award or other compensation otherwise recoverable from the condemning authority by Landlord.

ARTICLE IX

DEFAULT

Section IX.1: Default by Tenant: Tenant shall be in default under this Lease upon the occurrence of any of the following events: (a) Tenant shall vacate or abandon the Demised Premises at any time during the Term; (b) Tenant fails to pay any Minimum Rent or other payment due hereunder within ten (10) days of the due date; (c) Tenant fails to perform any other of the terms of this Lease to be observed or performed by Tenant, within twenty (20) days of written notice, or, if such term or obligation (other than non-payment of monetary obligations) hereof cannot be performed within twenty (20) days, Tenant fails within said twenty (20) day period to commence and thereafter to diligently and continually pursue its obligation hereunder; (d) Tenant shall become bankrupt or insolvent, or file any debtor proceedings or take or have taken against Tenant in any court pursuant to any statute either of the United States or of any state a petition in bankruptcy or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's property; (e) Tenant makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement or suffers this Lease to be taken under any writ of execution or attachment; and (f) if this Lease shall pass to or devolve upon, by law or otherwise, one other than Tenant except as herein provided, then, in any one or more of such events, upon Landlord's service of a written five (5) day notice of cancellation upon Tenant

specifying the nature of such default and Tenant's failure within said five (5) day period to comply with or remedy such default, then this Lease and the Term shall, at the option of Landlord, terminate and come to an end on the date specified in such notice of cancellation, and Tenant shall quit and surrender the Demised Premises to Landlord as if the Term ended by the expiration of the time affixed herein, but Tenant shall remain liable as hereinafter provided.

Section IX.2. Landlord's Rights on Default. If Tenant shall not have timely cured its default in the manner provided in Section 9.1 hereof, Landlord shall be entitled to apply the Security Deposit to Tenant's obligations hereunder without thereby diminishing or affecting any of Tenant's obligations hereunder for the payment of Minimum Rent or any other charges, and Landlord may immediately, or any time thereafter: (i) with such judicial process as may be required by law, enter the Demised Premises, and take possession of any and all goods, inventory, equipment, fixtures and all other personal property of Tenant situated in the Demised Premises without liability for trespass or conversion, and may sell all or any part thereof at public or private sale; (ii) terminate Tenant's right to possession of the Demised Premises under this Lease, in which event Tenant shall immediately surrender the Demised Premises to Landlord, and Landlord may reenter the Demised Premises, without the necessity of legal proceedings, if permitted by law, and may remove Tenant and all other persons (if Tenant is still in possession) and property from the Demised Premises, and may store such property in a public warehouse or elsewhere at the cost of and for the account of Tenant without resort to legal process and without Landlord being deemed guilty of trespass or becoming liable for any loss or damage occasioned thereby any such termination of Tenant's possession, a surrender of the Demised Premises by Tenant, the taking of possession by Landlord or the reentry by Landlord of the Demised Premises and removal of all of Tenant's property shall not constitute an acceptance by Landlord of a surrender of this Lease or of the Demised Premises by Tenant and shall not constitute a termination of this Lease by Landlord; (iii) perform, on behalf and at the expense of Tenant, any obligation of Tenant under this Lease which Tenant has failed to perform and of which Landlord shall have given Tenant notice, the cost of which performance by Landlord, together with interest thereon at the rate specified in Section 10.9 from the date of such expenditure, shall be deemed additional rent and shall be payable by Tenant to Landlord upon demand; and (iv) exercise any other remedy available to Landlord at law or equity. If Tenant fails to timely surrender possession of the Demised Premises to Landlord, Landlord may without prejudice to any other remedy which it may have for possession or arrearages in Minimum Rent or other charges hereunder, enter upon and take possession of the Demised Premises and expel or remove Tenant and any other person who may be occupying said Demised Premises or any part thereof, by force. Tenant shall be liable for all losses incurred by Landlord as a result of Tenant's default hereunder, including attorneys' fees and expenses incurred by Landlord in enforcing this Lease, and expenses of reletting such as broker's commissions, advertising costs, tenant improvement costs and attorneys fees and expenses, including damages in an amount equal to the rent which, but for termination of this Lease, would have become due during the remainder of the Term, less the amount or amounts of rental, if any, which Landlord shall actually receive during such period from others to whom the Demised Premises may be rented net of any cost and expense with respect to such lease or occupancy.

Section IX.3. Non-Waiver Provisions. The failure of Landlord to insist upon strict performance of any of the terms, conditions and covenants herein shall not be deemed to be a waiver of any rights or remedies that Landlord may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained or a mutual departure from the express terms of this Lease except as may be expressly waived in writing. No payment by Tenant or receipt by Landlord of a lesser amount than the Minimum Rent and

customers. Tenant's liability under this indemnity shall survive the termination of this Lease.

Section X.4. Damage to Property or Persons. Except with respect to the gross negligence or the willful and wanton acts of Landlord, its agents and employees, Landlord shall not be liable for any loss of or damage to property of Tenant or of others located in the Demised Premises or the Shopping Center, by theft or otherwise, nor for any loss or damage whatsoever to any property which Tenant could remove at the end of the Term. Unless due to Landlord's gross negligence, Landlord shall not be liable for any injury or damage to persons or property or to the interior of the Demised Premises resulting from fire, explosion, steam, gas, electricity, water, rain or snow or leaks from any part of the Demised Premises or from the pipes, appliances or plumbing works or from the street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature. Landlord shall not be liable for: (a) any such injury or damage caused by other tenants or any person(s) either in the Demised Premises or elsewhere in the Shopping Center, or by occupants of property adjacent to the Shopping Center, or by the public, or by operations in the construction of any private, public, or quasi-public work; (b) any latent defect in construction except for latent defects identified within a period of one (1) year from the date the general contractor constructing the Shopping Center substantially completes the initial construction of the Demised Premises (the parties agree that any liability of Landlord under the preceding clause shall be limited to cost of repair only); and (c) damage or loss of property of Tenant kept or stored on the Demised Premises.

Section X.5. Assignment or Subletting. Tenant shall not assign this Lease or sublet all or any part of the Demised Premises without the prior written consent of Landlord (which consent may be granted or withheld by Landlord in its sole discretion) and upon such terms and conditions as may be mutually agreed upon by the parties. In no event shall any assignment or sublease of the Demised Premises release or relieve Tenant from any of its obligations under this Lease. In the event Tenant shall assign its interest in this Lease or sublet the Demised Premises for rentals in excess of those rentals reserved hereunder, Tenant shall pay all of such excess rent to Landlord as additional rent. Any proposed assignee or subtenant of Tenant shall assume Tenant's obligations hereunder and deliver to Landlord an assignment and assumption agreement in a form satisfactory to Landlord within ten (10) days after the effective date of the assignment.

This prohibition includes, without limitation, (i) any subletting or assignment which would otherwise occur by operation of law, merger, consolidation, reorganization, transfer or other change of Tenant's corporate or proprietary structure; (ii) an assignment of subletting to by a receiver or trustee in any Federal or State bankruptcy, insolvency, or other proceedings; (iii) the sale, assignment or transfer of all or substantially all of the assets of Tenant, with or without specific assignment of Lease; (iv) the change in control in a partnership; or (v) conversion of Tenant to a limited liability entity. Consent by Landlord to any assignment or subletting shall not constitute a waiver of the requirement for such consent to any subsequent assignment or subletting. Tenant shall pay to Landlord, as additional rent, the sum of Five Hundred Dollars (\$500.00) to cover Landlord's administrative costs, overhead and counsel fees, plus all out-of-pocket expenses, in connection with such assignment or subletting consented to by Landlord and any and all additional costs and expenses incurred hereunder.

