21266

ORIGINAL

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM PICKENS COUNTY COURT OF COMMON PLEAS
Charles B. Simmons, Jr., Special Referee

Case No. 2008-CP-39-56
Appellate Case No. 2013-002154

Palmetto State Enterprises, LLC,

Respondent,

v.

Clegg Lamar Greene a/k/a Lamar Greene, Juleene Greene, a/k/a Julie Greene, J & P Enterprises of the Carolinas, Inc., and Gaston Engineering, Inc.,

Of Which

Defendants,

J & P Enterprises of the Carolinas, Inc. is the

Appellant.

RECORD ON APPEAL

Dated: March 28, 2014

Scott F. Talley
TALLEY LAW FIRM, P.A.
2500 Winchester Place, Suite 100
Spartanburg, South Carolina 29301
(864) 595-2966
Attorney for Appellant J&P Enterprises of the Carolinas, Inc.

David R. Price, Jr.
P.O. Box 2446
Greenville, SC 29602
Attorney for Respondent

Record on Appeal Index

1. Order of Reference signed September 14, 2012.....2
2. Order of Judgment filed August 30, 2013.....5
3. Complaint filed January 10, 2008 in the Circuit Court of Pickens County, South Carolina, Civil Division – Case No. 2008-CP-3900056.....29
4. Amended Complaint filed January 10, 2012.....37
5. Answer filed February 14, 2012.....46
6. Transcript of Record for hearing held May 9-10, 2013.....50
7. Plaintiff's Trial Exhibit No. 1.....157
8. Plaintiff's Trial Exhibit No. 2.....267
9. Plaintiff's Trial Exhibit No. 3.....316
10. Plaintiff's Trial Exhibit No. 4.....321
11. Plaintiff's Trial Exhibit No. 5.....349
12. Plaintiff's Trial Exhibit No. 6.....372
13. Plaintiff's Trial Exhibit No. 7.....384
14. Plaintiff's Trial Exhibit No. 8.....400
15. Plaintiff's Trial Exhibit No. 12, Deposition of Ron West.....401
16. Plaintiff's Trial Exhibit No. 13, Deposition of Brenda Pressley.....418
17. Plaintiff's Trial Exhibit No. 14-A and 14-B, Deposition of Lamar Greene.....434
18. Certificate of Counsel.....610

STATE OF SOUTH CAROLINA)
)
COUNTY OF PICKENS)

IN THE COURT OF COMMON PLEAS

Palmetto State Enterprises, LLC,

Plaintiff,

v.

Lamar Greene, J & P Enterprises of the Carolinas, Inc., Julie Greene, Gaston Engineering, Inc. and Morgan and Bartos Builders, LLC,

Defendants.

And

Lamar Greene,

Third Party Plaintiff,

v.

Mike Brown and Ron West,

Third Party Defendants.

ORDER

C. A. No. 2008-CP-42-56

This matter was on the Common Pleas docket for the week beginning August 13, 2012. Prior to the call of the case, the Court conducted a roster meeting with the attorneys for Plaintiff and Defendants Lamar Greene, J&P Enterprises of the Carolinas, Inc. and Julie Greene. At the conclusion of the roster meeting, all parties consented to placing this matter on the non-jury docket. In addition, the parties informed the Court that they would agree upon a Special Referee to hear this matter at a date and time convenient to the parties as well as the Referee.

Counsel for the Defendants Lamar Greene, J&P Enterprises of the Carolinas, Inc. and Julie Greene requested the Court hear certain motions regarding matters in the Plaintiff's Amended Complaint. The Court allowed Defendants' counsel to make the motions.

As to Plaintiff's First Cause of Action in the Amended Complaint, counsel for the aforementioned Defendants moved that it be dismissed as to Defendant Julie Greene. Plaintiff's

emrdh

counsel objected due to lack of notice on said motion. Therefore, the motion is not properly before the Court.

As to Plaintiff's Second and Third Causes of Action in the Amended Complaint, counsel for the aforementioned Defendants moved that the Court strike these causes of action as the relief requested was now moot. Plaintiff's counsel acknowledged that an accounting, as requested, would be entered, in effect, by the Special Referee and that the death of Defendant Lamar Greene negated the need to proceed with the Third Cause of Action; therefore, it is dismissed.

As to Plaintiff's Fourth Cause of Action in the Amended Complaint, counsel for the aforementioned Defendants moved that the Court dismiss it as to Defendant Julie Greene. Plaintiff's counsel objected due to lack of notice on said motion. Therefore, the motion is not properly before the Court.

As to the Seventh Cause of Action in the Amended Complaint, counsel for the aforementioned Defendants moved that it be dismissed for its failure to set forth the required elements of a cause of action alleging fraud. Counsel for the Plaintiff informed the Court that while one allegation does state the word "fraud," the allegations set forth a cause of action for conversion against Defendants Lamar Greene, J&P Enterprises of the Carolinas, Inc. and Julie Greene. Counsel for the aforementioned Defendants withdrew the motion to dismiss this cause of action with the understanding that it is now a conversion cause of action and Plaintiff is not alleging fraud.

THEREFORE, it is ordered as follows:

1. This matter shall be placed on the non-jury roster for Pickens County.
2. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that this matter is referred to the Honorable Charles B. Simmons, Jr., as Special Referee for Pickens County for the purpose of taking testimony and evidence and issuing a final decree as to all issues raised in this action with any appeal therefrom to be to the South Carolina Court of Appeals. The Special Referee shall retain jurisdiction to perform all necessary acts incident to this action,

RMD 8/2

and the Special Referee shall retain jurisdiction to hear any action contesting the validity of the action or any motions pursuant to the South Carolina Rules of Civil Procedure, including, but not limited to, Rule 60 (b).

It is so ordered this 14th day of ~~August~~ Sept, 2012.

R. Markley Dennis, Jr.
Circuit Court Judge

Moncks Corner, SC

cmd 8/3

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2008 CP-39-56

David R. Price, Jr,
Palmetto State Enterprises, LLC
PLAINTIFF(S)

Scott F. Talley
Lamar Greene, et. al.
DEFENDANT(S)

Submitted by: David R. Price, Jr.

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), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

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

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

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

2013 AUG 30 PM 2 23
CLERK OF COURT
PICKENS COUNTY
SOUTH CAROLINA

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 (List amount(s) below)
Palmetto State Enterprises, LLC	Lamar Greene	$804,821.10
	J&P Enterprises of the Carolinas, Inc.	$154,772.65
	Julie Greene	$1,285.97

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

3. 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 8/28/13

For Clerk of Court Office Use Only

This judgment was entered on the 30 day of Aug 20 13 and a copy mailed first class or placed in the appropriate attorney's box on this 30 day of Aug, 20 13 to attorneys of record or to parties (when appearing pro se) as follows:

David R. Price, Jr., Esq.
P.O. Box 2446
Greenville, SC 29602

Scott F. Talley, Esq.
2500 Winchester Place, Ste. 100
Spartanburg, SC 29301
Attorney for J&P Enterprises of the Carolinas and Julie Greene

Dan Hunt, Esq. as P.R. for Estate of Lamar Greene
502 North A Street
Easley, SC 29640

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

2013 AUG 30 PM 2 23
CLERK OF COURT
PICKENS COUNTY
SOUTH CAROLINA

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF PICKENS	)	Case No. 2008-CP-39-56
Palmetto State Enterprises, LLC,	)	
Plaintiff,	)	
vs.	)	**ORDER OF JUDGMENT AGAINST CLEGG LAMAR GREENE, JULEENE GREENE, AND J & P ENTERPRISES OF THE CAROLINAS, INC.**
Clegg Lamar Greene a/k/a Lamar Greene, Juleene Greene a/k/a Julie Greene, J & P Enterprises of the Carolinas, Inc., and Gaston Engineering, Inc.,	)	
Defendants.	)	

2013 AUG 30 PM 2:23
CLERK OF COURT
PICKENS COUNTY
SOUTH CAROLINA

Pursuant to Rule 53, SCRCP, the above-entitled matter was referred to the undersigned to make appropriate findings of facts and conclusions of law with authority to enter a final judgment. Any appeal from this Order is to the Court of Appeals.

Pursuant to the said Order of Reference, a hearing was held on May 9 and May 10, 2013, attended by Michael L. Brown ("Mike Brown"), an authorized representative of Plaintiff Palmetto State Enterprises, LLC ("Palmetto State"); Plaintiff's attorneys David R. Price, Jr. and Raymond T. Wooten; defendant Juleene Greene ("Julie Greene"); Jeffrey Greene ("Jeff Greene"), an authorized representative of defendant J & P Enterprises of the Carolinas, Inc. ("J & P Enterprises"); Scott F. Talley, attorney for defendants Juleene Greene and J & P Enterprises; and Daniel E. Hunt, as Personal Representative of the Estate of Clegg Lamar Greene a/k/a Lamar Greene.

At the hearing, testimony was taken from Mike Brown, Jeff Greene and Julie Greene. The Court also reviewed deposition testimony from Ronald West; Brenda Pressley, CPA; Dwight Morgan; and Lamar Greene. At the conclusion of the hearing, the Court issued its ruling from the bench based on the testimony and evidence, including multiple specific findings of fact that are part of the record of the hearing. Based on those findings of fact, this Court finds, conclude, and order as follows:

1. This Court finds that, as member-manager of Palmetto State, Lamar Greene had a duty to keep good records of financial dealings.

2. This Court finds that Lamar Greene did not keep sufficient records, including no corporate minutes, invoices, receipts, or other documentation that would allow determination whether expenditures were company business or personal in nature, whether expenditures were necessary or gratuitous, or whether expenditures were authorized by the other members of the LLC.

3. Lamar Greene is deceased, however, this Court reviewed and carefully considered his deposition testimony given in this matter prior to his death. This Court finds that Lamar Greene has significant credibility issues because of his poor to non-existent record keeping and the appearance of significant self-dealing. It is obvious to the Court, and Lamar Greene admitted in his deposition, that multiple expenditures of Palmetto State funds were personal in nature, including expenditures for plastic surgery and furniture for his personal residences. In addition, I find that Mr. Greene had a clear intention to misrepresent the use of certain expenditures in the records that were kept, including, but not limited to, his purchases from Tom James clothier and the construction loan proceeds paid pursuant to invoices from "Gaston Engineering."

4. This Court further finds that Lamar Greene failed to report any income from Palmetto States on his personal income tax returns during the years in question, despite admissions that multiple expenditures were personal in nature. I also find Lamar Greene failed to report any income from Palmetto States on tax returns for J & P Enterprises during the years in question, despite evidence that the funds paid to J & P Enterprises were never repaid to Palmetto States.

5. This Court also finds that Mike Brown is the living person in the best position to identify financial dealings or expenditures of Palmetto State funds by Lamar Greene that were not legitimate company business or otherwise authorized by the other members of the LLC. Mr. Brown has clearly spent significant time investigating the matter, and this Court finds that he has sufficient knowledge of company business to identify unauthorized expenditures, both by virtue of his service as manager of the LLC after discovery of the financial irregularities in or about September 2007, as well as by virtue of his work with Palmetto State prior to becoming manager.

6. This Court finds that to recover in an action for conversion, the plaintiff must prove the following elements:

(1) an interest by the plaintiff in the thing converted;

(2) the defendant converted the property to his own use; and

(3) the use was without the plaintiff's permission.

7. Despite this Court's findings regarding the relative credibility of the testimony of Mr. Brown to that of Lamar Greene, this Court is required to recognize that Plaintiff carries the burden of proof in this matter.

8. In support of its allegations of conversion by Lamar Greene and/or J&P Enterprises, Plaintiff presented the following exhibits, consisting of spreadsheet summaries and supporting documentation for each charge:

a. Plaintiff's Exhibit 1: Summary of First Citizens Unallowable Charges;

b. Plaintiff's Exhibit 2: Summary of Regions Account Unallowable Charges;

c. Plaintiff's Exhibit 3: Summary of NBSC Unallowable Charges;

d. Plaintiff's Exhibit 4: Summary of Greenville First Bank Payments ;

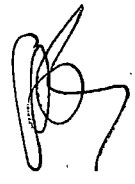
e. Plaintiff's Exhibit 5: Summary of Lamar Greene's Salary History;

f. Plaintiff's Exhibit 6: Summary of Undocumented/ No Receipt Cash Withdrawals from First Citizens; and

g. Plaintiff's Exhibit 7: Summary of Gaston Engineering Change Orders, with Invoices, Orders and Checks attached.

9. Although this Court finds that Plaintiff has proven by preponderance of the evidence that funds were converted by Lamar Greene, J & P Enterprises, and Julie Greene, this Court does not find that Plaintiff has carried its burden to prove by preponderance of the evidence that all of the charges presented by Plaintiff constituted conversion.

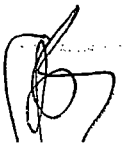
10. In making its ruling, this Court considered each of the above-referenced spreadsheet summaries and supporting documentation, together with the testimony regarding same. At the conclusion of the hearing, this Court addressed each exhibit item-by-item, and made a ruling as to which expenditures this Court found constituted wrongful conversion, and which expenditures to which Plaintiff failed to meet its burden of proof.



11. The Court has attached hereto revised spreadsheets marked Exhibits A-G, which are incorporated herein by reference. Those charges for which Plaintiff has failed to meet its burden of proof as to conversion are struck through on the attached exhibits and are not included on the total calculation of damages shown on each exhibit. Those charges for which this Court finds that only Lamar Green is liable for converting are highlighted in yellow. Those charges for which the Court finds that both Lamar Greene and J & P Enterprises are liable for converting are highlighted in green. And those charges for which the Court finds that Julie Greene shares liability for converting are highlighted in blue.

12. This Court finds that Plaintiff has proven by preponderance of the evidence that Lamar Greene converted $804,821.10 of Palmetto State funds from 2005 to 2007. Of that total, I find that $648,762.48 was converted for the personal benefit of Lamar Greene; that Julie Green participated with Lamar Greene and is liable for converting $1,285.97 for her own benefit; and that $154,772.65 was converted by Lamar Greene through his capacity as officer of J & P Enterprises of the Carolinas, Inc., for the benefit of J & P Enterprises. These calculations are shown on Exhibit H attached hereto and incorporated herein by reference.

13. This Court also finds that Plaintiff has met its burden of proof in proving each element of conversion as to Lamar Greene for the entire $804,821.10 of Palmetto State funds that were converted. I find that Palmetto State had an interest in the funds that were converted; that Lamar Greene used the funds for non-business related reasons without the permission of the other members of the LLC; and that he converted the property to his own use, either for personal use or for use by the corporation for which he



was president and majority shareholder. I therefore find that Lamar Greene is jointly and severally liable for the entire amount converted.

14. This Court recognizes that one of the required elements of conversion is that the defendant has converted the property to its own use. This Court finds that Plaintiff has not met its burden of proof that J & P Enterprises benefitted from the $684,040.16 converted by Lamar Greene solely for his personal benefit. Accordingly, I decline to hold J & P Enterprises jointly and severally liable for that amount.

15. This Court therefore awards judgment in favor of Plaintiff against J & P Enterprises and Lamar Greene, jointly and severally, in the amount of $154,772.65 in actual damages.

16. Although Plaintiff presented evidence that Julie Greene participated in Lamar Greene's conversion of funds, and that she benefitted from same as the wife of Lamar Greene and employee of J & P Enterprises, this Court finds that the vast majority of acts undertaken by Julie Greene which Plaintiff argues furthered the conversion were actually performed by Ms. Greene in her capacity as an employee/bookkeeper of J & P Enterprises and at the direction of Lamar Greene, and/or that Julie Greene did not directly benefit from most of the funds converted.

17. This Court does find that Julie Greene knowingly converted $2,571.93 of Palmetto States funds paid to Clyde Turney Builders for work performed on her personal home, because she was aware of the source of the funds, participated in drafting the check, and directly benefited from the conversion, and I therefore find that she should be liable for one-half (1/2) this amount totaling $1,285.97. However, I find that Plaintiff has

failed to meet its burden of proof as to the balance of funds allegedly converted by Ms. Greene.

18. This Court therefore awards judgment in favor of Plaintiff against Julie Greene and Lamar Greene, jointly and severally, in the amount of $1,285.97 actual damages, which is one-half (1/2) of the $2,571.93 that she participated in converting.

19. This Court awards additional judgment in favor of Plaintiff against Lamar Greene, solely, in the amount of $648,762.48 actual damages.

20. Plaintiff seeks pre-judgment interest on the funds converted. I find that the damages awarded Plaintiff do not meet the statutory requirement and the criteria under the case law to qualify as a sum certain entitling Plaintiff to pre-judgment interest.[1]

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Plaintiff Palmetto State Enterprises, Inc., is entitled to judgment against defendant J & P Enterprises of the Carolinas, Inc., and/or Clegg Lamar Greene a/k/a Lamar Greene, jointly and severally, in the amount of $154,772.65 in damages, together with post-judgment interest at the rate of 7.25% compounded annually from the date of entry of Plaintiff's judgment until paid in full.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff Palmetto State Enterprises, Inc., is entitled to judgment against defendant Juleene Greene, a/k/a Julie Greene, and/or Clegg Lamar Greene a/k/a Lamar Greene, jointly and severally, in the amount of $1,285.97 in damages, together with post-judgment interest at

[1] Defendants further argue that Plaintiff's demand was not specifically pled. Because the this Court finds that Plaintiff is not entitled to pre-judgment interest on other grounds, this Court declines to issue a ruling on that issue.

the rate of 7.25% compounded annually from the date of entry of Plaintiff's judgment until paid in full.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff Palmetto State Enterprises, Inc., is entitled to judgment against defendant Clegg Lamar Greene a/k/a Lamar Greene, solely, in the amount of $684,040.16 in damages, together with post-judgment interest at the rate of 7.25% compounded annually from the date of entry of Plaintiff's judgment until paid in full. J & P Enterprises and Julie Greene are not jointly and severally liable for this portion of the judgment.

IT IS SO ORDERED this _____ day of _____, 2013.

The Honorable Charles B. Simmons, Jr.
Special Referee for Pickens County

Pickens, South Carolina
Date: 8/28/13

2013 AUG 30 PM 2 23
CLERK OF COURT
PICKENS COUNTY
SOUTH CAROLINA

Send Result Report

KYOCERA

MFP
CS-3050

Firmware Version 2GR_2000.010.012 2007.05.11

Job No. : 065223 **Total Time** : -°--'--" **Page** : 009

Canceled

Document : doc20131003152049

No.	Date and Time	Destination	Times	Type	Result	Resolution / ECM
001	10/03/2013 15:20	Scott	-°--'--"	E-mail	CANCELED	300x300 / --

EXHIBIT A TO ORDER OF JUDGMENT

First Citizens Account Unallowable Charges

Number	Page No.	Date	Check No.	Payee	Amount
1	2	1/4/2005	1001	Clemson Towers	$ 4,000.00
2	2	1/18/2005	1005	Clemson Towers	$ 3,000.00
3	2	1/25/2005	1007	J & P Enterprises Loan	$ 2,500.00
4	2	1/9/2005	1002	J & P Enterprises Loan	$ 2,000.00
5	4	2/1/2005	1008	J & P Enterprises Loan	$ 2,500.00
6	4	2/3/2005	1010	Clemson Towers	$ 8,000.00
7	4	2/3/2005	1011	Carolina First SPUR Interest	$ 800.00
8	4	2/7/2005	1012	Clemson Towers	$ 4,000.00
9	4	2/1/2005	1009	J & P Enterprises Loan	$ 2,450.00
10	4	2/14/2005	1015	J & P Enterprises Loan	$ 2,000.00
~~11~~	~~5~~	~~2/5/2005~~	~~1032~~	~~Mike Rogers-Labor SPUR~~	~~$ 603.00~~
~~12~~	~~4~~	~~2/10/2005~~	~~1013~~	~~Danny Cain Labor SPUR~~	~~$ 500.00~~
~~13~~	~~4~~	~~2/15/2005~~	~~1016~~	~~Mike Rogers-Labor SPUR~~	~~$ 335.00~~
~~14~~	~~5~~	~~2/25/2005~~	~~1022~~	~~Danny Cain Labor SPUR~~	~~$ 868.00~~
15	5	2/22/2005	1019	Lowes Unit 202 SPUR	$ 3,814.00
16	5	2/26/2005	1020	Barton Builder Spur Cabinet	$ 4,260.00
17	7	2/16/2005	1017	Star Granite SPUR-502	$ 2,100.00
18	9	2/26/2005	1023	C.H. Martin Engineering SPUR	$ 2,000.00
19	7	2/28/2005	1024	J & P Enterprises Loan	$ 15,000.00
~~20~~	~~7~~	~~3/10/2005~~	~~1033~~	~~Danny Cain Labor SPUR~~	~~$ 500.00~~
~~21~~	~~7~~	~~3/16/2005~~	~~1029~~	~~Lew Jordan Spur Land~~	~~$ 5,657.00~~
~~22~~	~~9~~	~~3/18/2005~~	~~1036~~	~~Mike Rogers-Labor SPUR~~	~~$ 338.00~~
~~23~~	~~7~~	~~3/21/2005~~	~~1033~~	~~Danny Cain Labor SPUR~~	~~$ 500.00~~
24	17	9/27/2005	1049	Tom James Engineering SPUR	$ 2,691.00
25	9	4/3/2005	1037	J & P Enterprises Loan	$ 1,000.00
~~26~~	~~9~~	~~4/19/2005~~	~~1038~~	~~Clemson Towers Home Owners Assoc.~~	~~$ 900.00~~
27	12	5/18/2005	1043	Page, Scranton, etc. legal	$ 135.00
~~28~~	~~10~~	~~5/8/2005~~	~~1039~~	~~Miss Teen Pegeant~~	~~$ 300.00~~
29	11	6/2/2005	Other Debits	Ncmc Mortgage	$ 1,361.00
~~30~~	~~12~~	~~6/9/2005~~	~~1046~~	~~Barton Builder Spur Cabinet~~	~~$ 2,000.00~~
~~31~~	~~12~~	~~6/9/2005~~	~~1047~~	~~Palmetto States Enterprises~~	~~$ 100,000.00~~
~~32~~		~~11/5/2005~~	~~1122~~	~~Gary Elder Loan Repayment~~	~~$ 8,401.00~~
33		11/10/2005	1123	Tom James Engineering Tuscaloosa	$ 2,691.00
34		11/16/2005	1128	Al Bell-Debt repayment	$ 10,000.00
~~35~~		~~11/16/2005~~	~~1126~~	~~MAC Club~~	~~$ 1,100.00~~
~~36~~		~~11/16/2005~~	~~1127~~	~~MAC Club~~	~~$ 1,100.00~~
37		12/17/2005	1139	Grading Company	$ 1,500.00
38	20	1/21/2006	1159	Tom James Engineer	$ 2,139.00
~~39~~		~~12/24/2005~~	~~1144~~	~~??? Grass Tuscaloosa~~	~~$ 2,000.00~~
~~40~~		~~12/27/2005~~	~~1153~~	~~Mike Huizinga, Orlando Air Travel~~	~~$ 2,900.00~~
~~41~~	~~19~~	~~1/10/2006~~	~~1154~~	~~Regions Bank~~	~~$ 3,000.00~~
~~42~~	~~19~~	~~1/20/2006~~	~~1157~~	~~Ramon Arech...Labor SPUR~~	~~$ 504.00~~
~~44~~	~~24~~	~~1/29/2006~~	~~1183~~	~~Ray arch...Labor SPUR~~	~~$ 208.00~~
~~45~~	~~24~~	~~1/29/2006~~	~~1184~~	~~H.C...Labor Spur~~	~~$ 160.00~~
46	23	1/31/2006	1160	J & P Enterprises Loan	$ 8,543.00
47	23	1/30/2006	1161	Riverpoint II Dock Association	$ 500.00
48	23	2/6/2006	1164	Steel Bar-J & P	$ 3,817.00
49	24	2/8/2006	1190	Al Bell Consulting Agreement	$ 5,000.00
~~50~~	~~24~~	~~2/15/2006~~	~~1192~~	~~Lamar Greene Bonus~~	~~$ 7,500.00~~
51	24	2/21/2006	1193	J & P Enterprises Loan	$ 3,567.00
52	25	2/22/2006	1194	J & P Enterprises Loan	$ 3,461.00
~~53~~	~~24~~	~~2/15/2006~~	~~1191~~	~~Home Depot SPUR Supplies~~	~~$ 4,479.00~~
54	27	3/5/2006	1199	Tom James Tuscaloosa Engr.	$ 2,000.00
55	27	3/10/2006	1200	Carolina Plastic Surgery	$ 13,000.00

~~56~~	~~27~~	~~3/17/2006~~	~~1203~~	~~William Fowler Elect. Tuscaloosa~~	~~$ 2,500.00~~
57	30	3/29/2006	1062	CPS	$ 5,000.00
58	30	4/7/2006	1065	Al Bell-Consulting Agreement	$ 5,000.00
59	30	4/9/2006	1066	Lowe's	$ 5,000.00
~~60~~	~~30~~	~~4/21/2006~~	~~1068~~	~~Danny Cain~~	~~$ 500.00~~
61	30	4/27/2006	1072	J & P Enterprises,reimbursement for pilot	$ 4,000.00
~~62~~	~~34~~	~~4/30/2006~~	~~1076~~	~~Antonio Clay~~	~~$ 100.00~~
~~63~~	~~34~~	~~4/30/2006~~	~~1075~~	~~Dwayne Coleman~~	~~$ 150.00~~
64	34	5/2/2006	1079	Julienne Greene	$ 4,000.00
65	34	5/1/2006	1078	Tom James-Engineering Tuscaloosa	$ 2,079.00
66	35	5/12/2006	1086	Clemson University	$ 2,600.00
~~67~~	~~35~~	~~5/6/2006~~	~~1084~~	~~Palmetto States Enterprises~~	~~$ 3,000.00~~
~~68~~	~~35~~	~~5/6/2006~~	~~1173~~	~~Anthony Waters~~	~~$ 1,000.00~~
69	35	5/14/2006	1087	Daren Bruce Ministries	$ 1,000.00
70	36	5/19/2006	1177	Al Bell Consulting Agreement	$ 5,000.00
71	36	5/24/2006	1179	J & P Enterprises Loan	$ 6,500.00
~~72~~	~~35~~	~~5/25/2006~~	~~1088~~	~~Palmetto States Enterprises- Travel Charleston~~	~~$ 3,500.00~~
~~73~~	~~36~~	~~5/12/2006~~	~~1176~~	~~Rocky McIntosh~~	~~$ 3,600.00~~
~~74~~	~~39~~	~~6/6/2006~~	~~1277~~	~~Palmetto State Enterprises-Transfer Travel Expense~~	~~$ 2,500.00~~
75	38	6/26/2006	1	May J & P Enterprises Loan	$ 5,000.00
76	38	6/22/2006	1215	Furniture Showcase-SPUR Decorating	$ 6,792.00
77	39	6/6/2006	1278	Glen Justice SPUR 201 Labor	$ 2,700.00
~~78~~	~~38~~	~~6/1/2006~~	~~1273~~	~~Talley Law Firm SPUR legal~~	~~$ 2,262.00~~
79	39	6/7/2006	1280	Furniture Showcase-SPUR Decorating	$ 2,496.00
80	39	6/19/1996	1285	Al Bell-Consulting Agreement	$ 5,000.00
81	41	6/23/2006	1216	J & P Enterprises	$ 3,000.00
~~82~~	~~41~~	~~7/5/2006~~	~~1218~~	~~Tommy Biershank SPUR~~	~~$ 550.00~~
83	41	7/17/1960	1226	Furniture Showcase-101	$ 15,000.00
84	41	7/7/2006	1219	Mark Wilson-101	$ 1,500.00
85	41	7/13/2006	1221	Dale Watts	$ 1,100.00
86	41	7/15/2006	1225	Nevada Bob's Advertising	$ 724.00
~~87~~	~~42~~	~~7/22/2006~~	~~1292~~	~~Air Travel WVU 1100 Club Golf Tourn.~~	~~$ 2,765.00~~
88	42	7/28/2006	1294	Al Bell-Consulting Agreement	$ 5,000.00
~~89~~	~~46~~	~~8/1/2006~~	~~1295~~	~~B & E, Engineering Testing Blacksburg~~	~~$ 558.00~~
90	45	8/3/2006	1227	J & P Enterprises Salary	$ 5,000.00
91	45	8/16/2006	1231	J & P Enterprises Loan	$ 8,900.00
92	45	8/15/2006	1233	Lew Jordan	$ 14,470.00
93	45	8/19/2006	1232	Furniture Showcase-SPUR Decorating	$ 10,000.00
95	46	8/26/2006	1244	Floyd Elliott	$ 13,500.00
~~96~~	~~45~~	~~8/21/2006~~	~~1237~~	~~Tommy Biershank~~	~~$ 2,500.00~~
97	46	8/23/2006	1240	Al Bell Consulting Agreement	$ 5,000.00
98	46	8/1/2006	1297	Clemson Automotive	$ 835.00
99	50	9/12/2006	1303	J & P Enterprises Loan	$ 2,500.00
100	50	9/6/2006	1248	Clemson Ath Dept.	$ 1,500.00
101	50	9/18/2006	1252	J & P Enterprises Loan	$ 2,500.00
102	55	9/28/2006	1308	Al Bell- Consulting Agreement	$ 5,000.00
~~103~~	~~54~~	~~No Date~~	~~1254~~	~~Jeff Greene~~	~~$ 6,250.00~~
104	54	10/10/2006	1258	J & P Enterprises Loan	$ 6,000.00
~~105~~	~~69~~	~~10/12/2006~~	~~1314~~	~~Tony Gibson~~	~~$ 4,000.00~~
106	55	10/13/2006	1313	Furniture Showcase-SPUR Decorating	$ 5,000.00
~~107~~		~~10/14/2006~~	~~1315~~	~~YAHU Inc. Morgantown Travel~~	~~$ 2,610.00~~
108	59	10/17/2006	1264	Li Thorghlan Parts Loan	$ 8,146.00
109	56	10/25/2006	1322	J & P Enterprises Loan	$ 7,875.00
110	59	10/31/2006	1327	J & P Enterprises Loan	$ 5,880.00
111	59	10/31/2006	1328	Al Bell-Consulting Agreement	$ 5,000.00
112	59	10/23/2006	1320	B & E Enterprises, SPUR advertising	$ 1,236.00
113	54	10/10/2006	1257	J & P Enterprises SPUR Landscaping	$ 2,248.00
114	61	11/28/2006	1426	Al Bell- Consulting Agreement	$ 5,000.00
115	64	12/8/2006	1401	Darren Bruce Ministries	$ 500.00
~~116~~	~~64~~	~~12/9/2006~~	~~1403~~	~~Lamar Greene repay~~	~~$ 3,000.00~~

~~117~~	~~65~~	~~11/27/2006~~	~~1425~~	~~J & P Enterprises Loan~~	~~$ 2,000.00~~
118	66	12/27/2006	1438	Darren Bruce Ministries	$ 1,500.00
119	65	12/26/2006	1430	william Buchanon SPUR Legal	$ 1,000.00
120	66	12/27/2006	1438	Al Bell-Consulting Agreement	$ 5,000.00
~~121~~	~~69~~		~~1305~~	~~Bill Kluck, SPUR Painting~~	~~$ 200.00~~
~~122~~	~~70~~	~~1/1/2007~~	~~1440~~	~~YAHU , Atlanta, Jax~~	~~$ 2,900.00~~
123	70	1/17/2007	1417	Lew Jordan Loan repayment	$ 20,000.00
124	71	1/3/2007	1446	Darren Bruce Ministries	$ 1,250.00
125	69	1/9/2007	1332	Furniture Showcase	$ 10,646.00
126	67	1/8/2007	1450	Consolidated Fixtures	$ 2,890.00
~~127~~	~~69~~	~~1/7/2007~~	~~1412~~	~~J & P Security~~	~~$ 2,158.00~~
~~128~~	~~69~~	~~1/9/2007~~	~~1414~~	~~Landscape Architecture,SPUR~~	~~$ 2,475.00~~
129	70	1/15/2007	1416	Carolina Real Estate	$ 10,000.00
130	74	2/2/2007	1602	Al Bell Consulting Agreement	$ 5,000.00
131	73	2/14/2007	1341	Palmetto State Enterprises, Upgrade Package	$ 3,242.00
132	107	2/26/2007	1305	Check # 1305-SPUR construction	$ 2,000.00
133	77	2/28/2007	1457	Al Bell Consulting Agreement	$ 5,000.00
~~134~~			~~1456~~	~~J & P Enterprises Loan~~	~~$ 3,961.00~~
135	77	3/27/2007	1465	Darren Bruce Ministries	$ 500.00
136	78	3/29/2007	1614	Al Bell Consulting Agreement	$ 5,000.00
137	81	4/26/2007	1352	Al Bell Consulting Agreement	$ 5,000.00
~~138~~	~~88~~	~~5/23/2007~~	~~1531~~	~~J & P Enterprises Loan~~	~~$ 3,918.00~~
~~139~~	~~86~~	~~4/4/2007~~	~~1470~~	~~ESLC Trading Company~~	~~$ 10,000.00~~
140		5/3/2007	1500	Al Bell-Loan Repayment	$ 5,000.00
141	87	5/10/2007	1521	Dale Watt Loan	$ 10,000.00
				Regions Bank Account. Travel Expenses	
142	88	5/15/2007	1527	CC/Transfer to his personal account.	$ 3,000.00
~~143~~	~~87~~	~~5/17/2007~~	~~1476~~	~~Lamar Greene Myrtle Beach Outing~~	~~$ 5,500.00~~
~~144~~	~~89~~	~~5/27/2007~~	~~1631~~	~~Lamar Greene Plane Reimbursement~~	~~$ 3,750.00~~
145	88	5/29/2007	1530	Al Bell Consulting Agreement	$ 5,000.00
146	94	6/1/2007	1636	Mike Hizuenga Loan	$ 5,000.00
147	92	6/7/2007	1483	Interior Design SPUR	$ 2,000.00
148	92	6/8/2007	1484	Carolina Tape & Supply	$ 3,280.00
150	93	6/8/2007	1540	Dig Dave's Family Reunion	$ 1,370.00
151	93	6/8/2007	1541	Band Family Reunion/calling it salary	$ 2,700.00
152	93	6/9/2007	1542	Darren Bruce Ministries	$ 4,000.00
~~153~~	~~93~~	~~6/10/2007~~	~~1543~~	~~Cindy Agnew SPUR 601~~	~~$ 500.00~~
154	**94**	**6/15/2007**	**1642**	**Clyde Turney Builder*^**	**$ 2,571.00**
		***Julie Greene to also be charged for 1/2 this amount = $1285.97**			
		^The other 1/2 to be charged to Lamar Greene only ($1285.96			
155	93	6/26/2007	1546	Floyd Elliott	$ 3,983.00
156	93	6/28/2007	1548	Al Bell Consulting Agreement	$ 5,000.00
~~157~~	~~97~~	~~6/31/2007~~	~~1648~~	~~1100 Club~~	~~$ 1,100.00~~
158	94	6/14/2007	1643	Floyd Elliott	$ 3,000.00
~~159~~	~~98~~	~~7/9/2007~~	~~1658~~	~~Anthony Waters~~	~~$ 1,500.00~~
~~160~~	~~98~~	~~7/5/2007~~	~~1654~~	~~Mike Hizuenga~~	~~$ 5,000.00~~
161	100	7/31/2007		Al Bell Consulting Agreement	$ 5,000.00
162	101	8/3/2007		Lew Jordan	$ 14,450.00
~~163~~	~~101~~	~~8/7/2007~~	~~1667~~	~~Mike Hizuenga~~	~~$ 5,000.00~~
164	101	8/9/2007	1668	J & p Security Loan Repayment?	$ 11,000.00
~~165~~	~~102~~	~~8/10/2007~~	~~1671~~	~~City of Columbia, Waste Pick-Up~~	~~$ 55.00~~
~~166~~	~~101~~	~~8/10/2007~~	~~1669~~	~~SCE &G, SPUR~~	~~$ 76.00~~
~~167~~	~~100~~	~~8/15/2007~~	~~1363~~	~~Lamar Greene SPUR Security~~	~~$ 500.00~~
~~168~~	~~102~~	~~8/17/2007~~	~~1675~~	~~SCE&G, SPUR~~	~~$ 82.35~~
169	102	8/16/2007	1672	Verizon	$ 70.47
170	100	8/11/2007	1361	Darren Bruce Ministries	$ 500.00
171	100	8/21/2007	1363	Legal Retainer	$ 10,000.00
172	106	9/9/2007	1696	Verizon	$ 62.30
173	105	9/7/2007	1490	Cindy Agnew,SPUR #505 Paint	$ 2,474.00
174	105	9/6/2007	1489	Touch of Class Cleaning	$ 150.00

175	105	8/28/2007	1368	Ross Computer Service	$	85.00
176		8/18/2007	1129	Verizon	$	62.30
		8/16/2007		Russell and Jeffcoat Unit 610	$	10,000.00
				Subtotal to/for Lamar Greene	**$**	**390,340.10**
				Subtotal to/for Julie Greene	**$**	**1,285.97**
				Subtotal to J & P Enterprises	**$**	**120,449.00**
				Total Unallowable Charges	**$**	**512,075.07**

EXHIBIT B TO ORDER OF JUDGMENT

Regions Account Unallowable Charges

Number	Statement Page Number	Date	Check Number	Payee	Amount
1	1	6/10/2005	Checkcard	Winn Dixie	$ 128.16
2	1	6/13/2005	Checkcard	Strata Plan #6	$ 1,100.00
3	1	6/16/2005	Checkcard	Strata Plan #6	$ 1,307.93
~~4~~	~~1~~	~~6/16/2005~~	~~Checkcard~~	~~Budget Car Rental~~	~~$ 152.50~~
5	1&2	6/21/2005	1004	J&P Enterprises	$ 3,000.00
~~6~~	~~3~~	~~6/24/2008~~	~~Checkcard~~	~~Raceway~~	~~$ 17.08~~
~~7~~	~~3~~	~~6/24/2008~~	~~Checkcard~~	~~Capri's Andersen~~	~~$ 21.63~~
8	4	~~7/1/2005~~	~~Checkcard~~	~~Raceway~~	~~$ 24.70~~
9	4	~~7/5/2005~~	~~Checkcard~~	~~Bilo~~	~~$ 72.47~~
10	4&5	6/29/2005	1005	Grading Company	$ 2,000.00
~~11~~	~~6~~	~~8/1/2005~~	~~Checkcard~~	~~Shell~~	~~$ 16.00~~
12	6	8/2/2005	Checkcard	Donut Connection	$ 26.00
13	6&7	8/4/2005	1011	Lew Jordan	$ 6,000.00
~~14~~	~~6&7~~	~~8/4/2005~~	~~1758~~	~~1100 Club~~	~~$ 1,100.00~~
~~15~~	~~6&7~~	~~8/5/2005~~	~~1012~~	~~Mike Hizuinga~~	~~$ 1,485.00~~
~~16~~	~~6~~	~~8/15/2005~~	~~Checkcard~~	~~Hertz~~	~~$ 56.38~~
~~17~~	~~6~~	~~8/16/2005~~	~~CheckCard~~	~~Entrprise~~	~~$ 67.94~~
18	6&7	8/16/2005	2351	J&P Enterprises	$ 6,184.65
~~19~~	~~6~~	~~8/5/2005~~	~~CheckCard~~	~~Pilot~~	~~$ 35.59~~
20	6	8/12/2005	CheckCard	Strata Plan #6	$ 1,110.00
~~21~~	~~6~~	~~8/15/2005~~	~~Checkcard~~	~~Petro South~~	~~$ 8.13~~
22A	6	8/15/2005	Checkcard	Calhoun Corners	$ 31.35
22B	6	8/15/2005	Checkcard	Calhoun Corners	$ 243.79
23	6	8/22/2005	Checkcard	Donut Connection	$ 6.97
~~24~~	~~8~~	~~9/12/2005~~	~~Checkcard~~	~~Chevron~~	~~$ 43.22~~
~~25~~	~~8~~	~~9/12/2005~~	~~Checkcard~~	~~Breakers~~	~~$ 47.54~~
26	8&9	9/23/2005	1001	J&P Enterprises	$ 2,800.00
~~27~~	~~8~~	~~9/19/2005~~	~~CheckCard~~	~~Raceway~~	~~$ 30.11~~
28	8	9/19/2005	CheckCard	Café Roca	$ 17.90
29	8	9/23/2005	CheckCard	Ace Hardware	$ 8.34
30	8	9/23/2005	CheckCard	Evangline's	$ 54.32
~~31~~	~~10~~	~~10/3/2005~~	~~CheckCard~~	~~Sunoco~~	~~$ 49.86~~
~~32~~	~~10~~	~~10/14/2005~~	~~CheckCard~~	~~Raceway~~	~~$ 35.77~~
33	10&11	10/19/2005	1023	Lamar Green	$ 3,000.00
34	10	10/24/2005	CheckCard	Evangeline's	$ 144.90
~~35~~	~~10~~	~~10/31/2005~~	~~CheckCard~~	~~Pilot~~	~~$ 35.02~~
~~36~~	~~12~~	~~11/7/2005~~	~~CheckCard~~	~~TownHouse~~	~~$ 19.68~~
~~37~~	~~14~~	~~12/2/2005~~	~~CheckCard~~	~~Pilot~~	~~$ 29.19~~
38	14	12/5/2005	CheckCard	Lowes	$ 228.92
~~39~~	~~14~~	~~12/16/2005~~	~~CheckCard~~	~~Pilot~~	~~$ 35.12~~
40	14	12/19/2005	CheckCard	Circle K	$ 33.32
				2005 Total	**$ 27,426.55**
41	15	1/10/2006	CheckCard	Sams Town Hotel	$ 2,771.92
42	15	1/11/2006	CheckCard	Sams Town Hotel	$ 1,000.00
43	15	1/12/2006	CheckCard	Sams Town Hotel	$ 771.92
44	15	1/12/2006	CheckCard	Sams Town Hotel	$ 2,000.00
45	15	1/12/2006	CheckCard	Sams Town Hotel	$ 500.00
46	15	1/17/2006	CheckCard	Sams Town Hotel	$ 500.00
47	15	1/17/2006	CheckCard	Sams Town Hotel	$ 8.09
48	15	1/17/2006	CheckCard	Sams Town Hotel	$ 1,000.00
~~49~~	~~15~~	~~1/20/2006~~	~~CheckCard~~	~~Pilot~~	~~$ 36.59~~
~~50~~	~~16~~	~~2/3/2006~~	~~CheckCard~~	~~Hot Spot~~	~~$ 31.75~~
~~51~~	~~16~~	~~2/6/2006~~	~~CheckCard~~	~~Pilot~~	~~$ 26.83~~
52	18&19	2/6/2006	1031	Buyers Choice Realty	$ 350.00
~~53~~	~~16~~	~~2/13/2006~~	~~CheckCard~~	~~Pilot~~	~~$ 29.98~~
54	16	2/13/2006	Checkcard	Pink Pony	$ 148.00
~~55~~	~~16~~	~~2/13/2006~~	~~CheckCard~~	~~Raceway~~	~~$ 18.53~~
~~56~~	~~16&17~~	~~2/15/2006~~	~~1032~~	~~Mike Hizuinga~~	~~$ 2,075.00~~
~~57~~	~~18~~	~~3/6/2006~~	~~Checkcard~~	~~Entrprise~~	~~$ 82.49~~