Section X.6. Surrender of Demised Premises. At the expiration of the tenancy hereby created, Tenant shall surrender the Demised Premises in good condition and repair, reasonable wear and tear excepted, and Tenant shall surrender all keys for the Demised Premises to Landlord at the place then fixed for payment of rent and shall inform Landlord of all combinations on locks, safes and vaults, if any, in the Demised Premises. If Landlord so elects,

charges hereby reserved shall be deemed other than on account of the earliest rents and charges then unpaid (unless Landlord elects otherwise), nor shall any endorsement or statement on any check or any letter accompanying any check or payment by Tenant be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rents and charges due or Landlord may pursue any other remedy in this Lease provided or by law permitted, and no waiver by Landlord in favor of any other tenant or occupancy of the Shopping Center shall constitute a waiver in favor of the Tenant herein.

Section IX.4. Expenses. If either party hereto shall at any time be in default hereunder, and if the other party hereto shall deem it necessary to engage attorneys to enforce such other party's rights hereunder, the determination of such necessity to be in the sole discretion of such other party, the prevailing party shall be reimbursed by the other party for the reasonable expenses incurred by the prevailing party, including, but not limited to, court costs and reasonable attorney's fees.

ARTICLE X

OTHER PROVISIONS

Section X.1. Definition and Liability of Landlord. The term "Landlord" as used in this Lease shall mean only the owner or mortgagee in possession for the time being of the building in which the Demised Premises are located or the owner of a leasehold interest in said building or the land thereunder so that in the event of sale of said building or leasehold interest or an assignment of this Lease or a demise of said building or land, Landlord shall be and is hereby entirely freed and relieved of all obligations of Landlord subsequently accruing.

It is specifically understood and agreed that there shall be no personal liability of Landlord in respect to any of the covenants, conditions or provisions of this Lease; in the event of a breach or default by Landlord of any of its obligations under this Lease, Tenant shall look solely to the equity of the Landlord in the Shopping Center for the satisfaction of Tenant's remedies.

Section X.2. Relationship of the Parties. Nothing contained in this Lease shall be deemed or construed as creating the relationship of principal and agent or a partnership or joint venture between the parties hereto, it being understood and agreed that neither the method of computing rents nor any other provision contained herein nor any acts of the parties hereto shall be deemed to create any relationship between the parties other than that of Landlord and Tenant. Tenant possesses only a usufructuary interest in the Demised Premises and no estate in land capable of being transferred by Tenant except as stated in this Lease has been granted to Tenant under this Lease.

Section X.3. Indemnity. Tenant, during the Term, any extension or renewal thereof, and any period in which Tenant occupies or uses the Demised Premises, shall indemnify and save harmless Landlord, its agents, servants and employees, and Landlord's lessor, if any, from and against any and all claims and demands whether for injuries to persons or loss of life, or damage to property, related to or arising in any manner whatsoever out of the use and occupancy of the Demised Premises by Tenant, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, lessees, concessionaires, invitees, licensees and

Tenant shall, at Tenant's expense, remove improvements Tenant has constructed in the Demised Premises. Tenant shall remove all personal property and trade fixtures from the Demised Premises. Any personalty remaining in the Demised Premises after the expiration of the Term shall be deemed abandoned and Landlord shall have the right to dispose of it as Landlord chooses. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of this Lease.

Section X.7. Holdover by Tenant. In the event that Tenant shall hold the Demised Premises after any termination of this Lease pursuant to the provisions hereof, or any expiration of the Term (or extension thereof), such holding over shall be deemed to have created a tenancy from month to month terminable on thirty (30) days' written notice by either party to the other, upon a monthly rental basis, and otherwise subject to all the terms and provisions of this Lease, except the Minimum Rent shall be computed on the basis of 150% of the Minimum Rent payable by Tenant to Landlord during the last month of the Term and all other additional charges provided by this Lease. If Tenant fails to surrender the Demised Premises upon the expiration or termination of this Lease, in addition to any other liabilities to Landlord accruing therefrom, Tenant shall indemnify Landlord and hold Landlord harmless from loss or liability resulting from such failure, including, without limitation, any claims made by any succeeding tenant founded on such failure.

Section X.8. Liens. Tenant shall discharge or bond off any lien filed against the Shopping Center or any part thereof for work done or materials furnished at Tenant's request with respect to the Demised Premises (including, without limitation, any lien filed by a broker) within ten (10) days after such lien is filed. If Tenant fails to keep this covenant, in addition to any other remedies available to Landlord under this Lease or otherwise, Landlord may at its option discharge such lien, in which event Tenant agrees to pay Landlord a sum equal to the amount of the lien thus discharged by Landlord plus all costs and expenses, including, without limitation, attorney's fees and court costs, incurred by Landlord in discharging such lien.

Section X.9. Late Payments. Should Tenant fail to pay within ten (10) days from due any installment of Minimum Rent, or any other sum payable to Landlord under the terms of this Lease, then interest at the highest lawful rate of interest per annum permitted in the State wherein the Shopping Center is situated, but not to exceed the rate of sixteen percent (16%) per annum, shall accrue from and after the date on which any such sum shall be due and payable, and such interest together with a late charge of \$25.00 to cover the extra expense involved in handling such delinquency shall be paid by Tenant to Landlord at the time of payment of the delinquent sum.

Section X.10. Consents. Where the consent or approval of Landlord shall be required under the terms of this Lease, such consent or approval may be granted in Landlord's sole discretion, unless otherwise expressly provided for herein. With respect to any provision of this Lease which either expressly provides or is held to provide that Landlord shall not unreasonably withhold or unreasonably delay any consent or approval, Tenant shall not be entitled to make any claim for, and Tenant hereby expressly waives any claim for, damages incurred by Tenant by reason of Landlord's failure to comply therewith, it being understood and agreed that Tenant's sole remedy therefor shall be an action for specific performance.

Section X.11. Waiver of Right of Redemption. Tenant hereby expressly waives any and all rights of redemption conferred by statute or otherwise.

Section X.12. Notices. Whenever notice or any other communication shall or may be given to either of the parties by the other, each such notice or communication shall be sent by registered or certified mail with return receipt requested with adequate postage or by overnight courier to the respective addresses of the parties as contained herein or to such other address as either party may from time to time designate in writing to the other. Any notice or communication under this Lease shall be deemed to have been given if by United States mail, three (3) days after the post mark date; if by overnight courier, one (1) day after sending.

Section X.13. Recording and Short Form Lease. Tenant agrees not to record this Lease without the express written consent of Landlord and further agrees to execute, acknowledge and deliver at any time after the date of this Lease, at the request of Landlord, a "short form lease" suitable for recording. All recording costs, fees or charges due and payable upon the recording of such "short form lease" (including, without limitation, any and all taxes due or collectible upon such recording) shall be payable in full by the party recording same.

Section X.14. Entire and Binding Agreement. This Lease contains all of the agreements between the parties hereto, and it may not be modified in any manner other than by agreement in writing signed by all parties hereto or their successors in interest. All prior conversations or writings between the parties hereto or their representatives with respect to the Demised Premises are merged herein and extinguished. Tenant acknowledges that it has not relied on any estimations, representations or statements of opinion or fact by Landlord or its agents or employees in entering into this Lease other than as may be expressly provided herein. The terms, covenants and conditions contained herein shall inure to the benefit of and be binding upon the Landlord and Tenant and their respective successors and assigns, except as may be otherwise expressly provided in this Lease.

Section X.15. Estoppel Certificates. Within ten (10) days after any request therefor by Landlord, Tenant shall execute, acknowledge and deliver to Landlord a written certificate acceptable to Landlord certifying, if the same be true, as to such matters relating to this Lease, the Demised Premises or the Tenant as Landlord shall reasonably request, or, if the same be not true, stating the manner in and the extent to which the same be not true. If Tenant fails to timely do so, Landlord is hereby appointed attorney-in-fact for Tenant for the sole purpose of giving such estoppel certificate and the information contained in the estoppel certificate shall be deemed true.

Section X.16. Broker's Commission. Each of the parties represents and warrants that neither party has dealt with any real estate broker in the negotiation or making of this Lease, and there are no claims for brokerage commissions or finders' fees in connection with the execution of this Lease, and agrees to indemnify the other against, and hold it harmless from, all liability arising from any such claim including without limitation, the cost of attorneys' fees (whether incurred in court, out of court, on appeal or in bankruptcy or administrative proceedings) in connection therewith.

Section X.17. Americans with Disability Act. Tenant shall maintain the Demised Premises in compliance with the Americans with Disabilities Act. Notwithstanding any other provision of this Lease to be contrary, Tenant shall comply with The Americans with Disabilities Act, and all regulations and orders promulgated pursuant thereto, as well as any related state, county and local laws, regulations and building codes (collectively the "ADA"). Tenant shall make all alterations to the Demised Premises required by the ADA and shall use and occupy the Demised Premises at all times in compliance therewith. Tenant agrees to indemnify, defend and hold Landlord harmless from and against any claims, losses or causes of action arising out of

Tenant's failure to comply with the ADA as required above. Any alterations made by Tenant during the term of this Lease shall be in compliance with the ADA and all other requirements of this Lease.

Section X.18. Time of the Essence. Time is of the essence in this Lease.

Section X.19. This Lease, at the option of the Landlord or Landlord's Mortgagee, may be and at all times after notice thereof shall be subject and subordinate to any and present and future mortgages, security deeds, or encumbrances which may be placed by the Landlord on said Demised Premises or any part thereof. The Tenant covenants and agrees to execute upon demand of the Landlord all instruments subordinating this Lease to the lien of any mortgage or mortgages, security deeds, or encumbrances as shall be required by the landlord. The Tenant hereby irrevocably appoints Landlord as attorney in fact of the Tenant, with power to execute and deliver, without subjecting Landlord to liability of any kind, such instrument or instruments for and in the name of the Tenant, in the event the Tenant shall fail to execute such instruments within five (5) days after written notice to do so is given to the Tenant. Provided, however, anything to the contrary contained herein notwithstanding, such mortgagee or encumbrance holder shall recognize the validity and continuance of this Lease in the event of a foreclosure of Landlord's interest or otherwise, as long as Tenant shall not be in default under the terms of this Lease.

IN WITNESS WHEREOF, Landlord and Tenant have signed this lease as of the day and year first above written.

(Landlord)

LN DENTSVILLE, LLC

By: _____

Brandon Adams
Authorized Agent

[CORPORATE SEAL]

(Tenant)

David T. White (SEAL)

Print: David T. White
SSN# 242-86-2089
Driver's License Number:
242-002029473

Wagner Kirby
242-90-6198
DL# 20172915
Wagner
MAY 1, 2007

RIDER

To the extent that the following Special Stipulations conflict with any of the printed provisions of this Lease the Special Stipulations shall control.

TENANT IS ACCEPTING SPACE 100% IN AS IS CONDITION.

TRANSFER FEE IS \$500.00. WHEN THE OWNERSHIP OF THE BUSINESS IS TRANSFERRED, THE FEE IS PAID BY THE NEW OWNER OF THE BUSINESS.

When the Tenant vacates the premises, the signage must be taken down within 2 (two) days, otherwise a \$500.00 fee is due and payable to the landlord. This is pursuant to government regulations.

A 10% LATE FEE IS CHARGED AFTER THE 5TH OF THE MONTH.

DOCUMENT AND RESEARCH FEE: THERE IS A CHARGE OF \$350.00 FOR EACH REQUEST FOR COPIES OR RESEARCH OF DOCUMENTS BY THE TENANT THAT HE OR SHE HAS BEEN GIVEN ORIGINALS OR COPIES BUT MAY HAVE LOST OR MISPLACED THE DOCUMENTS.

LEASE TERMS:

1. Rental period shall begin May 1, 2007 and end February 28, 2012.
2. Tenant may exercise one option to renew at \$22,000.00 per month for a period of 5 years within 90 days of February 28, 2010.
3. Minimum Rent shall be \$20,000.00 per month and includes all CAM and taxes.
4. Tenant shall have Eight (8) months free rent for build out. First rental payment is due on February 1, 2008.
5. May 2007 Rent + Security Deposit (\$20,000.00) Totaling \$40,000.00 is due upon signing of this lease.

Tenant has already made payment in the amount of \$20,000.00 leaving Total Owed: \$20,000.00

Brandon G. Adams

Diell Z. [Signature]
[Signature]

STATE OF SOUTH CAROLINA)
COUNTY OF CHEROKEE)
Sponsor:)
NEW COVENANT CHURCH - Covenant)
Christian Academy)
Promoter:)
KIRBY Enterprises of Columbia SC Inc)

**CLASS B
EMPLOYMENT CONTRACT**

THIS AGREEMENT, made and entered into between NEW COVENANT CHURCH - Covenant Christian Academy a South Carolina Non-Profit Organization, Federal EI# 57-0646485, South Carolina Admission Bingo License Number #800003224, herein referred to as "SPONSOR" and Kirby Enterprises of Columbia SC Inc, P O Box 2267, Gaffney, South Carolina, Federal E I #57-1055496, hereinafter referred to as "PROMOTER".

1. WHEREAS, the PROMOTER is willing to be employed by SPONSOR, and SPONSOR is willing to employ PROMOTER, on the terms, covenants, and conditions set forth in Chapter 21 of Title 12 of the 1976 South Carolina Code of Laws, as amended, and under such other terms, covenants and conditions as re hereinafter set forth, and
2. WHEREAS, the SPONSOR is an Eleemosynary Corporation formed for charitable purposes and operating in South Carolina and is in need of funds, and
3. WHEREAS, the PROMOTER is a promotional agency, incorporated and licensed in the State of South Carolina, skilled in promoting bingo games for the benefit of charitable organizations and/or educational institutions, and
4. WHEREAS, the SPONSOR is desirous of raising funds to be used for its charitable purposes, and the PROMOTER is interested in aiding the SPONSOR in raising said funds, and
5. WHEREAS, all parties hereto agree to strictly comply with the State of South Carolina "BINGO ACT" as became law without the Governor's signature on June 20, 1996 (EFFECTIVE 10/01/97) with any amendments thereto.
6. NOW THEREFORE BE IT RESOLVED, that for the reasons set forth above, and in consideration of the mutual promises and agreements hereinafter set forth, Sponsor and Promoter agree as follows:

**SECTION ONE
EMPLOYMENT**

SPONSOR hereby employs, engages and hires PROMOTER to manage, operate, or conduct session(s) of bingo at 2768 Decker Blvd, Columbia, SC (or wherever license is TRANSFERRED to by SC DoR upon request of licensee) on, during such hours as determined by the PROMOTER as being the most appropriate, but RESTRICTED to the time frame between 12:00 Noon and 2:00 am.