~~58~~	~~18~~	~~3/6/2006~~	~~CheckCard~~	~~Raceway~~	~~$ 23.00~~
~~59~~	~~18~~	~~3/13/2006~~	~~CheckCard~~	~~Shell~~	~~$ 36.48~~
~~60~~	~~18~~	~~3/13/2006~~	~~CheckCard~~	~~Pilot~~	~~$ 28.50~~
61	18&19	3/18/2006	2353	Bullock Electronics	$ 771.70
62	18&19	3/21/2006	2355	Raymond	$ 1,560.00
~~63~~	~~18~~	~~3/22/2006~~	~~Checkcard~~	~~Avis~~	~~$ 67.27~~
~~64~~	~~20~~	~~4/21/2006~~	~~CheckCard~~	~~Hot Spot~~	~~$ 44.94~~
~~65~~	~~20~~	~~4/24/2006~~	~~CheckCard~~	~~The Town House~~	~~$ 20.66~~
~~66~~	~~20~~	~~4/24/2006~~	~~CheckCard~~	~~Eat N Park~~	~~$ 29.24~~
67	20	4/27/2006	CheckCard	Evangelines	$ 59.87
68	22	5/1/2006	CheckCard	Ace Hardware	$ 104.97
69	22	5/1/2006	CheckCard	ORB	$ 13.98
70	22	5/1/2006	CheckCard	Eckerd	$ 106.33
~~71~~	~~22~~	~~5/2/2006~~	~~Checkcard~~	~~American Airlines~~	~~$ 737.80~~
~~72~~	~~22~~	~~5/2/2006~~	~~CheckCard~~	~~American Airlines~~	~~$ 737.80~~
73	22	5/19/2006	CheckCard	Sardis	$ 39.83
~~74~~	~~22~~	~~5/22/2006~~	~~Checkcard~~	~~Palms~~	~~$ 43.73~~
75	22	5/23/2006	Checkcard	Great Beach VA	$ 597.30
~~76~~	~~22~~	~~5/26/2006~~	~~Checkcard~~	~~Palms~~	~~$ 29.92~~
77	22&24	4/29/2006	2358	Lamar Greene	$ 1,234.58
78	22	5/30/2006	Checkcard	Great Beach VA	$ 4,114.63
79	22	5/30/2006	CheckCard	Harris Teeter	$ 104.21
~~80~~	~~22~~	~~5/30/2006~~	~~Checkcard~~	~~Enterprise Rental Car~~	~~$ 211.10~~
~~81~~	~~22~~	~~5/30/2006~~	~~CheckCard~~	~~Enterprise Rental Car~~	~~$ 97.17~~
82	23	5/30/2006	CheckCard	Isle of Palms	$ 27.11
83	23	5/30/2006	CheckCard	The Boathouse	$ 74.94
84	23	5/30/2006	CheckCard	The Boathouse	$ 60.00
85	23	5/30/2006	CheckCard	The Boathouse	$ 205.50
~~86~~	~~23~~	~~5/30/2006~~	~~CheckCard~~	~~Amoco~~	~~$ 23.96~~
87	23	5/30/2006	CheckCard	Chaffeurs Unlimited	$ 100.00
88	23	5/30/2006	CheckCard	High Cotton	$ 611.90
89	23	5/30/2006	CheckCard	Mt Pleasant #1	$ 114.44
~~90~~	~~23~~	~~5/30/2006~~	~~CheckCard~~	~~Shell~~	~~$ 40.56~~
91	23	5/30/2006	CheckCard	Clarey's Liquor	$ 121.31
~~92~~	~~25~~	~~6/9/2006~~	~~CheckCard~~	~~Save More~~	~~$ 33.38~~
~~93~~	~~25~~	~~6/12/2006~~	~~Checkcard~~	~~Raceway~~	~~$ 41.38~~
94	25	6/16/2006	CheckCard	Clemson Cleaners	$ 15.11
95	25	6/19/2006	CheckCard	Tiki Hut	$ 72.75
~~96~~	~~25~~	~~6/26/2006~~	~~CheckCard~~	~~Murphy~~	~~$ 60.00~~
~~97~~	~~25~~	~~6/26/2006~~	~~CheckCard~~	~~Raceway~~	~~$ 39.14~~
~~98~~	~~25~~	~~6/30/2006~~	~~CheckCard~~	~~Pilot~~	~~$ 26.84~~
~~99~~	~~26~~	~~7/7/2006~~	~~CheckCard~~	~~Pumpers 16~~	~~$ 44.72~~
~~100~~	~~26~~	~~7/10/2006~~	~~CheckCard~~	~~Circle K~~	~~$ 44.40~~
~~101~~	~~26~~	~~7/13/2006~~	~~CheckCard~~	~~Enterprise~~	~~$ 68.04~~
~~102~~	~~26~~	~~7/13/2006~~	~~CheckCard~~	~~Enterprise~~	~~$ 136.08~~
103	26	7/13/2006	CheckCard	Shoneys	$ 10.73
104	26	7/13/2006	CheckCard	Mugshors	$ 49.35
~~105~~	~~26~~	~~7/14/2006~~	~~Checkcard~~	~~BP Oil~~	~~$ 44.74~~
106	26	7/14/2006	CheckCard	Great Beach VA	$ 4,014.63
~~107~~	~~26~~	~~7/14/2006~~	~~CheckCard~~	~~Sunoco~~	~~$ 43.68~~
108	26	7/14/2006	CheckCard	Ruby Tuesday	$ 54.37
109	26	7/14/2006	CheckCard	Blue Ocean	$ 11.84
~~110~~	~~26~~	~~7/24/2006~~	~~CheckCard~~	~~Hertz~~	~~$ 115.48~~
111	26	7/27/2006	Checkcard	Pixie and Bill	$ 133.48
~~112~~	~~26~~	~~7/28/2006~~	~~Checkcard~~	~~Hot Spot~~	~~$ 27.32~~
~~113~~	~~28~~	~~8/11/2006~~	~~CheckCard~~	~~Sunoco~~	~~$ 31.16~~
~~114~~	~~28~~	~~8/14/2006~~	~~CheckCard~~	~~Amoco~~	~~$ 48.47~~
115	28	8/14/2006	Checkcard	Pot Belly Deli	$ 16.45
~~116~~	~~28~~	~~8/18/2006~~	~~CheckCard~~	~~Pilot~~	~~$ 37.93~~
~~117~~	~~28~~	~~8/21/2006~~	~~CheckCard~~	~~Shell~~	~~$ 47.83~~
~~118~~	~~28~~	~~8/28/2006~~	~~CheckCard~~	~~Shell~~	~~$ 48.14~~
119	28	8/30/2008	CheckCard	Pixie & Bills	$ 78.33
~~120~~	~~34~~	~~10/2/2008~~	~~CheckCard~~	~~Pilot~~	~~$ 35.19~~
121	32	11/13/2008	CheckCard	Rafertys	$ 39.81
~~122~~	~~32~~	~~11/20/2008~~	~~CheckCard~~	~~Hot Spot~~	~~$ 28.84~~
~~123~~	~~32~~	~~11/27/2008~~	~~CheckCard~~	~~Palms~~	~~$ 31.43~~
124	32	11/29/2006	CheckCard	BellSouth	$ 918.14
125	32	11/30/2006	CheckCard	Wild Hare Sports	$ 85.54

126	34	12/1/2006	CheckCard	Liberty Taproom	$ 46.50	
~~127~~	~~34~~	~~12/1/2006~~	~~CheckCard~~	~~Pilot~~	~~$ 33.03~~	
128	34	12/8/2006	CheckCard	Main Course	$ 35.75	
~~129~~	~~34~~	~~12/11/2006~~	~~CheckCard~~	~~US Air~~	~~$ 717.60~~	
~~130~~	~~34~~	~~12/11/2006~~	~~CheckCard~~	~~Us Air~~	~~$ 717.60~~	
131	34	12/11/2006	CheckCard	Raco	$ 34.50	
132	34	12/11/2006	CheckCard	Banda	$ 40.00	
133	34	12/11/2006	CheckCard	Banda	$ 40.00	
134	34	12/12/2006	CheckCard	Dollar General	$ 10.07	
~~135~~	~~34&35~~	~~12/18/2006~~	~~1769418~~	~~Palmetto State Enterprises~~	~~$ 6,298.50~~	
~~136~~	~~34~~	~~12/22/2006~~	~~Checkcard~~	~~Sunoco~~	~~$ 26.13~~	
				2006 Total		**$ 24,779.88**
~~137~~	~~36~~	~~1/5/2007~~	~~Checkcard~~	~~Sunoco~~	~~$ 34.73~~	
138	36	1/16/2007	Checkcard	Hampton Inn	$ 115.67	
139	36	1/16/2007	Checkcard	Wild Wing Café	$ 27.56	
~~140~~	~~36~~	~~1/19/2007~~	~~Checkcard~~	~~Pilot~~	~~$ 29.62~~	
~~141~~	~~36~~	~~1/22/2007~~	~~Checkcard~~	~~Pilot~~	~~$ 30.39~~	
~~142~~	~~36~~	~~1/26/2007~~	~~Checkcard~~	~~Sunoco~~	~~$ 23.92~~	
143	37	2/8/2007	CheckCard	Logan's Roadhouse	$ 62.37	
144	37	2/9/2007	CheckCard	Red Lobster	$ 77.53	
~~145~~	~~37~~	~~2/12/2007~~	~~Checkcard~~	~~Shell~~	~~$ 46.04~~	
146	38	3/2/2007	Checkcard	Amoco	$ 38.38	
147	38	3/27/2007	Checkcard	Pixie & Bills	$ 152.35	
~~148~~	~~38~~	~~3/30/2007~~	~~Checkcard~~	~~Hot Spot~~	~~$ 19.58~~	
~~149~~	~~41~~	~~5/7/2007~~	~~Checkcard~~	~~Sunoco~~	~~$ 40.73~~	
150	41	5/29/2007	Checkcard	Grand Strand	$ 216.02	
151	41	5/29/2007	Checkcard	Sea Mountain	$ 60.40	
152	41	5/29/2007	Checkcard	Boulineau	$ 30.45	
~~153~~	~~41~~	~~5/29/2007~~	~~Checkcard~~	~~Scotchman~~	~~$ 16.00~~	
154	41	5/30/2007	Checkcard	Monterray Mexican	$ 38.59	
~~155~~	~~41~~	~~5/30/2007~~	~~Checkcard~~	~~Pilot~~	~~$ 32.16~~	
~~156~~	~~42~~	~~6/22/2007~~	~~Checkcard~~	~~Valvoline~~	~~$ 34.38~~	
157	42	6/25/2007	Checkcard	My Garage	$ 541.97	
~~158~~	~~43~~	~~7/2/2007~~	~~Checkcard~~	~~Raceway~~	~~$ 26.08~~	
159	43	7/13/2007	Checkcard	Hot Spot	$ 36.15	
160	43	7/21/2007	Checkcard	Hot Spot	$ 24.81	
161	44	8/6/2007	Checkcard	Ruby Tuesday	$ 30.33	
~~162~~	~~44~~	~~8/10/2007~~	~~Checkcard~~	~~Sunoco~~	~~$ 41.59~~	
~~163~~	~~44~~	~~8/24/2007~~	~~Checkcard~~	~~Pilot~~	~~$ 45.12~~	
~~164~~	~~44~~	~~8/31/2007~~	~~Checkcard~~	~~Hot Spot~~	~~$ 28.86~~	
~~165~~	~~45~~	~~9/4/2007~~	~~Checkcard~~	~~Sunoco~~	~~$ 30.87~~	
~~166~~	~~45~~	~~9/6/2007~~	~~Checkcard~~	~~Hot Spot~~	~~$ 35.64~~	
~~167~~	~~45~~	~~9/6/2007~~	~~Checkcard~~	~~Sunoco~~	~~$ 55.47~~	
~~168~~	~~45~~	~~9/7/2007~~	~~Checkcard~~	~~Amoco~~	~~$ 36.84~~	
~~169~~	~~45~~	~~9/10/2007~~	~~Checkcard~~	~~Raceway~~	~~$ 38.92~~	
				2007 Total		**$ 1,452.58**

Subtotal to/for Lamar Greene	$ 41,674.36
Subtotal to J&P Enterprises	$ 11,984.65
Total Unallowable Charges	**$ 53,659.01**

EXHBIT C TO ORDER OF JUDGMENT

NBSC Unallowable Charges

Number	Statement Page Number	Date	Check Number	Payee	Amount
1	1	3/14/2005	92	Star Granite	$ 5,519.00
2	1	3/21/2005	1001	Superior Fitness	$ 1,470.00
3	1	3/21/2005	1036	J&P Enterprises	$ 4,300.00
4	2	4/26/2005	5003	National City Mortgage	$ 1,361.26
5	3	5/23/2005	1016	Counter Top Solutions	$ 1,310.50
6	3	5/25/2005	1018	Lodan Construction	$ 2,831.25
7	4	6/8/2005	1021	Barton Builders	$ 1,435.00
8	4	7/12/2005	1024	J&P Enterprises	$ 2,000.00
9	4	8/4/2005	1023	Lew Jordan	$ 6,000.00
				Subtotal to/for Lamar Greene	$ 19,927.01
				Subtotal to J&P Enterprises	$ 6,300.00
				Total Unallowable Charges	**$ 26,227.01**

EXHIBIT D TO ORDER OF JUDGMENT

Greenville First Bank Payments

Letter	Page #	Date	First Citizens Check Number	Amount
A	1	2/16/2005	Commercial Loan CI Tran 000179007729001	$ 691.66
B	2	3/16/2005	Commercial Loan CI Tran 000179007729001	$ 641.67
C	3	4/18/2005	Commercial Loan CI Tran 000179007729001	$ 735.42
D	4	5/17/2005	Commercial Loan CI Tran 000179007729001	$ 731.25
E	5	6/16/2005	Commercial Loan CI Tran 000179007729001	$ 775.00
F	6	7/18/2005	Commercial Loan CI Tran 000179007729001	$ 765.62
G	7	8/16/2005	Commercial Loan CI Tran 000179007729001	$ 813.54
H	8	9/16/2005	Commercial Loan CI Tran 000179007729001	$ 839.59
I	9	10/18/2005	Commercial Loan CI Tran 000179007729001	$ 838.54
J	10	1/17/2006	Commercial Loan CI Tran 000179007729001	$ 624.31
K	11	2/16/2006	Commercial Loan CI Tran 000179007729001	$ 634.72
L	12	3/16/2006	Commercial Loan CI Tran 000179007729001	$ 583.33
M	13	4/18/2006	Commercial Loan CI Tran 000179007729001	$ 658.33
N	14	5/16/2006	Commercial Loan CI Tran 000179007729001	$ 649.31
O	15	6/16/2006	Commercial Loan CI Tran 000179007729001	$ 688.89
P	16	7/18/2006	Commercial Loan CI Tran 000179007729001	$ 677.78
Q	17	8/16/2006	Commercial Loan CI Tran 000179007729001	$ 710.41
R	18	9/19/2006	Commercial Loan CI Tran 000179007729001	$ 710.42
S	19	10/17/2006	Commercial Loan CI Tran 000179007729001	$ 687.50
T	20	11/16/2006	Commercial Loan CI Tran 000179007729001	$ 710.42
U	21	2/16/2007	Commercial Loan CI Tran 000179007729001	$ 198.34
V	22	3/16/2006	Commercial Loan CI Tran 000179007729001	$ 320.83
W	23	4/17/2007	Commercial Loan CI Tran 000179007729001	$ 355.21
X	24	5/16/2007	Commercial Loan CI Tran 000179007729001	$ 343.75
Y	25	6/18/2007	Commercial Loan CI Tran 000179007729001	$ 355.21
Z	26	7/18/2007	Commercial Loan CI Tran 000179007729001	$ 343.75
AA	27	8/16/2007	Commercial Loan CI Tran 000179007729001	$ 355.21
			Total	**$ 16,440.01**

EXHIBIT E TO ORDER OF JUDGMENT

Letter	Page #	Date	Check Number	Made to	Reason	Amount	
		7/11/2005	Cashiers Check from Regions out of Construction Loan	Lamar Greene	Salary	$ 10,000	
		8/31/2005	Cashiers Check from Regions out of Construction Loan	Lamar Greene	Salary	$ 10,000	
		10/2/2005	Cashiers Check from Regions out of Construction Loan	Lamar Greene	Salary	$ 10,000	
A	1	10/10/2005	1056	Lamar Greene	Salary	$ 2,500	
		11/3/2005	Cashiers Check from Regions out of Construction Loan	Lamar Greene	Salary	$ 10,000	
		11/16/2005	1129	Cash	Salary	$ 3,000	
		12/2/2005	Cashiers Check from Regions out of Construction Loan	Lamar Greene	Salary	$ 10,000	
					Total Received 2005		$ 56,000
		1/5/2006	Cashiers Check from Regions out of Construction Loan	Lamar Greene	Salary	$ 10,000	
		1/20/2006	1156	Lamar Greene	Shreveport Expenses	$ 2,500	
		1/30/2006	1185	Lamar Greene	Salary	$ 5,000	
		1/27/2006	1182	Lamar Greene	Salary	$ 2,000	
		2/10/2006	Cashiers Check from Regions out of Construction Loan	Lamar Greene	Salary	$ 10,000	
B	2	2/10/2006	1469	Cash	Travel	$ 1,000	
C	3	2/16/2006	1403	Cash	Bonus	$ 7,500	
D	4	2/20/2006	1195	Lamar Greene	Salary	$ 5,000	
E	5	2/23/2006	1195	Lamar Greene	Salary	$ 5,000	
		3/6/2006	Cashiers Check from Regions out of Construction Loan	Lamar Greene	Salary	$ 10,000	
		3/30/2006	Cashiers Check from Regions out of Construction Loan	Lamar Greene	Salary	$ 10,000	
		5/5/2006	Cashiers Check from Regions out of Construction Loan	Lamar Greene	Salary	$ 10,000	
F	6	5/25/2006	Written one account to another	Lamar Greene	Travel Money	$ 3,500	
		6/5/2006	Cashiers Check from Regions out of Construction Loan	Lamar Greene	Salary	$ 10,000	
		7/6/2006	Cashiers Check from Regions out of Construction Loan	Lamar Greene	Salary	$ 10,000	
		8/6/2006	Cashiers Check from Regions out of Construction Loan	Lamar Greene	Salary	$ 10,000	
G	7	8/3/2006	1227	J&P Enterprises	Salary	$ 5,000	
H	7	8/7/2006	1230	Lamar Greene	Bonus	$ 30,000	
		9/1/2006	Cashiers Check from Regions out of Construction Loan	Lamar Greene	Salary	$ 10,000	
I	8	9/13/2006	1304	Lamar Greene	Salary	$ 1,500	
		10/2/2006	Cashiers Check from Regions out of Construction Loan	Lamar Greene	Salary	$ 10,000	
		11/2/2006	Cashiers Check from Regions out of Construction Loan	Lamar Greene	Salary	$ 10,000	
J	9	12/11/2006	1405	Lamar Greene	Repay Loan	$ 1,000	
K	10	12/12/2006	1404	Lamar Greene	Salary	$ 5,000	
					Total Recived 2006		$ 148,000
L	11	1/2/2007	1445	Lamar Greene	Dec.-Salary	$ 13,000	
M	12	2/14/2007	1442	Lamar Greene	Salary	$ 7,000	
N	12	2/14/2007	1443	Lamar Greene	Salary	$ 1,000	
O	13	3/20/2007	1463	Lamar Greene		$ 4,500	
P	14	4/20/2007	1353	Lamar Greene	Salary	$ 1,500	
Q	14	1/6/2007	1472	Lamar Greene		$ 35,000	
R	15	4/6/2007	1617	Lamar Greene	Salary	$ 5,000	
S	16	5/1/2007	1364	Lamar Greene	Salary-April	$ 6,000	
T	17	6/11/2007	1509	Lamar Greene	Salary	$ 6,000	
U	17	5/7/2007	1478	Lamar Greene	Myrtle Beach Outing	$ 5,500	
V	18	5/21/2007	1530	Lamar Greene	Salary	$ 4,775	
W	19	6/5/2007	1538	Lamar Greene	Salary	$ 5,000	
X	20	7/1/2007	1547	Lamar Greene	Salary	$ 3,000	
Y	21	7/6/2007	1488	Lamar Greene	Salary	$ 4,000	
Z	22	8/6/2007	1551	Lamar Greene	Salary	$ 5,000	
					Total Received 2007		$ 98,881

Total Salary Paid to Greene	$ 302,881
LESS Salary agreed upon by Members ($10,000 per month for 27 months - June 2005-Aug. 2007)	($270,000)
LESS Credit for $40,000 Down Payment on Columbia Property	($40,000)
Salary Overpayment	$ (7,119)

EXHIBIT F TO ORDER OF JUDGMENT

Unauthorized Cash Withdrawals

Letter	Page #	Date	Check Number	Made To	Amount	
~~A~~	~~1~~	~~2/17/2005~~	~~1018~~	~~Cash~~	~~$ 1,000.00~~	
~~B~~	~~2~~	~~5/13/2005~~	~~1041~~	~~Cash~~	~~$ 100.00~~	
		~~11/16/2005~~	~~1129~~	~~Cash~~	~~$ 3,000.00~~	
		~~12/21/2005~~	~~1142~~	~~Cash Pilot trip~~	~~$ 3,000.00~~	
		~~12/26/2005~~	~~1152~~	~~Cash~~	~~$ 1,000.00~~	
				2005 Total		$0,000.00
~~C~~	~~3~~	~~2/9/2006~~	~~1165~~	~~Cash~~	~~$ 105.00~~	
~~D~~	~~3~~	~~2/10/2006~~	~~1166~~	~~Cash~~	~~$ 1,000.00~~	
~~E~~	~~4~~	~~2/15/2006~~	~~1192~~	~~Cash~~	~~$ 7,500.00~~	
~~F~~	~~5~~	~~5/25/2006~~	~~1089~~	~~Cash~~	~~$ 1,000.00~~	
~~G~~	~~6~~	~~8/1/2006~~	~~1296~~	~~Cash~~	~~$ 500.00~~	
~~H~~	~~7~~	~~9/21/2006~~	~~1253~~	~~Cash~~	~~$ 800.00~~	
~~I~~	~~8~~	~~9/6/2006~~	~~1311~~	~~Cash~~	~~$ 2,000.00~~	
				2006 Total		$00,000.000
~~J~~	~~9~~	~~5/16/2007~~	~~1510~~	~~Cash~~	~~$ 500.00~~	
~~K~~	~~10~~	~~5/24/2007~~	~~1534~~	~~Cash~~	~~$ 500.00~~	
				2007 Total		$0,000.00
				Total	$00,000.00	

Unauthorized Wires

		Date	Amount	
L	11	2/28/2006	$ 16,039.00	Rayburn Cooper Durham, Charlotte
		Total	$ 16,039.00	

Expense of J&P

EXHIBIT G TO ORDER OF JUDGMENT

Gaston Engineering Change Orders

Order Number	Date	Check Number	Payee	For		Amount
1	6/24/2006	10403	Gaston Engineering	Value Engineering	$	150,000.00
3	11/2/2006	10563	Gaston Engineering	Value Engineering	$	17,500.00
5	2/7/2007	1042	Gaston Engineering	Engineering and Consulting	$	20,000.00
			Total Gaston Engineering Change Orders		**$**	**187,500.00**

EXHIBIT H TO ORDER OF JUDGMENT

SUMMARY OF UNAUTHORIZED CHARGES

Entity-Source		***Amount***
First Citizens Account	Subtotal for Lamar Greene	$390,340.10
	Subtotal for Julie Greene	$1,285.97
	Subtotal for J&P Enterprises	$120,449.00
Regions Account	Subtotal for Lamar Greene	$41,674.36
	Subtotal for J&P Enterprises	11,984.65
NBSC Account	Subtotal for Lamar Greene	$19,927.01
	Subtotal for J&P Enterprises	$6,300.00
Greenville First- Personal Loan Payments	Subtotal for Lamar Greene	$16,440.01
Salary Overpayment	Subtotal for Lamar Greene	($7,119.00)
Wire - Rayburn Cooper	Subtotal for J&P Enterprises	$16,039.00
Gaston Engineering	Subtotal for Lamar Greene	$187,500.00

TOTAL AMOUNT OF CONVERTED FUNDS **$804,821.10**

Subotal for Lamar Greene	$648,762.48
Subtotal for Julie Greene	$1,285.97
Subtotal for J&P Enterprises	$154,772.65

STATE OF SOUTH CAROLINA COUNTY OF PICKENS	)	IN THE COURT OF COMMON PLEAS Case No. 2008-CP-39- 56
Palmetto State Enterprises, LLC, Plaintiff, Vs. Lamar Greene, J & P Enterprises of the Carolinas, Inc., Gaston Engineering, Inc. and Morgan and Bartos Builders, LLC, Defendants.	)	COMPLAINT (Jury Trial Demanded)

2008 JAN 10 P 3:39
CLERK OF COURT
PICKENS COUNTY
SOUTH CAROLINA

The Plaintiff would respectfully show unto this Court the following:

GENERAL ALLEGATIONS

1. Palmetto State Enterprises, LLC is a South Carolina limited liability company with its principle place of business being located in Clemson, Pickens County, South Carolina. The Defendant, Lamar Greene upon information and belief is a resident of Pickens county South Carolina and is a member of the Plaintiff limited liability company and up until recently was the "defacto" manager of the LLC. The Defendant, J & P Enterprises of the Carolinas, Inc., is a North Carolina corporation, with its principle place of business being located in Gaston County, North Carolina. The Defendant, Gaston Engineering, Inc. is either a corporation formed and managed by the Defendant Lamar Greene or is a misnamed sole proprietorship owned at least in part and operated by Lamar Greene. The Defendant, Morgan

and Bartos Builders, LLC, is a Georgia limited liability company with its principle place of business being located in Atlanta, Georgia.

2. The Plaintiff at the time of its formation was a "member" managed limited liability company but after the facts alleged herein came to light it was amended to be a "manger" managed limited liability company with Mike Brown and Floyd Elliott being the managers.

3. The limited liability company was formed to develop and sell real estate on or around college campuses consisting of condominium complexes to be sold to the alumni and sports fans of various universities including the University of South Carolina, University of Alabama and Virginia Tech. Even though the limited liability company was a "member" "managed" company, heretofore the Defendant, Lamar Greene, was in charge of the day to day operations of the company in that he has overseen and controlled its everyday operations. Lamar Greene's duties have included writing checks, executing notes and mortgages and agreements on behalf of the LLC, negotiating and signing contracts with engineers, architects and builders, signing deeds and closing papers as condominium units are sold and receiving earnest money deposits and the net proceeds from the sale of company assets and paying the bills of the limited liability company.

4. Currently, the limited liability company owns condominiums in Columbia, South Carolina, known as the "Spur," condominiums in Tuscaloosa, Alabama, and land in Blacksburg, Virginia.

000030

5. On or about September 12, 2007, the members owning 66.66% shares in the LLC learned that funds belonging to the Plaintiff had been misappropriated and paid either directly or indirectly to Lamar Greene or on the account of Lamar Greene.

FOR A FIRST CAUSE OF ACTION
(Breach of Fiduciary Duty)

6. The Plaintiff reiterates, realleges and reaffirms the prior allegations of this Complaint as if repeated herein verbatim.

7. The Defendant, Lamar Greene, breached his fiduciary duty to the Plaintiff pursuant to Section 33-44-409 of the S.C. Code of Laws, 1976, as amended, in that he engaged in intentional misconduct and a knowing violation of law by paying to himself or for his benefit funds from the limited liability company to which he was not entitled and he failed to account to the company and to hold as trustee for it the profits or benefits derived from its business.

8. As a direct and proximate result, the Plaintiff has been damaged and is entitled to actual and punitive damages.

A SECOND CAUSE OF ACTION
(Accounting)

9. The Plaintiff reiterates, realleges and reaffirms the prior allegations of this Complaint as if repeated herein verbatim.

10. The Plaintiff demands an accounting of funds for itself from the Defendant, Lamar Greene, for monies he received in the form of direct payments or payments for his benefit which were expended from the limited liability company.

11. The Plaintiff would further allege that non-limited liability company expenses were improperly paid by the Defendant, Lamar Greene, from company monies collected by him and that said funds should have been paid only for purposes of paying company expenses.

12. The Plaintiff is further informed and believes that funds collected by the Defendant, Lamar Greene belonging to the Plaintiff have not been properly accounted for and as a result, the Plaintiff believes it is entitled to a formal accounting in regards to all funds collection and all expenses claimed to have been paid by or on behalf of the limited liability company.

13. The Plaintiff is informed and believes that it is entitled to actual and consequential damages for its benefit as well as costs for having to bring this action; and for such other and further relief as this Court deems just and proper.

FOR A THIRD CAUSE OF ACTION
(For judicial expulsion of Lamar Greene as a member of Palmetto State Enterprises, LLC)

14. The Plaintiff reiterates, realleges and reaffirms the prior allegations of this Complaint as if repeated herein verbatim.

15. Pursuant to Section 33-44-601 of the S.C. Code of Laws, 1976, as amended, the Plaintiff alleges that Lamar Greene should be expelled from the limited liability company because he engaged in wrongful conduct that adversely and materially affected the company's business in that he misappropriated company's funds to the extent that the company now cannot meet its obligations. Further, he willfully and persistently committed a breach of the duty owed to the company and the other members under Section 33-44-409 of the S.C. Code of

Laws, 1976, as amended. Finally, he engaged in conduct outlined above relating to the company's business which makes it not reasonably practicable to carry on the business with Lamar Greene.

FOR A FOURTH CAUSE OF ACTION
(Conversion)

16. The Plaintiff reiterates, realleges and reaffirms the prior allegations of this Complaint as if repeated herein verbatim.

17. The Plaintiff would allege that the limited liability company funds and property have been improperly diverted by and for the benefit of Defendant, Lamar Greene.

18. The Plaintiff is informed and believes that it is entitled to an order awarding them and the limited liability company actual and punitive damages together with interest thereon in the form of a judgment against the Defendant, Lamar Greene.

FOR A FIFTH CAUSE OF ACTION
(Judicial dissolution and winding up of company's business)

19. The Plaintiff reiterates, realleges and reaffirms the prior allegations of this Complaint as if repeated herein verbatim.

20. The Plaintiff believes that it is entitled to a judicial order for a dissolution and winding up of company's business pursuant to Section 33-44-801 of the South Carolina Code of Laws, 1976, as amended, in that Lamar Greene, another member, has engaged in conduct relating to the company's business that makes it not reasonable practicable to carry on the company's business with Lamar Greene and that Lamar Greene has acted in a manner that is unlawful, oppressive, fraudulent and unfairly prejudicial to the Plaintiffs.

FOR A SIXTH CAUSE OF ACTION
(Against the Defendants Morgan and Bartos Builders, LLC, the Defendant, Lamar Greene and the Defendant, Gaston Engineering, Inc.)

21. The Plaintiff reiterates, realleges and reaffirms the prior allegations of this Complaint as if repeated herein verbatim.

22. The Plaintiff owns land in Tuscaloosa, Alabama on which a condominium project was developed and built. The Defendant, Morgan and Bartos Builders, LLC was the general contractor employed by the Plaintiff to construct the condominium complex.

23. During the course of construction, the Defendant Lamar Greene presented a series of invoices to Morgan and Bartos Builders, LLC in the name of Gaston Engineering, Inc. for engineering work in conjunction with the Tuscaloosa project totaling $187,500.00. Upon information and belief, the Defendant, Morgan and Bartos Builders, LLC knew or should have known that the Defendant, Gaston Engineering, Inc. had not performed any engineering work on the Tuscaloosa project and that the same was a company, or entity or sole proprietorship owned by the Defendant, Lamar Greene. In spite of the fact that the Defendant, Morgan and Bartos Builders, LLC knew or should have known that Gaston Engineering was owned and/or controlled by Lamar Greene and in fact did not provide valuable services for the Tuscaloosa project, the Defendant, Morgan and Bartos Builders, LLC paid the invoices and then amended the contract taking line items out of the contract in order that the contract amount would not be increased.

24. The Defendant Morgan and Bartos Builders, LLC owed a duty of care to the Plaintiff which was its customer for the construction project. It breached its duty of care by paying invoices which it knew or should have known were false and fraudulent.

25. As a result of the negligence and gross negligence of the Defendant, Morgan and Bartos Builders, LLC and the fraud and deceit of the Defendant, Lamar Greene and Gaston Engineering, Inc. the Plaintiff has been damaged and is entitled to both actual and punitive damages.

FOR A SEVENTH CAUSE OF ACTION
(Against the Defendant, Lamar Greene and J & P Enterprises of the Carolinas, Inc.)

26. The Plaintiff reiterates, realleges and reaffirms the prior allegations of this Complaint as if repeated herein verbatim.

27. During the last three (3) years, the Defendant, Lamar Greene, has made various payments from accounts and monies belonging to the Plaintiff for the benefit of J & P Enterprises of the Carolinas, Inc. when Lamar Greene and J & P Enterprises of the Carolinas, Inc., knew that no services had been rendered to the Plaintiff by J & P Enterprises of the Carolinas, Inc. and that such payments operated as a fraud upon the Plaintiff.

28. As a direct and proximate result, Plaintiff is entitled to actual and punitive damages.

WHEREFORE, the Plaintiff would pray for an Order of this Court:

1. Ordering a formal accounting from the Defendant, Lamar Greene, as well as actual and consequential damages and costs;

2. Awarding the Plaintiffs actual and punitive damages against the Defendants, Lamar Greene, J & P Enterprises of the Carolinas, Inc., Gaston Engineering, Inc. and Morgan and Bartos Builders, LLC;

3. Judicial expulsion of Lamar Greene as a member of Palmetto State Enterprises, LLC;

4. For an Order to dissolve and wind up the company's affairs and business;

5. For an Order immediately, temporarily, and permanently restraining and enjoining the Defendant, Lamar Greene, from acting on behalf of the company and requiring him to turn over any of the company's assets in his possession to the company or to the Receiver appointed by the Court as the case may be.

6. For the costs of this action; and,

7. For such other and further relief as the Court may deem just and proper.

CHRISTOPHER G. OLSON, Bar #004278
Attorney for Plaintiffs
Olson, Smith, Jordan and Cox, P.A.
P. O. Box 1633
Clemson, SC 29633
(864) 654-3680

C. NICHOLAS LAVERY, Bar #16975
Attorney for Plaintiffs
Olson, Smith, Jordan and Cox, P.A.
P. O. Box 1633
Clemson, SC 29633
(864) 654-3680

January 7, 2007

Clemson, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF PICKENS	)	Case No. 2008-CP-39-56
Palmetto State Enterprises, LLC,	)	
	)	
	)	
Plaintiff,	)	
	)	
Vs.	)	AMENDED COMPLAINT
	)	(Jury Trial Demanded)
Clegg Lamar Greene a/k/a Lamar Greene, Juleene Greene a/k/a Julie Greene, J & P Enterprises of the Carolinas, Inc., Gaston Engineering, Inc. and Morgan and Bartos Builders, LLC,	)	
	)	
Defendants.	)	
	)	

CLERK OF COURT
PICKENS COUNTY
SOUTH CAROLINA
2012 JAN 10 A 10: 10

The Plaintiff would respectfully show unto this Court the following:

GENERAL ALLEGATIONS

1. Palmetto State Enterprises, LLC is a South Carolina limited liability company with its principle place of business being located in Clemson, Pickens County, South Carolina. The Defendant, Clegg Lamar Greene a/k/a Lamar Greene ("Lamar Greene") upon information and belief is a resident of Pickens county South Carolina and is a member of the Plaintiff limited liability company and up until recently was the "defacto" manager of the LLC. The Defendant, Juleene Greene a/k/a Julie Greene ("Julie Greene") upon information and belief is a resident of Cherokee county South Carolina and, was the wife of Defendant Lamar Greene, and was an employee and/or agent of Defendant(s) Lamar Greene and/or J & P Enterprises of the Carolinas, Inc. The Defendant, J & P Enterprises of the Carolinas, Inc., is a North Carolina

corporation, with its principle place of business being located in Gaston County, North Carolina. The Defendant, Gaston Engineering, Inc. is either a corporation formed and managed by the Defendant Lamar Greene or is a misnamed sole proprietorship owned at least in part and operated by Lamar Greene. The Defendant, Morgan and Bartos Builders, LLC, is a Georgia limited liability company with its principle place of business being located in Atlanta, Georgia.

2. The Plaintiff at the time of its formation was a "member" managed limited liability company but after the facts alleged herein came to light it was amended to be a "manger" managed limited liability company with Mike Brown and Floyd Elliott being the managers.

3. The limited liability company was formed to develop and sell real estate on or around college campuses consisting of condominium complexes to be sold to the alumni and sports fans of various universities including the University of South Carolina, University of Alabama and Virginia Tech. Even though the limited liability company was a "member" "managed" company, heretofore the Defendant, Lamar Greene, was in charge of the day to day operations of the company in that he has overseen and controlled its everyday operations. Lamar Greene's duties have included writing checks, executing notes and mortgages and agreements on behalf of the LLC, negotiating and signing contracts with engineers, architects and builders, signing deeds and closing papers as condominium units are sold and receiving earnest money deposits and the net proceeds from the sale of company assets and paying the bills of the limited liability company.

4. Currently, the limited liability company owns condominiums in Columbia, South Carolina, known as the "Spur," condominiums in Tuscaloosa, Alabama, and land in Blacksburg, Virginia.

5. On or about September 12, 2007, the members owning 66.66% shares in the LLC learned that funds belonging to the Plaintiff had been misappropriated and paid either directly or indirectly to Lamar Greene or on the account of Lamar Greene.

6. On or about April 19, 2011, the members owning 66.66% shares in the LLC learned that funds belonging to the Plaintiff had been misappropriated and paid either directly or indirectly to Julie Greene or on the account of Julie Greene.

FOR A FIRST CAUSE OF ACTION
(Breach of Fiduciary Duty)

7. The Plaintiff reiterates, realleges and reaffirms the prior allegations of this Complaint as if repeated herein verbatim.

8. The Defendant, Lamar Greene, breached his fiduciary duty to the Plaintiff pursuant to Section 33-44-409 of the S.C. Code of Laws, 1976, as amended, in that he engaged in intentional misconduct and a knowing violation of law by paying to himself or for his benefit funds from the limited liability company to which he was not entitled and he failed to account to the company and to hold as trustee for it the profits or benefits derived from its business.

9. The Defendant, Julie Greene, as an employee and/or agent of Lamar Greene, owed a fiduciary duty to Plaintiff and breached said fiduciary duty in that she engaged in intentional misconduct and a knowing violation of law by paying to herself or for her benefit funds from the limited liability company to which she was not entitled and she failed to account to the company and to hold as trustee for it the profits or benefits derived from its business.

10. As a direct and proximate result, the Plaintiff has been damaged and is entitled to actual and punitive damages.

A SECOND CAUSE OF ACTION
(Accounting)

11. The Plaintiff reiterates, realleges and reaffirms the prior allegations of this Complaint as if repeated herein verbatim.

12. The Plaintiff demands an accounting of funds for itself from the Defendants Lamar Greene and/or Julie Greene, for monies they received in the form of direct payments or payments for their benefit which were expended from the limited liability company.

13. The Plaintiff would further allege that non-limited liability company expenses were improperly paid by the Defendants Lamar Greene and/or Julie Greene from company monies collected by them and that said funds should have been paid only for purposes of paying company expenses.

14. The Plaintiff is further informed and believes that funds collected by the Defendants Lamar Greene and/or Julie Greene belonging to the Plaintiff have not been properly accounted for and as a result, the Plaintiff believes it is entitled to a formal accounting in regards to all funds collection and all expenses claimed to have been paid by or on behalf of the limited liability company.

15. The Plaintiff is informed and believes that it is entitled to actual and consequential damages for its benefit as well as costs for having to bring this action; and for such other and further relief as this Court deems just and proper.

FOR A THIRD CAUSE OF ACTION
(For judicial expulsion of Lamar Greene as a member of Palmetto State Enterprises, LLC)

000043

16. The Plaintiff reiterates, realleges and reaffirms the prior allegations of this Complaint as if repeated herein verbatim.

17. Pursuant to Section 33-44-601 of the S.C. Code of Laws, 1976, as amended, the Plaintiff alleges that Lamar Greene should be expelled from the limited liability company because he engaged in wrongful conduct that adversely and materially affected the company's business in that he misappropriated company's funds to the extent that the company now cannot meet its obligations. Further, he willfully and persistently committed a breach of the duty owed to the company and the other members under Section 33-44-409 of the S.C. Code of Laws, 1976, as amended. Finally, he engaged in conduct outlined above relating to the company's business which makes it not reasonably practicable to carry on the business with Lamar Greene.

FOR A FOURTH CAUSE OF ACTION
(Conversion)

18. The Plaintiff reiterates, realleges and reaffirms the prior allegations of this Complaint as if repeated herein verbatim.

19. The Plaintiff would allege that the limited liability company funds and property have been improperly diverted by and for the benefit of Defendants Lamar Greene and/or Julie Greene.

20. The Plaintiff is informed and believes that it is entitled to an order awarding them and the limited liability company actual and punitive damages together with interest thereon in the form of a judgment against the Defendants Lamar Greene and/or Julie Greene, jointly and severally.

FOR A FIFTH CAUSE OF ACTION
(Judicial dissolution and winding up of company's business)

21. The Plaintiff reiterates, realleges and reaffirms the prior allegations of this Complaint as if repeated herein verbatim.

22. The Plaintiff believes that it is entitled to a judicial order for a dissolution and winding up of company's business pursuant to Section 33-44-801 of the South Carolina Code of Laws, 1976, as amended, in that Lamar Greene, another member, has engaged in conduct relating to the company's business that makes it not reasonable practicable to carry on the company's business with Lamar Greene and that Lamar Greene has acted in a manner that is unlawful, oppressive, fraudulent and unfairly prejudicial to the Plaintiffs.

FOR A SIXTH CAUSE OF ACTION
(Against the Defendants Morgan and Bartos Builders, LLC, the Defendant, Lamar Greene and the Defendant, Gaston Engineering, Inc.)

23. The Plaintiff reiterates, realleges and reaffirms the prior allegations of this Complaint as if repeated herein verbatim.

24. The Plaintiff owns land in Tuscaloosa, Alabama on which a condominium project was developed and built. The Defendant, Morgan and Bartos Builders, LLC was the general contractor employed by the Plaintiff to construct the condominium complex.

25. During the course of construction, the Defendant Lamar Greene presented a series of invoices to Morgan and Bartos Builders, LLC in the name of Gaston Engineering, Inc. for engineering work in conjunction with the Tuscaloosa project totaling $187,500.00. Upon information and belief, the Defendant, Morgan and Bartos Builders, LLC knew or should have known that the Defendant, Gaston Engineering, Inc. had not performed any engineering work on the Tuscaloosa project and that the same was a company, or entity or sole proprietorship owned

by the Defendant, Lamar Greene. In spite of the fact that the Defendant, Morgan and Bartos Builders, LLC knew or should have known that Gaston Engineering was owned and/or controlled by Lamar Greene and in fact did not provide valuable services for the Tuscaloosa project, the Defendant, Morgan and Bartos Builders, LLC paid the invoices and then amended the contract taking line items out of the contract in order that the contract amount would not be increased.

26. The Defendant Morgan and Bartos Builders, LLC owed a duty of care to the Plaintiff which was its customer for the construction project. It breached its duty of care by paying invoices which it knew or should have known were false and fraudulent.

27. As a result of the negligence and gross negligence of the Defendant, Morgan and Bartos Builders, LLC and the fraud and deceit of the Defendant, Lamar Greene and Gaston Engineering, Inc. the Plaintiff has been damaged and is entitled to both actual and punitive damages.

FOR A SEVENTH CAUSE OF ACTION
(Against the Defendants, Lamar Greene, J & P Enterprises of the Carolinas, Inc., and Julie Greene)

28. The Plaintiff reiterates, realleges and reaffirms the prior allegations of this Complaint as if repeated herein verbatim.