**SECTION TWO
OTHER EMPLOYEES**

PROMOTER shall hire and supervise bingo game personnel who assist with running the bingo session(s), prepare and maintain records and employ a bookkeeping service to assist with preparing monthly financial reports as required under the "BINGO ACT" enacted OCTOBER 01, 1997. SPONSOR shall pay for PROMOTER services, bingo game personnel and bookkeeping services from the bingo game proceeds.



PROMOTER, shall submit an application for a PROMOTER'S License every twelve months to the South Carolina Department of Revenue. The application shall have a LIST attached which must include the name, address, social security and driver's license number of ALL persons working for the PROMOTER at the bingo game. The responsible party for all employment taxes/etc will be that of the PROMOTER.

WHEN the Promoter is notified by either the South Carolina Department of Revenue or the State Law Enforcement Division of South Carolina that an employee of the promoter that works at the bingo game has been convicted of a felony, gambling offense, criminal fraud, or a crime that has a sentence of two or more years...that person so identified shall be TERMINATED from employment immediately in compliance with the BINGO ACT of South Carolina.

A member of the NON-PROFIT ORGANIZATION, other than the promoter, is NOT required to be present, but is encouraged to be present at the CLOSE OF EACH BINGO GAME as required by Section 12-21-4080 of The Code of Laws of South Carolina.

PROMOTER will notify the SC Department of Revenue, in writing of any changes in the information supplied on the application.

SECTION THREE BEST EFFORTS

PROMOTER agrees that he will at all times faithfully, industriously, and to the best of his ability, experience and talents perform all of the duties that may be required of and from him pursuant to the express and implicit terms hereof, to the reasonable satisfaction of SPONSOR.

SECTION FOUR TERMS OF EMPLOYMENT

This AGREEMENT shall begin on May 01, 2008 and expire on December 31, 2009 subject, however, to prior termination as hereinafter provided. At the EXPIRATION date of December 31, 2009 this AGREEMENT shall be considered RENEWED for a regular period of one (1) year at each year-end period, provided neither party submits a NOTICE OF TERMINATION.

SECTION FIVE BINGO EQUIPMENT AND BUILDING

PROMOTER agrees to LEASE to SPONSOR, and SPONSOR agrees to LEASE from PROMOTER all the necessary BINGO EQUIPMENT, FURNITURE and FIXTURES for the operation of the bingo games at the rate of \$1,000.00 per month (which includes Sales Tax) during the term of this contract.

PROMOTER agrees to LEASE to SPONSOR, and SPONSOR agrees to LEASE from PROMOTER the necessary BUILDING space for the operation of the bingo games at the rate of \$ 10,000.00 per month during the term of this contract - the UTILITIES will also be paid to the Promoter as they are on a RATIO of SQUARE FOOTAGE - this was "Ok-ed" by DoR due to the structure of the building. SPONSOR will be responsible for any and all MAINTENANCE and REPAIRS to the leased property during the term of this contract.

SECTION SIX
DISPOSITION OF SESSION RECEIPTS

UPON the completion of EACH SESSION, the PROMOTER shall TURN OVER to the SPONSOR ORGANIZATION'S designated member representative (OR THE PROMOTER REP) the PROCEEDS of the session LESS the amount PAID OUT as PRIZES.....TAXES collected for DEPOSIT in the SPONSOR'S Bingo Account as required under Section 12-21-4090 of the SC BINGO ACT.

At the conclusion of EACH bingo game session, the SPONSOR ORGANIZATION MEMBER representative shall be responsible for COLLECTION of the gross proceeds for DEPOSIT and must obtain a SIGNED RECEIPT from the PROMOTER for the amount of such proceeds.

SPONSOR ORGANIZATION MEMBER representative (or the PROMOTER REP) shall proceed to deposit without delay ALL such proceeds into the NIGHT DEPOSIT facility of the designated Financial Institution which maintains the BINGO Checking Account.

ALL BINGO CHECKING and SAVINGS ACCOUNTS shall be UNDER the DIRECT CONTROL of the SPONSOR ORGANIZATION and ONLY to be EXPENDED UPON the SIGNATURE of the PERSON DESIGNATED as the SPONSOR Representative.

SECTION SEVEN
PRIZES OF FIVE HUNDRED DOLLARS OR MORE

PROMOTER shall ensure, in the instance of PAYMENT of a PRIZE VALUED at FIVE HUNDRED DOLLARS (\$500.00) or MORE, the SPONSOR reports to the South Carolina Department of Revenue and to the Internal Revenue Service the name, address, social security number of the recipient and the value of the prize awarded.

PROMOTER shall ensure the SPONSOR withholds SC STATE TAX at the rate of 7% on ALL BINGO PRIZES paid in the amount of \$500.00 or MORE.

SECTION EIGHT
COMPENSATION OF PROMOTOR

In ADDITION to the SPONSOR paying the COST of PROMOTOR'S LICENSES and SLED'S statements, the PROMOTER shall be compensated in the amount of FIVE DOLLARS (\$5.00) per person/per session of bingo games. As an additional INCENTIVE to the PROMOTER, the SPONSOR will pay an ANNUAL BONUS of FOURTY PERCENT (40%) of NET INCOME from BINGO Operations AFTER deducting \$12,000.00 Net Income reserved for the benefit of the SPONSOR and its charitable causes and \$20,000.00 to be held back as working capital. The BONUS to be paid at the CLOSE of YEAR-END of EACH YEAR with the check issued within FOUR (4) Months of year-end to allow time for the accounting firm to close the books and make the actual computation.

SECTION NINE
CONCESSIONS

UNLESS otherwise stipulated by addendum to this contract, the PROMOTER shall assume the responsibility and liability for, and receive the TOTAL PROFITS from the operation of any drink or food concessions SOLD during the bingo session(s).

**SECTION TEN
EXCESS UNEXPENDED BINGO PROCEEDS**

SPONSOR shall issue checks drawn on the BINGO ACCOUNT to pay ALL expenses connected with the operation of the bingo games.

EXCESS Bingo Proceeds in the BINGO ACCOUNT which are NOT deemed at risk for Operation of successive Bingo Games MAY at the discretion of the SPONSOR ORGANIZATION'S member representative be TRANSFERRED into a "Bingo Savings Account" to EARN interest until needed as outlined under SECTION 12-21-4090 of the BINGO ACT effective OCTOBER 01, 1997.

**SECTION ELEVEN
ACCOUNTANT RESPONSIBILITIES**

For a FEE TO BE NEGOTIATED and paid from the Bingo Proceeds, the Accountant shall be responsible for and perform the following service:

- 1) With SPONSOR'S and/or PROMOTER'S assistance, update the BINGO LICENSE APPLICATION for the Non-Profit SPONSOR Organization as required by Section 12-21-3940 of The Code of Laws of South Carolina.
- 2) Upon notification by SPONSOR and/or PROMOTER, advise SC Department of Revenue of any changes in the above submitted information.
- 3) With SPONSOR'S and/or PROMOTER'S assistance, ANNUALLY prepare the PROMOTER Application for the PROMOTER as required by Section 12-21-3970 of The Code of Laws of South Carolina.
- 4) Upon notification by Sponsor and/or PROMOTER, advise SC Department of Revenue of any changes in the above submitted information.
- 5) Notify the South Carolina Department of Revenue, upon receipt of such information from the SPONSOR, the name and required details of the PROMOTER designated by the SPONSOR as required by Section 12-21-3955 of The Code of Laws of South Carolina.
- 6) Assist SPONSOR Non-Profit Organization in acquiring a SURETY BOND for the sponsor of bingo games as required by Section 12-21-4230 of The Code of Laws of South Carolina.
- 7) Assist PROMOTOR in acquiring a SURETY BOND for the operation of bingo games as required by Section 12-21-4230 of The Code of Laws of South Carolina.
- 8) Maintain accounting filed and accumulate information, based on data records supplied by SPONSOR and/or PROMOTER.
- 9) From the accounting filed and accumulated information referred to in item #8 above, the accountant will prepare the following reports:
 - A) Quarterly Financial Statement for a Non-Profit Organization as required by Section 12-21-3940 of The Code of Laws of South Carolina.
 - B) Advise the South Carolina Department of Revenue of any changes in the above submitted information.

C) Quarterly Employer Contribution Report (Form UCE-101) as required by the South Carolina Employment Security Commission.

D) Employer's Annual Federal Unemployment Tax Return (Form 940).

E) Employer's Quarterly Federal Tax Return (Form 941).

F) Statement of Game Winnings (Form W-2G) ANNUALLY for EACH BINGO Winner of \$500.00 or more to the South Carolina Department of Revenue.

10) Reconciliation of ALL checking/banking accounts pertaining to BINGO OPERATIONS.

11) Monthly Financial Statement of Bingo Operations for distribution to BOTH the SPONSOR and PROMOTOR.

SECTION TWELVE PROMOTOR'S INABILITY TO CONTRACT FOR SPONSOR

NOTWITHSTANDING anything herein contained to the contrary, PROMOTER shall NOT have the right to make any contracts or commitments for or on behalf of SPONSOR without FIRST obtaining the WRITTEN consent of SPONSOR.

SECTION THIRTEEN AGREEMENTS OUTSIDE CONTRACT

This CONTRACT CONTAINS the COMPLETE AGREEMENT concerning the employment agreement between the parties and shall, as of the effective date here of, supersede all other agreements between the parties. The parties stipulate that neither of them has made any representation with respect to the subject matter of this agreement or any representation including the execution and delivery hereof except such representations as are specifically set forth herein and each of the parties hereto acknowledges that they have relied on their own judgement in entering into this agreement.

The parties hereto further acknowledge that any payments or representations that may have heretofore been made either of them to the other are of no effect and that neither of them has relied thereon in connection with this dealings with the other.

SECTION FOURTEEN MODIFICATION OF CONTRACT

NO WAIVER or MODIFICATION of this AGREEMENT or of any covenant, condition, or limitation herein contained shall be valid UNLESS in WRITING and duly executed by the party to be charged therewith and no evidence of any waiver or modification shall be offered or received in evidence of any proceeding, arbitration, or litigation between the parties hereto arising out of or effecting this agreement, or the rights or obligations of the parties hereunder, UNLESS such waiver or modification is in WRITING, duly executed as aforesaid, and the parties further agree that the provisions of this section may not be waived except as herein set forth.

SECTION FIFTEEN TERMINATION

This AGREEMENT may be TERMINATED by either party on NINETY (90) days' WRITTEN NOTICE to the other. Such termination will result in dismissal without prejudice and all parties agree neither will harass, cause harassment or interfere with the other party either personally or professionally at all times thereafter.

PROVIDED, however, in the event of any violation by PROMOTER of any of the terms or covenants of the contract SPONSOR may TERMINATE employment without notice and with pay only to the date of such termination. It is further agreed that any breach or evasion of any of the terms of this contract by either party hereto will result in immediate and irreparable injury to the other party and will authorize recourse to injunction and/or specific performance as well as to all other legal or equitable remedies to which such injured party may be entitled hereunder.

SECTION SIXTEEN FINANCES, LIABILITY FOR TAXES, PENALTIES, INTEREST OR FINES

All parties acknowledge that SPONSOR and PROMOTER are jointly and severally liable for all taxes, penalties, interest and fines imposed by the Federal Internal Revenue Service of the 1976 South Carolina Code of Laws, as amended. However, PROMOTER agrees that he is at all times PRIMARILY liable.

SECTION SEVENTEEN INJUNCTIVE RELIEF

SPONSOR hereby acknowledges that the services to be rendered hereunder are of a unique, special and of extraordinary character which would be difficult or impossible for SPONSOR to replace, and by reason thereof, PROMOTER hereby agrees that for violation of any of the provisions of this agreement, SPONSOR shall, in addition to any other rights and remedies available hereunder at law or otherwise, be entitled to an injunction to be issued by any court of competent jurisdiction enjoining and restraining PROMOTER from committing any violation of this agreement, and PROMOTER hereby consents to the issuance of such injunction.

SECTION EIGHTEEN COMMUNICATIONS TO SPONSOR

From the time this agreement commences until the termination thereof, PROMOTER shall communicate and channel to SPONSOR all knowledge, business and customer contracts and any other matters of information which could concern or be in any way beneficial to the business of SPONSOR, whether acquired by PROMOTER before or during term of this agreement; provided, however, that nothing hereunder shall be construed as requiring such communications where the information is lawfully protected from disclosure as a trade secret of a third party.

Any such information communicated to SPONSOR as aforesaid shall be and remain the property of SPONSOR, notwithstanding the subsequent termination of this agreement.

SECTION NINETEEN BINDING EFFECT

This agreement shall be binding and shall inure to the benefit of any successor or successors of SPONSOR and the personal representatives of PROMOTER.

SECTION TWENTY
LAW TO CONTRACT

This agreement shall be governed by the law of the State of South Carolina.

IN WITNESS WHEREOF, the parties have hereunto executed this agreement at GAFFNEY, South Carolina, this 15th day of May 2007. Also witness receipt of a copy of the BINGO ACT effective OCTOBER 01, 1997 for their reference.

SPONSOR:
NEW COVENANT CHURCH - Covenant Christian
Academy

By: John L. Vestnager Jr.
Name
President
Title

PROMOTOR:
KIRBY Enterprises of Columbia SC Inc

By: [Signature]
Title: Pres

WITNESSES:

[Signature]
Dina M. Reid

SWORN to before me this 15th day of
May 2007
[Signature]
Notary Public for South Carolina

Richland County Commercial Building Permit

Planning & Development Services

2020 Hampton Street
P.O. Box 192
Columbia, SC 29202

(803) 576-2190 ... Tel
(803) 576-2181 ... Fax

PERMIT NUMBER	ISSUED DATE	JOB COST	PERMIT COST	ISSUED BY
0703002	06/12/2007	\$ 100000.00	\$ 905.00	hannahd

LOCATION	2768 Decker Unit D Ste 100 Blvd Columbia, SC 29206		SUBDIVISION	0703002					
	TMS#	16908-03-03		LOT	M070 4043				
		USEZONE			GC		UTILITIES...	P070 4092	
					FLOODZONE			Electri	
MOBILEDECAL			Sewer						
MOBILEMODEL			Gas						
OWNER	Wayne K Kirby ()		CONTRACTOR	Hemphill and Assoc Inc					
APPLICAN	Hemphill and Assoc Inc, 803 732 2012			Hemphill and Asso Inc					
SUB-CONTRs...	CO		LICENSES...	DOE					
Electrical			General						
Plumbing			Electrical						
Mechanical			Mechanical						
			Plumbing						

DESCRIPTION OF WORK	SETBACKS...	ZONING	25	CUSTOM
interior upfit for comedy club	Front			
	Back		20	
	Sides		None	
NATURE OF WORK	Combined			
Addition/Remodel	Corner			
REPORT CODE	DIMENSIONS...	#STORIES	0	
437 - Additions: Non-Residential & Non-Housekeeping	SQUARE FOOTAGE		0sq. Ft.	
OCCUPANCY TYPE	SINGLE FAMILY ONLY	#BATHROOMS	0	
A-2 Assembly, nightclubs		#BEDROOMS	0	
CONSTRUCTION TYPE		TOTAL ROOMS	0	
VB				

This permit becomes null and void if work or construction authorized is not commenced within six (6) months, or if construction or work is suspended or abandoned for a period of six (6) months at any time after work is started. Demolition Permits and permits issued on unsafe properties are null and void after 30 days of issuance.