29. The Defendants Lamar Greene and/or Julie Greene have made various payments from accounts and monies belonging to the Plaintiff for the benefit of J & P Enterprises of the Carolinas, Inc. when Lamar Greene, Julie Greene and/or J & P Enterprises of the Carolinas, Inc., knew that no services had been rendered to the Plaintiff by J & P Enterprises of the Carolinas, Inc. and that such payments operated as a fraud upon the Plaintiff.

30. As a direct and proximate result, Plaintiff is entitled to actual and punitive damages.

WHEREFORE, the Plaintiff would pray for an Order of this Court:

1. Ordering a formal accounting from the Defendants Lamar Greene and/or Julie Greene, as well as actual and consequential damages and costs;

2. Awarding the Plaintiff actual and punitive damages against the Defendants, Lamar Greene, Julie Greene, J & P Enterprises of the Carolinas, Inc., Gaston Engineering, Inc. and/or Morgan and Bartos Builders, LLC, jointly and severally;

3. Judicial expulsion of Lamar Greene as a member of Palmetto State Enterprises, LLC;

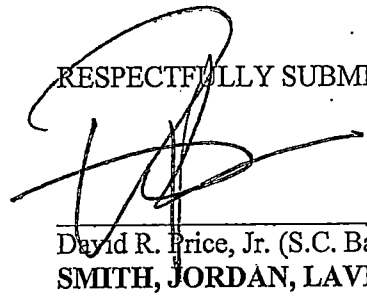
4. For an Order to dissolve and wind up the company's affairs and business;

5. For an Order immediately, temporarily, and permanently restraining and enjoining the Defendants Lamar Greene and/or Julie Greene from acting on behalf of the company and requiring them to turn over any of the company's assets in their possession to the company or to the Receiver appointed by the Court as the case may be;

6. For the costs of this action; and,

7. For such other and further relief as the Court may deem just and proper.

RESPECTFULLY SUBMITTED,



David R. Price, Jr. (S.C. Bar # 75140)
SMITH, JORDAN, LAVERY & LEE, P.A.
1810 East Main Street
Post Office Box 1207
Easley, South Carolina 29641-1207
(864) 855-1661 office
(864) 855-1685 fax
Price@SmithJordan.com
Attorney for Plaintiff

Easley, South Carolina
December 29, 2011

CLERK OF COURT
PICKENS COUNTY
SOUTH CAROLINA
2012 FEB 14 P 12: 19

STATE OF SOUTH CAROLINA)
)
COUNTY OF PICKENS)

IN THE COURT OF COMMON PLEAS

Palmetto State Enterprises, LLC,

Plaintiff,

v.

Lamar Greene, J & P Enterprises of the Carolinas, Inc., Gaston Engineering, Inc. Morgan and Bartos Builders, LLC, and Julie Greene,

Defendants.

ANSWER

C. A. No. 2008-CP-42-56

THE DEFENDANTS, Lamar Greene, Julie Greene and J & P Enterprises of the Carolinas, Inc., by and through its undersigned attorneys, answer the Amended Complaint of the Plaintiff as follows:

1. Any allegations of Plaintiff's Amended Complaint which are not admitted, explained or modified herein are deemed to be denied.
2. In response to paragraph 1 of Plaintiff's Complaint, Defendants deny that Defendant Greene is an officer or proprietor of the Defendant Gaston Engineering, Inc. All other allegations contained in paragraph 1 are admitted.
3. Defendants deny so much of paragraph 2 of Plaintiff's Amended Complaint as it says allegations set forth herein are facts which lead to the change in administration of the limited liability company.
4. Defendants deny so much of paragraph 3 of Plaintiff's Complaint in that the allegations pertaining to Defendant Lamar Greene are denied.

5. Defendants deny so much of paragraph 4 of Plaintiff's Complaint in that the company owns condominiums in Columbia, South Carolina; and, that Plaintiff owns or did own land in Blacksburg, Virginia which is now subject to foreclosure. This land is owned by The Legends of Blacksburg, LLC. Defendants are not aware of the present ownership of the properties in Alabama.
6. Defendants deny paragraphs 5 and 6 of the Amended Complaint.
7. In response to paragraph 7 of Plaintiff's Amended Complaint, Defendants incorporate their previous responses to the allegations set forth in paragraphs 1 through 6.
8. Defendants deny paragraphs 8, 9 and 10 of Plaintiff's Amended Complaint.
9. In response to paragraph 11 of Plaintiff's Amended Complaint, Defendants incorporate their previous responses to the allegations set forth in paragraphs 1 through 10.
10. Defendants deny paragraphs 12, 13, 14 and 15 of Plaintiff's Amended Complaint.
11. In response to paragraph 16 of Plaintiff's Amended Complaint, Defendants incorporate their previous responses to the allegations set forth in paragraphs 1 through 15.
12. Defendants deny paragraph 17 of Plaintiff's Amended Complaint.
13. In response to paragraph18 of Plaintiff's Amended Complaint, Defendants incorporate their previous responses to the allegations set forth in paragraphs 1 through 17.

14. Defendants deny paragraphs 19 and 20 of Plaintiff's Amended Complaint.

15. In response to paragraph 21 of Plaintiff's Amended Complaint, Defendants incorporate their previous responses to the allegations set forth in paragraphs 1 through 19.

16. In response to paragraph 22 of Plaintiff's Amended Complaint, while Defendants deny the allegations pertaining to Defendant Lamar Greene, we consent to the dissolution of the company and the winding up of its affairs.

17. In response to paragraph 23 of Plaintiff's Amended Complaint, Defendants incorporate their previous responses to the allegations set forth in paragraphs 1 through 22.

18. Defendants admit paragraph 24 of Plaintiff's Amended Complaint.

19. Defendants deny paragraphs 25, 26 and 27 of Plaintiff's Amended Complaint and strict proof thereof is demanded as it relates to the answering Defendants.

20. In response to paragraph 28 of Plaintiff's Amended Complaint, Defendants incorporate their previous responses to the allegations set forth in paragraphs 1 through 27.

21. Defendants deny paragraph 28 of Plaintiff's Amended Complaint.

WHEREFORE, having fully answered the Plaintiffs' Amended Complaint, the Defendants pray that the Court inquire as to the matters set forth herein and issue its Order as follows:

A. Dismissing Plaintiff's Amended Complaint;

B. That Defendants be awarded all costs and fees, including attorney's fees, as a result of having to defend this action; and,

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

TALLEY LAW FIRM, P.A.

Scott F. Talley, Esquire
959 John B. White Sr. Blvd.
Spartanburg, SC 29306
864-595-2966
Attorneys for Defendants Greene and J&P Enterprises of the Carolinas, Inc.

Dated: 2/13/2012
Spartanburg, SC

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF PICKENS) CASE NO. 2008-CP-39-56

PALMETTO STATE ENTERPRISES, LLC,)
)
PLAINTIFF,)
)
VERSUS)
)
THE ESTATE OF CLEGG LAMAR GREENE)
A/K/A LAMAR GREENE, J & P ENTERPRISES,)
AND JULEEN GRAHAM GREENE,)
)
DEFENDANTS.)
)

****

TRIAL TRANSCRIPT
VOLUME I

****

PURSUANT TO NOTICE IN THE ABOVE-ENTITLED MATTER, A HEARING WAS HELD ON THE 9TH DAY OF MAY, 2013, BEFORE THE HONORABLE CHARLES B. SIMMONS, JR., COMMENCING AT THE HOUR OF 9:30 A.M., IN PICKENS, SOUTH CAROLINA.

REPORTED BY: AMY L. MOOREFIELD, RPR

CANNON COURT REPORTING
Certified Verbatim Reporters
Post Office Box 2727
Greenville, South Carolina 29602
864-298-0082 or 864-316-4918
cannonreporting@charter.net

APPEARANCES:

DAVID R. PRICE, JR., ESQUIRE
DAVID R. PRICE, JR., P.A.
318 WEST STONE AVENUE
GREENVILLE, SC 29609
AND
RAYMOND T. WOOTEN, ESQUIRE
SMITH, JORDAN, LAVERY, & LEE, P.A.
1810 E. MAIN STREET
EASLEY, SC 29642
ATTORNEYS FOR PLAINTIFF,

SCOTT R. TALLEY, ESQUIRE
TALLEY LAW FIRM, P.A.
2500 WINCHESTER PLACE, SUITE 100
SPARTANBURG, SC 29301
ATTORNEY FOR DEFENDANTS,
J & P ENTERPRISES AND JULEEN GREEN,

DANIEL E. HUNT, ESQUIRE
LAW OFFICES OF DANIEL E. HUNT
P.O. BOX 887
EASLEY, SC 29641
PERSONAL REPRESENTATIVE OF THE ESTATE.

INDEX

WITNESS: MICHAEL L. BROWN
DIRECT EXAMINATION BY MR. PRICE..... 10
CROSS-EXAMINATION BY MR. TALLEY..... 71
CROSS-EXAMINATION BY MR. HUNT..... 116
REDIRECT EXAMINATION BY MR. PRICE..... 149
RECROSS-EXAMINATION BY MR. TALLEY..... 171
RECROSS-EXAMINATION BY MR. HUNT..... 173
WITNESS: JEFF GREENE
DIRECT EXAMINATION BY MR. PRICE..... 179
CROSS-EXAMINATION BY MR. TALLEY..... 213
CROSS-EXAMINATION BY MR. HUNT..... 232
REDIRECT EXAMINATION BY MR. PRICE..... 236
CERTIFICATE OF REPORTER..... 250
ADMITTED EXHIBITS:
PLAINTIFF'S EXHIBITS:
EXHIBIT NO. 1..... 30
EXHIBIT NO. 2..... 40
EXHIBIT NO. 3..... 44
EXHIBIT NO. 4..... 47
EXHIBIT NO. 5..... 49
EXHIBIT NO. 6..... 53
EXHIBIT NO. 7..... 56
EXHIBIT NO. 8..... 61
EXHIBIT NO. 9..... 64

EXHIBIT NO. 10..... 68
EXHIBIT NO. 11..... 176
EXHIBIT NO. 11-B..... 178
EXHIBIT NO. 12..... 177
EXHIBIT NO. 13..... 177
EXHIBIT NO. 14-A..... 178
EXHIBIT NO. 14-B..... 178
DEFENDANTS' EXHIBITS:
EXHIBIT NO. 1..... 74
ESTATE'S EXHIBITS:
EXHIBIT NO. 1..... 140

(THIS TRANSCRIPT MAY CONTAIN QUOTED MATERIAL. SUCH MATERIAL IS REPRODUCED AS READ OR QUOTED BY THE SPEAKER.)

1 THE COURT: For the record, this is 2008-CP-39-56,
2 Palmetto State Enterprises versus Greene, and others. The case
3 has been referred to me as a special referee.
4 Anything that needs to be stated on the record before
5 we move into trial testimony, Mr. Price?
6 MR. PRICE: Nothing from my plaintiff, Your Honor,
7 unless you want some kind of summary of the claims and
8 allegations.
9 THE COURT: If I don't understand it by now, that's my
10 fault and not yours.
11 MR. PRICE: Fair enough, Judge.
12 THE COURT: All right. And, Mr. Talley, anything for
13 the record?
14 MR. TALLEY: I don't have anything, no, sir.
15 THE COURT: Mr. Hunt?
16 MR. HUNT: Yes, sir. If it please the Court; I want
17 the Court to take particular notice of the fact that I was
18 appointed by the probate judge of Pickens County on April the
19 10th and realized all of a sudden that we have a two-day trial
20 coming up, certainly have not had time to hire counsel, nor to
21 really investigate all the claims, and one of the hallmarks of
22 this Estate, now that I get into it somewhat and start really
23 delving into it, is there's not much there, Your Honor. And I
24 just want the Court to be aware that we are trying – we're
25 going to try to do the best we can with the limited resources –

6

1 the no resources that we have at this point in time, and I did,
2 in fact, ask the Court for a continuance, which the Court has
3 denied. I understand and -- but I just want the record to be
4 clear to that effect, that we have -- we've just been appointed,
5 and it seems to me, Your Honor, under the order in November in
6 this matter that there was -- should have been a 60-day time
7 period. I understand what Your Honor has said. I just want to
8 be sure that my -- I am protected in this.
9 And I also note for the record that everyone who may
10 have had an interest in this matter has had ample notice to come
11 here and participate, defend, et cetera, and so I view my
12 function as certainly, one, trying to find some assets of the
13 Estate, and understand that the -- the -- I understand the sum
14 of the evidence that's about to be presented before this Court.
15 I'm not in possession of anything to counter any of that
16 evidence at this point in time, and I -- Mr. Talley is here, and
17 he was relieved as counsel in March of this year representing
18 the Estate of Mr. Greene. Then I was appointed in April. So
19 I'm -- with that being said, I just want to -- again, I just
20 want to let the record reflect what has transpired.
21 THE COURT: All right.
22 Mr. Price, anything you want to state relative to the
23 request for a continuance?
24 MR. PRICE: Your Honor, just to reiterate my objection
25 to the continuance and to briefly, for our benefit and even for

7

1 Mr. Hunt's benefit, just explain the reason for that. This case
2 has been pending since 2008. Mr. Greene was living when it was
3 filed. He passed during the pendency of the action. It was
4 first on the trial docket in August of 2012. Judge Dennis and
5 Mr. Talley and I jointly decided this was a case that would be
6 better determined by a special referee finding facts than a
7 jury. It was then set before you for November.
8 Your Honor, we had a hearing in October wherein
9 Your Honor determined that it would be appropriate to continue
10 the November hearing and to provide notice to everyone with an
11 interest in the Probate Estate that this was pending, and then
12 they would be given 45 days from the date of the notice to apply
13 for the appointment of a PR or to somehow get the Estate -- get
14 a personal representative appointed for the Estate and to --
15 then this case would be tried 60 days after that. So I read
16 that as a 105-day period from your order, which I believe was
17 dated December 9th. Today is, like, 154 days from that order.
18 So they not only got the 105 from the order, they got an
19 additional 40 something days.
20 Everybody who had appeared in the probate court -- was
21 noticed was sent a copy of that order in December. Everybody
22 with an interest in the Estate was sent a notice of hearing in
23 March when this matter was scheduled by my office. Mr. Talley
24 noticed the Court -- he sent a copy of your order relieving him
25 as counsel to the probate court, and so to the extent there was

8

1 delay by the Estate in getting a PR appointed, it was not the
2 fault of anyone but the people with the interest in the Estate,
3 and they had ample notice of the proceedings.
4 And so while I sympathize with Mr. Hunt's position -- I
5 don't think it was any of his doing -- I don't think that it
6 would be fair to the other people involved in this case, being
7 the Plaintiff and the other Defendants, to continue it for a
8 third time.
9 THE COURT: All right.
10 Mr. Talley, do you wish to be heard on --
11 MR. TALLEY: I don't have anything to add to that, no,
12 sir.
13 THE COURT: All right.
14 And just for the record, yesterday afternoon my staff
15 did receive a telephone call from attorney Hunt, who's a very
16 fine attorney, asking that a continuance be granted based upon
17 the unusual predicament he found himself in. I then scheduled a
18 conference call with all three attorneys and denied Mr. Hunt's
19 motion for a continuance based upon the fact that the case had
20 already been continued back in November. I didn't want to
21 continue it at that time, but procedurally it -- it was just
22 such a mess that there were certain things that I felt needed to
23 be done to get it ready for trial, and Mr. Price has filled in a
24 lot of the -- a lot of the gaps on the reasons behind that. I
25 required the attorneys at that time, Mr. Price and Mr. Talley,

9

1 to send a copy of every ruling, to give notice of every hearing,
2 every trial date, to anyone who may possess any type of interest
3 in the Estate. I made clear that the case would not be
4 continued once set again for trial and then, you know, had the
5 conference call yesterday.
6 And, Mr. Hunt, I understand that you were appointed to
7 represent the Estate a little over 30 days ago; is that correct?
8 MR. HUNT: 30 exactly, Your Honor.
9 THE COURT: So, based on the totality of the
10 circumstances and the fact that this is a very old case, already
11 been delayed, and I set a process and procedure to make sure it
12 wouldn't be delayed again, those are the reasons that I denied
13 the request.
14 So is there anything else you need on the record,
15 Mr. Hunt?
16 MR. HUNT: Nothing, Your Honor.
17 THE COURT: Okay.
18 All right, Mr. Price, you can call your first witness.
19 MR. PRICE: Thank you, Your Honor.
20 Your Honor, the Plaintiff will call Mr. Mike Brown.
21 THE COURT: Come round and place your left hand on the
22 Bible, please, sir. Raise your right hand. Do you swear to
23 tell the truth, the whole truth, and nothing but the truth?
24 THE WITNESS: I do.
25 THE COURT: Okay. Have a seat, please.

10

1 THE WITNESS: Thank you.
2 THE COURT: And if you'll state your full name.
3 THE WITNESS: Michael Lee Brown.
4 EXAMINATION BY MR. PRICE:
5 Q. Mr. Brown, if you don't mind, if you could tell the
6 Court a little bit about yourself. What do you do for a living?
7 A. I'm an agent that represents NFL and college head and
8 assistant football coaches and then also do some engineering and
9 condo development consulting also.
10 Q. Okay. In terms of the engineering and condo
11 development consulting, can you just give us a little bit of a
12 better explanation in terms of what that's about?
13 A. In projects in Tuscaloosa and one getting ready to
14 start in Blacksburg, I've been hired to provide marketing and
15 management organization assistance in the -- with the developers
16 that are doing projects.
17 Q. Okay. And do you have any sort of educational
18 background or training that assists you in that consulting work?
19 A. I have a mechanical engineering degree from Clemson, an
20 MBA from Florida, and since 2007 I have been the manager of
21 Palmetto State, LLC, which was involved -- it was involved in
22 condo development sales.
23 Q. Okay. And I understand at least part of what you do
24 for a living is you represent football coaches as their agent?
25 A. That's correct.

11

1 Q. And are there any coaches connected to this matter that
2 you represent as their agent?
3 A. Yes.
4 Q. Who are they?
5 A. Dabo Swinney at Clemson.
6 Q. Okay.
7 A. Coach Rich Rodriguez at Arizona.
8 Q. All right. What is -- how -- let me ask you this
9 first: How long have you been an agent for football coaches?
10 A. Since around 2003.
11 Q. Okay. Is that your primary source of income?
12 A. It is.
13 Q. Where did you go to college?
14 A. I went to Clemson.
15 Q. And you majored in engineering?
16 A. Mechanical engineering.
17 Q. When did you graduate?
18 A. December 1979.
19 Q. What did you do for a living before you became an
20 agent?
21 A. I worked in the aerospace industry in program
22 management and marketing.
23 Q. What is your connection to the Plaintiff in this
24 action, Palmetto State Enterprises?
25 A. I'm the manager of the LLC since September of 2007.

12

1 Q. Okay. Did you have a connection to the Plaintiff
2 before you became manager?
3 A. Yes.
4 Q. Well, explain that.
5 A. Starting around 2000 -- it would have been in the
6 spring of 2006, two of the members of the LLC, Rich Rodriguez
7 and Ron West, asked me to become involved and start networking
8 with Lamar Greene, who was the managing member of Palmetto
9 States, to kind of just see what was going on, be able to talk
10 back to them as to what was going on with the projects, how they
11 were progressing and things like that.
12 Q. Okay. But you're here testifying in this lawsuit as
13 the present day manager of Palmetto State Enterprises?
14 A. That's correct.
15 Q. And you've been manager since September of 2007?
16 A. September or October when maybe the final paperwork was
17 signed.
18 Q. All right. And Palmetto State Enterprises, LLC,
19 they're the Plaintiff in this lawsuit?
20 A. That's correct.
21 Q. Can you explain to the Court what this lawsuit is
22 about?
23 A. The lawsuit is about recovering funds that were taken
24 from the account and used for purposes other than building and
25 developing condo developments.

13

1 Q. Okay. And can you identify the three Defendants?
2 A. The three defendants are the Estate of Lamar Greene,
3 J & P Enterprises, and Julee Greene.
4 Q. J & P Enterprises of the Carolinas, Incorporated, is
5 what exactly?
6 A. To my knowledge, it's a company who's headquartered in
7 Gastonia, North Carolina. It was founded by Lamar Greene, and
8 at the time that -- that I was aware -- familiar with Lamar,
9 they were in the textile part replacement business.
10 Q. All right. And Julee Greene is who?
11 A. Julee Greene is Lamar's widow, and during the time of
12 the condo development she was employed at J & P Enterprises
13 handling, like, accounts receivable, accounts payable,
14 bookkeeping type duties to my knowledge.
15 Q. And Lamar Greene was a member of Palmetto State
16 Enterprises, LLC?
17 A. That's correct.
18 Q. What is Palmetto State Enterprises, LLC, generally
19 speaking?
20 A. It was an LLC that was formed in around 2004 -- late
21 2004, 2005 with the mission to develop high end luxury condos
22 near university campuses and football stadiums.
23 Q. Okay. And where were those -- where were the condos
24 developed?
25 A. The first project was started and completed in

14

1 Columbia, South Carolina. The development was called The Spur,
2 and it's located right next to Williams-Brice Stadium.
3 Construction was completed in 2006, and the next project was
4 The Legends of Tuscaloosa built in Tuscaloosa, Alabama.
5 Construction started in 2006, and units were available for sale
6 in 2007. There was a planned project in Blacksburg, Virginia,
7 called The Legends of Blacksburg, which in September of 2007
8 only the land had been acquired, and at that time when I became
9 manager of the LLC the project was put to a halt.
10 Q. Okay. So you had three projects in three different
11 states. Was Palmetto State Enterprises the company that
12 actually owned and sold the land that each of those projects was
13 built on?
14 A. Yes. In each state you had to form your own separate
15 LLC. For The Legends of Tuscaloosa the sole member of the
16 Alabama LLC was Palmetto State. For The Legends of Blacksburg
17 it was the same members of Palmetto State plus one other LLC
18 member, Floyd Elliott.
19 Q. Okay. For most intents and purposes Palmetto State was
20 treated as the holding company of these separate LLCs?
21 A. Yes.
22 Q. Who were the members of Palmetto State Enterprises?
23 A. The members were Lamar Greene, Jeff Greene,
24 Rich Rodriguez and Ron West.
25 Q. Okay. And who is Rich Rodriguez?

15

1 A. Rich Rodriguez at the time the LLC was formed was the
2 head football coach at West Virginia University.
3 Q. Okay. What – does he have a connection to the Clemson
4 area?
5 A. In 1999 when Tommy Bowden was hired as head coach,
6 Rich Rodriguez came in and served as an assistant football coach
7 at Clemson University.
8 Q. What was Mr. Rodriguez's percentage of ownership?
9 A. 33 percent.
10 Q. Okay. Who is Ron West?
11 A. Ron West is an assistant football coach who at the same
12 time that Coach Rodriguez came to Clemson came with Tommy Bowden
13 in 1999 and served as an assistant coach at Clemson. He now
14 coaches at the University of North Carolina.
15 Q. And what is his percentage ownership?
16 A. 33 percent.
17 Q. Who is Jeff Greene?
18 A. Jeff Greene is Lamar Greene's son and he works at
19 J & P Enterprises and he himself was a member of the LLC.
20 Q. And what was his percentage of ownership?
21 A. 16 and a half percent.
22 Q. Okay. And Lamar Greene, who is he?
23 A. Lamar Greene was the managing member of the LLC, and
24 his membership percentage was 16 and a half percent.
25 Q. Is Lamar Greene here today?

16

1 A. He is not.
2 Q. Why not?
3 A. He's deceased.
4 Q. Okay. Do you recall when he passed away?
5 A. It was a couple years ago. I can't remember the exact
6 time.
7 Q. All right. When did you first meet Lamar Greene?
8 A. I met Lamar Greene in late 2005.
9 Q. And what were the circumstances of that meeting?
10 A. Ron West wanted me to meet Lamar, and Ron was telling
11 me about the projects – the project that was going on in
12 Columbia and that they had just gone and looked at land in
13 Tuscaloosa in the summer of 2005. So Ron wanted me to hear
14 about the projects, and then Coach Rodriguez and Ron after that
15 time said, hey, we'd like for you to spend maybe a day a week
16 with Lamar and kind of, you know, keep – act as their eyes on
17 the project at that time.
18 Q. All right. Where did the money come from to buy the
19 land and build these projects?
20 A. Well, the model was to get private investor money to
21 accumulate enough so the total value of the construction loan
22 and land cost – at that point in time you could get a loan to
23 do such a project with only 10-percent equity. So the concept
24 was to use private investor money to get the 10-percent equity
25 to get the loan to acquire the land and build the building, and

17

1 so that was the business model. In today's environment it takes
2 about 50- or 60-percent equity.
3 Q. So there were private investors?
4 A. There were.
5 Q. Do you know who some of those investors were?
6 A. Yes.
7 Q. Who?
8 A. Let me see, Terry Don Phillips, Bill D'Andrea,
9 Dabo Swinney. Let me see, go down the list here, Undra Johnson,
10 Tony Gibson, Bill Stewart, the former West Virginia head
11 football coach, Joe Wickline, who's a coach at Oklahoma State,
12 Larry Fedora, who's the head football coach at the University of
13 North Carolina, Rocky McIntosh, who played for the University of
14 Miami and played for the Washington Redskins. Quite a long
15 list.
16 Q. Do you have a general idea how much money was invested?
17 A. Over $3,000,000.
18 Q. And how would these investors get involved with
19 Palmetto State Enterprises?
20 A. Lamar would – it was through a network of contacts
21 that Lamar knew, and then having the relationships with Ron and
22 Rich, got to meet – expand their network, and Lamar would tell
23 people about the project and give them the opportunity to
24 invest, and they would – and so the rate – promise rate of
25 return could have been anywhere from 10, 12, 20, 50 and

18

1 sometimes even, I believe, 100 percent in that.
2 Q. What to your knowledge were Coach Rodriguez's and
3 Coach West's role with Palmetto State?
4 A. They were basically silent members. With their job
5 responsibilities they had no time to get involved in the
6 day-to-day affairs of the LLC, and so Lamar Greene was
7 designated in the LLC operating agreement as the managing
8 member.
9 Q. Okay. And so it's fair to say that Lamar Greene ran
10 the company?
11 A. Yes.
12 Q. Did he handle the money?
13 A. Yes.
14 Q. And when did -- when did -- remind me again when you
15 became involved with Palmetto State.
16 A. I became involved in late 2005, early 2006.
17 Q. And what were you doing exactly?
18 A. Well, as time went on there was a need more for -- when
19 they especially started to do the Tuscaloosa and Columbia
20 projects in parallel, just more need for help and oversight and
21 things like that, and so with my marketing background and my
22 engineering and organizational skills I became more involved.
23 Q. And I guess my question would be -- I'd like some
24 understanding specifically what you were doing.
25 A. Eventually, as time went on in '06 and into early '07,

19

1 I helped with the marketing of the -- interfacing with the
2 real estate group who was marketing the Tuscaloosa project,
3 helped with the marketing at that point in time with The Spur
4 development as they were getting ready to finish the building
5 and start closing on units down there. They had unsold units.
6 So basically -- by 2007, I basically kind of handled
7 the organization of that and the marketing, Jeff Greene handled
8 all of the zoning type issues on developments and land
9 acquisition, and Lamar was doing all the interfacing with the
10 construction company, investors and handling all the money.
11 Q. Were you compensated for your work?
12 A. I was.
13 Q. How were you compensated?
14 A. My rate was $500 a day when I was -- on the days that I
15 did work with them.
16 Q. Did your role at Palmetto State change over time?
17 A. Yes, it did.
18 Q. All right. How?
19 A. In 2007, September October time frame when Lamar Greene
20 was removed as manager of the LLC and myself and Floyd Elliott
21 were named the co-managers of the LLC.
22 Q. Okay. Coach West -- I guess football coaches tend to
23 measure time in football games. He related what we're about to
24 talk about in the discovery of what they felt were mismanaged
25 funds to be around the Clemson Florida State game of 2007.

20

1 MR. TALLEY: Your Honor, I object. Counsel's
2 testifying. That's actually hearsay from another party.
3 MR. PRICE: Well, I didn't quite finish my question,
4 but --
5 MR. TALLEY: I didn't hear a question.
6 THE COURT: You were kind of heading in the direction
7 of some hearsay, so --
8 MR. PRICE: I was. Okay.
9 EXAMINATION RESUMED BY MR. PRICE:
10 Q. Does Labor Day 2007 seem reasonable?
11 A. Yes, around that time frame.
12 Q. Okay. And how, to your knowledge, was -- what we're
13 here about today, how was that discovered?
14 A. In August of 2007, there were a couple things that
15 happened. One is I finally -- I had access to the
16 First Citizens monthly bank statements at that time and also,
17 too, had access to the construction loan's bank statement at
18 that time.
19 Q. Which construction loan?
20 A. It was the Tuscaloosa project construction loan.
21 Q. Okay.
22 A. And I discovered two things. One is there was a lot
23 more money owed on the construction Tuscaloosa loan than -- than
24 what should have been, and I contacted the loan officer and
25 discovered there were improprieties. And then I went through

21

1 the bank statements and discovered that there had been checks --
2 numerous checks written for personal use and to J & P
3 Enterprises, and in August of 2007 I was so concerned I
4 contacted Jeff Greene and met with Jeff Greene and showed Jeff
5 the documents, and Jeff was as shocked as I was.
6 Q. All right. So when was this raised to the other
7 members of the LLC's attention?
8 A. I raised it to Coach Rodriguez around Labor Day of 2007
9 and to Ron West about the same time.
10 Q. And as a result of that, what happened?
11 A. After first raising the issue to Jeff, Ron and Rich, I
12 did more digging and investigating. I presented the evidence to
13 Ron and Rich, and then they contacted Chris Olson in Clemson,
14 South Carolina and retained him as legal counsel to represent
15 them in trying to figure out what the situation was.
16 Q. And in the course of these legal proceedings, you and
17 Floyd Elliott were appointed co-managers of Palmetto State?
18 A. Yes.
19 Q. And were you co-managers of any other companies?
20 A. No.
21 Q. Who is Floyd Elliott?
22 A. Floyd Elliott was a -- originally he was an investor in
23 The Spur and the Tuscaloosa project, an individual investor who
24 put money up as part of that equity model, and then eventually
25 he became a member of The Legends of Blacksburg, LLC. That was

22

1 an LLC that included the other three members of Palmetto State
2 Enterprises with the intention to do a project in Blacksburg,
3 Virginia.
4 Q. What is his role with the LLC today?
5 A. He doesn't have a role.
6 Q. Okay. Why not?
7 A. He resigned his position as manager of the LLC.
8 Q. When was that?
9 A. I would say it was probably around 2008.
10 Q. Okay. After you became manager of Palmetto State, what
11 was your role then?
12 A. My role was to -- ultimately to finish and close out
13 the -- all three different projects in Columbia, Tuscaloosa and
14 Blacksburg, which detailed sales of remaining units, making sure
15 all accounts payable were satisfied and all secured creditors
16 and hopefully eventually unsecured creditors were satisfied.
17 Q. So you were working towards finishing the project and
18 winding down the LLC?
19 A. Yes.
20 Q. How far along was The Spur at that time?
21 A. The Spur was completed and units were being sold.
22 About 90 days prior to that in June of '07, Regions Bank, the
23 bank who did the construction loan, had sent foreclosure notices
24 to Palmetto State in regards to the construction loan was still
25 outstanding, unpaid and past due, and so an arrangement was

23

1 worked out with Regions Bank to conduct an auction of units at
2 The Spur in July of 2007 to quickly raise cash to satisfy the
3 construction note. So that auction was held, funds were raised
4 enough to satisfy the construction note, and there were even
5 more excess funds that were gathered, which eventually were used
6 to pay off unsecured creditors. But there still remained some
7 units that needed to be sold down there, and there were still
8 some outstanding accounts payable.
9 Q. What about the project in Tuscaloosa?
10 A. The project in Tuscaloosa was just -- had just finished
11 construction, and units were being closed in July, August of
12 2007 preceding the start of the 2007 football season down there.
13 Q. And the project in Blacksburg?
14 A. At that time the land had been acquired. In June of
15 2007, there was a banknote -- a loan that was used to acquire
16 that land, and it was supposed to be converted over into a
17 construction loan in September of 2007 at about the time the
18 issues were discovered.
19 Q. So were you able to finish these projects?
20 A. The Columbia and Tuscaloosa projects, all the units
21 were eventually completely sold, the accounts payable and
22 secured creditors paid. The Legends of Blacksburg, that project
23 did not go forward. A group came in and purchased the
24 outstanding banknote from the bank, and they're off doing their
25 project.

24

1 Q. Okay. You mentioned secured investors were paid in
2 full. Were all the investors paid in full?
3 A. They were not.
4 Q. All right. Why not?
5 A. There were no funds left to pay the -- those investors.
6 Q. The unsecured investors?
7 A. That's correct.
8 Q. After you became manager of Palmetto State, did you
9 attempt to identify moneys that were misappropriated?
10 A. Yes.
11 Q. How?
12 A. The -- your law firm at that time subpoenaed bank
13 records from all of the known bank accounts that were in the
14 name of Palmetto State, and we went back working with an
15 accountant and identified all of the deposits into the accounts
16 and all of the debits out of the accounts. So we did a very
17 thorough job of tracing the money.
18 Q. So you compared the debit -- you identified the debits
19 and attempted to identify whether they involved LLC business?
20 A. Yes.
21 Q. Did you have an idea of what LLC business would have
22 been?
23 A. Yes.
24 Q. How?
25 A. Well, by being involved with the LLC since the 2005,

25

1 2006 time frame, traveling to the sites, I got to know, you
2 know, who the construction companies were, who the
3 subcontractors were and who basically was doing working business
4 for the -- as part of the developments.
5 Q. How many bank accounts did Palmetto State have?
6 A. At the time I was the -- in 2007, I thought there was
7 only one, but later came to discover there were around four or
8 five.
9 Q. Okay. Where were all these accounts at?
10 A. Let me see. One was at Regions Bank. One was at NBSC.
11 I remember those two. I can recall those two in addition to the
12 First Citizens.
13 Q. Okay. And where would the money in those bank accounts
14 have come from?
15 A. They came from deposits, moneys taken from investors.
16 They actually went out and got some -- a personal loan in one
17 case from a wealthy individual, in one case, and then in another
18 case -- in South Carolina you're allowed to use deposits -- the
19 10-percent or 20-percent deposits that are put down as sales
20 contracts.
21 Q. On condos?
22 A. On condos. And so in regards to The Spur development,
23 moneys were taken out of the escrow account, held by who was
24 going to be the closing attorney, and transferred out of that
25 under the umbrella they were going to be used for executing the

26

1 project, and those funds were used to set up one of the
2 accounts.
3 Q. Did you personally investigate the bank records?
4 A. I did.
5 Q. And were you able to identify what expenses were
6 legitimate and authorized and which were not?
7 A. To the best of my ability and knowledge.
8 Q. Do you believe that you're the best person -- or that
9 you are the person in the best position to testify today as to
10 which charges or payments from Palmetto State accounts --
11 A. Yes.
12 Q. -- were legitimate and which were not?
13 A. Yes.
14 Q. And why is that?
15 A. Basically because of my history of being able to
16 observe all the actions of the LLC since about 2005, 2006, up
17 until September of 2007.
18 Q. Okay.
19 MR. PRICE: Your Honor, logistically speaking, I'd like
20 to use two copies of the same exhibit, authenticated, and if
21 it's admitted into evidence, allow each of you to review them
22 contemporaneously.
23 THE COURT: That's fine.
24 MR. PRICE: I think you might follow better.
25 EXAMINATION RESUMED BY MR. PRICE:

27

1 Q. Mr. Brown, I'm going to hand you an exhibit marked
2 Plaintiff's Exhibit 1. I'm handing you a copy also. If you can
3 review the exhibit marked Plaintiff's Exhibit 1 and -- first of
4 all, have you ever seen that exhibit?
5 A. I have.
6 Q. Do you know what it is?
7 A. Yes.
8 Q. Okay. What is it?
9 A. It's a spreadsheet of all of the checks written out of
10 the First Citizens bank account set up to do Palmetto State
11 Enterprises for -- that were unallowable charges and did not
12 relate to condo development business.
13 Q. Okay. Now, you said it's a spreadsheet. What's
14 attached to it?
15 A. What's attached to it are the bank statements and
16 checks starting when the account was opened in January 2005
17 until September 2007.
18 Q. And which account are we talking about?
19 A. The First Citizens account called -- titled Palmetto
20 Properties, LLC, in the name of Lamar Greene with 144 Riverpoint
21 Drive, Clemson, South Carolina, as the address on the account.
22 Q. Were those banking records acquired, kept and
23 maintained by Palmetto State in its regular course of business?
24 A. They were.
25 Q. And are they true and accurate copies of the records --

28

1 A. They are.
2 Q. -- from the account?
3 Let me ask you about the spreadsheet. Who created the
4 spreadsheet?
5 A. I created the spreadsheet.
6 Q. And do you believe that the spreadsheet marked
7 Plaintiff's Exhibit 1 is a true and accurate summary of the
8 unauthorized checks that Lamar Greene wrote out of the
9 First Citizens account?
10 A. I do.
11 Q. And is the calculation on that spreadsheet derived from
12 the charges reflected on the records that are attached to it?
13 A. Yes.
14 Q. Okay. And how much is that total?
15 A. The total is $748,069.42.
16 Q. And how did you calculate that amount?
17 A. I just summed up and added up all of the unallowable
18 charges from January 2005 until September 2007.
19 Q. And is it your testimony that you believe that each of
20 those charges shown on the spreadsheet did not go to pay
21 legitimate company expenses and weren't authorized by --
22 MR. HUNT: Your Honor, I've sat here and listened to
23 him testify. Yes, yes, yes, from the witness. I think it's
24 improper, and I think it ought to be -- there's a particular way
25 to ask a question and receive a proper answer, and I don't think

29

1 we're seeing that right now. I think he's testifying. If he
2 wants to take the stand, he ought to. I object.
3 THE COURT: So is your objection that he's leading?
4 MR. HUNT: Absolutely, yes, sir.
5 THE COURT: All right. Don't lead.
6 MR. PRICE: Yes, sir.
7 EXAMINATION RESUMED BY MR. PRICE:
8 Q. What does that spreadsheet -- what do you believe that
9 shows?
10 A. It shows the First Citizens bank account, which
11 Palmetto State was doing business -- the total amount and also
12 individual checks that were used by Lamar Greene that did not
13 have anything to do with condo development business.
14 Q. How did you identify what charges were legitimate and
15 which were not?
16 A. I would go through and look at who the -- I looked at
17 the dates, I looked at who the payee was, and in some cases it
18 was pretty easy to see that they didn't have anything to do with
19 condo development business. And then in a lot of cases he
20 would -- there were notations as to what the check was for.
21 Based on the date, there was no way it could have been used for
22 that.
23 MR. PRICE: Okay. At this time I'll move to enter
24 Plaintiff's Exhibit 1 into evidence.
25 THE COURT: Any objection?

30

1 MR. TALLEY: No objection.
2 MR. HUNT: Your Honor, I -- before all this gets into
3 the record, it just strikes me that there's a -- by their own
4 documentation and their own spreadsheet -- for instance, on the
5 first page, Tom James Engineering, Tuscaloosa, 2691, et cetera,
6 et cetera, et cetera, and furniture in The Spur, you know, this
7 and that -- I think that -- I'm very well aware of trying to
8 minimize some of the time that we're going to take, but I notice
9 that there's absolutely -- there's absolutely nothing backing up
10 any of this, and so I object that it be received into evidence
11 until then.
12 THE COURT: I will overrule your objection. I think
13 that goes more to the weight to be given as opposed to the
14 admissibility, and I think the case law is that as long as the
15 witness is qualified to give his opinion -- you can certainly go
16 into it on cross-examination with him and attempt to impeach his
17 conclusions that he's drawn from these documents.
18 (Thereupon, Plaintiff's Exhibit Number 1 was admitted
19 into Evidence.)
20 MR. HUNT: Thank you, sir.
21 THE COURT: Yes, sir.
22 MR. PRICE: Your Honor, to the extent this exhibit's
23 been moved into evidence, I would suggest that I hand the Court
24 the exhibit and Mr. Brown review the copy. I think logistically
25 that may --

31

1 THE COURT: That's fine. Could we do it the other way
2 in case I need to make any notes on it?
3 MR. PRICE: Yes, sir.
4 THE COURT: Thank you.
5 EXAMINATION RESUMED BY MR. PRICE:
6 Q. Mr. Brown, explain to us how to read that spreadsheet.
7 I see that it has several columns.
8 A. Each check, which there's a copy of, and the following
9 pages is numbered. The pages are numbered too, so we identify
10 also which page it is on. The date column indicates the date
11 that the check was written. The check number indicates what
12 check it was. The payee is who the check was made out to, and
13 the amount was what the amount was on the check.
14 Q. So the Court can use that to find the specific canceled
15 checks listed on the spreadsheet and the banking records
16 attached to it?
17 A. Yes.
18 Q. And what are the other columns on the spreadsheet?
19 Those list the payee, the date, and the amount?
20 A. Yes.
21 Q. All right. What about the items highlighted in green?
22 What does that signify?
23 A. Those were checks written to J & P Enterprises with --
24 with noted on the check, "loan."
25 Q. Remind us what J & P Enterprises is.

32

1 A. It was a company at that time that was owned by
2 Lamar Greene and Jeff Greene and Julee Greene were employees at.
3 Q. Do you know whether it's still in business?
4 A. To the best of my knowledge, it still is.
5 Q. Do you know where?
6 A. Its headquarters is -- was, to my knowledge, in
7 Gastonia, North Carolina.
8 Q. Okay. Who runs it now?
9 A. I believe Jeff does, Jeff Greene.
10 Q. Why would there be payments from a Palmetto State
11 account to J & P Enterprises?
12 A. I have -- there should not have been.
13 Q. Is there any reason why that would be a legitimate
14 company expense?
15 A. No.
16 Q. Is there any reason to believe that that was authorized
17 by the other members?
18 A. It was not authorized by Ron West or Rich Rodriguez.
19 Q. What do you know then about how those payments came to
20 pass?
21 A. What I know now is that Julee Greene, who was the
22 bookkeeper at J & P Enterprises, would contact Lamar Greene and
23 notify Lamar that there was not enough money in the J & P
24 Enterprises' account to cover their accounts payable, and Lamar
25 would authorize and tell Julee in some cases -- in some cases

33

1 Lamar did it himself -- to transfer money out of the Palmetto
2 State's account into the J & P account. And so checks were
3 written out of the Palmetto State's account to J & P
4 Enterprises, some signed by Lamar Greene, some signed by
5 Julee Greene, and I believe in almost all the cases the deposit
6 tickets were filled out by Julee Greene.
7 Q. How many checks were written out of the First Citizens
8 account to J & P Enterprises?
9 A. I count 25.
10 Q. And what is the subtotal of that amount?
11 A. The subtotal is $112,303.
12 Q. All right. So let me -- we know about the J & P
13 Enterprises payments. Let me ask you about a few of the other
14 payments. What about Item Number 69, 118, 124, 135, 152, or
15 170? Who were those payments made to?
16 A. They were made out to Darren Bruce Ministries.
17 Q. Were those legitimate business expenses?
18 A. They were not.
19 Q. Who is Darren Bruce?
20 A. Darren Bruce at one time was the team chaplain for the
21 Clemson football team and was -- at some point was no longer the
22 team chaplain, and he started up his own ministry, I believe,
23 located in Anderson, South Carolina.
24 Q. What would he have done for Palmetto State?
25 A. He was a minister. I don't know what he would have

34

1 done.
2 Q. What about Item Number 154? What is that?
3 A. 154 is made out to Clyde Turney Builder for 2,571.
4 Q. Was that a legitimate business expense of
5 Palmetto State?
6 A. It was not.
7 Q. What was that payment for?
8 A. It was used to do work on Lamar and Julee Greene's
9 residence in Gaffney, South Carolina.
10 Q. How do you know that?
11 A. How do I know that? I heard Julee testify to it in her
12 deposition.
13 Q. Okay. What about Item Number 47, which was a $500
14 payment to Riverpoint Dock Association?
15 A. That was not a legitimate company expense.
16 Q. All right. What is Riverpoint?
17 A. Riverpoint was a development in Clemson,
18 South Carolina, that Lamar Greene, I believe, was the developer
19 and actually built a house which he was residing in and is the
20 development where the -- actually is the address on the checking
21 account that we're going through right now.
22 Q. All right. Let's turn to Page 20 if you don't mind.
23 Let's talk -- Mr. Hunt raised these issues about Tom James, the
24 engineer, so let's talk about them. If you turn to Page 20 of
25 the bank records --

35

1 A. Yep.
2 Q. -- do you see a $2,139.37 check to Tom James?
3 A. I do.
4 Q. All right. What's that item number?
5 A. The item number is 38.
6 Q. Okay. And what does it say that check is for on the
7 memo line?
8 A. Engineer.
9 Q. All right. Turn to Page 27. Do you see the check
10 labeled Item Number 54?
11 A. I do.
12 Q. Who is that to?
13 A. Tom James.
14 Q. How much is it for?
15 A. $2,000.
16 Q. What does it say on the memo line?
17 A. "Engineering design."
18 Q. Okay. Turn to Page 34. What is Item 65?
19 A. Let's see here. Tom James.
20 Q. How much?
21 A. $2,679.
22 Q. What does it say in the memo line?
23 A. Engineering.
24 Q. Do you know if Tom James is really an engineer?
25 A. He's not an engineer.