I hereby certify that I have read and examined this document and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. Granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction.



Signature of Contractor or Authorized Agent: *hannahd* Date: *06/12/2007*

Approved By: *FINAL OK* Date: *06/12/2007*

WEBSITE: <http://BuildingDepartment.com/projects> PERMIT NUMBER: 0703002 PERMIT PIN: 319011

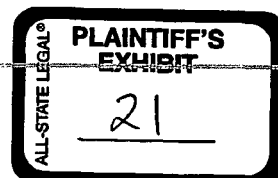
Save Time & Money with Online Permits and Inspections. Go To: www.buildingdepartment.com

printed June 12, 2007

Richland County 02

R-355

Bingo Spaces			
HEMPHILL & ASSOCIATES			
DESCRIPTION	QUANTITY	COST	TOTALS
STARTUP COST	1	2,500.00	2,500.00
PERMIT AND ETC.	1	3,500.00	3,500.00
SITEWORK/GRADING	1	0.00	0.00
PATCH CONCRETE	1	2,500.00	2,500.00
FOOTINGS STEPS	1700	5.00	8,500.00
FRAMING	1700	5.00	8,500.00
FLOOR COVERING	30000	1.00	30,000.00
DEMOLITION	1	5,000.00	5,000.00
DRYWALL	8	2,800.00	22,400.00
TRIM AND CASING	1	2,500.00	2,500.00
DOORS AND HARDWARE	1	3,200.00	3,200.00
MATERIAL PACKAGE	1	24,000.00	24,000.00
SPRINKLER SYSTEM	1	8,500.00	8,500.00
BATHROOM ACCESSORS	1	2,200.00	2,200.00
PLATFORMS	1	6,500.00	6,500.00
ROOF WORK	12	1,100.00	13,200.00
HEAT AND AC	30	1,600.00	48,000.00
PLUMBING	16	1,100.00	17,600.00
ELECTRICAL	1	25,000.00	25,000.00
WINDOWS	1	4,000.00	4,000.00
PAINTING	1	12,000.00	12,000.00
BATHROOM ACCESSORS PARTITIONS	1	12,500.00	12,500.00
DUMPSTREER	1	2,500.00	2,500.00
HANDRAILS	1	2,800.00	2,800.00
MISC. STEEL	1	1,500.00	1,500.00
CONT. CLEAN-UP	1	1,800.00	1,800.00
SUPERVISION	7	1,100.00	7,700.00
INSULATION	1	6,500.00	6,500.00
FINAL CLEAN-UP	1	1,500.00	1,500.00
		SUB-TOTAL	286,400.00
		FEE	30,000.00
		TOTAL PROJECT	\$316,400.00



STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Boykin Contracting, Inc.

Plaintiff,

v.

LN Dentsville Square, LLC and K.
Wayne Kirby d/b/a Carolina Gold Bingo,

Defendants.

OFFICE OF THE REGISTER
OF DEEDS

CERTIFICATE AND NOTICE
OF MECHANIC'S LIEN

Book 1472-1745

2008085038 10/27/2008 10:10:21-463

Fee: \$10.00 County Tax: \$0.00

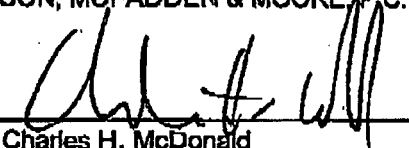
Mechanics Lien
State Tax: \$0.00



NOTICE IS HEREBY GIVEN that the Plaintiff is owed seventy-three thousand nine hundred twenty-five and 40/100 dollars (\$73,925.40), as is more fully shown on the verified statement of account attached hereto and made a part of this notice as Attachment A, for labor and materials furnished in connection with the improvement of real property located at 2768 Decker Blvd., Suite 300, Columbia, South Carolina, known Carolina Gold Bingo in Dentsville Square, bearing tax map number R16908-03-20.

Less than ninety (90) days have elapsed since Plaintiff last furnished materials and labor for such improvements and Plaintiff has a lien against the Defendants' respective interests in the property and the improvements in the amount of \$73,925.40, together with attorney's fees, interest and costs.

ROBINSON, MCFADDEN & MOORE, P.C.

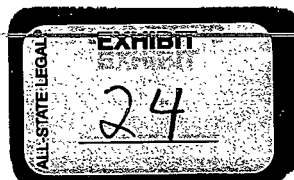
By: 

Charles H. McDonald
Post Office Box 944
Columbia, SC 29202
(803) 779-8900
Attorneys for Plaintiff

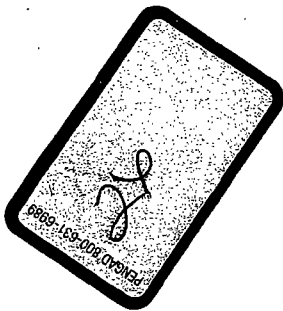
SWORN to before me this 27th
day of October, 2008.


Notary Public for South Carolina

My Commission Expires: April 4, 2018



NEW COVENANT CHURCH
STATEMENT OF INCOME AND EXPENSE
CURRENT MONTH AND YEAR-TO-DATE ENDED DECEMBER 31, 2008



NEW COVENANT CHURCH
CLASS B BINGO
2768 DECKER BOULEVARD
Columbia, SC 29206

FEDERAL EIN 57-0646485

SC ADMISSIONS BINGO LICENSE:
#80000322-4
LICENSE EXPIRES: PERMANENT

PROMOTOR:
KIRBY ENTERPRISES OF COLUMBIA
PROMOTOR LICENSE:
#80000514-5
LICENSE EXPIRES: JUNE 03, 2009

B I N G O R E V E N U E S

BINGO REVENUES	\$	(255,594.00)	(92.14)	\$ (1,724,703.75)	(91.69)
ENTRANCE FEES COLLECTED		(21,805.00)	(7.86)	(156,285.00)	(8.31)
TOTAL BINGO REVENUES		(277,399.00)	(100.00)	(1,880,988.75)	(100.00)

B I N G O P R I Z E S

CASH PRIZES	163,075.00	58.79	1,105,236.00	58.76	
CASH (OVER)/SHORT	736.00	.27	2,519.78	.13	
NSF CHECKS RETURNED	494.74	.18	594.74	.03	
TOTAL BINGO PRIZES		164,305.74	59.23	1,108,350.52	58.92

TOTAL NET BINGO REVENUES	(113,093.26)	(40.77)	(772,638.23)	(41.08)