36

1 Q. What is he?
2 A. He's a clothier, a tailor, out of Spartanburg,
3 South Carolina.
4 Q. Okay. Do you know -- do you believe that that was an
5 authorized expenditure of Palmetto State?
6 A. Yes, it was unauthorized.
7 Q. It was unauthorized?
8 A. That's correct.
9 Q. Okay. Why would those checks if they were to a
10 clothier say engineer on them?
11 A. I have no knowledge or idea why.
12 Q. All right. Are there other expenses that you'd like to
13 point out to the Court?
14 A. There's a few here, yes. There's checks written out to
15 Furniture Showcase. Item Number 79, Item Number 83, they
16 were -- Item Number 93, 83, 79, they were used to buy furniture
17 for personal use by Lamar Greene that was placed in his
18 Riverpoint condo and also the condo he owned at Clemson Towers.
19 Q. Okay. Are there other expenditures?
20 A. Yeah. Let me see here. Yes, there were two checks
21 written to Carolina Plastic Surgery, one for 13,000, and I know
22 there was a second one somewhere about the same time. But
23 Carolina Plastic Surgery, that was paid for Lamar to have
24 plastic surgery.
25 Q. Okay. What about Item 78 on Page 38?

37

1 A. Talley Law Firm, Spur legal.
2 Q. Okay. I know that Mr. Talley represents the
3 Defendants, J & P and Julee Greene, and has in the past
4 represented Lamar Greene in this action. To your knowledge, did
5 the Talley Law Firm ever provide legal services to Palmetto
6 State Enterprises?
7 A. Not at that time.
8 Q. Okay. Are there any other charges you'd like to
9 address on that exhibit?
10 A. No, not at this time.
11 Q. Okay. Why are the charges that are listed on that
12 exhibit listed on that exhibit.
13 A. This is funds that were taken out of this bank account
14 that was supposed to be going toward condo development that were
15 not used for condo development and in many cases were for
16 personal use by Lamar Greene.
17 Q. So you have personally reviewed every single
18 itemization on that list?
19 A. I have.
20 Q. And you believe that all of them were unauthorized and
21 not for legitimate purposes?
22 A. Yes.
23 Q. I'm going to show you another exhibit. This is
24 Plaintiff's Exhibit 2. Can you identify the exhibit marked
25 Plaintiff's Exhibit 2?

38

1 A. It's records of a bank account in the name of
2 Palmetto State Enterprises with Regions Bank.
3 Q. Okay. Where was that bank account held?
4 A. Pardon me?
5 Q. You said it's at Regions Bank?
6 A. Yes, it is.
7 Q. Okay. And what does that exhibit specifically consist
8 of?
9 A. What it does – it consists of monthly bank statements
10 showing the deposits, the debits, and canceled checks from that
11 account starting in June of 2005 through September 2007.
12 Q. Okay. And those banking records, those are from the
13 Palmetto State account at Regions Bank?
14 A. Yes.
15 Q. And were those banking records acquired, kept, and
16 maintained by Palmetto State in its regular course of business?
17 A. Yes.
18 Q. All right. Are they true and accurate copies of the
19 banking records kept by Palmetto State?
20 A. Yes.
21 Q. And then is there a spreadsheet attached to it?
22 A. There is.
23 Q. And what is the spreadsheet?
24 A. The spreadsheet gives a summary of the unallowable
25 charges that were identified in these bank statements. Each one

39

1 of the charges, whether it was a debit or check, is identified
2 by a number. The page that that record is on is – the page
3 number is given, the date of the transaction, the check number,
4 the payee, and the amount.
5 Q. Who created that spreadsheet?
6 A. I did.
7 Q. And is the calculation of charges reflected on the
8 spreadsheet summary derived from the records attached to it?
9 A. Yes.
10 Q. How much is the total of the charges – the
11 unauthorized charges from Regions Bank?
12 A. $70,987.14.
13 Q. How did you calculate that amount?
14 A. I went up and added all of the unallowable charges
15 since the – since June of 2005 through September of 2007.
16 Q. All right. Was any of those charges paid to
17 J & P Enterprises?
18 A. There were.
19 Q. How are they signified on the spreadsheet?
20 A. They're outlined and highlighted in green.
21 Q. Okay. How much was paid to J & P Enterprises?
22 A. $11,984.65.
23 Q. Okay. How did you identify what charges were
24 legitimate and what – and authorized and which were not?
25 A. You could go through and look at the location, the

40

1 dates, who the payees were made out to. For example, in many
2 cases I knew Lamar – his schedule was every Monday he did
3 J & P Enterprises business, and so I went through and any of
4 the – he would travel from Clemson to Gastonia and back on
5 Mondays conducting J & P business. So I went through and looked
6 at the dates and identified those Mondays, and those charges
7 were unallowable.
8 Then a lot – there were a lot of charges for gas and
9 meals on weekends, and I went through and looked at that and
10 then again who the payees were. For example, there was quite a
11 number of charges to a Sam's Town Hotel in January of 2006,
12 which I believe is a gambling resort in Louisiana.
13 Q. Okay.
14 MR. PRICE: Your Honor, at this time I'd move to enter
15 Plaintiff's Exhibit 2 into evidence.
16 THE COURT: Any objection, gentlemen?
17 MR. TALLEY: No.
18 THE COURT: All right. Thank you.
19 (Thereupon, Plaintiff's Exhibit Number 2 was admitted
20 into Evidence.)
21 MR. PRICE: Your Honor, if I could provide you a copy
22 of Exhibit 2.
23 THE COURT: All right. Thank you.
24 EXAMINATION RESUMED BY MR. PRICE:
25 Q. Mr. Brown, are there any particular charges that you'd

41

1 like to point out to the Court on Plaintiff's Exhibit 2?
2 A. Not at this time.
3 Q. You mentioned some charges like on Mondays or to the
4 Sam's Club. You could just show us the page and item so we
5 could see that.
6 A. Sam's Club is Item 41 through 48 on Page Number 15.
7 They were check card expenses. There's actually a couple I want
8 to point out. One was Item Number 13, Statement Page Number 6
9 and 7, a check to Lew Jordan for $6,000. Lew Jordan is a
10 realtor in Clemson, South Carolina, who had nothing to do with
11 the projects under Palmetto State, but he was – Lamar Green did
12 do a previous development in Clemson called the Clemson Towers,
13 which was just finishing completion at the time that
14 Palmetto State was formed, and Lew Jordan was a realtor who
15 marketed the properties down there. And so this was a check
16 written to Lew Jordan to cover moneys owed to him under the
17 Clemson Towers project.
18 MR. PRICE: Your Honor, will the Court permit me to
19 stick my head out the door for 30 seconds and ask Mr. Wooten
20 something?
21 THE COURT: Certainly.
22 (Discussion off the record.)
23 MR. PRICE: Thank you, Your Honor.
24 EXAMINATION RESUMED BY MR. PRICE:
25 Q. Mr. Brown, did you personally review each of the items

42

1 shown on that spreadsheet?
2 A. I did.
3 Q. Can you tell the Court why you would have included each
4 of those items?
5 A. In my mind, they did not have anything to do with
6 real estate development under the umbrella of Palmetto State to
7 do projects in Columbia, Tuscaloosa, or Blacksburg, Virginia.
8 Q. Okay. I'm going to hand you another exhibit marked
9 Plaintiff's Exhibit 3. Can you identify Plaintiff's Exhibit 3,
10 Mr. Brown?
11 A. It's a summary page with backup of checks written out
12 of an account at NBSC, and then also there -- it also includes
13 records from the First Citizens bank account of cash withdrawals
14 made from January of '05 through September of '07 and also
15 includes records of a wire transfer out of the First Citizens
16 account.
17 Q. Let me see that.
18 MR. PRICE: Your Honor, we had a stapling error on
19 Exhibit 3 that I'm going to try to rectify. Let the record
20 reflect there was an exhibit of cash withdrawals that we intend
21 to treat as a separate exhibit that I've removed from the
22 exhibit marked Exhibit 3.
23 THE COURT: Do you need some clips?
24 MR. PRICE: It wouldn't hurt. I think I've --
25 EXAMINATION RESUMED BY MR. PRICE:

43

1 Q. Mr. Brown, I'm going to hand you the modified
2 Plaintiff's Exhibit 3, and if you can just state for the record
3 what that is.
4 A. It is -- it's a summary of checks written out of an
5 account at NBSC under an account that was opened up with
6 Palmetto State Enterprises with the address being 144 Riverpoint
7 Drive, Clemson, South Carolina 29631. The Riverpoint Drive
8 address was also Lamar Greene's place of residence.
9 Q. Okay. Let me ask you about those banking records.
10 Those are records from a Palmetto State account at NBSC?
11 A. Correct.
12 Q. Are they records that were acquired, kept, and
13 maintained by Palmetto State in its regular course of business?
14 A. Yes.
15 Q. Are they true and accurate copies of the banking
16 records?
17 A. Yes.
18 Q. And the spreadsheet attached to that, what is that?
19 A. The spreadsheet -- after going through and looking at
20 copies of checks from that account, this spreadsheet is a
21 summary of those checks which were unallowable -- which I
22 considered to be unallowable and did not have anything to do
23 with Palmetto State Enterprises' condo developments.
24 Q. Who created that summary?
25 A. I did.

44

1 Q. And the calculations on it are reflected from the
2 records attached to it?
3 A. That's correct.
4 Q. Okay.
5 MR. PRICE: Your Honor, I'd move to enter
6 Plaintiff's Exhibit 3 into evidence.
7 THE COURT: All right.
8 (Thereupon, Plaintiff's Exhibit Number 3 was admitted
9 into Evidence.)
10 EXAMINATION RESUMED BY MR. PRICE:
11 Q. Mr. Brown, what is the total of unallowable charges
12 shown on that exhibit?
13 A. $26,227.01.
14 Q. And how did you calculate that amount?
15 A. I added up all of the amounts of the unallowable checks
16 and came up with that amount.
17 Q. Was any of that paid to J & P Enterprises?
18 A. $6,300 were.
19 Q. Okay. And how are the payments to J & P Enterprises
20 signified?
21 A. They're highlighted in green on the summary sheet, and
22 then the related checks are identified by the item number and
23 the statement page number.
24 Q. Okay. And you specifically reviewed each of the items
25 shown on that spreadsheet?

45

1 A. I have.
2 Q. Can you tell us why you would have included each of
3 those items?
4 A. They did not have anything to do with Palmetto State's
5 condo development.
6 Q. Are there any particular charges that you would like to
7 point out to the jury?
8 A. Sure.
9 Q. The Court rather.
10 A. I can go down -- The Spur development construction loan
11 did not close until the summer of 2005, and usually it takes a
12 long time to build a building before you need any granite
13 countertops. So Star Granite -- and at the same time the
14 Clemson Towers was still being finished. So the check to
15 Star Granite for $5,519 went to countertops for Clemson Towers,
16 which was a Lamar Greene development and not Palmetto State's.
17 The check to Superior Fitness, I'm pretty sure, went to buy
18 the workout equipment that went in the room. National City
19 Mortgage, that looked like an amount for a personal type
20 mortgage. J & P -- Palmetto State did not have any accounts or
21 mortgages with National City. We had Countertop Solutions
22 again. Lowden (phonetic) Construction is a construction
23 company, I believe, in Seneca, South Carolina, and I do believe
24 they did work at the Clemson Towers. Barton Builders did work
25 at the Clemson Towers. They did no work at all on any of the

46

1 condo developments. And there's another $6,000 check to
2 Lew Jordan, who was the realtor on the Clemson Towers project,
3 and Lew Jordan had nothing to do with any of the marketing or
4 real estate work with any of the three Palmetto State
5 development projects.
6 Q. Mr. Brown, I'm going to hand you another exhibit marked
7 Plaintiff's Exhibit 4. Mr. Brown, can you identify the exhibit
8 marked Plaintiff's Exhibit 4?
9 A. What it is is a list of -- ask your question again.
10 Q. Can you tell us what that exhibit is,
11 Plaintiff's Exhibit 4?
12 A. What it is is -- from all of the Palmetto State
13 First Citizens bank account monthly statements, it's copies of
14 the monthly statements where there were direct debits from the
15 account to an account at Greenville First Bank. And then the
16 first page is a summary of when those transfers started and the
17 amount and what the total amounts were of all those individual
18 direct debits to Greenville First.
19 Q. Now, those bank records, were they acquired, kept, and
20 maintained by Palmetto State in its regular course of business?
21 A. They were.
22 Q. Are they true and accurate copies of Palmetto State's
23 banking records?
24 A. Yes.
25 Q. Who created the summary?

47

1 A. I did.
2 Q. Okay. And what does it list?
3 A. What it does -- the letter identifies each individual
4 debit in the following monthly statements and what page number
5 that debit can be found, the date it was made, and what the
6 transaction number -- account number that it went into and the
7 amount.
8 Q. Okay.
9 MR. PRICE: Your Honor, I'd move to enter that into
10 evidence.
11 THE COURT: All right.
12 MR. TALLEY: No objection.
13 (Thereupon, Plaintiff's Exhibit Number 4 was admitted
14 into Evidence.)
15 EXAMINATION RESUMED BY MR. PRICE:
16 Q. Mr. Brown, if you can explain to us the significance of
17 the automatic debits listed on Plaintiff's Exhibit 4.
18 A. The significance is these debits were made and payments
19 were made to Greenville First Bank on a monthly basis, and they
20 had nothing to do with the condo developments by Palmetto State.
21 Q. These were automatic debits out of the First Citizens
22 account?
23 A. That's correct.
24 Q. Okay. And what I want to be clear about is these
25 debits were in addition to the $748,000 in checks that are

48

1 listed on Plaintiff's Exhibit 1; correct?
2 A. Yes.
3 Q. Okay. Who do you -- who or what do you believe those
4 debits were paid to?
5 A. They were paid for an account that had to do with
6 Lamar Greene's personal -- personal loan or something.
7 Whatever. It did not have anything to do with Palmetto State's
8 business.
9 Q. How did you identify them?
10 A. Well, first of all, you can go through and -- there
11 were never -- there was a point in time where the members of the
12 LLC -- the LLC did take a loan out at Greenville First, but it
13 was at a date later than what the start date was of these
14 transactions. It was like later in 2006 that that took place.
15 The first transaction here started in February of 2005, and you
16 can tell by the transaction number that it went into the same
17 account at Greenville First Bank.
18 Q. Okay. And -- so you're confident that these did not
19 pay Palmetto State's expenses?
20 A. Very confident.
21 Q. Okay. What is the total amount shown on that exhibit?
22 A. $16,440.01.
23 Q. And that is in addition to the unauthorized charges
24 shown on Plaintiff's Exhibit 1?
25 A. Correct.

49

1 Q. I'm going to hand you another exhibit marked
2 Plaintiff's Exhibit 5. Mr. Brown, can you identify
3 Plaintiff's Exhibit 5?
4 A. Yes. It's a summary of the salary history that
5 Lamar Greene was paid for acting as the managing member of
6 Palmetto State, LLC, from July 2005 until September 2007.
7 Q. Okay. What are the records attached to it?
8 A. The records are copies of checks from the
9 First Citizens account that were made out to Lamar Greene
10 designated as salary.
11 Q. Were those records acquired, kept, and maintained in
12 the regular course of Palmetto State business?
13 A. Yes.
14 Q. And they're true and accurate copies?
15 A. They are.
16 Q. Who created the spreadsheet?
17 A. I created the spreadsheet.
18 Q. All right. And is that a true and accurate summary?
19 A. Yes, it is.
20 MR. PRICE: I move to enter that into evidence,
21 Your Honor.
22 THE COURT: All right.
23 (Thereupon, Plaintiff's Exhibit Number 5 was admitted
24 into Evidence.)
25 EXAMINATION RESUMED BY MR. PRICE:

50

1 Q. Mr. Brown, I'm going to provide the Court a copy of
2 Plaintiff's Exhibit 5 and then ask you to explain to the Court
3 how to read that.
4 A. What it does – it lists in chronological order
5 beginning in July 2005 the salary payments that I know of that
6 were made to Lamar Greene. In the first project, on The Spur
7 construction loan with Regions Bank, there was an agreement as
8 an allowable expense under the umbrella of that construction
9 loan that Lamar would be paid $10,000 as the managing member of
10 the LLC. So what happened is there were – he would put in a
11 draw request to the loan officer at Regions Bank and then the
12 loan officer would approve it and a cashier's check would be
13 made out to Lamar Greene for the amount of $10,000.
14 So I identified those salary payments that came out of
15 the Regions Bank construction loan for The Spur, and then in
16 addition to that went through the First Citizens account and
17 identified the checks that were written to Lamar Greene and
18 designated as salary and/or bonuses.
19 Q. There's a couple parts there, so I want to try to break
20 that down. Mr. Greene was supposed to be paid a salary by
21 Palmetto State?
22 A. He was.
23 Q. How much?
24 A. $10,000 a month.
25 Q. And that started when?

51

1 A. Started in July of 2005.
2 Q. Until when?
3 A. It continued up until he was removed as the member
4 manager in September of 2007.
5 Q. Okay. Would you agree that that's 27 months total?
6 A. I do.
7 Q. All right. 27 times 10,000 is 270,000?
8 A. Correct.
9 Q. Okay. So is it your belief that Lamar Greene paid
10 himself more salary than he was authorized to pay himself?
11 A. Yes.
12 Q. How much more?
13 A. $76,881.
14 Q. And how did you calculate that number?
15 A. I went through and summed up all of the cashier's
16 checks from the Regions Bank account and all of the checks
17 written to Lamar Greene from the First Citizens account
18 designated as salary, bonus, or otherwise.
19 Q. Okay. And that amount – that $76,881, is that in
20 addition to the 748,000 shown on Exhibit 1?
21 A. It is.
22 Q. Is it in addition to the 16,000 from the First Citizens
23 account shown on Exhibit 4?
24 A. It is.
25 Q. I'm going to hand you another document marked

52

1 Plaintiff's Exhibit 6. Mr. Brown, if you can tell us what's
2 shown on Plaintiff's Exhibit 6?
3 A. Plaintiff's Exhibit 6 is bank statements and – that
4 identifies checks – where checks were written out to cash that
5 Lamar cashed and took the – and received the cash and then
6 also, too, a bank statement that identifies a wire transaction,
7 and it's summarized on the spreadsheet by identifying the
8 transaction with a letter the page number following. In the
9 exhibit is identified the date the transaction – the check was
10 written or the wire was completed, what it was made out to, and
11 the amount.
12 Q. All right. And there are bank records attached?
13 A. There are.
14 Q. Were those bank records acquired, kept, and maintained
15 by Palmetto State in its regular course of business?
16 A. They were.
17 Q. Are they true and accurate copies?
18 A. They are.
19 Q. Who created the spreadsheet?
20 A. I created the spreadsheet.
21 Q. And is that – the calculation reflected on that, is
22 that derived from the records attached to it?
23 A. Yes.
24 MR. PRICE: Your Honor, I'd move to enter
25 Plaintiff's Exhibit 6 into evidence.

53

1 THE COURT: All right.
2 (Thereupon, Plaintiff's Exhibit Number 6 was admitted
3 into Evidence.)
4 EXAMINATION RESUMED BY MR. PRICE:
5 Q. Mr. Brown, remind me what that list shows.
6 A. It shows checks written to cash from the J & P – I
7 mean, from the Palmetto State's bank account at First Citizens
8 Bank and also a record of a wire transfer.
9 Q. Do you have any idea what the checks written to cash
10 are for?
11 A. I have no idea.
12 Q. Was there any documentation kept as to what they were
13 for?
14 A. There was no documentation kept or provided at any time
15 to the Palmetto State's accountant in regards to these cash
16 transactions.
17 Q. How much total undocumented cash written out of the
18 First Citizens account?
19 A. $22,005.
20 Q. And that's in addition to the 748,000 in unauthorized
21 charges shown in Plaintiff's Exhibit 1?
22 A. It is.
23 Q. Is it in addition to the salary shown in
24 Plaintiff's Exhibit 5?
25 A. It is.

54

1 Q. Is it in addition to the automatic debits out of the
2 First Citizens account shown in Plaintiff's Exhibit 4?
3 A. It is.
4 Q. Okay. What's the story with the wire listed at the
5 bottom of that exhibit?
6 A. The wire for the amount of $16,039 was completed in
7 February of 2006. The date is the 28th. That is about the time
8 that J & P Enterprises filed for bankruptcy in the Western
9 District Court of North Carolina, and it was later identified
10 that the wire went to the law firm that was on record at that
11 time as representing J & P Enterprises in their bankruptcy
12 transaction. And Julee Greene in her deposition stated the
13 same, that this wire transfer was used to pay legal expenses for
14 J & P Enterprises' bankruptcy filing.
15 Q. And what is the name of that law firm?
16 A. I can't recall at this time.
17 Q. Okay. And that was an additional $16,039?
18 A. It was. It was a law firm located in Charlotte,
19 North Carolina.
20 Q. Is that in addition to the other charges that we've
21 itemized that benefited J & P Enterprises?
22 A. Yes, it is.
23 Q. Do you believe that it would properly be – it would be
24 proper to include that in the total amount that was paid to
25 J & P Enterprises?

55

1 A. Yes. It didn't go toward condo development.
2 Q. I'm going to hand you another exhibit marked
3 Plaintiff's Exhibit 7. Mr. Brown, can you identify
4 Plaintiff's Exhibit 7?
5 A. Yes, I can. Morgan & Bartos was a general contractor
6 hired to, and they did, build the Tuscaloosa condo building, and
7 what these are are change orders submitted to Morgan & Bartos
8 above the amount of the original construction loan amount.
9 There's a change order request, invoices that were then
10 submitted for work supposedly done under those change orders,
11 and then checks that were written by Morgan & Bartos using
12 construction loan proceeds to Gaston Engineering.
13 Q. Okay. Were these records acquired, kept, and
14 maintained by Palmetto State in the regular course of its
15 business during the Tuscaloosa project?
16 A. I'm not sure if they were during – done during – yes,
17 they were during the course, yes. I went back and obtained them
18 while the project was still going on.
19 Q. Okay. Are they true and accurate copies of those
20 records?
21 A. They are.
22 Q. Who created the summary attached to the project
23 records?
24 A. I did.
25 Q. And what does it show?

56

1 A. It shows the check – it shows the change order number
2 during the course of the project development, the date the check
3 was written in regards to paying for that change order work, the
4 check number, and who the payee was and who – and what the
5 reason was and what the amount was.
6 Q. Okay. Do you believe that that spreadsheet is a true
7 and accurate summary of the payments made to Gaston Engineering?
8 A. I do.
9 Q. And the calculation on that summary is derived from the
10 records attached to it?
11 A. Yes.
12 MR. PRICE: Your Honor, I'd move to enter
13 Plaintiff's Exhibit 7 into evidence.
14 THE COURT: All right.
15 (Thereupon, Plaintiff's Exhibit Number 7 was admitted
16 into Evidence.)
17 MR. PRICE: Mr. Brown, do you need some water?
18 THE WITNESS: Yeah, that would be nice.
19 MR. PRICE: You've been up there for a while.
20 EXAMINATION RESUMED BY MR. PRICE:
21 Q. How much is the total payments that were made to this
22 thing called Gaston Engineering?
23 A. $187,500.
24 Q. Okay. Do you believe that those payments were for
25 legitimate company expenses?

57

1 A. No.
2 Q. Do you believe they were authorized by the other
3 members of Palmetto State?
4 A. No.
5 Q. Okay. What is Gaston Engineering?
6 A. It's nothing.
7 Q. What do you mean by that?
8 A. The company does not exist.
9 Q. Okay. What do you mean by that?
10 A. It was supposed – if you look at the invoices,
11 Gaston Engineering, the address in Gastonia, North Carolina –
12 if you search the North Carolina and even South Carolina
13 corporation records, there's no record of a Gaston Engineering
14 in any – in either state.
15 Q. Okay. Well, if you turn to the fourth page of the
16 exhibit, it's a check to Gaston Engineering in the amount of
17 $150,000.
18 A. Yes.
19 Q. What's the address listed under Gaston Engineering?
20 A. P.O. Box 977.
21 Q. All right. Where – P.O. Box 977 where?
22 A. In Gastonia, North Carolina.
23 Q. Do you recognize that address?
24 A. Yes. There are certain documents related to
25 J & P Enterprises that shows at one time that was their mailing

58

1 address.
2 Q. All right. If you turn to the next page, which shows
3 the back of that check, whose name endorsed the check on behalf
4 of Gaston Engineering?
5 A. Lamar Greene.
6 Q. What did Gaston Engineering purportedly do on the
7 project?
8 A. Say your question again.
9 Q. What is it that Gaston Engineering purportedly did on
10 the Tuscaloosa project to justify that payment?
11 A. They didn't do anything.
12 Q. Okay. And how many checks are there?
13 A. There's three.
14 Q. What's the total amount?
15 A. $187,500.
16 Q. Explain to us the significance of the change orders and
17 how they impacted the project as a whole.
18 A. What happened was in the -- the $187,500 was used from
19 the construction loan amount to pay for work that was not
20 completed. Thus, at the end of the project, you were short
21 $187,500 to pay off the construction loan, which required more
22 condos to be sold, and proceeds that could have gone to pay
23 creditors off could have been used. But instead this $187,500
24 out of the construction loan was used for work that was never
25 completed.

59

1 Q. And so that meant at the end of the day there was
2 $187,500 less profits?
3 A. Yes.
4 Q. I'm going to ask you -- and it's hard to read, I admit.
5 The third page of that exhibit is an invoice for -- from
6 Gaston Engineering.
7 A. That's correct.
8 Q. What does it say on there that that invoice is for?
9 A. Consulting for value engineering at The Legends of
10 Tuscaloosa project.
11 Q. Okay. And what is your understanding of what value
12 engineering is?
13 A. Value engineering is going in and looking at the design
14 and processes and trying to find a way to do the project in a
15 quicker, more efficient manner reducing cost and time.
16 Q. All right. And thus increasing profit?
17 A. Yes.
18 Q. How is value engineering any different than what any
19 responsible developer does in developing a project?
20 A. A responsible developer should have that experience
21 already.
22 Q. And by that you mean that a responsible developer
23 should be trying to maximize his profit?
24 A. Yes.
25 Q. Was Lamar Greene authorized by the other members of the

60

1 LLC to bill the Tuscaloosa project an additional $187,500 for
2 this work trying to maximize profit?
3 A. No.
4 Q. Do you know whether they even knew about the change
5 orders?
6 A. They did not know.
7 Q. Are you able -- based on your experience with the
8 project and your investigation afterwards, are you able to
9 identify any work that Lamar Greene did on the Tuscaloosa
10 project that justified billing an additional 187,500 above his
11 agreed compensation by the LLC?
12 A. No.
13 Q. Okay. I'm going to hand you another document marked
14 Plaintiff's Exhibit 8. Mr. Brown, can you tell us what is shown
15 on Plaintiff's Exhibit 8?
16 A. The exhibit lists by separate entity source the amount
17 of unallowable funds or transactions that took place that
18 impacted Palmetto State Enterprises during -- from January of
19 2005 until September of 2007 that had nothing to do with condo
20 business.
21 Q. The calculations shown on that summary, are they
22 derived from the calculations shown on Plaintiff's Exhibit 1
23 through 7?
24 A. They are.
25 MR. PRICE: Your Honor, I would move to enter

61

1 Plaintiff's Exhibit 8 into evidence.
2 THE COURT: All right.
3 (Thereupon, Plaintiff's Exhibit Number 8 was admitted
4 into Evidence.)
5 EXAMINATION RESUMED BY MR. PRICE:
6 Q. Mr. Brown, can you tell us the total amount of
7 unauthorized charges made by Mr. Greene?
8 A. Yes. It's $1,164,148.58.
9 Q. Okay. And so is it your position as the manager of
10 Palmetto State that Mr. Greene essentially stole that money from
11 the accounts that he had access to?
12 A. Mr. Greene, J & P Enterprises, and Julee Greene.
13 Q. Okay. How much of that money that was removed from
14 Palmetto State's accounts do you believe that Mr. Greene,
15 Mrs. Greene, or J & P Enterprises actually put in those accounts
16 in the first place?
17 A. None.
18 Q. None?
19 A. That's correct.
20 Q. So it --
21 A. To my knowledge. To my knowledge.
22 Q. So, to your knowledge, all of the money that was
23 removed from those accounts came from other people?
24 A. That's correct.
25 Q. Have all of those people been paid back?

62

1 A. They have not.
2 Q. Why not?
3 A. Because in finishing off the projects, paying the
4 secured creditors, and with the decline of the real estate
5 market at about the same time that these issues arose, there
6 were not enough funds to pay back the unsecured creditors.
7 Q. Mr. Brown, in the event that the Court does find that
8 these Defendants converted to their own use over a million
9 dollars of Palmetto State's money, would you ask this Court to
10 award interest according to the law?
11 A. Yes.
12 Q. And in the event that the Court does find that it is
13 appropriate to award interest, are you willing to calculate that
14 interest from the approximate date that the conversion was
15 discovered rather than trying to go and calculate it from each
16 individual charge?
17 A. Yes.
18 Q. Okay. So tell us what is reflected on
19 Plaintiff's Exhibit 9.
20 A. It's a calculation of interest by 12-month periods
21 starting in September -- on September 3rd of 2007 all the way up
22 until today.
23 Q. Okay.
24 MR. PRICE: Your Honor, I would move to enter
25 Plaintiff's Exhibit 9 into evidence.

63

1 THE COURT: All right.
2 MR. HUNT: Your Honor, before it comes in the record,
3 please, sir, add some explanation, if I might, how they arrived
4 at the 8.75.
5 THE COURT: I think that's an appropriate question as
6 far as the rate you used.
7 MR. PRICE: Your Honor, my understanding of the law is
8 that an appropriate award of damages for conversion is the
9 prejudgment interest rate. It's referred to as the legal rate,
10 which I'm --
11 THE COURT: Do you have the statute?
12 MR. PRICE: Yes, sir. Or it may be case law. I'll
13 identify it specifically for you if you'll give me just a
14 minute. Your Honor, I rely on Anderson's Civil Request to
15 Charge, Section 3-3, which is for conversion of money, and it
16 states -- and I'll hand this up to the Court -- that money may
17 be the subject of conversion, and in such an event that there is
18 a conversion the proper measure of damages is the amount of
19 money converted plus the legal rate of interest. I searched the
20 statutes in an attempt to determine what the legal rate of
21 interest was and found Section 34-31-20, which states -- it's
22 titled, "Legal Rate of Interest," and states that it's 8.75 per
23 annum. So --
24 MR. HUNT: I think the better explanation of that is
25 what the Wall Street Journal prime rate is plus 4, as I recall.

64

1 THE COURT: And it's been a while since I looked at it,
2 but I understand that there is a state statute that provides the
3 prejudgment rate of interest.
4 MR. HUNT: In the Supreme Court, I think, every
5 spring --
6 MR. TALLEY: January.
7 MR. HUNT: Every January it sets forth what the legal
8 rate is.
9 MR. PRICE: Your Honor, that is --
10 THE COURT: That's the judgment rate post-judgment.
11 MR. HUNT: All right.
12 THE COURT: But I'll certainly give you a chance to
13 look at that, Mr. Hunt.
14 MR. HUNT: Thanks.
15 THE COURT: Thank you.
16 (Thereupon, Plaintiff's Exhibit Number 9 was admitted
17 into Evidence.)
18 EXAMINATION RESUMED BY MR. PRICE:
19 Q. I believe the question that I asked you, Mr. Brown, was
20 if you could tell us how much interest you believe has accrued
21 on the $1,164,148.58 that was converted from September 3rd,
22 2007, to May 9th, 2013.
23 A. $711,120.69.
24 Q. So would you ask that in the event that the Court finds
25 that a conversion of that amount of money did take place that

65

1 Palmetto State also be awarded prejudgment interest in that
2 amount?
3 A. Yes.
4 Q. And so what is the total then that you're asking the
5 Court to award Palmetto State Enterprises as a result of the
6 conversion, including the legal interest?
7 A. $1,875,269.27.
8 Q. And those calculations are accurately reflected on the
9 document marked Plaintiff's Exhibit 9?
10 A. Yes.
11 Q. Okay. Mr. Brown, to this point we've not really
12 discussed Juleen Greene, who is also a defendant in this matter.
13 Who is Juleen Greene?
14 A. Juleen Greene is the widow of Lamar Greene, and at the
15 time of the condo development she was married to Lamar. She
16 resided with Lamar at both their Clemson Riverpoint address and
17 their Gaffney address. There was a period of time during the
18 condo development I believe they were separated. She was
19 employed at J & P Enterprises during that time basically, from
20 what the best of my knowledge is, as -- in a bookkeeping
21 capacity, handling accounts payable and accounts receivable.
22 Q. What exactly does Palmetto State allege that Ms. Greene
23 did for her to be a defendant in this action?
24 A. Ms. Greene was involved in the transfer of funds from
25 the various bank accounts to J & P Enterprises.

66

1 Q. Okay. When did you discover her role?
2 A. This case has been delayed so long. I guess it would
3 be maybe two years ago. As we were going through the case, I
4 was looking at the checks further and noticed that the checks
5 written by Lamar Greene to J & P Enterprises -- it was not only
6 his handwriting on the checks but Julee's handwriting, too.
7 Q. Okay. I'm going to hand you a document -- an exhibit
8 marked Plaintiff's Exhibit 10. Can you identify that exhibit?
9 A. It's an exhibit that has copies of checks written to
10 J & P Enterprises, Julee Greene, Gaston Engineering, and
11 Clyde Turney, and J & P Security, which is a copy of the checks
12 that -- and then also the deposit tickets, and I believe on the
13 checks they also have the endorser of the checks.
14 Q. Okay. But essentially those are additional copies of
15 canceled checks out of Palmetto State's accounts?
16 A. Copies of Palmetto State's accounts, and I believe
17 there's one check in here from Morgan & Bartos to
18 Gaston Engineering.
19 Q. Okay. Are they additional checks, or are they copies
20 of checks that we've already looked at?
21 A. Copies of checks we've already looked at.
22 Q. Okay. So these checks can also be found in certain of
23 the other plaintiff's exhibits?
24 A. That's correct.
25 Q. And why are they significant to you that you pulled

67

1 them out and made them a separate exhibit?
2 A. Because Julee Greene was involved in these transactions
3 by either filling the check out, by filling the check out and
4 also signing Lamar's name, and also filling out the deposit
5 tickets.
6 Q. How do you know that that's Ms. Greene's handwriting?
7 A. She admitted to it in her deposition.
8 Q. Okay. Why did you believe that that was her
9 handwriting prior to her deposition?
10 A. If you look at, for example, Check 1036, the first on
11 Page Number 1, the handwriting to J & P Enterprises is different
12 than the handwriting of the signature. So I went back and
13 looked at other documents that I know Julee had signed that were
14 part of -- collected in my being manager of the LLC, and that's
15 her handwriting filling out J & P Enterprises to a T.
16 Q. What is the total amount of the checks that you believe
17 that Ms. Greene either -- was either the direct payee or filled
18 out or endorsed?
19 A. $67,146.
20 Q. And 93 cents?
21 A. 93 cents.
22 Q. And is that calculation reflected on the summary
23 attached to Plaintiff's Exhibit 10?
24 A. It is.
25 Q. Is it derived from the records attached to the summary?

68

1 A. It is.
2 Q. Do you believe that to be true and accurate?
3 A. I do.
4 MR. PRICE: Your Honor, I'd move to enter
5 Plaintiff's Exhibit 10 into evidence.
6 THE COURT: All right.
7 (Thereupon, Plaintiff's Exhibit Number 10 was admitted
8 into Evidence.)
9 EXAMINATION RESUMED BY MR. PRICE:
10 Q. Mr. Brown, the $67,000 and some change in unauthorized
11 checks that's shown on Plaintiff's Exhibit 10, is that number
12 included in the $1,164,148.58?
13 A. It is.
14 Q. Okay. So it's not $67,000 extra?
15 A. It is not.
16 Q. All right. How much of the full $1,164,148.58 do you
17 believe Julee Greene directly benefited from?
18 A. I believe she benefited quite a lot. In Lamar Greene's
19 deposition, which I witnessed, he admitted to a lot of those
20 checks as being personal use, and having been married to Lamar
21 at that time those types of travel type stuff, the furniture
22 acquisition -- for example, the furniture that was bought was
23 put into a residence at Clemson Towers where that residence was
24 sold with the furniture included, which Lamar and Julee received
25 the proceeds, and actually the residence that's still, I think,

69

1 part of the estate at 144 Riverpoint includes furniture that was
2 bought out of this account. There was a lot of travel and meals
3 that were unallowable that she received benefit from. So there
4 was a lot of benefit she received from these unallowable
5 charges.
6 Q. Do you believe she knew what Mr. Greene was doing in
7 terms of misappropriating these funds?
8 A. I do. She was -- she admitted in her deposition that
9 whenever there was not enough funds in the accounts in the bank
10 at J & P Enterprises to pay accounts payable she would notify
11 Lamar. Lamar would tell her to fill out a check out of the
12 Palmetto State account. In some cases she'd fill out -- she
13 would fill out the check. In some cases Lamar would sign it.
14 In some cases Julee would sign Lamar's name. I believe in
15 almost all the cases or many of the cases Julee filled out the
16 deposit ticket, and what caught -- and on the checks they were
17 noted as loans. What caught my attention was from the time the
18 loan started there were never any repayments or deposits back
19 into the Palmetto State account that noted loan repayment.
20 Q. Mr. Brown, what does Palmetto State plan to do with any
21 money that it gets back as a result of this lawsuit?
22 A. It will pay the expenses for the proceedings here and
23 go back and pay the unsecured creditors, which include
24 investors. And, for example, he was in the courtroom here
25 earlier, Ted Talmage is a major unsecured creditor, an

70

1 architect, who was damaged, I believe, in the amount of almost
2 $600,000.
3 Q. So is the company actively in the process of winding
4 down and attempting to settle its liabilities?
5 A. It is.
6 Q. Are you personally overseeing that process?
7 A. I am.
8 Q. Is there anything that I've not asked you about or we
9 haven't touched on that you'd like to tell the Court?
10 A. The only thing I – a couple items is that if these
11 discrepancies did not take place there was a good chance that
12 the projects could have been completed at least with enough
13 profit to have paid back in some portion these unsecured
14 creditors. There were many individuals that have been harmed by
15 this, and very deeply the architect, Ted Talmage, who's a
16 witness here today actually had to close his office down and
17 move into a – like a condo type apartment taking a $600,000 hit
18 in one year. There were a couple individuals that Lamar Greene
19 convinced to go borrow money to do the investments here, which
20 they never got their money paid back, which put them in bad
21 situations with their banks and things like that. So there's
22 been a lot of people that have been harmed and damaged by this
23 that are still feeling the effects today.
24 MR. PRICE: Thank you, Mr. Brown. I have no further
25 questions. These gentlemen may. The Court may.

71

1 THE COURT: Mr. Talley, your witness.
2 MR. TALLEY: Your Honor, may we have just a short
3 recess?
4 THE COURT: Yes, sir. How long do you anticipate your
5 cross going?
6 MR. TALLEY: Probably at least as long as that direct.
7 THE COURT: Okay. Then we'll go ahead and get
8 started – we'll take a break until 11:30, and then we'll get
9 started with the cross.
10 MR. TALLEY: Thank you.
11 (Brief recess.)
12 THE COURT: All right. Sir, if you'd come back around
13 and –
14 THE WITNESS: Sure.
15 THE COURT: – have a seat.
16 All right. Mr. Talley, your witness.
17 MR. TALLEY: Thank you, Your Honor. May it please the
18 Court.
19 EXAMINATION BY MR. TALLEY:
20 Q. Mr. Brown, just at the outset, let's go back to the
21 initial purpose for which this entity was formed. Do you know
22 what that was?
23 A. To my knowledge, the initial entity was to develop and
24 build The Spur project in Columbia.
25 Q. Right. And when did that start?

72

1 A. The construction loan – the – to the best of my
2 knowledge, the site identification and – that had took place
3 prior to this formation of the LLC in late 2004, early 2005.
4 The original – the construction loan to start construction down
5 there started in, like – was awarded, like, in June or July of
6 2005.
7 Q. Would you agree with me that property identification or
8 site location started in 2004?
9 A. Yes.
10 Q. And who was predominantly handling that at that time?
11 A. To the best of my knowledge, Lamar Greene.
12 Q. Okay. You used used the word earlier, I think,
13 "passive" in describing Rich Rodriguez and Ron West's role in
14 the LLC –
15 A. Yes.
16 Q. – is that correct?
17 A. Yes.
18 Q. And it's been that way since the beginning, has it not?
19 A. It was.
20 Q. When is the last time you spoke with either of them
21 about the goings-on of this LLC?
22 A. Rich Rodriguez – about this LLC, Rich Rodriguez would
23 have been about four weeks ago. I was out in Arizona on a
24 business trip. I went down and visited with him. Ron West,
25 it's probably been a year and a half.

73

1 Q. All right. But you were present at Mr. West's
2 deposition; correct?
3 A. I was.
4 Q. All right. During that time he was asked about moneys
5 that were spent out of these bank accounts that we've looked at
6 in the exhibits your counsel provided to you; is that correct?
7 A. Yes.
8 Q. And one of the things he was asked about was actually
9 your condo at The Spur being paid out of this account. Do you
10 recall that?
11 A. Yes.
12 Q. And he wasn't aware of that. Do you remember that?
13 A. I don't recall the details of that.
14 Q. All right. Well, the Judge can read – review his
15 deposition and see. But do you recall him stating that that
16 would be an unauthorized charge as well?
17 A. I can't recall.
18 Q. Okay. Well, we'll just let the Judge review Mr. West's
19 deposition as far as that's concerned. Who is your mortgage in
20 Columbia to?
21 A. The condo's not in my name. The condo is in my wife's
22 name.
23 Q. All right. Well, let me show you this check written
24 September 17th, 2007. Does that look like the mortgage company
25 that you were – or your wife's condo was in?

74

1 A. It looks like it was at that time.
2 Q. Okay. And what's the amount of that check?
3 A. $2,977.46.
4 Q. Okay.
5 MR. TALLEY: Your Honor, I'd ask that that be marked as
6 Defendants' 1.
7 THE COURT: All right.
8 (Thereupon, Defendants' Exhibit Number 1 was admitted
9 into Evidence.)
10 EXAMINATION RESUMED BY MR. TALLEY:
11 Q. How many mortgage payments for your wife's condo were
12 made from the Palmetto Properties account?
13 A. I can't recall.
14 Q. Several, correct?
15 A. Likely.
16 Q. And that would be reflected in the First Citizens
17 records marked Exhibit 1 – Plaintiff's Exhibit 1?
18 A. Correct.
19 Q. Do you have anything showing that that was authorized
20 by the members of the LLC?
21 A. No.
22 Q. Okay. Wouldn't that be you basically doing the same
23 thing you've accused others of doing in this lawsuit?
24 A. Say that again.
25 Q. Wouldn't that be the same thing you're doing that

75

1 you're accusing others of doing in this lawsuit?
2 A. Mr. Greene – no, it's not the same.
3 Q. All right. Why not?
4 A. Mr. Greene approached me and asked me if I would be
5 interested in buying a condo at The Spur. It was at the time
6 when they were in trouble with the Regions Bank account, and at
7 that time one of the things he said, for the work that you've
8 been doing, what we'll do is if you buy the unit we will make
9 the payments for you as payment for the work that you've been
10 doing and that if the unit is ever sold then you'll be able to
11 keep the profits for the – for the unit. It became very
12 similar – that put us in a position very similar to the
13 unsecured investors. In other words, by us closing and buying
14 the funds he was able to pay down the mortgage that was the bank
15 loan, and we were stuck with the property.
16 Q. Explain that to me if they were then in turn paying out
17 $3,000 a month that wasn't related to company business.
18 A. Say that again.
19 Q. Explain how that works when they then turn around and
20 pay out $3,000 a month that has nothing to do with company
21 business.
22 A. In the agreement he said making those payments and that
23 were part of my compensation for the work that I was doing for
24 them.
25 Q. So at the same time you were also getting checks each

76

1 month –
2 A. Yes.
3 Q. – out of this same account?
4 A. Yes.
5 Q. And those are reflected in the records as well?
6 A. They were.
7 Q. And you started working with the LLC when?
8 A. I would say it was late 2005, early 2006. That's what,
9 seven years ago. A long time ago.
10 Q. And during that time you actually resided at least
11 partially at the 144 Riverpoint condo, did you not?
12 A. Sometimes when I – we – I was doing work with
13 back-to-back business days, I would stay – spend the night
14 there at 144, yes.
15 Q. But that was the, quote, office, if you will, of the
16 entity?
17 A. That's correct.
18 Q. That was the registered address for the entity, always
19 had been, and everybody had knowledge of that?
20 A. I know it was the registered address on the bank
21 accounts. I'm not sure what the registered address on the
22 corporate South Carolina papers were.
23 Q. Okay. And as we sit here today, Mr. Jeff Greene is
24 still a member of the entity; correct?
25 A. That's correct.

77

1 Q. All right.
2 MR. TALLEY: Your Honor, do you have the – oh, you've
3 got them.
4 EXAMINATION RESUMED BY MR. TALLEY:
5 Q. Mr. Brown, if you would look at Exhibit 1 –
6 Plaintiff's Exhibit 1, Number 11.
7 A. Mm-hmm.
8 Q. Do you know Mike Rogers?
9 A. Do I know him?
10 Q. Yes.
11 A. No.
12 Q. How do you then know that that's an unallowable charge?
13 A. Let me see here. By going through and looking at the
14 date on the – on the check. The Spur project had not started
15 construction at that point.
16 Q. Okay. What about Danny Cain? Do you know him?
17 A. I actually met Danny a couple times like in the 2006,
18 2007 time frame, yes.
19 Q. Okay. What does he do?
20 A. If I remember correctly, he was a day laborer type
21 person, and there were a couple times in 2006 and 2007 that he
22 went down to The Spur and did work with – for Lamar down at
23 The Spur. And then also I think I remember him doing work on
24 the Clemson Towers project during that time.
25 Q. You mentioned certain of the investors. Item 32,

78

1 Gary Elder, it says "loan repayment." What do you know about
2 Gary Elder?
3 A. Gary Elder was an investor in The Spur project and the
4 Tuscaloosa project. He is a local – he's a business person
5 that resides in and around the Clemson area.
6 Q. Okay. And why is that a disputed charge?
7 A. On the – on the loan – I can't exactly recall the
8 details on that one.
9 Q. Well, you're asking the Court to award you that as
10 damages.
11 A. Mm-hmm.
12 Q. But you don't have any evidence here to say whether
13 that was something unallowable?
14 A. If I go back and remember correctly, on the investor
15 list for The Spur and the Tuscaloosa projects, he was repaid his
16 money on The Spur project. On other checks, if I remember
17 correctly, that had – and so those were covered under other
18 checks. This here was, if I remember correctly – did not –
19 was not identified as a repayment of any of the investments that
20 he had made that were specifically designated Spur or
21 Tuscaloosa.
22 Q. So you guessed; is that correct?
23 A. Process of elimination, yes.
24 Q. Al Bell, debt repayment, $10,000. Tell the Court what
25 you know about Al Bell.

79

1 A. Al Bell was a friend of Lamar's, a retired textile
2 industry person who Lamar I believe got to know through the
3 textile business. Al wanted to become a – Al wanted to become
4 a member of the LLC and be one of the LLC members, and it was
5 his thinking that he was going to be included in the original
6 Palmetto State, LLC. When he was not, he was very displeased
7 about it, and Lamar, trying to appease or make up with him,
8 says – said, we will do a consulting agreement with you, and
9 we'll bring you in as a consultant at that rate per month.
10 Lamar and the other two LLC members, Rich Rodriguez and
11 Ron West met with the Regions loan officer, and Lamar tried to
12 get approved payments out of the Regions construction loan to
13 Al Bell as a consultant. The Regions construction officer said
14 no, and Rich Rodriguez and Ron West said no, and even after that
15 Lamar went ahead and employed Mr. Elder and made these payments
16 to Mr. Elder against the other two members having said – not
17 approving it.
18 Q. Wasn't Mr. Bell actually on the bank board?
19 A. I believe he was on the bank board at NBSC or one of
20 those banks, yes.
21 Q. And facilitated getting the construction loan
22 initially?
23 A. If I recall my conversations with Al Bell, he said he
24 did not have anything – because I raised that issue to him, he
25 raised – he pointed out to me he did not have anything to do

80

1 with the construction loan.
2 Q. So your position is this is just a payment Lamar did
3 each month for a friend?
4 A. It – what it was – when I went and talked to Mr. Bell
5 about it, Mr. Bell said, you know, Lamar originally tried to
6 invite him to do some consulting stuff. They did make one trip
7 to Athens, Georgia, together. He was supposed to go to
8 Tuscaloosa and – with him and look at the project down there,
9 but that never transpired. But Mr. Bell basically admitted that
10 he got these payments and for very little work.
11 MR. HUNT: Your Honor, Mr. Bell's not here. That's
12 almost hearsay. I mean, it's just –
13 THE COURT: Well, if it's almost hearsay, then it's not
14 objectionable. If it is hearsay –
15 MR. HUNT: It is hearsay.
16 THE COURT: I sustain the objection.
17 EXAMINATION RESUMED BY MR. TALLEY:
18 Q. Mr. Brown, Items 35 and 36 on Plaintiff's Exhibit 1,
19 what is the MAC Club?
20 A. The MAC Club is a Mountaineer Athletic Club associated
21 with West Virginia athletics, and it's the fundraising
22 organization for the West Virginia Athletic Department.
23 Q. And was Mr. Rodriguez coaching at West Virginia at the
24 time those two payments were made?
25 A. He was.

81

1 Q. Did he ask West Virginia to send them back?
2 A. He had no knowledge of – he's the football coach. He
3 handles the football group. The MAC or that fundraising group
4 is a completely different entity inside the university.
5 Q. But you're here today saying that Mr. Rodriguez's
6 entity needs $2,200 back, and it went to –
7 A. Say that again.
8 Q. You're here today saying Mr. Rodriguez and
9 Palmetto State needs $2,200 back; correct?
10 A. Yeah.
11 Q. Well, why did – if he was opposed to it, why didn't he
12 say something in November of 2005 when it went to the university
13 employing him?
14 A. He had no knowledge that those checks had been written
15 to MAC –
16 Q. Okay.
17 A. – out of this bank account.
18 Q. The –
19 MR. HUNT: Your Honor, I haven't heard yet – and I
20 object to that because I haven't heard yet how this witness
21 knows what Rich Rodriguez knows or does not know.
22 THE COURT: You can go into that with him on
23 cross-examination.
24 MR. HUNT: Understood.
25 EXAMINATION RESUMED BY MR. TALLEY:

82

1 Q. There are several items, the first of which appears to
2 be Number 40, to Mike Huizenga.
3 A. That's correct.
4 Q. Do you know who Mike Huizenga is?
5 A. Yes. He is an independent pilot who owns and operates
6 his either one or two planes that – he operates a pilot
7 service.
8 Q. Was there a lot of air travel involved in the projects?
9 A. There were.
10 Q. And was Mr. Huizenga the pilot that would fly
11 Mr. Greene and the members to various sites?
12 A. The majority of the time.
13 Q. In fact, have you flown on Mr. Huizenga's plane?
14 A. I have.
15 Q. So why is that not allowed?
16 A. That was a trip down to Orlando, Florida, on 12/27/2005
17 to go to a football bowl game.
18 Q. All right. Weren't other members participating in that
19 bowl game?
20 A. That – 2005 may have been when Clemson played in the
21 bowl game down there, but that would have been when Ron West was
22 an assistant coach.
23 Q. All right. What about the other items you've listed
24 here with Mr. Huizenga? Why is that travel considered
25 unallowable?

83

1 A. I went back and had discussions with Mr. Huizenga in
2 regards to those transactions and was able to identify that
3 those flights were not related to condo development. As a pilot
4 you have to keep very detailed logs of where you travel to and
5 what you do. So it was very easy for him to pull those up and
6 identify those as being not related to condo development.
7 Q. Do you have those here today?
8 A. No, I do not.
9 Q. Okay. So how are we to know that this is not guesswork
10 on your part as well?
11 A. You can contact Mr. Huizenga.
12 Q. Sir, I'm not here asking the Court to award me
13 anything.
14 A. Yeah.
15 Q. If you look at Item 62 and 63, Antonio Clay and
16 Dwayne Coleman –
17 A. Yes.
18 Q. – who are those individuals?
19 A. They were former student athletes at
20 Clemson University.
21 Q. Okay. And what was – what was your involvement with
22 those two gentlemen?
23 A. I just know they were student athletes at the
24 university.
25 Q. Did you try to represent them in going to the NFL?

84

1 A. No.
2 Q. Did they provide security services at The Spur as did
3 other Clemson athletes during this time?
4 A. I'm not sure of that.
5 Q. So this is another guess?
6 A. Hold on a second. Let me look at the check. No,
7 actually my recollection is that Lamar Greene employed Clemson
8 student athletes to perform landscape services at the
9 Clemson Towers in Clemson, South Carolina. And, in fact, I
10 believe the athletic department knew that Lamar was employing
11 these student athletes to do work at the Clemson Towers.
12 Q. Number 68, Anthony Waters, who is he?
13 A. He's a former student athlete at Clemson University.
14 Q. And why is that considered unallowable?
15 A. Anthony, to my knowledge, did no work in regards to –
16 to The Spur, The Legends of Tuscaloosa, or The Legends of
17 Blacksburg.
18 Q. What was your relationship with Mr. Waters?
19 A. The agency that I used to work at when I was
20 representing both players and coaches eventually represented
21 Anthony.
22 Q. Okay. And you were involved in the day-to-day
23 operations of Palmetto State in May of 2006?
24 A. Say that again.
25 Q. You were involved in the day-to-day operations, were

85

1 you not, of Palmetto State in May of 2006?
2 A. I would spend some days each month working for
3 Palmetto State in May of 2006.
4 Q. And this check went to benefit one of your clients;
5 correct?
6 A. He was still playing football at Clemson University.
7 Q. Okay. Number 72, in May of 2006, travel to Charleston.
8 A. Yes.
9 Q. Why is that unallowed?
10 A. At that point in time, there were no developments or
11 anything or prospects of anything to be done in Charleston.
12 Q. Isn't that a meeting that was attended by all the
13 members of the LLC?
14 A. I'm not aware of that.
15 Q. Did you ask them?
16 A. I did present these – this spreadsheet to the other
17 two members of the LLC for their accuracy, and they agreed with
18 it.
19 Q. So they – you have no knowledge that the members were
20 in Charleston in May of 2006 and the company paid their expenses
21 to be there?
22 A. I have no knowledge of that.
23 Q. Rocky McIntosh, Line 73, he was a client of yours as
24 well; correct?
25 A. No. At that point in time, I had stopped representing

86

1 players in the NFL.
2 Q. But he was a client of yours; correct?
3 A. No, I never represented Rocky.
4 Q. What was the $3,600 for?
5 A. I'm not sure, but it didn't go toward condo
6 development.
7 Q. Line 74, Palmetto State Enterprises transfer, travel
8 expense. Why is that unallowable?
9 A. Let me look at this one. What's the item number again,
10 Scott?
11 Q. 74.
12 A. 74, Page 39. It just said on the check "transfer," and
13 it was transferring from one account here out of -- out of this
14 bank account into one of the other bank accounts.
15 Q. Another Palmetto State account?
16 A. Yes, it was.
17 Q. So how is that taking?
18 A. Pardon me?
19 Q. How does that make it on this list?
20 A. Because it was put into another account which had
21 nothing to do -- which had nothing to do with the -- went toward
22 the condo development.
23 Q. But you just testified it went into another
24 Palmetto State account?
25 A. It did go into -- yes, it was a transfer.

87

1 Q. Okay. So that wasn't an unallowed personal expense or
2 something, was it?
3 A. If you -- it all depends on what you call unallowable.
4 There was never a definition of what it was used for.
5 Q. 78, Talley Law Firm. Were you aware that I actually
6 accompanied members of the LLC on a trip to Louisville,
7 Kentucky, to look at property and Knoxville, Tennessee.
8 A. Pardon me?
9 Q. Were you aware that I actually accompanied members of
10 the LLC -- Mr. Talmage did as well, he's not here now -- to
11 Louisville, Kentucky --
12 A. No, I was not aware of that.
13 Q. Okay. But you have no reason to dispute that, do you?
14 A. No.
15 Q. The -- when was The Spur construction completed?
16 A. The Spur construction was completed in the fall of 2006
17 because they were trying to still close units while there was
18 about, I believe, a month left in the football season.
19 Q. All right. So that would have been sometime around
20 November of 2006?
21 A. Yeah, October, November 2006.
22 Q. Okay. So what -- when you dispute in June of 2006
23 items labeled Spur, Tommy Biershank, Glenn Justice, things of
24 that nature, what do you base your determination that's
25 unallowable on?

88

1 A. The project was not completed yet, and the construction
2 company was responsible for making sure everything was secured
3 down there at that point in time.
4 Q. And who was providing that security?
5 A. Say that again.
6 Q. Who was providing that security?
7 A. Where at?
8 Q. At The Spur.
9 A. I'm not sure.
10 Q. Okay. Wasn't it a company that Mr. Tommy Biershank was
11 associated with?
12 A. I'm not sure of that.
13 Q. So you really don't know why Tommy Biershank got $550?
14 A. Based on my -- the reason I put this on the list here
15 is based on my knowledge of where The Spur was at in its
16 development stage and the need for security. That's the reason
17 I put this on the list.
18 Q. But it's a guess as well, is it not?
19 A. It's up to you to make that determination.
20 Q. Sir, I'm not -- okay. Item 87, air travel,
21 West Virginia University, club golf tournament, $2,765. Wasn't
22 that something that Mr. Rodriguez asked the members to do?
23 A. No. Lamar showed up, and he would show up at a lot of
24 Coach Rodriguez's stuff, but in discussions with Coach Rodriguez
25 he had no knowledge that it was being paid out of this account.

89

1 MR. HUNT: Your Honor, I'm going to object again.
2 THE COURT: All right. I'm going to allow it, not for
3 the truth of the matter asserted, but the question was why is
4 he showing this, and necessarily I think it's appropriate that
5 he say what he's basing that opinion on, which is a correct
6 answer to the question. So you're protected on the record.
7 MR. HUNT: Thank you.
8 EXAMINATION RESUMED BY MR. TALLEY:
9 Q. Item 103, $2,250 to Jeff Greene. Were you aware that
10 Mr. Greene -- Mr. Jeff Greene had actually paid some company
11 expenses and that was a reimbursement to him?
12 A. No, I was not aware, and it was not noted on the check.
13 Q. Okay. So you just made the assumption that that was
14 unallowable?
15 A. (Nods head.)
16 Q. Answer verbally.
17 A. That's correct.
18 Q. Tony Gibson on Line 105, he was coaching with
19 Coach Rodriguez at West Virginia at that time, was he not?
20 A. That's correct.
21 Q. And he got $4,000. Why is that?
22 A. If I remember correctly, that had something to do with
23 purchasing -- a transaction regarding some countertops or
24 granite countertops, et cetera. That had nothing to do with
25 The Spur developments.

90

1 Q. But at the time that check was written his boss was a
2 member of the LLC from which he was paid from; correct?
3 A. That's correct. And Tony was also a listed investor
4 who put money up in The Spur development. So Tony was an
5 unsecured investor at that time, too, in The Spur development.
6 Q. Line 107, and it appears a couple times, Y-a-h-u,
7 Morgantown travel. That's a charter flight service out of
8 Morgantown, West Virginia; correct?
9 A. Yes.
10 Q. And that was used by Coach Rodriguez and other members
11 of the LLC?
12 A. I'm not sure about that.
13 Q. So do you know what the travel on Line 107 was for?
14 A. No, I'm not sure.
15 Q. You just listed it; right?
16 A. Yes.
17 Q. Okay. And the same would be true on Line 122? Do you
18 know what that travel was for?
19 A. Yeah. That travel was for Lamar Greene to travel down
20 to Jacksonville, Florida, to watch West Virginia play in its
21 bowl game on January 1st that day.
22 Q. And that was arranged by Coach Rodriguez; correct?
23 A. I have no knowledge of that.
24 Q. Darren Bruce Ministries, you touched on that earlier.
25 A. Yes.

91

1 Q. Was he someone that would come around Clemson athletics
2 quite frequently?
3 A. Darren was the team chaplain at Clemson University
4 during Tommy Bowden's early years, and then at some point in
5 time, 2005 or so, he no longer was the team chaplain there.
6 Q. At the time he was the chaplain, is it true that
7 Coach West and Coach Rodriguez were both on staff?
8 A. To my knowledge, yes.
9 Q. And they had a personal relationship with him, did they
10 not?
11 A. They did.
12 Q. I want to go back and ask you about Number 31 on Page 1
13 of Exhibit 1, Palmetto State Enterprises, $100,000. Why is that
14 on here?
15 A. I'm going to go back and look at that one.
16 MR. PRICE: Can you repeat that question?
17 MR. TALLEY: I'm asking him why Line 31 is on here as
18 an unallowable charge.
19 THE WITNESS: 31. What's the page number? Page 12.
20 I can't specifically recall on that one, but it was about --
21 that's when there were being funds transferred between the
22 various different accounts in Palmetto State's name.
23 EXAMINATION RESUMED BY MR. TALLEY:
24 Q. Okay. So you have no evidence that that was actually
25 written for $100,000 and used for Mr. Greene's benefit or

92

1 J & P's benefit or Mrs. Greene's benefit?
2 A. I do remember when I was doing all of the -- tracking
3 all the money -- I have to take -- I can take time and go back
4 and have to look at all the different accounts, but it was when
5 there was a lot of money being transferred between different
6 accounts.
7 Q. But they were all Palmetto State accounts; right?
8 A. They were all Palmetto State accounts, right.
9 Q. All right. If there was an issue -- I mean, you've had
10 five years to look at it and get your documentation together;
11 correct?
12 A. Say it again.
13 Q. You've had five years to get --
14 A. Yes.
15 Q. Okay. So you have nothing here today to show that that
16 $100,000 was nothing but an intercompany transfer among bank
17 accounts?
18 A. If I -- if you give me about 30 minutes, I could
19 probably go back through all the accounts and trace it for you.
20 Q. I don't know if the Judge is going to allow that.
21 A. Yeah.
22 Q. Line 139, ESLC Trading Company, what do you know about
23 that?
24 A. ESLC Trading Company, 4/4/2007. Hold on one second.
25 It's a check written out for $10,000 to ESLC Trading Company.

93

1 Q. Do you know who the owner of ESLC Trading Company is?
2 A. No, I do not.
3 Q. Are you familiar with a gentleman named Ed Strom?
4 A. Yes.
5 Q. Was he an investor?
6 A. Yes, he was.
7 Q. Okay. Do you have anything to dispute the fact that
8 Mr. Strom -- that was his company?
9 MR. PRICE: Objection to the question. That borders on
10 testimony.
11 THE COURT: Hold on. What's the objection?
12 MR. PRICE: He's testifying, Your Honor.
13 THE COURT: Well, isn't he on cross? Repeat the
14 question, please.
15 EXAMINATION RESUMED BY MR. TALLEY:
16 Q. What's your basis for including ESLC Trading Company,
17 $10,000, as an unallowable charge?
18 A. I believe ESLC Trading Company was a company that was
19 formed with Lamar Greene and Ed Strom with the purpose to
20 purchase Unit 601 at The Spur, and this was a payment made out
21 of Palmetto State to Ed Strom as part of his -- to go toward the
22 purchase of that condo by Lamar and Ed Strom together.
23 Q. And you base that on what?
24 A. Say that again.
25 Q. What do you base that on?

94

A. Discussions with Ed Strom and an explanation from Ed.
Q. But you testified earlier you had no idea what ESLC Trading Company was?
A. But, once you continued to ask me the question, my -- I was able to remember now.
Q. Didn't ESLC Trading Company file a lawsuit against the LLC?
A. I'm not sure if ESLC did, but, yes, Ed Strom did.
Q. Okay. And what was that about?
A. Ed had invested money in The Legends of Tuscaloosa -- actually had made them a loan, and with the decline of the -- with the decline of the markets and that he was giving -- it was actually a secured loan, and when his loan could not be repaid on time he filed a lawsuit against the LLC and its members in Tuscaloosa, Alabama.
Q. And when did he make that loan to the company?
A. That loan was made at loan closing on the -- about the approximate time of the loan closing on The Legends of Tuscaloosa loan around July, August of 2006.
Q. So this could have been a payment towards that loan; correct?
A. It could have been, but --
Q. Where does Mr. Strom live now?
A. To my recollection, he lives in Columbia, South Carolina.

95

Q. Number 143 and 144 were checks written to Lamar. Are you familiar with the Myrtle Beach outing that took place in May of 2007?
A. I remember that there was -- that he went to Myrtle Beach that week.
Q. Are you aware that the other members of the LLC were there in a planned meeting?
A. Yes.
Q. And Mr. Greene paid that personally, did he not?
A. He did this, and then also -- if I remember the cash, there's also records of cash distributions coming out of there. Also note I do -- in my research I found out that all of the housing was already paid for and was comped down there. So basically it was an outing which was basically expense free.
Q. And you base that on what?
A. I contacted and talked to the realtor who provided all of the housing down there and arranged for all of the golfing and everything.
Q. So but it was -- you agree with me that all of the members were present at that time; correct?
A. I do know Rich Rodriguez was present. I am not sure if Ron West was present at all.
Q. Look, if you will, at Page 86 of the bank records in Exhibit 1, Check Number 1357. That's a check written to Yahu, Inc., that I think we spoke about earlier.

96

A. Say that again now.
Q. Check 1357 on Page 86.
A. Yes.
Q. Is that the same travel company we spoke of earlier?
A. The one out of Morgantown, West Virginia?
Q. Yes.
A. Yes.
Q. So that check is not in your list of unallowable charges; correct?
A. That's correct.
Q. Okay. So they did provide company related travel?
A. Yes.
Q. So how did you pick and choose which ones you were going to include?
A. You can go back and look at the dates of when those trips took place, and that was one way that I did it. And also, too, I did have recollection of some of those services at that time.
Q. Line 164, there's an $11,000 check to J & P Security, loan repayment.
A. Yes.
Q. What do you know about J & P Security?
A. It was -- it was a -- it's a security company that Lamar operated. Its place of address is listed at Jeff Greene's residence in Rock Hill, South Carolina, on the corporate

97

records.
Q. And were you aware that J & P Security provided security service at The Spur during construction?
A. I did know that they provided it post-construction.
Q. And do you dispute the fact that some of the invoices to J & P Security were paid from personal funds?
A. Say that again.
Q. Do you dispute the fact that some of the invoices from J & P Security were paid from personal funds?
A. I have no knowledge of that.
Q. But you know that it did provide services to the company?
A. That's correct.
Q. On the checks in Exhibit 1 that you highlighted in green, "J & P Enterprises loan," do you have any evidence that Mr. Jeff Greene was involved in those transactions?
A. No.
Q. Has the LLC ever made a demand to J & P Enterprises for repayment of what it deems loan funds?
A. I can't answer that. I believe Mr. Chris Olson previously when he retired had conversations with Lamar Greene about repayment.
Q. The salary structure for Mr. Greene, I believe, you testified earlier was to be $10,000 a month; correct?
A. That's correct.

98

Q. And when was that agreed upon?
A. It was agreed upon, to my knowledge, at the beginning of the -- it was supposed to start at the beginning of The Spur construction.
Q. So that would have been July of 2005?
A. Correct.
Q. Okay. On your Exhibit 5 --
A. Yes.
Q. -- I believe Letter H --
A. Hold on a second.
Q. All right. Are you with me?
A. Yes, H.
Q. H, it says, "Lamar Greene, bonus, $30,000."
A. Yes.
Q. Are you aware that at that same time Mr. Rodriguez and Mr. West were paid $50,000 each?
A. I'm aware of that.
Q. So why is that included in the salary schedule?
A. Say that again.
Q. Why is that included in the salary schedule?
A. Because it was -- it was over and above the amount of 200 -- the $10,000 a month that was allowed.
Q. Okay. But the other members took a draw at the same time; correct?
A. They did.

99

Q. In excess of the amount he took?
A. That's correct.
Q. Okay. So that wasn't salary that he was paying in the amount of $30,000, was it?
A. No, it was not.
Q. So it shouldn't be on here, should it?
A. It's compensation.
Q. Line J, it says, "repay loan, $3,000."
A. Yes.
Q. Do you know what that loan was for?
A. No. There was -- I based that on records of a deposit never being made into the account that was notified -- that was designated as loan.
Q. Okay. But in that same month, it looks like December of 2006, Items J and K on Exhibit 5, would you agree with me that that only adds up to $8,000?
A. That's correct.
Q. So he should really get two more; correct?
A. For that month, yes.
Q. And if you look down on Item U --
A. Yes.
Q. -- Myrtle Beach outing, that's the same $5,500 we just talked about; right?
A. That's correct.
Q. So you got that two places. That shouldn't be on here,

100

should it?
A. If it's -- you may be correct there that it may be double counted twice.
Q. Okay. So the salary overpayment figure of 76,881 is not accurate?
A. If you want to subtract the -- I guess you could choose which exhibit you want to delete one of the 5,500s from.
Q. And about the 30,000 you would agree with me as well correct?
A. Say it again.
Q. The 30,000, you would agree with me as well; correct?
A. I can't agree one way or another, but I'm sure our investors wouldn't agree.
Q. Well, they got $50,000 that day.
A. Say that again.
Q. They got $50,000 that day, didn't they?
A. They did.
Q. Okay. That wasn't salary to them, was it?
A. Say that again.
Q. It wasn't salary to them, was it?
A. No, it was not.
Q. So why should --
A. Well, it was proceeds from -- paid out of the LLC account.
Q. Right. It's a form of an owner's draw; correct?

101

A. If you want to call it that.
Q. You've been present for every deposition. Isn't that what they said?
A. Yeah.
Q. They reported it that way on their taxes?
A. Yeah.
Q. So it shouldn't be on here, should it?
A. I can't judge that. In my estimation, it was unallowable based on everything else that was going on.
Q. Let's look at Exhibit 2, the reasons unallowable charges.
A. Mm-hmm.
Q. You testified earlier that you put -- and I don't want to put words in your mouth, but you put on these spreadsheets what you believed to be Monday travel expenses. Is that -- am I stating that fairly?
A. In some, yes, I did go through and do that.
Q. Okay. Do you know where Mr. Greene was every Monday that you've included?
A. Not every Monday, but his usual schedule was to go to J & P Enterprises and work in Gastonia, North Carolina, that day.
Q. But there were instances where he would drive to Tuscaloosa and do Palmetto State's business, were there not?
A. Yes, there were instances he would drive.

000075

102

1 Q. Okay. So where is your documentation to show that
2 these were all J & P Enterprises' expenses that you've listed in
3 Exhibit 2?
4 A. Say it again.
5 Q. Where is your documentation to show that what you've
6 listed in Exhibit 2 are J & P Enterprises' expenses?
7 A. There's no documentation. It was just based off of
8 putting facts together and drawing what I believe to be a valid
9 conclusion.
10 Q. If you look at Lines 41 through 48 on the first page of
11 Exhibit 2 --
12 A. Yep.
13 Q. -- the Sam's Town Hotel, that's a facility in
14 Shreveport, Louisiana; correct?
15 A. That's correct.
16 Q. And I believe the University of South Carolina football
17 team played in the Independence Bowl at the end of the 2005
18 football season; correct?
19 A. They did.
20 Q. Okay. And were you aware that there was a marketing
21 event hosted by ERA Wilder affiliated with South Carolina's
22 appearance in the Independence Bowl?
23 A. Yes.
24 Q. Okay. And ERA Wilder was the realtor who had The Spur
25 listed at that time; correct?

103

1 A. That's correct.
2 Q. And, in fact, George Rogers was flown in to sign
3 autographs and try to attract people to invest in The Spur?
4 A. I don't know all the details of that.
5 Q. So you guessed again and put this on here?
6 A. No. If I recollect, there were double payments made,
7 not only with the check card but also with some checks on that
8 is the best of my recollection.
9 Q. So most of these are check card expenses that you have
10 just assumed were non-Palmetto State business; is that fair to
11 say?
12 A. By trying to do research and look at the dates and
13 locations and that, yes.
14 Q. There are three green highlights within this
15 Exhibit 2 --
16 A. Yes.
17 Q. -- for J & P Enterprises. To your knowledge, was
18 Jeff Greene involved in any of those transactions?
19 A. To my knowledge, no.
20 Q. I want to look at Exhibit 3, which is the NBSC
21 unallowable charges. There are two, totaling 6,300, indicated
22 for J & P Enterprises. To the best of your knowledge, was
23 Mr. Jeff Greene involved in either one of those transactions?
24 A. To my knowledge, no.
25 Q. Okay. There's another $6,000 charge on here for

104

1 Lew Jordan, and his name appears a couple of times throughout
2 these records. You testified earlier he was a realtor in the
3 Clemson area.
4 A. He was.
5 Q. Are you also aware that he was involved in helping
6 select the site for The Spur in Columbia?
7 A. No, I'm not aware of that.
8 Q. Do you have any reason to dispute that?
9 A. No.
10 Q. I want to next turn your attention to Exhibit 6. And
11 on Exhibit 6 you listed $22,005 of cash withdrawals.
12 A. Yes.
13 Q. Do you know where the cash went?
14 A. I have no idea.
15 Q. So you don't know what it was spent on?
16 A. No. Based on the fact that there were no documentation
17 associated with the cash withdrawals either with the records and
18 also with the accountant who handled this, I just did like the
19 IRS would. They would call it unallowable.
20 Q. And so that's $22,005 that you're not sure if it was
21 spent on company business or not?
22 A. That's correct.
23 Q. On Exhibit 10 at the top single deposits written it
24 says at the top by Juleen Greene. Which of these checks do you
25 believe Ms. Greene signed Mr. Greene's name to?

105

1 A. Pardon me?
2 Q. You testified earlier that you believe Ms. Greene had
3 signed Mr. Greene's name to certain of the checks listed in
4 Exhibit 10.
5 A. Yes.
6 Q. Which one?
7 A. One would be on Page 21, 1668.
8 Q. Okay. And that's that same J & P Security payment we
9 looked at in the First Citizens records?
10 A. Yes.
11 Q. Are there any other checks that you believe Ms. Greene
12 signed Mr. Greene's name to?
13 A. That's the one that I truly, firmly believe. I think
14 you'd have to refer to her deposition testimony in regards to
15 the others.
16 Q. Do you have any evidence that this Check 1668 on
17 Page 21 that you allege she signed went to her personal use?
18 A. I have no knowledge of that.
19 Q. Would you agree with me that Mr. and Ms. Greene were
20 separated for about eight or nine months in the year 2006?
21 A. I do agree to that.
22 Q. And that was part of the time you were actually staying
23 at the Riverpoint condo, is it not?
24 A. Yes.
25 Q. So you testified earlier that you think Ms. Greene

106

1 benefited from some of these allegations of conversion by
2 traveling with Mr. Greene or meals. Do you know where she
3 traveled with him?
4 A. I think she traveled with him to the ball games in
5 Orlando, in Jacksonville, the golf outings. I do have knowledge
6 of that.
7 Q. And all the things that you just described, other
8 members of the LLC were involved in each of those outings;
9 correct?
10 A. The -- yeah, they were coaching their football games at
11 that time.
12 Q. Other than that, where did she travel and what meals
13 did she eat on the company dime according to you?
14 A. Many of the meals on the Mondays and then also in and
15 around Clemson on the weekends.
16 Q. And you know that she was present?
17 A. I do not know she was present.
18 Q. So you don't know who was there?
19 A. By looking at the amounts of the -- many of the
20 charges, it was for more than one person.
21 Q. All right. You earlier testified, and I think we can
22 all agree, that there were a lot of folks associated with
23 Clemson involved in this LLC; is that fair to say?
24 A. There were members of the LLC and investors in the
25 local community here, yes.

107

1 Q. And would Mr. Greene, based on your knowledge in
2 working with the LLC, frequently dine with members of the
3 Clemson Athletic Department who were investors or coaches?
4 A. Yes.
5 Q. Okay. So they could have been there talking about
6 company business --
7 A. They could have been, yes.
8 Q. -- or their investment?
9 A. Yes.
10 Q. The -- what do you claim are the damages the LLC has
11 sustained?
12 A. What's your definition of "damages"?
13 Q. Well, you're the Plaintiff, and you're asking this
14 Court for damages. So I'm asking you what you think the damages
15 are.
16 A. The damages to -- there's been specific damages to the
17 LLC members, at least two of them, Rich Rodriguez and Ron West.
18 I'm not sure in regards to Jeff Greene. In regards to the
19 projects not being completed, not being enough funds to pay
20 secured creditors, where lawsuits were filed and the settlements
21 were made between the LLC members and the -- as defendants with
22 the plaintiffs in those specific lawsuits.
23 In addition to that, there were investors who had
24 unsecured investments that did not get their money back, and
25 there were at least one major contractor, Talmage & Associate

108

1 Architects, who ended up with a large financial loss. So
2 there's -- there's that because these projects did not work,
3 which were a lot of it the result of the missing funds that
4 caused harm to individuals and a specific company.
5 Q. Are you aware of checks written out of the
6 First Citizens Palmetto Properties account to Ron West as loans?
7 A. Say that again.
8 Q. Are you aware of checks written out of the
9 First Citizens Palmetto Properties account to Ron West as loans?
10 A. I believe I'm aware of those.
11 Q. Have those been paid back?
12 A. I cannot recall at this time.
13 Q. When he was coaching at Clemson, where did he reside?
14 A. He had a house in a subdevelopment in Clemson.
15 Q. What was it called?
16 A. I'm not sure.
17 Q. Did he own a unit at Clemson Towers as well?
18 A. I believe at one point in time he did purchase one as
19 an investment property.
20 Q. Has he repaid the LLC for the moneys it paid towards
21 his homeowners' dues and things of that nature for that condo?
22 A. No, he has not.
23 Q. Okay. Do you know what the amount due to the LLC from
24 Ron West is as we sit here today?
25 A. No, I do not.

109

1 Q. His $50,000 bonus in 2006 wasn't reduced by any amount
2 he owed the LLC, was it?
3 A. No, it was not.
4 Q. Isn't it your duty as manager to pursue that?
5 A. What I did is I worked with legal counsel there, and
6 legal counsel had discussions with those individuals and -- on
7 how to treat those payments and then also provided me counsel on
8 how to proceed.
9 Q. When was the construction loan closed for the
10 Blacksburg project?
11 A. The construction loan was closed in September of 2007.
12 Q. And that's when you became manager?
13 A. That's correct.
14 Q. Okay. And what happened to that project after that
15 time?
16 A. The project was put on hold, and the circumstances
17 around it were there was a loan taken out to purchase the land
18 in June of 2007, which was a short-term loan, and about the same
19 time simultaneously when that was coming due in September was
20 when the discrepancies were found with the LLC. The bank
21 notified our attorneys and said the construction loan needed to
22 be closed to take out the land loan because it was due. If not,
23 all the members would be liable for the -- for the land loan
24 amount and that the project would not go forward at that time
25 until the legal matters were sorted out.

000077

110

1 Q. All right. And that land loan was around $3.8 million?
2 And I may not be exactly right on that.
3 A. 3.65.
4 Q. 3.65.
5 A. Yes.
6 Q. And so the closing in September of 2007 was a draw upon
7 the $26,000,000 construction loan; correct?
8 A. Yes, to pay off the existing land loan.
9 Q. All right. And that draw or that construction loan was
10 eventually foreclosed; correct?
11 A. That's correct.
12 Q. Okay. So the management of the company at that time
13 was under you; correct?
14 A. And Floyd Elliott.
15 Q. Okay. The foreclosure lawsuit was resolved; is that
16 right?
17 A. That's correct.
18 Q. So what are the other outstanding claims against the
19 company right now?
20 A. The only remaining outstanding claims against the
21 company right now are with unsecured investors and creditors.
22 Q. Okay. And how much does that total?
23 A. It's somewhere -- I have to go back and check. It's
24 somewhere north of $2,000,000 and 3,000,000. I don't have the
25 spreadsheet in front of me.

111

1 Q. Okay. What happened to the condos in Alabama?
2 A. The condos in Alabama were in regards to -- they were
3 sold, and the proceeds were used to satisfy accounts payable and
4 secured creditors.
5 Q. Okay. But is it not true that there were certain
6 condos that were given to investors in lieu of repayment?
7 A. Say it again.
8 Q. Isn't it true that certain condos were given to
9 investors in lieu of repaying their investment?
10 A. Yes, they were deeded to investors as part of
11 repayment.
12 Q. Okay. And that took care of those folks?
13 A. Partially. I don't think it took care of them fully.
14 Q. Okay. And at the time you were responsible for the
15 marketing and handling of the disposal of the Alabama condos?
16 A. Yes, working in coordination with legal counsel.
17 Q. Okay. Did you hold an auction on the units in Alabama?
18 A. No, we did not.
19 Q. Wasn't that suggested to you by both Mr. Lamar Greene
20 and Mr. Jeff Greene as a way to recoup cash?
21 A. I can't recall that.
22 Q. All right. You actually rejected that idea, did you
23 not?
24 A. If it was -- if it had been proposed to me at that
25 time, I think I would have rejected it and the realtor would

112

1 have rejected it based on the outcome of The Spur auction.
2 Q. Okay. But at the time you needed money; correct?
3 A. Yes. But also at that time there were a number of
4 units that were already collateralized as secured with --
5 Gary Elder, I believe, had one or two units, and Ed Strom had
6 four units that were collateralized. At the time that this
7 happened, basically only left were one-bedroom units for sale,
8 which were hard to sell at that time.
9 Q. Are you still being compensated by the LLC?
10 A. No.
11 Q. When did you stop getting compensated?
12 A. Years ago.
13 Q. Do you remember when that was?
14 A. I would say it's probably -- what's this, 2013?
15 Probably early 2011 or '10.
16 Q. Okay. What was the source of funds used to pay you
17 from September 2007 until the time frame you just described?
18 A. There were proceeds that were from doing business that
19 were used to compensate me.
20 Q. And how much would the LLC bring in monthly during that
21 time frame?
22 A. It was all dependent on closing of units at Columbia
23 and also at Tuscaloosa. It was very erratic.
24 Q. But sales were ongoing?
25 A. They were ongoing --

113

1 Q. And that was --
2 A. -- in a very distressed market.
3 Q. What is your relationship today with Coach West and
4 Coach Rodriguez from a professional standpoint?
5 A. From a professional standpoint, I no longer am
6 Coach Rodriguez's agent on record. I still do some marketing
7 stuff with him. And Coach West and I have not spoke except once
8 with phone messages in the last nine months.
9 Q. When were you the agent for Coach Rodriguez?
10 A. I was from around 2003 or '04 up until about 12 months
11 ago.
12 Q. Okay. And when we say "agent," you were his contract
13 advisor or --
14 A. Yeah, I negotiated his contracts at the universities he
15 coached at.
16 Q. So you were in that role at the same time you were the
17 manager of the LLC?
18 A. That's correct.
19 Q. Has Coach Rodriguez looked at these records?
20 A. Yes, he has.
21 Q. He's looked at the bank statements?
22 A. I know he has seen -- he has seen and I have presented
23 everything to him when it was initially completed back in the
24 '09, '08 time frame.
25 Q. What's his involvement been with this LLC since then?