B I N G O O P E R A T I N G
E X P E N S E S

ADVERTISING & PROMOTIONAL	2,703.70	.97	32,431.60	1.72
BANK SERVICE CHARGES	287.31	.10	1,387.50	.07
BINGO SUPPLIES/CARDS & ETC	13,503.41	4.87	106,916.06	5.68
EMPLOYEE WELFARE/CUST GOODWILL	400.00	.14	400.00	.02
HEAT LIGHTS & WATER	2,875.64	1.04	29,038.59	1.54
INSURANCE-GENERAL/WORKMEN COMP	20.00	.01	6,723.00	.36
LEGAL & ACCOUNTING	1,490.00	.54	7,810.00	.42
MAINT & REPAIRS-FURN & EQUIP	6,016.77	2.17	6,243.16	.33
MAINT & REPAIRS-LEASEHOLD	10,683.92	3.85	74,311.30	3.95
MAINT & REPAIRS-OTH/PEST CONT	100.00	.04	600.00	.03
MAINT & REPAIRS-SUPPLIES	4,347.61	1.57	21,866.75	1.16
MAINTENANCE-CLEANING/SUPPLIES	773.50	.28	7,817.52	.42
OFFICE SUPPLIES	69.51	.03	3,348.91	.18

PREPARED PER BOOKS, WITHOUT AUDIT

NEW COVENANT CHURCH
STATEMENT OF INCOME AND EXPENSE
CURRENT MONTH AND YEAR-TO-DATE ENDED DECEMBER 31, 2008

	CURRENT PERIOD	%	YEAR TO DATE	%
POSTAGE	.00	.00	63.10	.00
PROMOTOR FEE	7,436.13	2.68	58,846.16	3.13
RENT-BUILDING & EQUIPMENT	15,965.51	5.76	81,309.30	4.32
SECURITY SERVICES	1,996.95	.72	14,020.27	.75
TAX-EMPLOYER'S FICA	(992.42)	(.36)	5,898.43	.31
TAX-SALE OF BINGO CARDS	39,869.00	14.37	186,104.59	9.89
TELEPHONE	.00	.00	2,182.95	.12
TRASH REMOVAL SERVICE	226.30	.08	2,441.20	.13
TRANSPORTING BINGO PLAYERS	12,250.00	4.42	64,454.00	3.43
WAGES & SALARIES	20,594.39	7.42	103,895.85	5.52
 TOTAL OPERATING EXPENSES	 140,617.23	 50.69	 818,110.24	 43.49
 BINGO (INCOME) OR LOSS	 27,523.97	 9.92	 45,472.01	 2.42
 OTHER INCOME				
TOTAL OTHER INCOME	.00	.00	.00	.00
 BINGO NET (INCOME) OR LOSS	 \$ 27,523.97	 9.92	 \$ 45,472.01	 2.42

PREPARED PER BOOKS, WITHOUT AUDIT

COPY

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Boykin Contracting, Inc.,

Plaintiff,

vs.

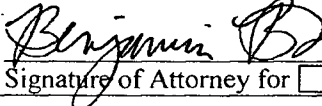
K. Wayne Kirby d/b/a Carolina Gold Bingo

Defendant.

IN THE COURT OF COMMON PLAS
FOR THE FIFTH JUDICIAL CIRCUIT

CASE NO.: 2009-CP-40-00179

**MOTION AND ORDER INFORMATION
FORM AND COVERSHEET**

Plaintiff's Attorney: Charles H. McDonald, Bar No. _____ Address: 1901 Main Street Columbia, SC 29202 Phone: _____ Fax _____ E-mail: _____ Other: _____		Defendant's Attorney: Benjamin C. Bruner, Bar No. 73544 Address: PO Box 61110 Columbia, SC 29260-1110 Phone: 803-252-7693 Fax 803-753-0060 E-mail: bbruner@brunerpowell.com Other: _____	
☒ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III) ☐ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III) ☐ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)			
SECTION I: Hearing Information Nature of Motion: Motion to Reconsider, Alter, or Amend Estimated Time Needed: 20 minutes Court Reporter Needed: ☒ YES / ☐ NO			
SECTION II: Motion/Order Type ☒ Written motion attached ☐ Form Motion/Order I hereby move for relief or action by the court as set forth in the attached proposed order.  Signature of Attorney for ☐ Plaintiff / ☒ Defendant January 13, 2012 Date submitted			
SECTION III: Motion Fee ☒ PAID - AMOUNT: \$ _____ ☐ EXEMPT: (check reason) ☐ Rule to Show Cause in Child or Spousal Support ☐ Domestic Abuse or Abuse and Neglect ☐ Indigent Status ☐ State Agency v. Indigent Party ☐ Sexually Violent Predator Act ☐ Post-Conviction Relief ☐ Motion for Stay in Bankruptcy ☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP) ☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions Name of Court Reporter: _____ ☐ Other: _____			
JUDGE'S SECTION ☐ Motion Fee to be paid upon filing of the attached order. ☐ Other: _____		JUDGE CODE _____ Date: _____	
CLERK'S VERIFICATION Collected by: _____ Date Filed: _____ ☐ MOTION FEE COLLECTED: \$ _____ ☐ CONTESTED - AMOUNT DUE: \$ _____			

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS
FOR THE FIFTH JUDICIAL CIRCUIT

Boykin Contracting, Inc.,)
Plaintiff,)

C/A No.: 2009-CP-40-0179

v.)

**NOTICE OF MOTION AND
MOTION TO RECONSIDER, ALTER,
OR AMEND JUDGMENT**

K. Wayne Kirby d/b/a Carolina Gold Bingo,)
Defendant.)

2012 JAN 13 PM 4:32
FILED
RICHLAND COUNTY
CLERK OF COURT
P. & G.S.

TO: CHARLES H. MCDONALD, ESQUIRE, ATTORNEY FOR THE PLAINTIFF

YOU WILL PLEASE TAKE NOTICE that Defendant, K. Wayne Kirby ("Defendant"), by and through his undersigned counsel, will move before the Presiding Judge of the Fifth Judicial Circuit, at the Richland County Judicial Center at 1701 Main Street in Columbia, South Carolina, on the 10th day after service hereof, or soon thereafter as counsel can be heard, for an Order pursuant to Rules 52 and 59 of the South Carolina Rules of Civil Procedure reconsidering, altering, or amending the Court's Order filed in this case on December 30, 2011 and received by the undersigned on January 3, 2012, upon the following grounds:

1. The Court's finding that the Defendant was involved in the project in his individual capacity, relied heavily on the fact that the Defendant's name appears as the "owner" on the building permit application, the building permit, and the certificate of occupancy.
2. The "owner" information on the building permit and Certificate of Occupancy is derived from the building permit application, which neither the Plaintiff nor the Defendant completed.
3. In order to hold that the Defendant's name on these records is evidence of his involvement in the project, the fact-finder must assume the individual who completed the form

believed that to be true.

4. The record contains no evidence of the mental impressions or beliefs of the individual who completed the building permit application.

5. The uncontroverted evidence at trial established the actual owner of the building was LN Dentsville Square, LLC.

6. Therefore, the "owner" information on the building permit and Certificate of Occupancy is inaccurate and unreliable.

7. The evidence in the record illustrates that Tom Brock approached Wayne Kirby about working on the project.

8. If indeed neither Brock nor Kirby was aware of the other's corporate identity, certainly the well-experienced contractor, who was actively seeking the work, was in a better position to clarify the relationship than was the Defendant.

9. However, Boykin clearly knew it who it was working for because all of the Plaintiff's records for the project show it was working for Carolina Bingo, rather than for Kirby individually. None of these documents name the Defendant.

10. It was uncontested at trial that Carolina Bingo was a business operated by New Covenant Church and Kirby Enterprises, not a trade name the Defendant used.

11. The Court's finding that the Plaintiff's work was clearly for the benefit of the Defendant disregards the uncontested evidence that the purpose of the project was the operation of Carolina Gold and the evidence establishing how Carolina was structured.

12. The record contains no evidence that the Defendant received any money or other benefit directly from the Plaintiff or from Carolina Gold.