114

1 A. Basically, he's been trying to keep his head above
2 water and fend off various lawsuits because of his personal
3 guarantys that were involved. When I took over in 2007, each of
4 the LLC members had liabilities of over $9,000,000 personal
5 guarantys. I believe Coach Rodriguez has gotten out at about
6 4 cents on the dollar, and I don't know what the other LLC
7 members were able to get out at.
8 Q. Why did your agency relationship end with him within
9 the last year?
10 A. He decided he was going to go with a different agent.
11 There's no hard feelings.
12 Q. Do you think --
13 MR. TALLEY: Beg the Court's indulgence one moment if
14 you don't mind.
15 THE COURT: Yes, sir.
16 EXAMINATION RESUMED BY MR. TALLEY:
17 Q. When was Coach Rodriguez the football coach at
18 West Virginia?
19 A. I believe from around 2000 -- starting with the 2002
20 season, I believe, up through the -- let me see, that would have
21 been December 6 -- through the '07 season.
22 Q. Okay. And how -- why did that relationship end?
23 A. What do you mean?
24 Q. His relationship with West Virginia.
25 A. He decided to take the head coaching job at the

115

1 University of Michigan in December of '07.
2 Q. The contract he was under at the University of
3 West Virginia, is that a contract you negotiated for him?
4 A. Not the first one, but the extensions were.
5 Q. And what did it end up costing him to leave under that
6 contract?
7 A. Costing him?
8 Q. Yes.
9 A. About 1.5 million.
10 Q. And that all came about about the same time you made
11 these allegations against this LLC; is that correct?
12 A. The allegations were made in August, September. That
13 issue came up in -- starting in January of '08 and later.
14 Q. Okay. Isn't this just a personal mission to save face
15 with Rich Rodriguez?
16 A. No.
17 Q. What do you hope to gain through this lawsuit for the
18 company?
19 A. I hope to gain funds to repay the unsecured investors
20 their money.
21 Q. And where do you envision those funds coming from?
22 A. Whatever judgments that can be attained.
23 Q. So you have no idea what assets may or may not be out
24 there as part of the Estate or J & P Enterprises?
25 MR. PRICE: Your Honor, I object to the line of

116

1 questioning about assets because I, frankly, don't see the
2 relevancy.
3 THE COURT: We are getting a little bit far.
4 MR. TALLEY: Understood, Your Honor.
5 EXAMINATION RESUMED BY MR. TALLEY:
6 Q. And any moneys you recoup as part of this lawsuit will
7 go where?
8 A. It will go to any expenses that are due, the attorney
9 for the LLC, to reimburse myself for expenses I've paid to the
10 attorney since the LLC is out of money, and to the unsecured
11 investors and creditors.
12 MR. TALLEY: No further questions, Your Honor.
13 THE COURT: Mr. Hunt, any questions?
14 MR. HUNT: If it please the Court, Your Honor.
15 EXAMINATION BY MR. HUNT:
16 Q. You've talked about the LLC and those sorts of things.
17 The LLC in -- the problems were discovered in September 2007,
18 were they not?
19 A. August and September 2007.
20 Q. And in August and September of 2007 was the beginning
21 of the pretty deep recession, was it not?
22 A. Yes, it was.
23 Q. Yes, sir. And correct me if I'm wrong, but I have
24 information which sets forth that there was a loan taken out --
25 I think you've testified to it -- with the property in

117

1 Blacksburg, Virginia; is that not right?
2 A. That's correct.
3 Q. And that loan -- that loan was executed by
4 Mr. Rodriguez -- or the guaranty was.
5 A. It was actually guaranteed by Mr. Rodriguez,
6 Jeff Greene, Lamar Greene and Floyd Elliott. There were four
7 guarantors on that loan.
8 Q. They went forward with that loan for $28.3 million.
9 Right after they discovered there were some discrepancies in the
10 accounting, did they not?
11 A. They did.
12 Q. So they may not have been quite as concerned about
13 this -- these discrepancies in this accounting as you may have
14 been or as you are?
15 A. Say that again.
16 Q. They may not have been -- if they got together with
17 someone several days, 10 days, 15 days after discrepancies were
18 discovered but they still went forward with the loan, maybe they
19 weren't quite as concerned about some of these discrepancies as
20 you have become; is that not right?
21 A. No, they were very concerned. There was conversation
22 between their legal representative at that time, Chris Olson,
23 and the banker on the need to close the loan in order to pay off
24 the outstanding land loan and that there would be no other draws
25 allowed on the construction loan until the legal issues were

118

1 resolved. So this was an agreement worked out between the
2 banker, Fred Gibbs, who was the bank representative, and
3 Chris Olson at that time, along with Nexity Bank, who was the
4 funding bank, that this needed to take place in order to stave
5 off foreclosure on the land loan.
6 Q. Do you have a copy of that agreement?
7 A. There are -- there are -- there is a letter from
8 Fred Gibbs that's in the file that says, this is what the plan
9 is, we're going to close it, and that there will be no other
10 draws made until the legal issues are resolved.
11 Q. Has it been presented to this Court as evidence?
12 A. I'm not sure of that.
13 Q. All right. Some of these charges that you have brought
14 today, to say that they were improperly spent, improperly
15 done -- when was The Spur started?
16 A. The construction on The Spur was started in July of
17 2005.
18 Q. Was the land -- was the land -- had the land been
19 acquired prior to that time?
20 A. It had been acquired by that time.
21 Q. Was -- when was the land acquired as far as you know?
22 A. The land was acquired sometime before closing at that
23 time.
24 Q. So was it acquired in 2004?
25 A. I'm not sure of that.

119

1 Q. All right, sir. Did you -- on your docket on
2 Exhibit Number 1 -- if you will look at it please, sir?
3 A. Exhibit Number 1?
4 Q. Yes, sir.
5 A. Yes, sir.
6 Q. On February 3rd, 2005, you say Spur interest to
7 Carolina First. Why have you got that on there?
8 A. Say that again.
9 Q. Line Number 7 -- Item 7, Page Number 4, you say,
10 "Carolina First, Spur, S-p-u-r, interest $800."
11 A. Yeah.
12 Q. Why is that on there?
13 A. At that point in time, I had no records of a
14 Carolina First bank account being related to The Spur.
15 Q. Is it not possible that something was done with
16 The Spur through Carolina First to benefit that project that was
17 ongoing at that time?
18 A. In our attorney's scouring of the records, there was
19 never a Palmetto State Enterprises account opened up at
20 Carolina First.
21 Q. All right. How about on February 5th, 2005,
22 Mike Rogers, labor, Danny Cain, labor, Mike Rogers, labor? All
23 of those occurred in February of 2005?
24 A. That's correct.
25 Q. And why did you -- why have you decided to put those on

120

1 here that -- seeming to indicate that Mr. Greene took that --
2 those funds?
3 A. There was -- the construction had not started at
4 The Spur until --
5 Q. But you had land in Columbia, South Carolina, did you
6 not?
7 A. Correct.
8 Q. And that land had the various -- and other things on
9 it, did it not?
10 A. It did.
11 Q. And maybe those guys had been hired to go down to
12 Columbia to start looking at -- transforming some of that land;
13 is that not right? Could they not have?
14 A. Maybe if they had a bulldozer and stuff, they could
15 have.
16 Q. They may could have gone down and done other things
17 inside the property. There could have been warehouses, were
18 they -- there were warehouses down there, were there not?
19 A. There were.
20 Q. And those warehouses could very well have had property
21 inside them that needed to be cleaned out, could it not?
22 A. Possibly so, yes.
23 Q. But you want the Estate of Lamar Greene to pay that
24 back. You have no evidence -- you have no evidence that this
25 was not an authorized expenditure.

121

1 A. Say that again.
2 Q. You have no evidence that this was not an authorized
3 expenditure.
4 A. No evidence?
5 Q. You have no evidence that it was not.
6 A. I -- the way I deducted this was by the dates and the
7 fact that there was still work being done by Lamar at
8 Clemson Towers, and I contacted people at Clemson Towers who
9 owned units there, and they said at that time that Mike Rogers
10 and Danny Cain --
11 MR. HUNT: Your Honor, I have an objection. That's
12 hearsay.
13 THE COURT: All right. Hold on. You asked him the
14 question why -- he's answering why he did it, so I think it's a
15 proper answer. You're protected on the record.
16 THE WITNESS: At the same time, there were expenditures
17 that were going for materials that I know were being used at
18 Clemson Towers, and at the same time there was labor being
19 expended at Clemson Towers. And I talked with a resident at
20 Clemson Towers and asked him if he knew these people and if they
21 did work there.
22 MR. HUNT: Your Honor, one explanation has continued on
23 and on and on, and I think it's --
24 THE COURT: All right. Move on to the next question,
25 please, sir.

122

1 EXAMINATION RESUMED BY MR. HUNT:
2 Q. So when did the construction begin on Clemson Towers?
3 A. Clemson Towers, I'm not sure when --
4 Q. Pardon me. The Spur.
5 A. The construction loan was let in June, July of 2005
6 with Regions Bank.
7 Q. What evidence do you have that the Item Number 21 to
8 Lew Jordan was an inadmissible -- unallowable expense to
9 Mr. Jordan on Spur land? 56, 57.
10 A. The -- in regards to Lew Jordan, any payments to Lew --
11 I spoke with Lew, and there were payments made to Lew under two
12 categories that I was aware of. One category was repayments for
13 his marketing and real estate work in regards to Clemson Towers,
14 and payments made to Lew Jordan -- Lew had a box at Clemson, and
15 Lamar paid a certain portion of the cost of that box in order to
16 have access to the tickets and that. So in my conversations
17 with Lew Jordan, he never told me anything about any work that
18 he did down there. I was only aware of his involvement at the
19 Clemson Towers in marketing and his ownership of a box which
20 Lamar paid a certain percentage of each year. Those were the
21 two, and they did not have anything to do with condo
22 development.
23 Q. He never -- Lew Jordan never did view or make
24 recommendations on the site in Columbia?
25 A. I have no knowledge of that. In my discussions with

123

1 Lew, he never mentioned that to me.
2 Q. This 100,000 to Palmetto State Enterprises that as you
3 testified to a while ago was an inter-account transfer, was it
4 not?
5 A. That's correct.
6 Q. Yet, you're trying to ask the Estate of Mr. Greene to
7 repay that?
8 A. Yes.
9 Q. For what reasons?
10 A. When I went through back in 2007 and '8 and did this in
11 tracking the transfer and following the money line, that was an
12 unallowable expense at that time. What was the date on that?
13 Q. June 9th of 2005.
14 A. Yes.
15 Q. But it was an intercompany transfer?
16 A. That's correct.
17 Q. You've talked about the unallowable -- how many of
18 all -- since you've now been in charge since 2007, what were --
19 what kind of records -- did you ever come across records which
20 reflected the bonus that was paid to Mr. Rodriguez and the
21 other -- Mr. West?
22 A. Yes.
23 Q. Were there records of that?
24 A. There were checks made out to them, yes.
25 Q. Were there company records which indicated on this day

124

1 we're going to issue bonuses to this one or that one or the
2 other one?
3 A. There were no -- there were no company records or
4 minutes of any meetings.
5 Q. Were there -- did you have extensive records of some of
6 these other things that transpired, like some of this travel?
7 A. There were -- there were no minutes of board meetings
8 or records of any meetings between the members of the LLC
9 maintained.
10 Q. And the MAC Club at West Virginia --
11 A. Yes.
12 Q. -- no records of that, were there?
13 A. In regards to?
14 Q. The contributions -- the two contributions of $1,100 a
15 piece.
16 A. The only records were the canceled checks out of the
17 bank accounts.
18 Q. Yes, sir. About like the $55,000 bonus, were they not?
19 So you -- is that not right?
20 A. Say that again.
21 Q. You had about as much record of those payments to the
22 MAC fund as you do of the $50,000 bonus?
23 A. The only -- the records I've had were the bank
24 statements and the canceled checks.
25 Q. So you have no reasons not to -- you have no reason or

125

1 no -- you have no evidence which would indicate that the LLC or
2 the members thereof did not approve this?
3 A. In this case, yes, I do.
4 Q. Where?
5 A. When I spoke specifically with Coach Rodriguez and
6 presented this to him, he had knowledge that Mr. Greene had
7 joined the MAC Club, but he had no knowledge that it was being
8 paid for out of this company bank account. He assumed it was
9 being paid by him personally.
10 Q. Is he here today to testify to that?
11 A. Who?
12 Q. Mr. Rodriguez.
13 A. No, he's not.
14 Q. All right, sir. Tom James Engineering, Tuscaloosa. Is
15 there such an engineer as Tom James?
16 A. No, there's not.
17 Q. Barton Builders, Spur cabinet, on Line Number 30, what
18 was that?
19 A. That was for cabinets to be put into the
20 Clemson Towers.
21 Q. All right, sir. Was the 12/17/05 -- who was that
22 grading company, do you know, $1,500, Line 37?
23 A. That was a company out of Seneca, South Carolina.
24 Q. Yes, sir. What evidence do you have that Ramon Arech
25 on Line Number 42, that was done after the commencement of the

126

1 construction down at The Spur -- what evidence do you have that
2 that was not a valid charge?
3 A. At that point in time, the construction company was
4 doing all of the construction down at that -- down at that site.
5 Q. But you have no evidence that -- you don't have
6 Mr. Ramon Arech, or whatever his name is, or Ray Arch or
7 HC Labor at The Spur -- none of them are here to testify to
8 that, are they?
9 A. Not today.
10 Q. No, sir. This Al Bell Consulting -- I think I heard
11 you say that Al Bell was one of the contributors -- investors,
12 was he not?
13 A. Yes, he was.
14 Q. And was that -- could that not have been one of those
15 ways by which funds could have gotten out of this LLC to
16 investors?
17 A. Say that again.
18 Q. Is that not -- could that not be like some of those
19 other things that happened in this LLC, that money was taken
20 from the LLC and given to an investor?
21 A. No. If you go back, there are specific checks that are
22 titled or labeled as for his consulting, and there I know is at
23 least one check that was labeled specifically in the record, and
24 Al, when I talked to him, said, this was repayment for my
25 investment. So there are specific dates in the spreadsheets as

127

1 to -- in regards as to when Al Bell --
2 Q. What dates are there? You have the evidence. You have
3 the records.
4 A. Okay. I do know one is --
5 MR. HUNT: Judge, while he's looking, we're at 1:00.
6 THE COURT: That means you need to move quicker so we
7 can go to lunch.
8 MR. HUNT: It might be a while.
9 THE COURT: Well, we'll be here a while then.
10 MR. HUNT: Thank you, sir.
11 THE WITNESS: If you go to a check dated -- on
12 Page 102, Check Number 1077 dated August 13th of -- let me see
13 here, when was that date -- yeah, 2007, a check made to Al Bell
14 for $50,800, that was a repayment for his investment in The Spur
15 project, which is a separate payment outside of the consulting
16 agreement.
17 EXAMINATION RESUMED BY MR. HUNT:
18 Q. If you would please, sir, say that again.
19 A. If you go to Page 102 --
20 Q. Right.
21 A. -- on the left-hand column --
22 Q. Right.
23 A. -- second check up --
24 Q. It's actually Page 55, Item Number 102.
25 A. Yeah, it's Page 102 of Exhibit 1.

128

1 Q. It's -- let's make sure the record's right. It is
2 Page Number 55. It is Item Number 102.
3 A. No.
4 THE COURT: He's talking about the actual page number
5 of the attachments.
6 MR. HUNT: Yes, sir, the page number of the
7 attachments, and that's what I'm on.
8 THE WITNESS: Yeah, Page 102.
9 THE COURT: I've got it right here, Page 102.
10 MR. HUNT: Maybe I didn't get the whole -- I don't
11 think, Your Honor, I got the entire exhibit.
12 MR. PRICE: Mr. Hunt, you want to use mine?
13 MR. HUNT: It would help. It would have been nice to
14 have gotten it to start with.
15 MR. PRICE: Mr. Hunt, I believe at lunch if you look
16 through, you'll see that you did get it to start with.
17 MR. HUNT: And I believe if you'll look at this, you
18 don't see 102 pages on this, so --
19 THE COURT: Let's move on to the questioning,
20 gentlemen.
21 EXAMINATION RESUMED BY MR. HUNT:
22 Q. Which check number are we speaking about, sir?
23 A. It's Page 102, Check Number 1677.
24 Q. For how much?
25 A. $50,800, and I think it says Spur investment in the

129

1 notation page -- on the notation line item.
2 Q. Spur investment, yes, sir. And your point?
3 A. You asked the question whether or not the payments to
4 Al Bell at the $5,000 a month rate for consulting could be
5 construed as repayment for investments, and my answer was, no,
6 that was made under the separate payment.
7 Q. Was the entire -- $50,000, was that his entire
8 investment?
9 A. That was his -- I'm not sure. It covered at that time,
10 I believe -- I remember, principal and interest, I believe.
11 That was -- he had an agreement with Lamar -- with
12 Palmetto State.
13 Q. Did Al Bell get that $5,000, to your knowledge, that
14 we've got on page -- on the first page, Item Number 24?
15 A. What page?
16 Q. First -- on the first page of your recapitulation, it
17 says down on Item Number 24, Al Bell consulting agreement,
18 $5,000.
19 THE COURT: On my exhibit, Number 24 is showing
20 Tom James Engineering.
21 MR. HUNT: Well, again --
22 THE COURT: Could I see what --
23 MR. HUNT: This is what I was handed, Your Honor. I'm
24 sorry.
25 THE COURT: That's fine. Well, on this one it's

130

1 showing, 24, Tom James Engineering. So yours appears to be
2 consistent with what I have. I believe you're asking about
3 Line 49.
4 MR. HUNT: But I said Page 24. Page 24 down there --
5 THE COURT: Okay. I'm sorry. I was going by the item
6 number under the number column.
7 MR. HUNT: All right. We'll try to go by numbers.
8 THE COURT: All right.
9 EXAMINATION RESUMED BY MR. HUNT:
10 Q. All right. Number -- we were back on -- we're back on
11 Item Number 49 on your first page.
12 A. Al Bell consulting agreement.
13 Q. Yes, sir. What evidence do you have that Al Bell did
14 not receive those funds?
15 A. Oh, I -- Al Bell did receive those funds.
16 Q. But you want Lamar Greene to pay them back?
17 A. That's correct.
18 Q. Why?
19 A. Because these expenditures were not authorized and in
20 this case specifically were said no to by the other LLC members.
21 Q. What written documents do you have to that effect?
22 A. I don't have written documents, but it is included in
23 Ron West's deposition testimony, which will be submitted.
24 Q. What evidence do you have to the effect -- was this
25 about like -- again like about that $50,000 bonus that a couple

131

1 of those guys got?
2 A. Say that -- what's your question?
3 Q. This is akin to that $50,000 bonus -- the $130,000
4 bonuses that several of the members of the LLC got, was it not?
5 No records.
6 A. There were no written records. The way I discovered it
7 was -- and investigated it, I reached out to the Regions loan
8 officer, and he told me that Lamar did approach him at one time
9 with the other two members of the LLC there wanting to get this
10 agreement approved. It was denied by the Regions loan officer,
11 Davis Barnett or Arnette, I believe. Rich Rodriguez and
12 Ron West together at that -- together said no, and Lamar went
13 ahead and did it.
14 Q. Went ahead and did the $5,000?
15 A. He entered into some kind of agreement with Al Bell and
16 paid him funds periodically out of the account.
17 Q. Was there a contemporaneous bonus to Mr. Rodriguez and
18 Mr. West on Item Number 50 when Mr. Greene received $7,500?
19 A. Say that again.
20 Q. Was there a contemporaneous bonus to both Mr. Rodriguez
21 and Mr. West when Mr. Greene received that bonus?
22 A. Not to my knowledge.
23 Q. Okay.
24 A. There wasn't any checks written out to any account to
25 Rodriguez or West at that time of any of the bank accounts we've

132

1 gone through today.
2 Q. On the Al Bell consulting, I count -- I see four
3 already in there in going through this thing. Five, six, seven,
4 eight. Did you, as the managing partner of the LLC in
5 September 2007, consider getting a repayment from Al Bell for
6 those -- what I count to be $50,000 in consulting fees?
7 A. I did. I had a discussion with our attorney,
8 Chris Olson, and Chris said he would handle and pursue
9 discussions and that with Mr. Bell.
10 Q. Was it handled and pursued, sir?
11 A. I can't answer that.
12 Q. You're the manager.
13 A. Mm-hmm.
14 Q. You don't know?
15 A. At that point in time, I was just spending -- instead
16 of going back and trying to recover and identify funds, the
17 majority of my time was spent on trying to keep the LLC solvent.
18 Q. Would $50,000 not have helped keep it solvent?
19 A. Pardon me?
20 Q. Would $50,000 not have helped keep it solvent?
21 A. It would have.
22 Q. But you didn't pursue it? You didn't -- you
23 obviously -- you obviously didn't pursue it.
24 A. I asked our attorney, and he said he would be the one
25 to investigate it.

133

1 Q. You're the principal; he was the agent?
2 A. That's correct.
3 Q. But you didn't pursue it. Now you want Mr. Greene's
4 estate to pay it?
5 A. That's correct.
6 Q. Yes, sir.
7 THE COURT: Mr. Hunt, let's go back to your lunch
8 inquiry. How much longer -- my theory didn't work apparently.
9 How much longer do you think you're going to go on cross?
10 MR. HUNT: Your Honor, this may take until 4 o'clock.
11 THE COURT: All right. We'll take a 45-minute break.
12 But, gentlemen, you all got to get together. You all
13 know we got a lot of ground to cover.
14 We'll start back at 2 o'clock.
15 MR. HUNT: Thank you, sir.
16 MR. TALLEY: Thank you, sir.
17 (Thereupon, a lunch break was taken, after which the
18 following proceedings were had.)
19 THE COURT: All right, sir, if you can come back around
20 to the witness stand. And just to remind you, you're still
21 under oath.
22 All right, Mr. Hunt.
23 MR. HUNT: If it please the Court, Your Honor.
24 If I might approach, Your Honor?
25 THE COURT: Sure.

134

1 MR. HUNT: This document has been outlined.
2 EXAMINATION RESUMED BY MR. HUNT:
3 Q. I'm going to show you a letter, sir. I don't know if
4 you have been – if you've seen it or not. Have you seen that
5 document? That's a letter of August 30th, 2005, is it not, sir?
6 A. Mm-hmm.
7 THE COURT: If you could answer yes or no, please.
8 THE WITNESS: Yes.
9 THE COURT: Thank you.
10 EXAMINATION RESUMED BY MR. HUNT:
11 Q. And it's from Lamar Greene – to Lamar Green from
12 Al Bell, is it not, sir?
13 A. Yes.
14 Q. It acknowledges a contract of $300,000 for The Spur
15 project, does it not, sir?
16 A. Yes.
17 Q. And there's also a copy of a couple of checks down
18 there as well, are there not?
19 A. Yes.
20 Q. And some payments paid apparently?
21 A. Yes.
22 Q. Shows Mr. Greene paying out of his own pocket $83,000,
23 does it not, sir?
24 A. Yes.
25 Q. All right. I want to show you – direct your attention

135

1 a little further, sir. Would you please look at that letter
2 from Mr. Jamile Francis of the Leatherwood Law Firm over in
3 Greenville?
4 A. Yes.
5 Q. Dated August 12th, 2005, is it not?
6 A. It is.
7 Q. And it recites about the bills for services rendered,
8 that sort of thing, does it not?
9 A. Mm-hmm.
10 THE COURT: If you could answer yes or no.
11 THE WITNESS: Yes.
12 THE COURT: And the reason is if you say uh-huh or –
13 THE WITNESS: Sure.
14 THE COURT: – huh-uh, on a tape when the transcript's
15 being done, it's very impossible to distinguish those.
16 EXAMINATION RESUMED BY MR. HUNT:
17 Q. And that, too, it has a list of costs and attorney's
18 fees and bills that were done with respect to the project down
19 in Columbia, does it not, sir?
20 A. This is the first time I've seen this letter.
21 Q. Okay. All right, sir. Do you have any reason to doubt
22 its veracity?
23 A. No, I do not.
24 Q. All right, sir.
25 MR. HUNT: Now, we're going to offer it in as

136

1 Defendants' Number 2 – 2 or 3?
2 THE COURT: Well, you all represent different clients,
3 so it would need to have a different exhibit designation.
4 MR. HUNT: The Estate then.
5 MR. PRICE: Your Honor, I'd like some clarification as
6 to what's being offered. I'm not sure there's been a foundation
7 laid for –
8 MR. HUNT: The whole packet.
9 MR. PRICE: The whole packet?
10 MR. HUNT: Yes, sir.
11 MR. PRICE: I have to object due to lack of foundation
12 at this point.
13 MR. HUNT: Your Honor, there was a – there's been much
14 made of the fact of Mr. Al Bell, and this is a letter directly
15 from Mr. Bell to Mr. Greene of August 30th, 2005, wherein it
16 reflects agreements that were made – an agreement that was made
17 with respect to The Spur condominium down in Columbia.
18 THE COURT: All right. But if this witness testifies
19 he's never seen it before, how can it be introduced via a
20 witness who says, I don't have any familiarity with it?
21 MR. HUNT: Well, he, Your Honor, is the one who is in
22 in charge of the – he says he's the managing partner now of the
23 LLC, and this was a debt of the LLC.
24 THE COURT: Mr. Price?
25 MR. PRICE: Your Honor, I see nothing on this first

137

1 letter that indicates that it's a debt of the LLC. It's still
2 Lamar Greene personally. I suppose I would not object to the
3 letter from Leatherwood, Walker, Todd & Mann, which is made out
4 to Lamar Greene on behalf of Palmetto State Enterprises, and the
5 invoice from Leatherwood, which appears to be an invoice
6 directed to Palmetto State Enterprises. I think that the
7 foundation has not been laid yet but could be laid through this
8 witness for those items. I don't understand how any foundation
9 can be laid through Mike Brown for this letter from Al Bell to
10 Lamar Greene.
11 THE COURT: Mr. Hunt, unless you can lay some
12 additional foundation, I'm going to have to sustain the
13 objection.
14 MR. HUNT: Your Honor, then let me do something
15 further.
16 EXAMINATION RESUMED BY MR. HUNT:
17 Q. I direct – I hand you a document that is a –
18 THE COURT: Has Mr. Price seen the document?
19 MR. HUNT: I don't know that he has.
20 THE COURT: If you'll let counsel see it first.
21 EXAMINATION RESUMED BY MR. HUNT:
22 Q. If you would please, sir, the check on the – in the
23 right – upper right-hand side, what does it say? What does it
24 recite? It's dated August 30th, 2004, is it not?
25 A. Yes.

138

1 Q. And it's made payable to William Taylor?
2 A. Yes.
3 Q. For $40,000?
4 A. That's correct.
5 Q. For the Columbia property escrow, is it not, earnest
6 money?
7 A. It says -- I can read "Columbia property" and
8 "earnest." I can't read the word after that.
9 Q. All right. And that came from Mr. Greene, did it not?
10 A. It looks like a check at Palmetto Bank, which he is
11 the -- a customer.
12 Q. Yes, sir. Would that -- could that very well have been
13 the official -- the -- well, that was by its own -- by what it
14 says, it's the earnest money deposit for the property The Spur
15 was eventually put on.
16 MR. PRICE: Your Honor, I've reviewed the document. I
17 see nothing that says what that's earnest money for, and it is
18 again a check written by Lamar Greene personally.
19 THE COURT: If this witness has personal knowledge,
20 then he's qualified and capable of answering. If not, then he
21 can say, I don't know.
22 THE WITNESS: I have no knowledge of this check.
23 EXAMINATION RESUMED BY MR. HUNT:
24 Q. Do you know when the contract was done for the purpose
25 of the property at The Spur, sir?

139

1 A. I do not know.
2 Q. You're the manager. You know when Lamar Greene went to
3 North Carolina, and you know when he spent 50 cents for a
4 Coca-Cola at McDonald's, but you don't know when the contract
5 was signed for Columbia?
6 A. When I took over as manager of the LLC, there were no
7 records in the files that had -- that were then put in my
8 possession that showed when the contract or anything was done in
9 South Carolina.
10 Q. And you didn't make it your business to find out?
11 A. At that point in time, it was not a priority of mine.
12 Q. Yes.
13 MR. HUNT: Your Honor --
14 THE WITNESS: You can't go forward looking backwards.
15 MR. HUNT: Thank you for that word of wisdom, sir.
16 THE WITNESS: Yeah.
17 EXAMINATION RESUMED BY MR. HUNT:
18 Q. Here's a letter to -- from Leatherwood walker tod and
19 man.
20 MR. PRICE: May I?
21 MR. HUNT: You've got it.
22 MR. PRICE: Well, I don't know if I have it.
23 MR. HUNT: You've got it right there.
24 MR. PRICE: Mr. Hunt, are you telling me that the
25 letter you just handed the witness is the August 12th, 2005,

140

1 letter?
2 MR. HUNT: I am. I am.
3 MR. PRICE: Okay. Next time I would appreciate being
4 able to review it before presenting it to the witness.
5 MR. HUNT: Okay. I handed it to you to review as --
6 THE COURT: Let's move on, gentlemen. Thank you.
7 EXAMINATION RESUMED BY MR. HUNT:
8 Q. That's to Mr. Greene and the LLC, is it not, sir?
9 A. That's correct.
10 Q. All right, sir.
11 MR. HUNT: Your Honor, we would offer it into evidence
12 as the Estate's Number 1, I would think.
13 THE COURT: All right.
14 (Thereupon, Estate's Exhibit Number 1 was admitted into
15 Evidence.)
16 EXAMINATION RESUMED BY MR. HUNT:
17 Q. Now, I think I heard you testify earlier that on
18 Mondays of every -- of every week Mr. Greene used his time to go
19 to Charlotte, did you not?
20 A. Gastonia.
21 Q. Or Gastonia, same difference. And that's why you
22 objected to his charges that were made on those Mondays, is that
23 not right, sir?
24 A. That's correct.
25 Q. All right, sir. I want you to look on March -- let's

141

1 see. Looking at my copy, look at the entry on March 14th, 2005
2 A. Mm-hmm.
3 THE COURT: I'm sorry. Which document are you
4 referring to?
5 MR. HUNT: That's the letter document, Your Honor.
6 It's on the listing of the bills from Leatherwood.
7 THE COURT: All right. Thank you.
8 EXAMINATION RESUMED BY MR. HUNT:
9 Q. Do you see that date there, sir?
10 A. Yeah, March.
11 Q. Okay. Would it surprise you to know that March 14th,
12 2005, is on a Monday?
13 A. No.
14 Q. Okay, sir. In that particular document, I'd like for
15 you to read on March 14th, 2005, down there on the bottom,
16 middle way down.
17 A. "Conference with Al Bell, Lamar Greene, and
18 William Swent to review loan closing checklist, revised
19 consulting agreement."
20 Q. Also 3/14, "Meet -- "
21 A. "Meet with Lamar Greene and Al Bell to review checklist
22 for condominium project."
23 Q. So, sir, quite frankly, your assertions a while ago
24 that everything that Mr. Greene -- that Mr. Greene did
25 everything on Monday were not quite correct, were they?

142

1 A. Rephrase -- what's the question again?
2 Q. If Lamar Greene was meeting with his attorneys in
3 Greenville on The Spur in Columbia, he obviously wasn't doing
4 work in Gastonia that day, was he?
5 A. On that day, yes.
6 Q. Yes, sir. How about -- I'll direct your attention to
7 the -- on 4/18 of '05, conference with Lamar Greene, was it not,
8 sir?
9 A. Yes.
10 Q. Okay. He obviously wasn't doing work in Charlotte that
11 day or Gastonia that day, was he, sir?
12 A. That's correct.
13 Q. Yes, sir. This document talks about meetings, and if
14 you will review it -- if you take a little time to review it,
15 Al Bell is all in here, is it not, sir --
16 A. Yes.
17 Q. -- is he not, sir?
18 A. Mm-hmm.
19 Q. With that information, knowing that Al Bell was a part
20 of all those things, does that change your -- does that change
21 your mind about your saying that Mr. Greene took money from the
22 LLC to his own use when it was -- when it was obviously paid to
23 Al Bell?
24 A. It was -- it's still my -- I still believe that it was
25 an unauthorized expenditure because the other LLC members told

143

1 him not to do it, and, on top of that, in discussions with
2 Mr. Bell, the amount of work that was performed by him was
3 nowhere near what he was paid. And in talking to different
4 people, they believed that Mr. Greene did this because Mr. Bell
5 was not included as a member of the LLC and it was a way to
6 put -- to make things up with Mr. Bell.
7 Q. Yes, sir. But, again, neither you nor your attorneys
8 pursued Mr. Bell, did they? They did not -- we spoke about that
9 earlier.
10 A. Yes, mm-hmm.
11 Q. You did not.
12 All these laborers that you're so -- that you say they
13 all went to Clemson -- the Clemson Towers or whatever it was
14 that we talked about earlier, did you and/or your attorneys
15 pursue these various individuals for receiving funds from this
16 LLC?
17 A. No, we did not.
18 Q. Okay, sir. And why?
19 A. Pardon me?
20 Q. Why?
21 A. At that point in time, it was -- I was going -- moving
22 forward to keep the LLC going.
23 Q. Yes, sir.
24 A. The -- I wasn't the one who made these charges and did
25 not document it, and it was Mr. Greene's responsibility.

144

1 Q. Yes, sir. But when you found out in 2007 -- you've
2 now -- we're going on you've had six years --
3 A. Mm-hmm.
4 Q. -- to have pursued --
5 THE COURT: Sir, if you'll please answer yes or no.
6 THE WITNESS: Yes.
7 THE COURT: Thank you.
8 EXAMINATION RESUMED BY MR. HUNT:
9 Q. You have not done so?
10 A. That's correct.
11 Q. You did not do so with Mr. Bell, did you?
12 A. No, I did not.
13 Q. You did not. What -- there's a charge on these costs
14 that you -- that was presented, Number 89 -- Item Number 89.
15 THE COURT: Which exhibit number, please, sir?
16 MR. HUNT: This is back onto Number 4 -- excuse me,
17 Your Honor, Number 1.
18 EXAMINATION RESUMED BY MR. HUNT:
19 Q. B & E Engineering testing in Blacksburg.
20 A. Yes.
21 Q. Why is that not part of an authorized expenditure, sir?
22 A. If I remember correctly, B & E was not a -- in my
23 research, B & E was not a company that did any work up there in
24 Blacksburg.
25 Q. Okay. Did they do any work in either Columbia or

145

1 Tuscaloosa?
2 A. Not to my knowledge.
3 Q. All right, sir. That two -- that Item Number 116,
4 Lamar Greene repaid for $3,000, in Exhibit Number 1, did -- do
5 you have any evidence that -- why that was not a valid repayment
6 of something Mr. Greene had lent to the corporation?
7 A. In going back and reviewing all of the deposits into
8 the account, there was never a deposit into the account for that
9 amount with a note that it was a loan.
10 Q. Did you ever -- did -- was Mr. Greene repaid back for
11 the money he paid down to bind the property in Columbia?
12 A. I'm not sure.
13 Q. Okay. So that could be part of that, could it not be,
14 sir?
15 A. You'd have to go through a lot of bank records to
16 figure it out.
17 Q. Yes, sir. Item Number 82 -- 83, Exhibit Number 1,
18 Furniture Showcase.
19 A. Yes.
20 Q. How is it that you say that is not part of the
21 authorized expenditures?
22 A. Repeat the question.
23 Q. You said -- you've got on your list $15,000 was not
24 part of the authorized expenditures.
25 A. Yes.

146

1 Q. How did you come up with that?
2 A. At an appropriate time this evidence was turned over to
3 the state law enforcement division, and they did their own
4 investigation, which ended up in Mr. Greene being arrested, and
5 in their -- in their case background and investigation they went
6 to Furniture Showcase and asked them about the -- these
7 transactions.
8 MR. TALLEY: Your Honor, that's hearsay testimony.
9 THE COURT: I hear what you're saying, but it is
10 responsive to the question. The question was why did you show
11 that as not an appropriate expense, and I think he's entitled to
12 give an answer. The door is open.
13 MR. TALLEY: Okay. All right. I mean, I've got a
14 little bit of issue here with his characterization of the events
15 as far as the law enforcement was concerned. So I just note
16 that for the record.
17 THE COURT: You're protected on the record.
18 MR. TALLEY: Thank you.
19 THE WITNESS: And so they did confirm in their
20 investigation with the people at Furniture Showcase that this --
21 MR. HUNT: Your Honor, we now have hearsay on hearsay.
22 THE COURT: I understand. He's answering your
23 question.
24 THE WITNESS: And I -- so that's how I came to stand by
25 that the Furniture Showcase was an unallowable expense for

147

1 furniture bought from that company in Easley and placed in
2 Unit 101 at the Clemson Towers.
3 EXAMINATION RESUMED BY MR. HUNT:
4 Q. Did you bring an action on behalf of -- against
5 Furniture Showcase?
6 A. No, I did not.
7 Q. Did you bring an action against Clemson Towers?
8 A. Clemson Towers is a condominium development.
9 Q. I understand. Or the entity that owned Clemson Towers
10 to recover that property?
11 A. It went into Unit 101, which was owned by Lamar Greene.
12 Lamar Greene received -- personally received that furniture.
13 Q. Did you -- did you claim and deliver that furniture?
14 A. Pardon me?
15 Q. Did you claim and deliver that furniture and sell it to
16 handle that debt?
17 A. No, I did not.
18 Q. Okay.
19 A. The furniture for 101 was sold by Lamar and
20 Julee Greene and included in the sale of their condo -- of that
21 condo. They received the proceeds from the sale of that condo
22 with the furniture in it.
23 Q. Is that your -- is that the same position you take as
24 to Item Number 125 of Exhibit 1?
25 A. 125 of Exhibit 1, that furniture went into Unit 601 at

148

1 The Spur in Columbia, which was owned jointly by Lamar Greene
2 and Ed Strom.
3 Q. Did you attempt to get it back from Ed Strom?
4 A. No.
5 Q. Okay. So that's at least $5,323 there Mr. Strom owes
6 the entity back, is that not so? Half of that.
7 A. I can't answer that.
8 Q. You can divide can't you, sir?
9 A. I can divide, yes, sir.
10 Q. Divide two into it, you get that number.
11 On your submission to the Court, Number 5, sir, down in
12 there --
13 A. Mm-hmm.
14 Q. -- I did hear you correctly to say that on
15 Item Number 3 -- that you said that was a double transaction,
16 did you not?
17 A. What do you mean by Number 3?
18 Q. Number 3 on -- well, actually, C -- I'm sorry -- down
19 your list.
20 A. Yeah.
21 Q. That -- you say that's already been included, has it
22 not been, sir?
23 A. Yes.
24 Q. Okay.
25 THE COURT: Is that the $7,500 bonus?

149

1 THE WITNESS: Yes, sir.
2 MR. HUNT: Your Honor, I think I'm done.
3 THE COURT: Mr. Price?
4 MR. PRICE: Yes, sir. I have a little bit on redirect.
5 I will attempt to be as brief as possible.
6 REEXAMINATION BY MR. PRICE:
7 Q. Mr. Brown, we'll attack this piece by piece. Are you
8 aware from personal knowledge which NCAA football program holds
9 the most victories of any and all time?
10 A. I believe it's Michigan.
11 Q. Okay. And when Mr. Rodriguez left West Virginia
12 University for Michigan university, was he offered more money
13 than he was making at West Virginia?
14 A. Quite a bit more.
15 Q. Okay. So to the extent Mr. Rodriguez ended up paying a
16 buyback, was that a business decision he made, or was that
17 something you had to save face with him about?
18 A. No, actually --
19 THE WITNESS: If I may expound, Your Honor?
20 THE COURT: Yes, sir.
21 MR. TALLEY: Your Honor, I'd just note for the record
22 that he objected when I tried to ask these questions earlier.
23 THE COURT: I think I allowed you to go ahead over his
24 objection.
25 MR. TALLEY: I thought you told me we were getting a

150

1 little too far out of line here.
2 THE COURT: So I'll tell you the same thing. Keep it
3 short.
4 MR. TALLEY: Yes, sir.
5 THE COURT: I'm talking to Mr. Price and not you.
6 We're not here for ESPN SportsNation. We're here to try this
7 case, so --
8 MR. PRICE: Understood, sir.
9 THE WITNESS: When the contract that was in effect at
10 West Virginia when Coach Rodriguez left there had a $4,000,000
11 buyout, I recommended to Coach Rodriguez that he not sign the
12 contract because of the $4,000,000 buyout, witnessed by very
13 many people in the room, and he went ahead and signed it. In
14 negotiating with the University of Michigan on that $4,000,000
15 buyout, I negotiated that Michigan had to pay $2.5 million of
16 the buyout. At that time, once it became public knowledge, I
17 was very highly, what you could say, congratulated by my peers
18 in the community for negotiating such a high buyout that another
19 university would pay.
20 REEXAMINATION RESUMED BY MR. PRICE:
21 Q. And, in fact, Mr. Rodriguez kept you on retainer as an
22 agent for how many years after that?
23 A. Three years.
24 Q. Okay. Addressing some of the items that were presented
25 to you, and if we could start with Defendants' Exhibit 1.

151

1 THE COURT: I've got --
2 MR. PRICE: You have Defendants' Exhibit 1?
3 THE COURT: -- I've got it here.
4 MR. PRICE: Thank you, Judge.
5 REEXAMINATION RESUMED BY MR. PRICE:
6 Q. Defendants' Exhibit 1 was a check that was presented to
7 you by Mr. Talley of approximately $3,000; correct?
8 A. That's correct.
9 Q. Did I understand your testimony to be that that may
10 have gone to your personal mortgage on a unit at The Spur?
11 A. My wife's personal mortgage, yes.
12 Q. And did I understand that there was an agreement that
13 at least part of your compensation for working for the LLC at
14 the time would be applied to that mortgage?
15 A. That's correct.
16 Q. And remind the Court how -- what you were being paid at
17 that time for the work you were doing with the LLC.
18 A. $500 per day.
19 Q. Okay. And how many days approximately a week were you
20 working?
21 A. At that point in time, probably eight days to ten days
22 a month.
23 Q. Okay. And how many -- how many days would you have to
24 work to justify a $3,000 mortgage payment under that
25 compensation agreement?

152

1 A. Six days.
2 Q. Okay. Moving on, if you could look at Plaintiff's
3 Exhibit 1, which I think you have in front of you.
4 A. Mm-hmm.
5 Q. Let's start with Item Number 40.
6 A. Mm-hmm.
7 Q. Remind us what that flight was for.
8 A. It was to go to a bowl game in Orlando, Florida, that
9 Clemson played in.
10 Q. Okay. Do you know who was on that plane?
11 A. I do know Lamar Greene was on there, and I believe his
12 wife Julee was on there.
13 Q. Did Coach Ron West -- he was at Clemson at the time;
14 correct?
15 A. Yes.
16 Q. Did he fly with Lamar Greene to his own bowl game?
17 A. No.
18 Q. Okay. Where was Coach Rodriguez at the time?
19 A. I think he may have been getting ready to play his own
20 bowl game somewhere else.
21 Q. Was he flying with Lamar Greene to Clemson's bowl game?
22 A. No.
23 Q. Item 73 you were asked about. That was a check in the
24 amount of $3,600 to Rocky McIntosh?
25 A. Yes.

153

1 Q. Where did Lamar Greene have his personal residence?
2 A. In Gaffney, South Carolina.
3 Q. Where was Rocky McIntosh from?
4 A. He went to junior high and high school in Gaffney,
5 South Carolina.
6 Q. Okay. Do you, from personal knowledge, know anything
7 about Lamar Greene's relationship with Rocky McIntosh?
8 A. Lamar and -- took care of Rocky and helped him out a
9 lot when he was in junior high and high school, employed Rocky
10 when he was in high school, and has maintained a relationship
11 providing support -- had maintained a relationship with Rocky as
12 a friend and providing financial support when needed.
13 Q. So did Rocky McIntosh have any employment or role at
14 Palmetto State?
15 A. No. Well, he eventually later became an investor in
16 Palmetto State.
17 Q. I'm looking -- at that time, was he an investor?
18 A. No.
19 Q. I'm looking at Item Number 96, which was a check to
20 Tommy Biershank for $2,500. Do you know who Tommy Biershank is?
21 A. Tommy was an employee -- was, in my research, an
22 employee of J & P Security.
23 Q. Okay. An employee?
24 A. Yes.
25 Q. All right. One item that I picked up on while

154

1 Mr. Talley was questioning you is Item 108. Can you tell from
2 looking at that what that is?
3 A. Yes. Li Thorghian, parts loan, $8,146.
4 Q. And if we actually look at that check on Page 59 –
5 THE COURT: Just for the record, you spell it,
6 T-h-o-r-g-h-i-a-n.
7 MR. PRICE: Yes, sir.
8 REEXAMINATION RESUMED BY MR. PRICE:
9 Q. Can you see that check on Page 59?
10 A. Item Number 108?
11 Q. Yes, sir.
12 A. Yes.
13 Q. What's it say in the memo line?
14 A. "Parts."
15 Q. This is a three-part question, okay. First of all,
16 what need – first of all, where does it appear – let me figure
17 how I want to ask this. Of the checks you've reviewed that were
18 made to J & P Enterprises and in the testimony of Julee Greene
19 that you witnessed, what was your understanding as to what a
20 large number of those checks were written for?
21 A. Out of this account to J & P Enterprises?
22 Q. Yes, sir.
23 A. To pay accounts payable – accounts payable that
24 J & P Enterprises owed.
25 Q. And what was J & P Enterprises buying?