13. The Defendant made no profit on the lease, nor did the Plaintiff present evidence

of any other benefit the Defendant may have received; New Covenant Church made the lease payment each month directly to LN Dentsville Square, LLC.

14. Any benefit the Defendant received was through Kirby Enterprises, and, therefore, was incidental. See Myrtle Beach Hosp., Inc. v. City of Myrtle Beach, 341 S.C. 1, 532 S.E.2d 868 (2000).

15. “It is generally recognized that a corporation is an entity that is separate and distinct from, and its debts are not the individual debts of, its officers and stockholders.” Mid-S. Mgt. Co. Inc. v. Sherwood Dev. Corp., 374 S.C. 588, 597, 649 S.E.2d 135, 140 (Ct. App. 2007).

16. A plaintiff may pursue a corporate obligation against an owner if he establishes grounds for piercing the corporate veil or if he establishes the corporation was the alter ego of the owner. *See, e.g., Sturkie v. Sifly*, 280 S.C. 453, 313 S.E.2d 316 (Ct. App. 1984); *and Drury Dev. Corp. v. Found. Ins. Co.*, 380 S.C. 97, 668 S.E.2d 798 (2008).

17. The Defendant testified at trial that whether he receives a salary from Kirby Enterprises depends on how the company performs each year.

18. The Plaintiff presented no evidence that Kirby received more money from Kirby Enterprises as a result of the Plaintiff's work or, for that matter, as a result of the Carolina Bingo operation.

19. Nor did the Plaintiff present any evidence that the Defendant engaged in any fraudulent or wrongful activity.

20. By finding that the Plaintiff is entitled to recover from the Defendant in quantum meruit for benefits the Plaintiff conferred on Kirby Enterprises, the Court held the Plaintiff was entitled to an award against notwithstanding the Plaintiff's failure to establish—or even allege—a proper basis to disregard the corporate identity.

21. The evidence in the record established that Boykin's work benefitted the entire building, not just the space intended for Carolina Gold.

22. In its findings of fact, the Court held Boykin performed work in the rear area of the building where the electrical panels were located, did lighting work in the back *areas not associated with the main bingo floor*, ran power to the 20 roof top HV AC units, and worked on repairing certain exterior lights that had ceased working.

23. Boykin's witnesses testified that they performed an extensive amount of work to the rear electrical panel room.

24. Moreover, Boykin's witnesses conceded that the rear electrical panel room served the entire building, not just the one-third of the building dedicated to Carolina Bingo.

25. The Court found Kirby Enterprises was the promoter for Carolina Gold, and the Defendant presented evidence that New Covenant Church was the nonprofit organization conducting the game.

26. The Defendant presented uncontested evidence at trial that Carolina Gold was formed and operated in accordance with South Carolina law, which allows a nonprofit organization to hire a promoter.

27. The contract between Kirby Enterprises and New Covenant Church establish that the church benefitted from the bingo operation.

28. The evidence related to the church's financial statements show that New Covenant Church received substantial sums of money from Carolina Gold.

29. The only evidence related to the Defendant's offsets was the Defendant's testimony and copies of checks totaling \$7,500.

30. The Defendant contended at trial that the repairs were to correct the Plaintiff's work, and the Plaintiff presented no testimony, documentation, or other evidence to the contrary.

Accordingly, the Defendant moves this Court for an Order finding that the Plaintiff is not entitled to any on its claims against the Defendant in his individual capacity. In the alternative, the Defendant would request that the Court reconsider the damages awarded as set forth above and issue an Order with an appropriately reduced damage award. The Defendant further requests an opportunity for a hearing on the issues and grounds contained in this Motion.

This Motion may be further supported by the record in the case, by affidavits, by memoranda, and by such cases as have been made and provided. Pursuant to Rule 11, SCRCP, the undersigned certifies that he has consulted with opposing counsel before filing this Motion.



E. Wade Mullins, III
Benjamin C. Bruner
Bruner, Powell, Wall & Mullins, LLC
P.O. Box 61110
Columbia, SC 29260
803-252-7693
Attorneys for the Defendant

January 13, 2012

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND	)	
Boykin Contracting, Inc.	)	Case No.: 2009-CP-40-0179
	)	
Plaintiff,	)	
	)	
v.	)	RETURN TO DEFENDANT'S
	)	MOTION TO RECONSIDER, ALTER,
K. Wayne Kirby d/b/a Carolina Gold	)	OR AMEND JUDGMENT
Bingo,	)	
	)	
Defendant.	)	

This matter came before the Court for a bench trial on Wednesday, November 16, 2011. On December 30, 2011, the Court filed its order granting judgment to Plaintiff Boykin Contracting, Inc. The Defendant filed its "Motion to Reconsider, Alter or Amend Judgment" on January 13, 2012. For the following reasons, the Court should deny the Defendant's motion:

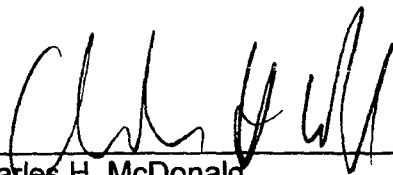
1. The Court's findings of fact are supported by the evidence presented at trial.

Defendant's motion essentially raises three issues as to findings of fact: (1) insufficient evidence to establish personal liability of K. Wayne Kirby; (2) insufficient evidence to establish that a benefit was conferred to K. Wayne Kirby by Boykin Contracting in the amount found by the Court; and (3) evidence required finding in favor of K. Wayne Kirby on set-off claim. With respect to items (1) and (2) above, the record contained substantial evidence of the individual involvement of K. Wayne Kirby in the upfit of the space used for the bingo hall as well as the benefit conferred to him by Boykin. Likewise, there was sufficient evidence presented that the work performed by Boykin benefited Kirby individually; and, that with respect to Boykin, Kirby was acting in

his individual capacity. There was also sufficient evidence presented that Kirby understood, or should have understood, that Boykin was performing work with the expectation that payment would come from him. Lastly, with respect to the set-off defense and counterclaim, the Court's findings are properly supported by the evidence presented at trial. A review of the Order shows numerous cites to trial exhibits and witness testimony which clearly support the findings of fact.

2. The Court has not misunderstood or failed to fully consider any of the issues raised by the Defendant nor has the Court made an error of law.

Kirby mistakenly claims that by finding personal liability on the part of K. Wayne Kirby, the Court pierced the corporate veil of Kirby Enterprises. First, Boykin neither pled nor sought recovery under a theory of piercing the corporate veil. Second, nothing in the Court's findings of fact or conclusions of law relied upon or referenced any theory of piercing the corporate veil. Lastly, it was not necessary to pierce to corporate veil of Kirby Enterprises as the evidence established that the relationship giving rise to liability under *quantum meruit* was between Boykin Contracting and K. Wayne Kirby not Kirby Enterprises.



Charles H. McDonald
ROBINSON, MCFADDEN & MOORE, P.C.
Post Office Box 944
Columbia, SC 29202
(803) 779-8900

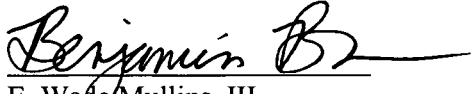
Counsel for Plaintiff Boykin Contracting

January 24, 2012

Certificate of Counsel

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

October 29, 2012


E. Wade Mullins, III
Benjamin C. Bruner
Bruner, Powell, Wall & Mullins, LLC
P.O. Box 61110
Columbia, South Carolina 29260
(P) 803-252-7693
(F) 803-753-0060

Attorneys for the Appellant