155

1 A. They were buying textile parts.
2 Q. From where?
3 A. China – well, various places they manufactured them,
4 and they bought them from China.
5 Q. Okay. Are you able to deduce by looking at that check
6 and the payee written on that check and the memo written on that
7 check what it appears to have been written for?
8 A. Textile parts imported from China.
9 Q. Okay. And –
10 A. Or it may have been other parts, because I did have
11 knowledge they were expanding outside the textile area buying
12 merchandise from China.
13 Q. Okay. Was Palmetto State at any point buying parts
14 from China?
15 A. No.
16 Q. Okay. So would you agree then that probably that check
17 would have been more appropriately highlighted in green?
18 A. Correct.
19 Q. Okay. And we also, I believe, agreed during your
20 direct exam that the $16,000 wire for J & P Enterprises'
21 bankruptcy was more appropriately highlighted in green?
22 A. Correct.
23 Q. So if we go back and if you look – and perhaps we
24 never tallied the subtotal. But if you were to add the amounts
25 that were paid to J & P Enterprises, would you include that

156

1 Item 108 that's not highlighted in green?
2 A. Yes.
3 Q. Would you include the wire to the law firm in
4 Charlotte?
5 A. Yes.
6 Q. Okay. One question you were asked about that actually
7 came from Plaintiff's Exhibit 6 – is that the exhibit for
8 salary? It may be 5. It's Plaintiff's Exhibit 5.
9 A. Yeah.
10 Q. You were asked about Item Numbers J and K. And I
11 believe the testimony was that Lamar Greene was owed $10,000 a
12 month for salary and that J and K were written in December and
13 they total $8,000 and Lamar was actually owed $2,000. Do you
14 remember that line of questioning?
15 A. Yes.
16 Q. Okay. Do me a favor and look at Item L, and you can
17 even look at the check there on Page 11, and tell me what that
18 check states.
19 A. Item L –
20 Q. Yes, sir.
21 A. – is January 2nd, 2006.
22 Q. Okay. And what's written in the memo?
23 A. "December salary."
24 Q. Okay. And that's a check to Lamar Greene for how much?
25 A. $7,000.

157

1 Q. Okay. So if you added Item K and you added Item L, how
2 much was Lamar Greene paid in salary for the month of
3 December 2006?
4 A. J, K and L?
5 Q. Yes – well, yes, sir, one of them appears to have been
6 to repay a loan.
7 A. Adding K and L, it adds up to 12,000.
8 Q. Okay. So if we also look at Item L, there's no
9 question that Lamar was paid his 10,000 in December. The
10 question is whether he was paid more; correct?
11 A. Yes.
12 Q. There was a lot of talk about where's your
13 documentation for some of these charges.
14 A. Yes.
15 Q. And I guess what I would like you to do is explain to
16 the Court why a charge would have been listed if there was no
17 documentation. Why did you choose to list a charge because you
18 had no documentation of it?
19 A. I just basically – the main reason was I used the same
20 theory that the IRS would, that if there's – and any accountant
21 would preparing for an IRS audit – that if there's no
22 documentation to back it up or a paper trail, then it's an
23 unallowable expense.
24 Q. Before you made that decision to treat undocumented
25 charges as an unallowable expense, how many clearly unallowable

158

1 expenses had you identified?
2 A. Many.
3 Q. Okay. How many instances where Mr. Greene appears to
4 have deliberately documented an expense as being something other
5 than it was had you identified?
6 A. Many.
7 Q. Okay. Are you able to articulate for the Court at what
8 point you quit giving Mr. Greene the benefit of the doubt on
9 these undocumented expenses?
10 A. Repeat the question.
11 Q. Are you -- and you may not be able to.
12 A. Yeah.
13 Q. Are you able to articulate to the Court at what point
14 you quit giving Mr. Greene the benefit of the doubt on these
15 undocumented expenses?
16 A. It was very -- I mean, I -- I spent a lot of time
17 reviewing it, and I tried to make sure that there was legitimate
18 theory or reason behind making them unallowable. I just did not
19 throw my hands up at one time and say unallowable. There were
20 still many charges that are not on here that probably could be,
21 but I was trying to keep a fair assessment in that if it
22 couldn't be proven not to put it on there.
23 Q. In your own business enterprises, do you save your
24 invoices?
25 A. I save both my hard copy and on my computer.

159

1 Q. Do you save your receipts?
2 A. I save my receipts.
3 Q. Do you save them in a manner so that you can document
4 your own expenditures if called upon to do so?
5 A. At any point in time be able to walk into my accountant
6 and lay it all out for him.
7 Q. Do you have partners in any of your business ventures?
8 A. Just one.
9 Q. Have you had other partners in the past?
10 A. No.
11 Q. With your one partner do you document your expenses so
12 that you can justify them if called upon?
13 A. Yes.
14 Q. Were you able to identify any documentation kept by
15 Mr. Greene for these expenses?
16 A. I was not able to identify any documentation for these
17 expenses. The original attorney for the LLC tried numerous
18 times to have records turned over by Mr. Greene to the
19 accountant that was working with us originally, and those
20 records were never turned over.
21 Q. Okay. Mr. Hunt asked you why the LLC would have made a
22 decision to close on a construction loan after these
23 irregularities had been identified. Do you remember that
24 question?
25 A. I do.

160

1 Q. What I didn't fully understand is -- at that point, had
2 there already been a loan taken out by the LLC to purchase the
3 land in Blacksburg?
4 A. There had been. It had closed at the end of June 2007.
5 Q. Okay. Was that loan nearing maturity?
6 A. It was.
7 Q. Okay. And with that in mind, what was the rationale in
8 terms of closing on this construction loan and taking a draw to
9 pay off the other loan?
10 A. The rationale?
11 Q. Yes, sir. Why was that done?
12 A. In the LLC attorney, Chris Olson, talking with the bank
13 officer, it was agreed upon, especially from the bank's point of
14 view, that that loan needed to be closed out and paid off and
15 that the only draw that would be allowed on a construction
16 loan -- new construction loan was to pay the land off and no
17 other draws could be made at that time, and that was put in
18 writing by the bank's representative, Fred Gibbs, in a letter, I
19 believe, that Mr. Chris Olson received and Mike Wilcox, who was
20 Coach Rodriguez's financial advisor.
21 Q. So the bank knew about it?
22 A. Yes.
23 Q. The bank didn't object?
24 A. That's correct.
25 Q. Did it buy time?

161

1 A. It did buy time.
2 Q. Was time valuable at that point?
3 A. At that point in time, yes.
4 Q. Okay. There were questions raised by Mr. Hunt about
5 whether in, for instance, February of 2005 there could have been
6 laborers doing something on The Spur property. You remember
7 that line of questioning?
8 A. That's correct.
9 Q. One thing I noticed during that was Item 15 -- or
10 Number 15 on Plaintiff's Exhibit 1, and when I turn to that
11 check on Page 5 --
12 A. Yes.
13 Q. -- what's written in the memo line?
14 A. Check Number 15?
15 Q. Yes, sir.
16 A. It's number symbol 202.
17 Q. Okay. At that point was there a Unit 202 at The Spur?
18 A. No, there was not.
19 Q. Okay. So would it be possible to have been buying
20 supplies at Lowe's for Unit 202 at The Spur?
21 A. That's correct.
22 Q. What's correct?
23 A. No, no, say it again.
24 Q. Would it have been possible to have been legitimately
25 buying supplies at Lowe's for Unit 202 at The Spur?

162

A. No.
Q. Okay. If you look at Item 21, please, sir, on Plaintiff's Exhibit 1, and if we look at the actual check to Lew Jordan -- it's on Page 7 -- what's written in the memo line there?
A. "Closings."
Q. Okay. What closings in connection with The Spur or the condo in Tuscaloosa or anything that could have been taking place at the time that Lew Jordan would be under commission of?
A. None.
Q. Okay. Let's talk about Al Bell for a minute, and in doing so I would like you to please reference Estate's Exhibit Number 1. That was an invoice from Leatherwood, Walker, Todd & Mann, which appears to indicate that Al Bell had some involvement in a loan negotiation. Do you agree?
A. Well, let me read the letter first.
Q. And I'm -- actually would suggest instead that you look at the invoice attached to that letter.
A. Mm-hmm.
Q. Mr. Brown, during your direct exam you indicated that Mr. Bell -- or it may have been on cross exam -- you indicated that Mr. Bell sat on a board of a bank. Do you remember that testimony?
A. I do remember that testimony.
Q. Do you remember which bank it was he sat on the board

163

of?
A. I believe it was NBSC.
Q. Okay. And if we look at the letter that's been entered as Estate's Exhibit 1 -- if you look at the third paragraph, it states, "It is unfortunate that we were not able to assist you with closing the loan due to your election to obtain the loan from Regions Bank rather than NBSC." Do you see that?
A. Yes.
Q. And I guess my question for you is, what role did Al Bell have providing any legitimate services -- even assuming that the services he was providing in connection with this contemplated NBSC loan were legitimate, okay, after the decision was made to take the loan from Regions Bank, what legitimate role did Al Bell have in providing any services to Palmetto State?
A. None.
Q. Okay. Do me a favor, sir, and look at the last lawyer charge, and I believe that's going to be on the page Bates stamped 967 on that invoice.
A. Dated 6/7/05.
Q. Okay. And the date of that letter from Leatherwood indicating that they couldn't close the loan because we took a loan from Regions instead of NBSC, what's the date of that letter?
A. August 12th, 2005.

164

Q. Okay. Please, sir, if you don't mind, look at Plaintiff's Exhibit 1 and specifically Item 34.
A. Oh, 34. Yep.
Q. Okay. Who is that from?
A. It's a check made out to Al Bell for repay -- it's noted repayment.
Q. Okay. And then the next check to Al Bell, I believe, is Item 49, and that's for what?
A. Consulting agreement.
Q. Okay. My question to you, sir, is, were there any charges or any checks written to Al Bell for consulting prior to either that Item 34 or 49, depending on how you interpret the checks that say loan repayment?
A. No.
Q. Okay. But the second part of that question is, what legitimate service was Al Bell providing to Palmetto State after the election was made to go with Regions instead of NBSC in the summer of 2005?
A. None.
Q. Okay. But Al Bell continued receiving approximately $5,000 a month from Palmetto State for how long?
A. All the way up through July 31st of 2007.
Q. And that's Item 161 on Plaintiff's Exhibit 1?
A. Yes.
Q. Okay. Another question -- other questions that you

165

were asked involving this invoice and -- like, for instance, was this purported meeting and conference on March 14th, 2005, with Lamar Greene, Al Bell and attorney.
A. That's correct.
Q. And I believe the substance of that testimony was that March 14th is a Monday?
A. That's correct.
Q. Okay. I went through the plaintiff's exhibits. I would ask you just to briefly do it. Tell me, other than one check noted on Plaintiff's Exhibit 3, what charges are you seeking from March 14th, 2005?
A. Hold on a second. There's one check from one account for Star Granite for granite tabletops for The Spur -- I mean, for the Clemson Towers. March -- what was that date again?
Q. March 14th, 2005.
A. I don't see any other items we're claiming.
Q. Okay. And Star Granite, that was for -- that's for granite?
A. Granite, yeah.
Q. Okay. Was there any reason why we'd be purchasing granite for The Spur or for the Tuscaloosa project in March of '05?
A. No.
Q. Ground wasn't even broken yet, was it?
A. That's correct.

166

Q. Okay. There was also this question about April 18th, 2005.
A. Yes.
Q. My first question to you is whether you can tell by reading the notation on April 18th, 2005, whether that refers to an in-person conference or a telephone conference?
A. Off of what exhibit?
Q. Off of Estate Exhibit 1, which is that invoice from Leatherwood, Walker, Todd & Mann.
A. Say it again.
Q. Can you tell from looking at that itemization from April 18th, which says that it was a conference with Lamar Greene, Al Bell, and William Swent, whether that was an in-person conference or a telephone conference?
A. You cannot tell.
Q. Okay. Have you heard of the term "telephone conference"?
A. Yes.
Q. Okay. Would a telephone conference involve travel expenses?
A. No.
Q. Could a telephone conference be taken – could Lamar Greene participate in a telephone conference from his office in Gastonia?
A. Yes.

167

Q. Are you seeking, to your knowledge, any charges for April 18th, 2005?
A. No.
Q. Okay. Mr. Hunt asked you a lot of questions about why didn't you pursue payment from these laborers listed in February of 2005. Are you aware of what cause of action the LLC might have against those laborers?
A. No, I'm not.
Q. Okay. What about Furniture Showcase? Are you aware of what cause of action the LLC could bring against Furniture Showcase when they gave furniture for money?
A. No.
Q. Okay. You witnessed Lamar Greene and Julee Greene testify at their depositions, did you not?
A. I did.
Q. Okay. Do you recall what either of them said in their depositions about the Furniture Showcase charges?
A. I remember what Lamar said in his deposition.
Q. What did he say?
A. Personal.
Q. Personal. That was his answer, personal?
A. That's it.
Q. Okay. And he actually testified to a good many of these charges in his deposition, did he not?
A. Used the word "personal."

168

Q. And you personally heard him say that?
A. I did.
Q. And there was some question about repayments to Ron West, and what I want to ask you is – we know a little bit, and, frankly, I don't want to go into too much detail, but there were personal guarantys on this loan in Blacksburg that didn't really work out, were there not?
A. There were personal guarantys on that loan, yes.
Q. Okay. And those personal guarantys were made by who?
A. The members of the LLC, Rich Rodriguez, Jeff Greene, Lamar Greene, and Floyd Elliott.
Q. What about Ron West?
A. And Ron West, yes.
Q. Okay. Those guarantys were worked out somehow?
A. They were.
Q. Did you have a role in working those guarantys out?
A. Yes, I did.
Q. Okay. Did everybody get off scot-free, or did people come out of pocket?
A. Coach Rodriguez on the Blacksburg loan was the only one who had to come out of pocket.
Q. Okay.
MR. TALLEY: Your Honor, I object. Again, just not true. I could ask Your Honor to take judicial notice of proceedings in United States District Court, so it's just –

169

it's just not true.
THE COURT: What's the relevancy?
MR. PRICE: Well, what I'm getting at is, to the extent there were payments made to Ron West, I believe Ron West paid those back to the LLC in the process of resolving that loan. But I can withdraw my line of questioning.
THE COURT: All right. Thank you.
REEXAMINATION RESUMED BY MR. PRICE:
Q. I'm going to ask you a little bit more about Julee Greene, and I'm going to ask you to reference Plaintiff's Exhibit 10. Mr. Talley, I believe, asked you if you could identify which of those checks were signed specifically by Ms. Greene.
A. Hold on a second.
Q. And you identified the last check on there, which is shown on Page 21, to J & P Security; correct?
A. That's correct.
Q. And if we could turn there, am I correct that your testimony is that Julee Greene signed Lamar Greene's signature on the endorsement of that check?
A. Yes.
Q. Okay. And did you hear her testify to that effect?
A. Yes, I did.
Q. Okay. If you don't mind, do me a favor and turn on Page 13, which is one of the Morgan & Bartos checks. And I

170

1 regret that it's a bad copy. But if you turn to Page 14,
2 rather, that's the back of that check, which was one of the
3 Morgan & Bartos checks for change orders for $17,500 to
4 Gaston Engineering, are you able to identify who endorsed
5 Lamar Greene's name to that check?
6 A. Julee Greene.
7 Q. Okay. Did you hear her testify to that effect?
8 A. I did.
9 Q. Okay. And then if you don't mind, turn to Page 3, and
10 I would submit that that agrees – it appears to be Lamar's
11 signature endorsing it, but are you aware who filled that check
12 out?
13 A. Julee Greene did.
14 Q. Okay. And that was made out to who?
15 A. Julee Greene.
16 Q. Okay. And it says on the bottom, "Marble Works,
17 Incorporated," in the memo line.
18 A. Yes.
19 Q. Do you know what legitimate business Marble Works had
20 with Palmetto State?
21 A. No.
22 Q. Do you know anything about that transaction?
23 MR. TALLEY: Your Honor, I'm going to object. He's on
24 redirect. I think we've been quite liberal in letting him get
25 outside the scope of that, but –

171

1 THE COURT: How is this relative to anything that was
2 brought out on cross?
3 MR. PRICE: Well, he was cross-examined, and I believe
4 the question was asked what checks other than the J & P Security
5 check did Julee Greene sign and – Lamar's name to, and the
6 testimony at that time was it was that J & P Security – but the
7 last check I just showed, I think, rounded that out.
8 THE COURT: Let's move ahead with it.
9 MR. PRICE: Okay. I will withdraw my question about
10 Marble Works and save that for Ms. Greene.
11 Your Honor, I'll sit down.
12 THE COURT: All right. Any other questions?
13 MR. TALLEY: Yes, very briefly.
14 REEXAMINATION BY MR. TALLEY:
15 Q. Mr. Brown, how much have you been paid by
16 Palmetto State since you began working with it in 2005?
17 A. How much have I been paid?
18 Q. Yes, sir.
19 A. I can't exactly answer. It's – but I have reported
20 all my income to – on my taxes and accountant and that.
21 Q. You testified earlier that you were working on average
22 about eight days a month; is that accurate?
23 A. At some point in time, it did grow to about that.
24 Q. Okay. It's in Exhibit 1 in the bank records, but would
25 you dispute the fact that on August 28th of 2007 were you

172

1 written a check for $13,565?
2 A. Yes.
3 Q. You would dispute that?
4 A. No, I won't dispute that.
5 Q. Okay. That's Check 1684, and that very same day a
6 check was written to the mortgage company for $2,997.46.
7 A. Yes.
8 Q. You agree with both of those?
9 A. I do.
10 Q. And that was when you had already discovered that there
11 was problems at the end of August of 2007. Yet, in one month
12 you got close to $17,000 paid for your personal benefit?
13 A. Say that again now.
14 Q. Those checks are both dated August 28th of 2007.
15 They're in the records in Exhibit 1.
16 A. Yes. The question again?
17 Q. The question was – you testified earlier you
18 discovered in August of 2007 what you've alleged to be these
19 discrepancies.
20 A. I started to discover the discrepancies and started to
21 ask questions.
22 Q. But that same month, on August 28th, you got checks
23 written for you or your wife's benefit totaling almost $16,500?
24 A. That's correct.
25 Q. You were really concerned then, weren't you?

173

1 A. I had been performing work, and, as part of my work, I
2 had discovered discrepancies and was starting the process to ask
3 questions at that time.
4 MR. TALLEY: Thank you. Nothing further.
5 THE COURT: Mr. Hunt?
6 REEXAMINATION BY MR. HUNT:
7 Q. Is there an entity –
8 MR. HUNT: And, Your Honor, this goes back to Clemson,
9 some of this.
10 REEXAMINATION RESUMED BY MR. HUNT:
11 Q. The Clemson Towers entity – the entity that built
12 Clemson Towers, is it still in existence?
13 A. The entity?
14 Q. Yes.
15 A. I'm not sure of that.
16 Q. Are there still assets – and so you don't know if
17 there are assets or not?
18 A. With Clemson Towers?
19 Q. Yeah.
20 A. I'm pretty sure there's no assets because all of the
21 units were sold and many of them had been resold many times over
22 down there.
23 Q. Did you – when you took over the business, did you
24 take the opportunity to get after Clemson Towers or the entity
25 that owned it to try to recover any of those funds?

174

1 A. There wasn't an entity that owned Clemson Towers.
2 Clemson Towers was the name of the development. There was a
3 development group, which I believe Lamar was part of and
4 actually Jeff was part of, that built that, and so as -- they
5 were the developers.
6 Q. I understand. But did anybody -- did you hire anybody
7 to try to recover any of that money that you say was taken --
8 A. No.
9 Q. -- illegally? Okay. And Lamar Greene was the manager
10 of this LLC and for -- from January 4th, 2005, until he was
11 removed in 2007; is that not right?
12 A. He would have been the manager from whatever the
13 date --
14 Q. Right.
15 A. -- that the original operating agreement --
16 Q. Right.
17 A. -- was executed until he was removed sometime in
18 October of 2007.
19 Q. And all these -- many, many, many of these charges
20 you've got, these are laborers and some of these things -- and
21 some of them are accurate. Some of them, as you've testified
22 to, have been testified to by Mr. Greene as being personal, and
23 we understand that. But some of them, quite conceivably, could
24 have been very legitimate expenses of this LLC; is that not
25 right?

175

1 A. They could have been with the proper documentation.
2 Q. Yes, sir. But you want to -- you want the Estate of
3 Lamar Greene to be responsible for all of them now?
4 A. Yes.
5 Q. But you still haven't -- you still haven't pursued the
6 people who you could have pursued; is that not right, sir?
7 A. I did not pursue those people.
8 Q. Yes, sir, that's right. You failed to manage -- you
9 failed to manage your potentials, and you failed to manage your
10 assets in the LLC, did you not, sir?
11 A. I did not fail.
12 MR. HUNT: Okay, sir. Thank you.
13 THE COURT: All right. Thanks, sir. You can step
14 down.
15 THE WITNESS: You're welcome.
16 THE COURT: The depositions you want to go ahead and
17 put in the record now, and then we'll take a short break before
18 we move on to the testimony of the next witness?
19 MR. PRICE: I can, Your Honor. Your Honor, Plaintiff
20 has four depositions that it would move to enter into the
21 evidence.
22 THE COURT: All right. If you could specifically
23 identify them.
24 MR. PRICE: I can, Your Honor. The first deposition is
25 the telephonic deposition of Dwight Morgan, Jr., taken on

176

1 May 17th, 2012, and I believe that if that was not noticed as a
2 de bene esse deposition, it was understood to be such.
3 Mr. Morgan is a resident of the State of Georgia, and therefore
4 this deposition would be admissible under the Rules as an
5 out-of-state citizen.
6 THE COURT: Any objection from either counsel?
7 MR. TALLEY: Is he still a party to the case?
8 MR. PRICE: He's been -- he was originally a party to
9 the case. He's been dismissed as a party, so, no.
10 MR. TALLEY: No objection.
11 MR. HUNT: None, Your Honor.
12 THE COURT: All right. What exhibit -- what's the next
13 plaintiff's number?
14 MR. PRICE: 11.
15 THE COURT: 11. Okay.
16 (Thereupon, Plaintiff's Exhibit Number 11 was admitted
17 into Evidence.)
18 MR. PRICE: Your Honor, the second deposition I have is
19 a de bene esse deposition of Ronald Eugene West. It was taken
20 by video. I have the video I can enter in the record if
21 Your Honor wants us to. I also have the sealed transcript of
22 that deposition. That was taken on March 19th, 2012, in my old
23 offices in Easley. At the time the deposition was taken,
24 Mr. West was a citizen of the State of Arizona. He's now a --
25 he now is employed and resides in the State of North Carolina,

177

1 and that was noticed as a de bene esse deposition. So I would
2 move to admit that deposition as well.
3 THE COURT: Any objection, gentlemen?
4 MR. TALLEY: No.
5 MR. HUNT: None, Your Honor.
6 THE COURT: All right. Plaintiff's 12.
7 (Thereupon, Plaintiff's Exhibit Number 12 was admitted
8 into Evidence.)
9 MR. PRICE: Your Honor, the third deposition is the
10 deposition of Brenda Hance Pressley. She -- that deposition was
11 taken on June 29th, 2010. She was the accountant for
12 Lamar Greene and for J & P Enterprises. She is a resident of
13 the State of North Carolina. This deposition was taken in
14 Davidson, North Carolina. I would move to admit that into
15 evidence.
16 MR. TALLEY: No objection.
17 MR. HUNT: None, Your Honor.
18 THE COURT: All right. Plaintiff's 13.
19 (Thereupon, Plaintiff's Exhibit Number 13 was admitted
20 into Evidence.)
21 MR. PRICE: The final deposition I have is the
22 deposition of Lamar Greene. It's in two volumes. The first
23 part of his deposition was taken on May 8th, 2012. The second
24 part of his deposition was taken on November 14th, 2008 -- I'm
25 sorry. It was May 12th, 2008, and November 14th, 2008.

178

1 Lamar Greene, I think it's been testified to, has passed away
2 For that reason I believe his deposition would be admissible,
3 and we'd move to admit that.
4 THE COURT: All right. Could we mark the first one --
5 the earliest one take as Plaintiff's 14-A and the next one as
6 Plaintiff's 14-B?
7 MR. PRICE: Yes.
8 (Thereupon, Plaintiff's Exhibit Numbers 14-A and 14-B
9 were admitted into Evidence.)
10 MR. PRICE: Your Honor, there is a seal -- I don't -- a
11 seal jurat, and I don't necessarily know what that is,
12 Your Honor, but apparently that's the custom in Georgia. I
13 would just enter that as 11-B.
14 (Thereupon, Plaintiff's Exhibit Number 11-B was
15 admitted into Evidence.)
16 THE COURT: All right. Any other depositions at this
17 point?
18 MR. PRICE: No, Your Honor.
19 THE COURT: Okay. And you anticipate one other live
20 witness today?
21 MR. PRICE: Yes, Your Honor. I'm in a position to call
22 Mr. Greene today --
23 THE COURT: Okay.
24 MR. PRICE: -- if the Court desires.
25 THE COURT: All right. We'll take a 15-minute break,

179

1 and then we'll start with Mr. Greene. And my intention will be
2 for us to break not later than about 5:30 today for important
3 matters.
4 MR. PRICE: Thank you, sir.
5 (Brief recess.)
6 THE COURT: All right. You ready to call your next
7 witness?
8 MR. PRICE: Can't wait, Your Honor. Your Honor, at
9 this time Plaintiff would call Mr. Jeff Greene.
10 THE COURT: Would you place your left on the Bible and
11 raise your right hand, please, sir? Do you swear to tell the
12 truth, the whole truth, and nothing but the truth?
13 THE WITNESS: Yes, I do.
14 THE COURT: Thank you. If you could come round and
15 have a seat, please, sir. And if you'll state your full name.
16 THE WITNESS: Jeff Greene.
17 THE COURT: All right. Will you spell Greene for the
18 record?
19 THE WITNESS: G-r-e-e-n-e.
20 THE COURT: All right. Thank you.
21 All right. Your witness.
22 EXAMINATION BY MR. PRICE:
23 Q. Mr. Greene, you and I have met once, maybe twice, but
24 my name is David price. I represent Palmetto State Enterprise
25 If you don't mind, please tell the Court how you were related to

180

1 Lamar Greene?
2 A. I was his son.
3 Q. Okay. And what is your relation to Julee Greene?
4 A. She would, I guess, be my stepmother.
5 Q. Okay. And what was the nature of your association with
6 Palmetto State Enterprises?
7 A. I worked with Palmetto State in their developments of
8 the condominiums that we're talking about. Primarily, I would
9 work with the acquisition of land, zoning with the local
10 municipalities, and then I was there for weekly meetings working
11 with developers, marketing.
12 Q. Okay. Did you have an ownership interest in
13 Palmetto State?
14 A. I haven't -- yes, it appears that I have an ownership
15 in Palmetto State. I learned of that ownership only after my
16 father's death.
17 Q. So at the time some of this conduct or really all the
18 conduct alleged took place, your testimony is that you did not
19 know that you had an ownership interest in Palmetto State?
20 A. That is correct.
21 Q. Do you know at this time what your -- the percentage
22 interest is?
23 A. It appears at this time -- it appears at this time that
24 it was 16 and a half percent. I believe that's correct.
25 Q. Okay. And have you had that ownership since the

181

1 formation of Palmetto State?
2 A. I'm only aware that I was a member of Palmetto State
3 after my father's death, so where that goes back to I am not
4 sure.
5 Q. Okay. And I know I just asked you this, but honestly I
6 forgot your answer. I'm going to try not to be duplicable. But
7 did you have a role with Palmetto State before your father's
8 death?
9 A. Before his death?
10 Q. Yes, sir.
11 A. Yes. We were doing land acquisitions with the
12 different units -- different complexes.
13 Q. Okay. If you don't mind, if you could just sort of
14 specifically -- and try to give me some idea of time frame --
15 what your actual duties were or what you actually did for
16 Palmetto State?
17 A. The beginning, I guess, would go back to 2004, and my
18 years may be a little juggled. 2004, with that we worked with
19 the concept of The Spur in Columbia. We worked with acquiring
20 the land, getting the land aligned for zoning for the building
21 of The Spur. I would go to meetings with the architect for the
22 design of that. Also, with the Wilder Realty for the marketing
23 of that went to different marketing functions through the
24 pre-sales of that. Also, with the -- for the development of
25 the, again with Talmage, selection of a builder and then the

182

1 beginning of the construction of that. I had some limited
2 knowledge of the loans -- the construction loans that started
3 with one bank, ended with another bank, there with The Spur.
4 Q. Do you remember what those banks were?
5 A. I -- the initial bank -- I think two banks we were
6 working with was NBSC and Regions.
7 Q. Okay. Did you end up -- did the LLC end up taking a
8 loan from NBSC?
9 A. The LLC, to my knowledge, was approved for the loan
10 with NBSC and ended up going with the -- going with Regions.
11 Q. Do you recall why?
12 A. My memory would tell me that it had something to do
13 with the interest rates on origination fee with Regions that in
14 the end would save the LLC money as opposed to going with NBSC.
15 Q. After the procurement of that construction loan in '05,
16 did you have responsibilities for the LLC?
17 A. Continued working with the LLC on the building of the
18 project, the selling of the project. Continued working with the
19 LLC on the acquisition of property in Tuscaloosa, design,
20 marketing, sales, getting it approved. Began working on the
21 project in Blacksburg in the same capacity during the same time
22 period. Looked at property at different venues from Gainesville
23 to Tallahassee to Louisville, that I remember, and there may
24 have been others but those for sure.
25 Q. Did you -- were you compensated by Palmetto State?

183

1 A. No.
2 Q. Did you expect compensation?
3 A. It was my understanding -- it was my understanding that
4 the makeup of Palmetto State was between my father,
5 Coach Rodriguez, Coach West. I viewed myself as kind of the
6 circle on the outside. It was my objective to work hard and do
7 well so that at some point in time I could be a member of the
8 subsequent projects.
9 Q. So were you providing the services in the hope of
10 compensation someday, or were you just helping out your dad?
11 A. I was providing -- I was providing the services to help
12 the LLC. I was providing the services that at some point in
13 time I'd have the opportunity to be a part of it.
14 Q. Okay. What do you do for a living now?
15 A. Still work at J & P Enterprises.
16 Q. All right. And how long have you worked with
17 J & P Enterprises?
18 A. Since 1988.
19 Q. I need to go back and ask you one other question about
20 your role at Palmetto State. Did you have any role in managing
21 the money?
22 A. No.
23 Q. Did you have access to the bank accounts?
24 A. No, sir.
25 Q. Were you a signatory on the bank accounts?

184

1 A. No, sir.
2 Q. Did you have a checkbook?
3 A. No, sir.
4 Q. Did you review the check registers?
5 A. No, sir.
6 Q. Okay. You testified that you worked at -- you now --
7 you still work at J & P Enterprises?
8 A. Correct.
9 Q. And how long have you been there?
10 A. Since 1988.
11 Q. And what does J & P Enterprises do?
12 A. We manufacture and sell products in the textile
13 industry and also machine for other industries.
14 Q. How many employees do you have?
15 A. Eight, nine.
16 Q. Do you recall how many you had in '06?
17 A. 35 to 40.
18 Q. What --
19 A. From memory.
20 Q. What is the physical address of J & P Enterprises?
21 A. 5640 Galligher Road, I believe.
22 Q. In Gastonia?
23 A. Yes, Gastonia, North Carolina.
24 Q. Same address in 2006?
25 A. Correct.

185

1 Q. And do you have an ownership interest in
2 J & P Enterprises?
3 A. I do.
4 Q. How much?
5 A. 24 and a half percent.
6 Q. And who owns -- have you always owned that percentage
7 of J & P?
8 A. Yes.
9 Q. And so that's the same percentage you owned between
10 2004 and 2007?
11 A. Yes.
12 Q. Who else owns J & P Enterprises?
13 A. My sister, my father.
14 Q. And your sister's percentage is what?
15 A. 24 and a half.
16 Q. And your father's estate's percentage is what?
17 A. 51.
18 Q. What is your job title there?
19 A. My job title?
20 Q. Yes, sir, at J & P. Do you have a job title?
21 A. Not really. Then or now?
22 Q. Well, now.
23 A. Now -- you know, now I oversee everything from sales to
24 manufacturing to shipping.
25 Q. Okay. What about between 2004 and 2007?

186

A. 2004, 2007, I primarily was – I was responsible for sales, product development.
Q. And what – I guess explain to me a little better what that involves, sales and product development.
A. Well, from a sales standpoint, I'd go to the different customers to provide or – you know, to execute the sales. From a product development standing at that point in time, if we found things that customers needed, typically it fell in my lap to go figure out how to make it and where to find it.
Q. Were you familiar with J & P's finances at that time?
A. Yes.
Q. And how were you familiar with them?
A. Typically, looking at balance sheets, looking at yearly taxes, things of that nature.
Q. You were privy to the books?
A. Yes.
Q. Would you have check writing authority?
A. Yes.
Q. You had access to the bank accounts?
A. Yes.
Q. Did you see all the moneys that came in and out from J & P between 2004 and 2007?
A. No.
Q. All right. Explain that answer.
A. As the flow of money goes in that time – primarily, I

187

was responsible for the sales and the development. I wasn't privy to – I wasn't privy to money coming in – all the moneys coming in, all the moneys going out.
Q. Did you have a general understanding how much money was in your operating account at any given time?
A. Yes.
Q. All right. Did J & P have, like, an internal controller that was monitoring the moneys coming in and out?
A. No.
Q. Who was doing that?
A. It was – you know, typically, those responsibilities would be handled with Julee or an office manager. Communication of that would go through my father.
Q. What was Julee's role between 2004 and 2007 at J & P Enterprises?
A. 2004, 2007, primarily she would work with filing taxes, taking care of deposits from employees, you know, federal deposits, those type of things. She would work also in payroll.
Q. Accounts payable?
A. She would have some – she would have some responsibilities from that. That typically would fall on our office manager, but she was aware of accounts payables.
Q. Was Mrs. Greene – was she the bookkeeper?
A. It's a small company. Shared so in some retrospects, yes.

188

Q. To the extent there was a bookkeeper, it was Mrs. Greene?
A. At the time we had an office manager that would probably be the bookkeeper, but Mrs. Greene would look over that, have an understanding of it.
Q. Would she have seen all the moneys coming in and out of J & P Enterprises between 2004 and 2007?
A. All is a difficult thing to say, but she was aware of money that came in, moneys that went out. I can't say that – I can't say for all.
Q. Do you know whether your father saw the moneys coming in and out?
A. Yeah, he was aware of what moneys were coming in, what moneys were going out. All, again, becomes inclusive. That's a difficult thing for me to –
Q. Well, is it fair to assume that somebody at J & P Enterprises had their eye on the operating account?
A. Correct.
Q. Okay. And if that person – who would that person have been at J & P Enterprises?
A. The end responsibility would fall with my father.
Q. Okay. And who would – would he do that himself, or did he have people reporting to him?
A. He would get information from either Julee or the office manager at that time.

189

Q. What was your father's position at J & P Enterprises?
A. He was the president.
Q. And what was his responsibilities?
A. Primary responsibilities were the accounts that he had and maintaining those accounts, and he would – our facilities manager would report, I guess, to him – to both of us, but more primarily to him.
Q. Did he receive a salary from J & P?
A. Yes, he did.
Q. Do you remember how much that was?
A. No, I do not.
Q. Do you have an idea, a guess?
A. I would say 8 to 12,000 a month.
Q. Do you recall how much money you made at J & P Enterprises between 2004 and 2007?
A. No. But I would estimate 7 to 8,000 a month.
Q. Was that paid as salary or –
A. Yes.
Q. Did you also get draws as an owner?
A. No.
Q. Why not?
A. I got paid a salary.
Q. Did anybody take draws of profits?
A. Not that I was aware of.
Q. Were there profits to draw from during that time

190

1 period?
2 A. At times there were.
3 Q. Okay. At times was there cash flow issues?
4 A. Yes.
5 Q. Okay. What was Mr. Greene's typical workweek like at
6 J & P from 2004 to 2007?
7 A. Typically -- in and around 2004, when we -- when
8 The Spur development started, he began to dedicate more time to
9 the development, less time to J & P Enterprises.
10 Q. How many days a week would he be at J & P Enterprises?
11 A. I -- maybe two or three.
12 Q. Two or three? Do you remember -- do you remember when
13 your deposition was taken in this case?
14 A. I remember it being taken. I do not remember when.
15 Q. Okay. Does November 2008 sound correct?
16 A. Okay.
17 Q. Do you remember -- but you remember having your
18 deposition taken?
19 A. Yes, I remember having it taken. I don't remember the
20 specific day.
21 Q. Do you understand you were under oath on that day?
22 A. Yes.
23 Q. Okay. Do you remember being asked what your father's
24 workweek was like in 2004 and 2007?
25 A. I do not.

191

1 Q. Do you remember being asked whether he worked there
2 every day, did he work there sporadically, or did he work there
3 certain days and not other days?
4 A. I do not.
5 Q. Okay. I'm going to show you a transcript from that.
6 I'm going to start on Page 38 at Line 17, okay, and I'm going to
7 read the question, and I'll just ask you to read the answer.
8 Starting at Page 38, Line 17, "Question: Tell me what
9 your dad's workweek at J & P Enterprises was like in 2004 to
10 2007. Did he work there every day? Did he work there
11 sporadically? Did he work there certain days of the week and
12 not other days? Tell me what that was like, if you recall."
13 And you answered how?
14 A. "Our typical workweek is we gathered at J & P on
15 Mondays. I worked for him. I didn't hold his feet to the fire
16 for what he did -- for what he does on other days. I have
17 firsthand knowledge knowing that he continued to meet with
18 customers, see customers. I also understand -- and I also
19 understand that he spent a lot of time on these projects. In my
20 opinion, I think at times he spent much more time with his LLC
21 than he did for J & P from -- I guess that would start back into
22 the last of '03 through the point in time he was relieved."
23 Q. Okay. And then we'll skip a few questions about where
24 he was living. Page 39, Line 20, you were asked: "And the
25 other days of the week other than Monday -- you said you saw him

192

1 on Mondays pretty much all the time?" And then you answered?
2 A. "Pretty much typically, yes."
3 Q. And then you were asked: "But the other days of the
4 week then he would be working for either J & P out of the office
5 or working on condos or -- " And you said, "yes."
6 A. Yes.
7 Q. Okay. So my question then is, in light of your
8 testimony then, do you recall what day of the week Mr. Greene
9 would come to the office in Gastonia?"
10 A. Typically, he would be in the office on Mondays.
11 Q. Okay. So that was his day to come to Gastonia?
12 A. Yes.
13 Q. All right. If he was in the office in Gastonia working
14 for J & P on Mondays, was he doing Palmetto State business?
15 A. In the course of some Mondays in doing our business, he
16 would take phone calls of which he could be doing some business
17 for Palmetto State.
18 Q. But he wouldn't be in the office in Gastonia working
19 for J & P and simultaneously be doing a site inspection in
20 Tuscaloosa?
21 A. Correct.
22 Q. Did he spend more time at J & P or with Palmetto State?
23 A. In that time frame, I would think it would be about
24 split.
25 Q. And where was he primarily living?

193

1 A. It was either in Gaffney or Clemson.
2 Q. Okay. Was he spending most of his time in Clemson?
3 A. I don't remember specifically, but it wouldn't surprise
4 me if that was the case.
5 Q. If that was the case, would he commute from Clemson to
6 Gastonia?
7 A. Yes.
8 Q. Are you familiar with a company called J & P Security?
9 A. Yes.
10 Q. What is your involvement with J & P Security?
11 A. None now.
12 Q. What was your involvement with J & P Security?
13 A. J & P Security was a security firm that my father and I
14 owned. My involvement with J & P Security was minimal. That
15 was an entity that my father ran, as I stayed focused with the
16 stuff at J & P Enterprises.
17 Q. What did J & P Security do?
18 A. J & P Security would provide security or watch gates or
19 watch buildings at different locations.
20 Q. And what happened to J & P Security?
21 A. J & P Security closed.
22 Q. When?
23 A. J & P Security closed in February of '09, to the best
24 of my knowledge.
25 Q. Why?

194

1 A. Because of outstanding – because of outstanding issues
2 with back taxes, and, quite frankly, I got tired of dealing with
3 it.
4 Q. Fair enough. Did you have responsibilities in
5 connection with J & P? Did you have responsibilities in
6 connection with J & P Security? I apologize.
7 A. I had no day-to-day responsibilities with
8 J & P Security.
9 Q. All right. You mentioned that you got tired of dealing
10 with it. What – how –
11 A. I got tired of dealing with back taxes, the issues
12 there that I was not involved with, so I dissolved it.
13 Q. How did it – what I'm trying to reconcile is your
14 testimony that you had no day-to-day responsibilities with your
15 testimony that you got tired of dealing with issues, so you
16 dissolved it.
17 A. After my father went in the hospital –
18 Q. Okay.
19 A. – and he was not available to deal with those things,
20 then those issues all suddenly fell to me. From the time my
21 father went in the hospital from January of '08 – from '08 –
22 from that point forward, I did take over the – I did take over
23 the day-to-day duties of J & P Security.
24 Q. And in terms of the circumstances of his pass ing, you
25 say he went in the hospital in January of '08?

195

1 A. Yes, sir.
2 Q. How long did he stay in the hospital?
3 A. Until October 29th of '08.
4 Q. So he was in the hospital that entire time?
5 A. Correct.
6 Q. And he passed on October 29th, 2008?
7 A. Yes, sir.
8 Q. So for all intents and purposes you were handling his
9 affairs from the moment he went in the hospital?
10 A. Yes.
11 Q. Okay. What were Lamar Greene's responsibilities with
12 J & P Security?
13 A. He ran – I mean, that was an entity that he took
14 responsibility for. That was the entity that he took over as
15 part of what he did. He ran the day-to-day operations, all the
16 things associated with that. He had firsthand knowledge, took
17 care of –
18 Q. Did he – do you know whether he received a salary or
19 compensation?
20 A. To my knowledge, he did not receive a salary from
21 J & P Security.
22 Q. Did you have –
23 A. He did not – to my knowledge, he did not receive a
24 salary. Typically, at the end of the year, we would get a 1099
25 on – on our – on taxes based on the profit and loss, but it

196

1 was basically a sheet from our accountant. I nor he received –
2 I did not and I do not believe he received compensation from
3 J & P Security.
4 Q. So you said, we received a 1099. You had an ownership
5 interest?
6 A. We were 50/50 owners, yes, sir.
7 Q. Okay. But you had no responsibilities with it?
8 A. No.
9 Q. What was the purpose of owning it if nobody ever got
10 any profit out of it?
11 A. Well, the objective to owning it was to have a profit.
12 Q. It just never happened?
13 A. It just never happened.
14 Q. How long did you own an interest in it?
15 A. From its conception until —
16 Q. When was its inception?
17 A. I don't recall.
18 Q. Predates 2004?
19 A. Yes.
20 Q. I'd like to show you Plaintiff's Exhibit 1, which I'll
21 submit to you has been entered into evidence as a summary of
22 unallowable charges out of the First Citizens account for
23 Palmetto Properties. There's records attached to it, and I do
24 want to ask you about some of those. How much is the amount
25 that's highlighted in green?

197

1 A. Where?
2 Q. On that –
3 A. The second to last page?
4 Q. Yes, sir. And you can turn – there's a subtotal
5 there.
6 A. 113,000 – 112,303.
7 Q. 113,000 how much?
8 A. 303.
9 Q. And there was one item?
10 THE COURT: Can I ask, is it 113 or is it 112?
11 THE WITNESS: 112.
12 THE COURT: 112, okay. Thank you.
13 EXAMINATION RESUMED BY MR. PRICE:
14 Q. And there was one item that we identified on that – if
15 you look at Item 108 on that list, which is – that was a Li,
16 L-i – do you know how to say that last name?
17 A. No, sir.
18 Q. Okay. It says, "parts loan." Do you agree that that
19 may have been for J & P expenses?
20 A. I do not have any knowledge of it.
21 Q. Did J & P buy parts from China?
22 A. Yes.
23 Q. All right. Do you know whether that check went to buy
24 parts from somebody in China?
25 A. I do not recognize the name of this company as a

198

1 company that we purchased parts from.
2 Q. Okay. That check aside, do you agree that the amount
3 in green as shown on that, $112,303, was paid directly to
4 J & P Enterprises?
5 A. Yes.
6 Q. Do you agree, based on your knowledge of Palmetto State
7 business and on J & P business, that to the extent Item 108 was
8 made out to purchase parts in China that that would have been
9 another $8,146 that was most likely paid for something
10 benefiting J & P Enterprises rather than Palmetto State?
11 A. Could have been.
12 Q. Okay. In the event it went to purchase parts from
13 China, do you agree that it was most likely was?
14 A. Yes.
15 Q. I'm going to hand you another document -- so that would
16 put us then at a little bit over 120,000 shown on Exhibit 1 that
17 could have gone solely to the benefit of J & P Enterprises. Do
18 you agree with that statement?
19 A. Yes.
20 Q. All right. I'm going to hand you another document
21 marked Plaintiff's Exhibit 2. To save myself another trip I'm
22 going to hand you Plaintiff's Exhibit 3 at the same time. But
23 looking at Plaintiff's Exhibit 2 first, can you just identify
24 the amount in green on that exhibit?
25 A. $11,984.65.

199

1 Q. And do you agree that that amount in green appears to
2 have been paid directly from a Palmetto State account to
3 J & P Enterprises?
4 A. Yes.
5 Q. All right. And then looking at Plaintiff's Exhibit 3,
6 which is a summary of checks written out of the NBSC account,
7 how much is the amount in green in that?
8 A. 6,300.
9 Q. Okay. I'm getting a little bit ahead of myself. So I
10 want to ask you a couple questions, and then we're going to
11 circle back. But tell me about J & P Enterprises' bankruptcy
12 filing.
13 A. J & P Enterprises filed for bankruptcy, I believe, in
14 February of 2000 and -- where's my --
15 Q. 2006?
16 A. Yes.
17 Q. Okay. Do you recall what law firm represented
18 J & P Enterprises?
19 A. Rayburn Cooper & Durham.
20 Q. Okay. And do you know how they were paid by
21 J & P Enterprises?
22 A. I do not.
23 Q. I'm going to hand you a document marked
24 Plaintiff's Exhibit 6. The bottom of that document lists an
25 unauthorized wire in the amount of $16,000 -- what's the exact

200

1 number?
2 A. 16,039.
3 Q. Okay. To the extent that was a wire paid to a law firm
4 Rayburn Cooper & Durham, would that have gone to help pay legal
5 fees associated with J & P's bankruptcy filing in February 2006?
6 A. Could have.
7 Q. Okay. Could have or would have?
8 A. They were our bankruptcy attorneys.
9 Q. Did they do any work for Palmetto State, to your
10 knowledge?
11 A. Not to my knowledge.
12 Q. To your knowledge, did Palmetto State have any ongoing
13 concerns in the State of North Carolina?
14 A. Not to my knowledge.
15 Q. Okay. All right. Do you agree that the total of that
16 is --
17 MR. PRICE: I beg the Court's indulgence just for a
18 second.
19 EXAMINATION RESUMED BY MR. PRICE:
20 Q. Do you agree that if we add all the charges that have
21 been highlighted in green, which we know for certain were
22 payments from Palmetto State accounts to J & P, the $16,000 wire
23 that we believe was paid to Rayburn Cooper, who represented
24 J & P in its bankruptcy filing, and then the $8,000 check,
25 Item 108, which appears to have been for parts purchased in

201

1 China, that that total amount would be $154,772.65 of funds that
2 were paid from a Palmetto State account either directly to
3 J & P Enterprises or for J & P Enterprises' exclusive benefit?
4 A. Yes.
5 Q. Okay. As the vice president of J & P Enterprises --
6 would you call yourself a vice president during that time, 2004
7 to 2007?
8 A. I think from a title standpoint, I would. I think at
9 the end of -- from a title standpoint, yes.
10 Q. You owned a fourth of the company?
11 A. Correct.
12 Q. Your sister, did she work there?
13 A. No.
14 Q. All right. Did anybody besides Lamar Greene in that
15 company have the authority to remove you from your position?
16 A. No.
17 Q. Would you agree that you were second in command?
18 A. Yes.
19 Q. Would you agree that your father -- it's questionable
20 whether he could have removed you if he -- had he wanted to?
21 A. I believe he could do about what he wanted.
22 Q. But as second-in-command, vice president of
23 J & P Enterprises, were you aware that it received over $154,000
24 from Palmetto State Enterprises accounts from 2004 to 2007?
25 A. No, I was not.

202

1 Q. Okay. How did you not know about them?
2 A. How did I not know about them?
3 Q. Yes, sir. How did you not know about $154,000 that
4 either went into Palmetto State's operating account or went to
5 pay Palmetto State's expenses? How did you not know about that
6 sum of money?
7 A. From the -- from my responsibilities. I did not
8 monitor daily bank deposits. I did not monitor the monthly
9 checking account summarizations. So I was not aware of the
10 source of moneys that was going into J & P Enterprises. I knew
11 at times that -- I knew the times that my father would put money
12 into J & P Enterprises, I knew the times I put money into there,
13 but I was not aware of how much -- I was not aware of this
14 amount.
15 Q. Did you look at the balance sheets?
16 A. Rarely.
17 Q. Were they provided -- were you provided something
18 quarterly at least by the accountant?
19 A. They were available.
20 Q. Did you look at them?
21 A. I just did not look at them.
22 Q. Did you have a working knowledge of what loans, meaning
23 liabilities, from J & P to somebody else -- let me ask you that
24 a different way. Did you have any idea of what loans
25 J & P Enterprises may have made to another entity? In that

203

1 sense, I believe it would be really an asset.
2 A. I'm sure as I looked at the balance statements I saw
3 that, but I don't recall it now for that time period.
4 Q. Okay. At any point were you aware of any loans listed
5 on J & P Enterprises' books from J & P Enterprises to
6 Palmetto State -- to Palmetto State Enterprises?
7 A. Not that I'm aware of.
8 Q. Okay. If you're not aware of any loans from J & P to
9 Palmetto State, are you able to testify then why there would be
10 checks out of a Palmetto State account to J & P Enterprises with
11 the word "loan" written on them?
12 A. I cannot -- I can't testify as to why they would have
13 the word "loan" on them.
14 Q. Okay. And I guess there's two ways of looking at that.
15 In knowing -- in reviewing J & P Enterprises' books, were you
16 any -- aware of any loans made from Palmetto State Enterprises
17 to J & P Enterprises?
18 A. I was not aware of loans per se.
19 Q. Okay. When looking at the books, did you have a
20 working understanding of J & P's liabilities to other entities?
21 A. Somewhat, yes.
22 Q. All right. Did you at any point understand
23 J & P Enterprises to owe Palmetto State Enterprises money?
24 A. No.
25 Q. All right. To the extent you interpret those checks

204

1 from Palmetto State to J & P that say loan on them as a loan
2 from Palmetto State to J & P Enterprises, do you know whether
3 that was ever reflected on J & P Enterprises' books?
4 A. I do not.
5 Q. And I guess my question then is, does that mean you
6 don't know whether they were on the books, or you never saw them
7 on the books?
8 A. I don't remember seeing them on the books.
9 Q. Did you review the books at any point between 2004 and
10 2007?
11 A. Yes.
12 Q. Would you have reviewed the books and looked at the
13 liabilities in depth when somebody there made the decision to
14 file Chapter 13 Bankruptcy in February of 2006?
15 A. Yes. To that, yes.
16 Q. At that time, did J & P Enterprises identify
17 Palmetto State as a creditor?
18 A. I do not think so.
19 Q. Do you recall whether Palmetto State was provided
20 notice of the bankruptcy or invited to participate in the
21 bankruptcy?
22 A. I do not think so.
23 Q. Do you know what the money from -- I guess we know what
24 the wire was for. Do you know what the rest of the money from
25 Palmetto State to J & P Enterprises was used for?

205

1 A. Purchase of goods to -- the money would be used to
2 purchase goods in times -- if we needed moneys in the account to
3 cover checks, it was used for that.
4 Q. All right. And I want to make sure I understand your
5 answer. Tell me if I interpreted it wrong, okay. The money
6 would have been used to purchase something that
7 J & P Enterprises needed to continue doing business; correct?
8 A. Yes.
9 Q. And it would have been used at times when
10 J & P Enterprises did not have its own money in the operating
11 account to purchase those things?
12 A. Correct.
13 Q. Would you, as the second guy in command at
14 J & P Enterprises, know when the funds in the operating account
15 got so low that there wasn't money anymore to buy the parts you
16 needed to machine the stuff to produce the widgets you produce
17 in your course of business?
18 A. No.
19 Q. Why not?
20 A. Typically, if -- I would be aware of that on occasion.
21 95 percent of the time that information would flow to my father.
22 Q. Through who?
23 A. It would either be through our office manager or Julee.
24 Q. Can you -- knowing what you know of Palmetto State's
25 business and knowing what you know of J & P Enterprises'

206

1 business, can you think of any legitimate reason why
2 Palmetto State Enterprises would loan or pay $130,000 -- or
3 $154,000 to a company that manufactures and sells textile
4 machine parts?
5 A. The only -- my only understanding -- my only
6 understanding of that would be that during that time period --
7 as this development started, my father and I had talked, and he
8 had said that he was going to be paid a salary from
9 Palmetto State, he was going to continue to receive his full
10 salary from J & P Enterprises, and that the moneys that he
11 received from Palmetto State -- that some of that, if need be,
12 would come into the company.
13 Q. All right. You remembered your deposition in 2008. Do
14 you remember being asked if you could think of any legitimate
15 reason why Palmetto State Enterprises would be making loans to
16 J & P Enterprises?
17 A. I do not remember.
18 Q. We'll do what we did last time, and I'm going to read
19 here at Page 16, Line 25, sir, okay. The question was, "Can you
20 think of any legitimate reason why Palmetto State Enterprises
21 would be making loans to J & P Enterprises?"
22 A. "No."
23 Q. You answered how?
24 A. "No."
25 Q. Sitting here today, after recalling your testimony in

207

1 2008, can you think of any legitimate reason why Palmetto State
2 would make a loan to J & P Enterprises?
3 A. No.
4 Q. Who would have benefited from the money being
5 transferred from Palmetto State to J & P Enterprises?
6 A. The operations of J & P Enterprises.
7 Q. And who benefited from the operations of
8 J & P Enterprises?
9 A. Its owners, its employees.
10 Q. You are an owner?
11 A. Yes.
12 Q. Julee Greene, was she an owner?
13 A. No.
14 Q. She was an employee?
15 A. Yes.
16 Q. Was she paid to work there?
17 A. Yes.
18 Q. Was her husband the 51-percent owner?
19 A. Yes.
20 Q. The money that was taken from Palmetto State or was
21 transferred -- we'll say transferred from Palmetto State to
22 J & P Enterprises. Knowing what you know of the business of
23 Palmetto State and the business of J & P, can you think of
24 anybody other than the people who benefited from the operations
25 of J & P Enterprises who would have benefited from that transfer

208

1 from Palmetto State?
2 A. No.
3 Q. But you never questioned the source of that money?
4 A. I never questioned the source of the money because from
5 the understanding with my father there would be money coming in
6 from -- there would be money coming into J & P Enterprises, if
7 needed, from Palmetto State, as he was receiving a salary from
8 there that he could put into J & P Enterprises since he was
9 continuing to -- he was continuing to receive his full salary
10 from J & P Enterprises.
11 Q. So to the extent that J & P Enterprises benefited from
12 $154,000 of Palmetto State money, you never questioned whether
13 that was legitimate?
14 A. I never knew -- I never knew the total of the money
15 that came into J & P Enterprises. But understanding that he was
16 going to be receiving $10,000 a month, I understood there was a
17 possibility of money to be coming in from -- from him to
18 J & P Enterprises as a result of the fact that he was still
19 receiving the full salary from J & P Enterprises.
20 Q. As the 24-and-a-half-percent owner and
21 second-in-command at J & P Enterprises, did you consider
22 yourself to be an officer?
23 A. Yes.
24 Q. So you were an officer of J & P Enterprises?
25 A. Yes.

209

1 Q. All right. As an officer of J & P Enterprises, did you
2 not feel that you had an obligation to make sure that
3 J & P Enterprises wasn't running on stolen funds?
4 MR. TALLEY: Objection, Your Honor.
5 THE COURT: On what basis?
6 MR. TALLEY: It's a leading question. Number two, it's
7 asked and answered about ten times already.
8 THE COURT: I might agree on both counts.
9 MR. TALLEY: Thank you, sir.
10 THE COURT: Rephrase the question, and we kind of have
11 covered that ground about every different way we can plow it.
12 EXAMINATION RESUMED BY MR. PRICE:
13 Q. Did you not feel that as the second-in-command you had
14 an obligation to make sure that J & P was not receiving stolen
15 funds?
16 MR. TALLEY: Same objection.
17 THE COURT: I'll allow him to answer it.
18 THE WITNESS: I do agree with that. I did not feel
19 that the funds were stolen as a result of the understanding that
20 he and I had and the salary that he was going to receive from
21 the LLC and the amount of time that he was going to be away from
22 J & P Enterprises still receiving full salary.
23 EXAMINATION RESUMED BY MR. PRICE:
24 Q. Thank you. I will move on. Have you ever heard of a
25 company called Gaston Engineering?

210

1 A. I have heard of the name.
2 Q. All right. What do you know about them?
3 A. What do I -- I do not know -- I came to work in 1988.
4 At some point in time thereafter, I remember seeing the name,
5 hearing the name, but I was never familiar with its owners, what
6 it did, what it claimed to do.
7 Q. Is Gaston Engineering associated with
8 J & P Enterprises?
9 A. It is not.
10 Q. What is the mailing address for J & P Enterprises?
11 A. At that point in time, I think it was P.O. Box 977, or
12 it might have been 5640 Galligher.
13 Q. Okay. One or the other?
14 A. Yes, sir.
15 Q. Is Galligher Road -- is that the location where
16 J & P Enterprises is physically located?
17 A. Yes, it is.
18 Q. I'll show you a page from Plaintiff's Exhibit 7. I'm
19 looking at the third page of Plaintiff's Exhibit 7. Are you
20 able to make out on that copy the mailing address listed for
21 Gaston Engineering?
22 A. Gaston Engineering, it appears -- could be
23 P.O. Box 977.
24 Q. Okay. There's another page I want to ask you about.
25 There's a better page. Page 4, the mailing address listed on

211

1 that check for Gaston Engineering?
2 A. Yeah, P.O. Box 977.
3 Q. Is that the mailing address for J & P Enterprises?
4 A. Yes, it is.
5 Q. Okay.
6 A. At that point in time it was.
7 Q. All right. The phone number listed on that invoice I
8 submit to you is (704) 866-7979 -- 7919. Do you recognize that
9 number?
10 A. I think it could -- yes.
11 Q. Okay. What is that number?
12 A. I think it's a third or fourth number on our phone tree
13 at one time.
14 Q. The phone tree for who?
15 A. For J & P Enterprises. It may have also been the phone
16 number for a company called Epithread (phonetic).
17 Q. Okay. Do you have any idea why Gaston Engineering was
18 using J & P Enterprises' P.O. box and phone number?
19 A. I do not.
20 Q. Your office on Galligher Road, is that part office,
21 part manufacturing facility?
22 A. Yes, it is.
23 Q. How many square feet for each?
24 A. 15,000 for office; 25,000 for manufacturing.
25 Q. How many offices are located in the office part?

212

1 A. Seven or eight.
2 Q. Do you have an ownership interest in that facility?
3 A. Yes, I do.
4 Q. Who owns it?
5 A. My father -- currently -- my father and I owned it. My
6 father's estate and I own it currently.
7 Q. How long have you owned it?
8 A. He and I owned it since 1998, I think.
9 Q. Do you know who's occupied the offices there over the
10 years?
11 A. Yes.
12 Q. Was there ever a Gaston Engineering leasing out any of
13 those offices?
14 A. No.
15 Q. Did you know that Gaston Engineering was paid money out
16 of the Tuscaloosa project by Palmetto -- by Morgan & Bartos?
17 A. I did not.
18 Q. You never knew that?
19 A. Did not.
20 Q. This is the first you've learned of it?
21 A. To my knowledge.
22 MR. PRICE: I beg the Court's indulgence for just one
23 moment.
24 Your Honor, that's all my questions.
25 THE COURT: Your witness.

213

1 EXAMINATION BY MR. TALLEY:
2 Q. Mr. Greene, would you say that you and your father had
3 a close relationship?
4 A. There were times when we had a close relationship.
5 There were times when our relationship was strained at best.
6 Q. Is it fair to say since his passing you've learned a
7 lot?
8 A. Yes.
9 Q. You learned after his passing you have a half brother
10 you never knew about?
11 A. Yes.
12 Q. You learned after his passing that he had signed your
13 name as a 16-and-a-half-percent owner of Palmetto State in the
14 original operating agreement?
15 A. Yes.
16 Q. How did you learn that?
17 A. We were reviewing documents in your office.
18 Q. That's the first you knew of that?
19 A. Yes.
20 Q. So is it fair to say that there's a lot that went on in
21 the business relationship that you had with your father that you
22 were unaware of?
23 A. That is correct.
24 Q. In the Plaintiff's Exhibit 1 -- I don't know if it's
25 still in front of you, you were asked about it earlier -- did

214

1 you have any knowledge of all these items highlighted in green
2 and the parts loan in the amount of $8,146? Do you have any
3 knowledge that those checks were written by your father out of a
4 Palmetto State account?
5 A. I did not.
6 Q. And I have the same question as to the other accounts
7 where they've highlighted J & P Enterprises expenses. At the
8 time that was done, were you aware of any of these checks being
9 written?
10 A. No. Let me – on Exhibit 1, Item 61, I think I was
11 aware for that, as I've turned in some expenses from trips that
12 were taken that I had written –
13 Q. Well, I'm going to get into that specifics with you.
14 A. Oh, I'm sorry.
15 Q. There were checks written to you for –
16 A. Yes.
17 Q. And what were those for?
18 A. There were a couple checks written to me, one primarily
19 for reimbursement of expenses for the development company.
20 Q. Okay. So since inception of Palmetto State, you were
21 actively involved, were you not, in traveling in coordinating
22 these projects?
23 A. Yes.
24 Q. Okay. You were involved before Mr. Brown; correct?
25 A. Yes.

215

1 Q. But at that time you did not know that you were a
2 member of the company?
3 A. No. It was – it was actually my – it was actually my
4 understanding that I was not – that I was not a member, that I
5 was not allowed to be a member.
6 Q. And when the members got draws like we've discussed
7 earlier today, did you ever get one?
8 A. No.
9 Q. The only moneys you ever received were reimbursements;
10 is that correct?
11 A. That is correct.
12 Q. Okay. The responsibilities you had at
13 J & P Enterprises, did they require you to be out of the office
14 a lot?
15 A. Every day but Monday.
16 Q. And so on those other days what would you be doing?
17 A. I'd be traveling.
18 THE COURT: Somebody's phone – I'm trying to be
19 patient with that, but somebody's phone keeps vibrating.
20 THE WITNESS: That's mine, sir.
21 THE COURT: All right. If you'll make sure to turn
22 that off, please, sir.
23 THE WITNESS: Yes, sorry. My apologies.
24 THE COURT: That's fine. All right.
25 EXAMINATION RESUMED BY MR. TALLEY:

216

1 Q. So you would travel basically four days a week?
2 A. Yes.
3 Q. All right. And where would your travels take you?
4 A. Travels would take me anywhere in the Southeast,
5 typically from Virginia to Alabama.
6 Q. And at times would that require you to go overseas to
7 China?
8 A. Yes.
9 Q. When you went to China, were you gone for extended
10 amounts of time?
11 A. Seven to ten days. I made trips to – I'd go to China
12 periodically for seven to ten days. I'd make trips down to
13 New Mexico for seven – five or six or seven days. I made trips
14 to Europe. That was before this. But after this I made trips
15 to Taiwan as well and South Korea.
16 Q. Where do you reside, Mr. Greene?
17 A. Rock Hill, South Carolina.
18 Q. So you would – when you would go to Gastonia, you
19 would commute as well; is that correct?
20 A. Yes.
21 Q. And the other days you were traveling you would leave
22 from Rock Hill and go wherever your business took you that day?
23 A. Yes.
24 Q. Okay. The books of Palmetto State Enterprises that
25 have been presented, these checking accounts, when did you first

217

1 see all these records?
2 A. Probably did not look at it in much detail until in
3 your office. Did meet with Mike once, as he recalled. You
4 know, August of '07, as he testified, was the first time that
5 this had kind of been laid out for me.
6 Q. And that's the meeting that Mr. Brown testified to
7 earlier when he brought this to your attention?
8 A. Yes.
9 Q. Prior to that were you aware of any of the moneys
10 flowing to J & P Enterprises?
11 A. No.
12 Q. The – in Exhibit 1 on Page 59 – and I don't want to
13 belabor this point, but the top right check –
14 A. Whoa, whoa, whoa. Okay.
15 Q. I believe it's Check 1268.
16 A. Yes.
17 Q. It's a check made payable to you for $2,500 –
18 A. Yes.
19 Q. – November 2006. Do you recall what that would have
20 been for?
21 A. I did not – it would more than likely be reimbursement
22 for expenses for travel for The Spur or for Palmetto State.
23 Q. And, in fact, I think it says Spur and Legends in the
24 memo.
25 A. Okay.

218

1 Q. Would those be two projects you were working on at the
2 time?
3 A. Yes, sir.
4 Q. And then, if you'll go back to Page 50, there are
5 actually two checks, very middle of the page, written to you.
6 One is for $42,432.
7 A. Yes.
8 Q. What was that for?
9 A. That was for a repayment of a deposit I had made on a
10 unit in Tuscaloosa.
11 Q. Okay. So you actually put money into Palmetto State,
12 and it was repaid to you?
13 A. Yes.
14 Q. And then the one beside that for $4,000, what was that
15 for?
16 A. It would have been for repayment for travel, expenses
17 for Palmetto State.
18 Q. So you spent your personal funds on Palmetto State
19 business and then later were reimbursed oftentimes?
20 A. Yes.
21 Q. Okay. How is -- how is the amount listed on the
22 summary sheet, line 103, $6,250, any different from those
23 examples that we've looked at? Do you recall that check for
24 6,250?
25 A. The check there was a check for a repayment, I believe,

219

1 for a trip that was made to Blacksburg and also -- yeah, for
2 Blacksburg. Could have been tied in with -- what's the date?
3 Made a trip to Blacksburg and combined with a trip to
4 Tuscaloosa.
5 Q. It's your testimony that that check made payable to you
6 is no different than any other reimbursement we've looked at --
7 A. Correct.
8 Q. -- and others throughout this Exhibit 1?
9 How would you travel to these various locations?
10 A. I would fly -- there would be times where I would
11 drive. There would be times where I would fly with the members
12 of the LLC, and there were occasions when I would fly by myself.
13 Q. And when you would fly, would that be commercial or
14 private aircraft?
15 A. Private.
16 Q. And who would the pilot be?
17 A. With the LLC, Mike Huizenga. With the ones that I went
18 by myself, it would be me.
19 Q. Okay. And so the Mike Huizinga that flew members of
20 the LLC is the one that's listed --
21 A. Yes.
22 Q. -- in Exhibit 1?
23 A. Yes.
24 Q. Okay. Did you ever do any travel with the, I'll say,
25 Yahu -- I don't know if that's correct -- Y-a-h-u, out of

220

1 Morgantown?
2 A. Not that I -- I don't recognize the name. There was
3 one instance that we did make a trip to Gainesville and
4 Tallahassee with a flight service out of West Virginia.
5 Q. Okay. Was that a flight service that you all became
6 aware of through Mr. Rodriguez?
7 A. They came and picked me up. He -- I don't know the
8 contact -- it was my understanding that -- my father had told me
9 that that was the plane -- one of the planes that West Virginia
10 had used or Coach Rodriguez had access to.
11 Q. You had a chance to review the summary sheet of
12 Exhibit 1?
13 A. Yes.
14 Q. All right. To your knowledge, is any of the expense to
15 Mike Huizinga non-LLC related?
16 A. To my knowledge, all the checks written to Mike would
17 be LLC related.
18 Q. Okay. And then look at Line 11 on the first page of
19 the document. Do you know who Mike Rogers is?
20 A. I do not know Mike Rogers.
21 Q. Do you know Danny Cain?
22 A. I do know Danny Cain.
23 Q. How do you know Danny Cain?
24 A. Danny Cain was a gentleman my father knew that was kind
25 of like a day laborer. I hate to say that, but if you needed

221

1 something -- if Dad needed something done, we could get Danny to
2 do it. He did various essential things for us at
3 J & P Enterprises. He would do some things, you know, at the
4 Towers. He would do some things over at -- you know, for
5 Palmetto State. Just depends on which day what needed to be
6 done.
7 Q. I think it's been testified to earlier that you were
8 the primary person that would go in and deal with zoning and
9 site work and things of that nature for the LLC?
10 A. Yes.
11 Q. And I believe it's also you testified earlier that the
12 land was put under contract or closed in Columbia at some point
13 in late 2004?
14 A. Correct.
15 Q. The construction didn't start until the summer of 2005?
16 A. That is correct.
17 Q. But, to your knowledge, once you acquired the property,
18 were you required by the City of Columbia to maintain the
19 property and do certain things?
20 A. Well, once we -- once we had the contract on the
21 property -- once, you know, we had the development scheduled to
22 go on the property, it behooved us to have that property looking
23 as well as we could for prospective buyers. We had some issues
24 with the city on unsightliness and things of that nature.
25 Q. And it was suggested earlier, do you recall, what was

222

1 on the site?
2 A. I think we purchased the site that was a restaurant and
3 some warehouses.
4 Q. So it very well could be that in February of 2005 these
5 day laborers were doing work on the site in Columbia?
6 A. Could, yes.
7 Q. You would have acquired it several months prior to that
8 time?
9 A. Yes.
10 Q. The question also came up in regards to Lew Jordan.
11 Are you familiar with Mr. Jordan?
12 A. Yes.
13 Q. Did he provide any real estate assistance regarding
14 site selection in Columbia?
15 A. To my knowledge, he did.
16 Q. Okay. Did he actually go to Columbia?
17 A. There were times when he went to Columbia.
18 Q. Okay. Were you present in any discussions with
19 Mr. Al Bell regarding the business of this LLC?
20 A. I think there were some discussions with the -- with
21 Mr. Bell that I was part of.
22 Q. What did you understand Mr. Bell's role to be?
23 A. Well, I understood that at that point in time we were
24 looking and had gotten pretty desperate for the loan -- we were
25 looking to place the loan for -- the construction loan in

223

1 Columbia, that Mr. Bell was, I think, on the board of NBSC, and
2 that we were working with that bank to acquire the construction
3 loan. It was my understanding that Mr. Bell was helping us, in
4 essence, kind of getting our ducks in a row, for that loan
5 application.
6 Q. And were you aware of any personal funds you or your
7 father paid to Mr. Bell?
8 A. No.
9 Q. The MAC Club we testified about earlier -- that was
10 testified about earlier. Were you aware of any involvement the
11 LLC had with the MAC Club?
12 A. Not any direct, but I think the LLC might have been a
13 member of this 1100 Club.
14 Q. And what did you understand that 1100 Club to be?
15 A. I think it was a club at West Virginia that helped
16 Coach Rodriguez in his recruiting efforts with transportation,
17 was my understanding.
18 Q. So it's your understanding that the money that that
19 club raised was funds that would be used for travel to recruit
20 football players or things of that nature?
21 A. That was my understanding.
22 Q. Were you ever aware of any objection to $2,200 being
23 paid to West Virginia for Coach Rodriguez's use?
24 A. Not to my knowledge.
25 Q. Do you know a gentleman named Ramon Arech, A-r-e-c-h?

224

1 A. I do not.
2 Q. Do you know a gentleman named Antonio Clay?
3 A. I know of him, yes.
4 Q. What do you know of him?
5 A. He was an athlete at Clemson.
6 Q. Did he ever provide any security services for any of
7 the Palmetto State projects?
8 A. He could have.
9 Q. Was it commonplace for your father to try to find jobs
10 for Clemson student athletes?
11 A. Yes.
12 Q. What would he have them do?
13 A. There were times that he would have them work some
14 security for us. He would have them -- you know, if we needed
15 something cleaned up or straightened out, kind of as a day
16 laborer. They also did some landscaping, things of that nature.
17 Q. And while we're on that topic, based on your knowledge
18 of the LLC and its operations, could Coach Rodriguez or
19 Coach West have afforded in their professional career for there
20 to be something improper going on with student athletes?
21 A. I think it would be frowned upon.
22 Q. In fact, your father was investigated by the NCAA two
23 times; correct?
24 A. To my knowledge.
25 Q. And one of those times was years ago that involved

225

1 Mr. McIntosh and another gentleman; correct?
2 A. Yes.
3 Q. And the second investigation was actually while this
4 was going on, was it not?
5 A. Correct.
6 Q. Do you remember what those allegations were?
7 A. They were allegations of improper payments to athletes,
8 allegations of they were giving things they should not have been
9 given, transportation, things of that nature.
10 Q. Was there ever any sanction issued upon him by the NCAA
11 in the second investigation?
12 A. Yes, there was.
13 Q. What was that?
14 A. I forget the exact year, but there was a year where he
15 was not allowed to -- there was a year where he was not allowed
16 to participate in the purchase of tickets through IPTAY as he
17 had for many years.
18 Q. And was it your understanding that came down from the
19 NCAA or Clemson itself?
20 A. That was a mandate that came from Clemson.
21 Q. He wasn't sanctioned by the NCAA the second time, was
22 he?
23 A. Not to my knowledge.
24 Q. And that was at the same time what's now been alleged
25 as improper payments to folks --

226

A. Yes.
Q. -- were being made? Don't you think that's something the NCAA would have picked up on?
A. I would think so.
Q. Would the same be true for Mr. Dwayne Coleman?
A. Yes.
Q. Mr. Anthony Waters?
A. Yes.
Q. Mr. Rocky McIntosh?
A. Yes.
Q. As I questioned earlier -- and I guess I'll ask you. Did I actually take trips as counsel for Palmetto State to look at properties in Louisville, Kentucky, and Knoxville, Tennessee on multiple occasions?
A. Yes, you did.
Q. And we also went to Atlanta -- I forgot that one earlier -- did we not?
A. A nice long ride, yes, sir.
Q. A long ride to talk about some investment opportunities?
A. Correct.
Q. So I did provide services; correct?
A. Yes.
Q. Do you know Tommy Biershank?
A. Yes, I do.

227

Q. How do you know Mr. Biershank?
A. Mr. Biershank was, in essence, the manager for J & P Security.
Q. And was J & P Security employed to provide security services at The Spur?
A. Yes.
Q. When did that happen?
A. Primarily that happened -- or, to my knowledge, that happened during the football season prior to the units being completed.
Q. Was there also security provided during the construction phase of that project?
A. Yes.
Q. Was it by J & P Security?
A. I believe so.
Q. And would Tommy Biershank have been involved in that?
A. Yes.
Q. The -- Item 87 in the summary of Exhibit 1, air travel, West Virginia University, 1100 Club golf tournament. Did you participate in that?
A. Yes, I did.
Q. And who was there?
A. Myself, my father. During that trip we met with Coach Rodriguez.
Q. So three members of the LLC?

228

A. Yes.
Q. When did work begin in Blacksburg? Strike that. When did you first start exploring opportunities in Blacksburg?
A. Probably in 2006, to the best of my knowledge. The way that this was set up, and that's what -- the dates for me become difficult because, I think, as a long-term goal before the economy became what it is today is that we would have two projects -- two projects closing, two projects in construction, two projects in the works was the ultimate goal at that point in time. So as we're finishing up -- doing the project in Columbia, we are investigating or looking into the property in Tuscaloosa. At that point in time, you start looking at the property in Blacksburg or the ones that appear to be taking off. There were other parcels that we looked at that never came to anything.
Q. What was located on the parcel in Blacksburg?
A. In Blacksburg, apartments. Apartments. The property in Blacksburg contained 26 apartments. We also obtained one, two houses or four -- maybe two houses -- five houses? Sorry. One, two --
Q. Was there work that was done from a due diligence standpoint prior to that property being put under contract?
A. Yes. The property in Blacksburg -- the property in Blacksburg probably required more of my time than any of the

229

other properties because of the complexity of bringing it to what it currently was to what we wanted it to be.
Q. As well to find cooperation from the City of Blacksburg during your work on that project?
A. Yes.
Q. So is it fair to say that was probably the most troublesome sight of the three that you actually started to act upon for Palmetto State?
A. I think it would be the most challenging.
Q. Fair enough. So there was expense involved --
A. Yes.
Q. -- in the Blacksburg --
A. There was a lot of time. There was a lot of expense.
Q. Okay. Are you familiar with Floyd Elliott?
A. Yes.
Q. Was he an investor in Palmetto State Enterprises?
A. Not to my knowledge.
Q. He later became a member of The Legends of Blacksburg; correct?
A. That is correct.
Q. Was he involved in any contributions or investments in either The Spur or The Legends of Tuscaloosa?
A. Not to my knowledge.
Q. Okay. He did invest in Tuscaloosa, but that's neither here nor there. Who is Tony Gibson?

230

A. Tony Gibson was a coach for Coach Rodriguez at West Virginia during this time.
Q. Did you know him prior to being introduced to him by Coach Rodriguez?
A. I did not.
Q. Did Coach Rodriguez kind of look after Mr. Gibson?
A. Yes, he did.
Q. Mr. Gibson, I believe I'm stating this correctly, has been at several stops on the coaching circuit with Coach Rodriguez; correct?
A. Yes, he has.
Q. Were you or your father ever asked by Coach Rodriguez to help Mr. Gibson?
A. I don't know that I was ever directly asked, but I recall being asked by Coach Rodriguez -- from my perspective, it looked like Palmetto State were doing some things for Gibby -- or Coach Gibson.
Q. Coach Rodriguez ever object to that?
A. Not to my knowledge.
Q. Were you involved in marketing of units at The Spur in Columbia?
A. Yes.
Q. Was there a model unit there?
A. Yes.
Q. Is that something that the LLC paid the expense to

231

outfit for people to look at?
A. Yes.
Q. If you look at Line 131, there's a Palmetto State Enterprises payment for an upgrade package. Were you still trying to sell units at The Spur at that time?
A. Yes, I believe so.
Q. When was the auction held at The Spur in Columbia?
A. June of '07, I believe.
Q. Were you aware that members of the LLC other than you had meetings in destination cities?
A. Yes.
Q. Where do you remember those meetings taking place?
A. I remember there were some meetings in Charleston, Myrtle Beach. I think there was a meeting that they had in the Cayman Islands.
Q. And would they use the flight services listed on here to go to those meetings?
A. It's my assumption. I wasn't invited.
Q. You never got a -- well, I already asked you that. You didn't ever get a bonus when everybody else did, did you?
A. No, sir.
Q. Okay.
MR. TALLEY: I beg the Court's indulgence one sec. That's all the questions I have.
THE COURT: All right. Mr. Hunt?

232

EXAMINATION BY MR. HUNT:
Q. Mr. Greene, on the -- I'll direct your attention in Plaintiff's Number 1 exhibits, if you have them. Do you have them --
A. Yes, sir.
Q. -- up there? Do you have that?
A. Yeah, I think I got it right here.
Q. There's a -- I'd like for you to look an Number 31 on Page Number 12.
A. Yes.
Q. If you would, look at the -- at the actual check down there on page -- Check Number 31.
A. Mm-hmm.
Q. And it says -- it was made payable to Palmetto State Enterprises; right?
A. Yes, sir.
Q. And also it says, The Spur closing, does it not?
A. Yes, it does.
Q. Yes, sir. Do you recall -- do you have any knowledge when your father was paid back for his writing the initial check for the binding of the property in Columbia for The Spur?
A. I do not.
Q. Do you know if he was paid back by the entity?
A. I do not.
Q. Been a lot made of -- about your father's work on

233

Mondays. Did he always work for your entity on Mondays, or do you recall?
A. No.
Q. Was he -- would he work for both entities all during the weeks?
A. Yes.
Q. And as -- and based on what you've seen, the trips -- the -- I think I heard you say, going to the Grand Caymans, West Virginia University, all around -- all around the areas, why -- in your opinion, why were some of these trips made? What was going on with those?
A. In all the trips that I -- in all the trips that I was aware of, all the trips that I went on, you know, at different points in time on those trips Palmetto State business was conducted. We were traveling to -- you know, to meet with different prospective clients, to meet with Coach Rodriguez, to investigate potential for new properties.
Q. To gauge interest possibly?
A. Yes.
Q. All right, sir. And those were -- every time they were gone -- I mean, your father -- when you were with -- with the -- these trips that were taken, was your father engaging people, chatting about what could and could not -- what could transpire in various projects?
A. Yes, even -- you know, even the trip that we went for

234

1 the golf tournament, in that weekend we sat down with
2 Coach Rodriguez for a couple of hours to discuss where projects
3 were, where they were going, potentially talking about where
4 that entity may go in the future.
5 Q. What about that trip to Louisiana when the -- when
6 South Carolina -- were you part of that trip?
7 A. I was not.
8 Q. Did you know your dad had gone out there for that trip?
9 A. I don't know that -- I don't know that he went. I was
10 not aware -- I knew that -- I knew that the marketing company
11 for Columbia was going down there to set up a marketing booth to
12 try to attract potential buyers.
13 Q. And that might have been a place to attract potential
14 buyers because?
15 A. Well, South Carolina was there for a bowl game, and
16 typically the -- typically the fans that follow them to the bowl
17 games are the fans that have the money we were looking for.
18 Q. Yes, sir.
19 A. Or they had -- well, maybe not the money. They had the
20 means to purchase our product.
21 Q. So it could be very well a very legitimate business
22 expense?
23 A. Oh, absolutely.
24 Q. Yes, sir. So the idea wasn't -- in all of this -- in
25 all of this spending and all of this -- all these transactions,

235

1 there's a great deal of trying to churn, was there not?
2 A. Correct.
3 Q. Yes, sir. Was your dad good at that?
4 A. Yes, sir.
5 Q. All right, sir. As a matter of fact, even the business
6 about the plastic surgery that's on the list, is that not --
7 A. I would -- yes, he would say that that was a necessity
8 for what he was doing.
9 Q. And what was he doing, sir?
10 A. What he was trying to do was to meet with individuals
11 that had means to invest in our type of product, our type of
12 company, and he felt like it was important -- you know, he
13 would -- you know, he felt like it was important that although
14 he was probably at this time 68, 69 to at least appear young,
15 healthy, vibrant --
16 Q. Yes, sir.
17 A. -- energetic.
18 Q. Yes, sir.
19 A. He was very conscious of his appearance, the way he
20 dressed, the way he looked.
21 THE WITNESS: That's not my phone.
22 THE COURT: I think that's the sign these lawyers have
23 about talked out the sound system.
24 THE WITNESS: Oh, okay. Maybe you've been here --
25 you've been here before obviously.

236

1 MR. HUNT: I have no further questions, Your Honor.
2 Thanks.
3 THE COURT: Mr. Price?
4 MR. PRICE: Your Honor, I believe I can get done by
5 5:30.
6 THE COURT: Why don't we shoot for 5:00 and call it a
7 good compromise?
8 MR. PRICE: Yes, sir.
9 REEXAMINATION BY MR. PRICE:
10 Q. Mr. Greene, are you aware when, relative to
11 January 1st, the Independence Bowl in Shreveport is generally
12 played?
13 A. No.
14 Q. Do you know whether it's played before January 1st?
15 A. I don't know when they -- I do not know when they --
16 Q. Well, you know that evidently there was a marketing
17 trip to Sam's Club or Sam's Town Hotel for the Shreveport
18 Independence Bowl to sell Spur condos. My question is, do you
19 have a general idea when the Shreveport Independence Bowl was
20 played?
21 A. I do not.
22 Q. Okay. Are you aware of any bowl game short of maybe
23 the mythical national championship game that is played on
24 January 17th?
25 A. Not that I'm aware of.

237

1 Q. Okay. And if you don't mind, if you'll look at
2 Plaintiff's Exhibit 2. There's a string of debits made at the
3 Sam's Town Hotel from January --
4 A. I got to -- you got to help me find 2.
5 Q. I'm sorry. I'll be happy to. It's the Regions Bank
6 one, and I'll even show you where I'm talking about it.
7 A. Yes.
8 Q. There's a string of debits made at the Sam's Town
9 Hotel, I think, starting with Item Number 41 -- yes, sir,
10 Item 41, beginning on January 10th and ending on January 17th.
11 Do you see that?
12 A. I do.
13 Q. All right. Do you believe that there was any activity
14 going on surrounding the bowl game in Shreveport, Louisiana, on
15 the week of January 10th to January 17th, 2006?
16 A. It doesn't appear likely, no.
17 Q. Okay. Is it safe to say that knowing what we know
18 about the ins and out of the college football schedule that
19 probably the bowl games were played by then?
20 A. I would think that the bowl games are played by then.
21 I do -- or am aware that there was a trip made to that bowl game
22 by the marketing company. I can't speak to exactly the dates
23 that are here or how they correspond. I was aware they were
24 going, where they stayed, what they did. I could not -- I don't
25 have the -- I don't have the --

238

1 Q. Understood, and that's a perfectly fine answer.
2 Looking on Plaintiff's Exhibit 1 -- well, let me ask
3 you this first: Did Mr. Greene -- your daddy, did he own a unit
4 at The Spur?
5 A. He owned a unit with Strom.
6 Q. With Ed Straum?
7 A. With Ed Straum. Thank you.
8 Q. Okay. Do you know when they bought that?
9 A. I do not.
10 Q. My question for you is -- you were asked about the
11 upgrade package. There's a check to Palmetto State from
12 Palmetto State for an upgrade package that's shown as Number 131
13 on Exhibit 1, the big one.
14 A. Yes.
15 Q. Do you know whether that was to buy the upgrade package
16 for Mr. Greene's personal unit?
17 A. That upgrade package could have been for the -- I think
18 that upgrade package would have been for the model unit that
19 Palmetto State had at The Spur.
20 Q. What is the upgrade package?
21 A. The upgrade package is -- upgrade package in this
22 instance might have been countertops, mirrors --
23 Q. Okay.
24 A. -- different finishes.
25 Q. So that's my question then. So when somebody bought a

239

1 unit from Palmetto State, I guess they were generally priced
2 according to the number of bedrooms probably; is that right?
3 A. Priced by unit with basics, yes.
4 Q. And then you had the right to buy fancy countertops and
5 fixtures; correct?
6 A. Yes, sir.
7 Q. Why in the world would Palmetto State pay itself for
8 fancy countertops?
9 A. Well, Palmetto State's going to have to -- if they're
10 going to have an upgrade for increased costs, it has to be shown
11 somewhere I would assume.
12 Q. Okay. Mr. Biershank, Tommy Biershank, you testified
13 that he worked for J & P Security?
14 A. Correct.
15 Q. Did he own J & P Security?
16 A. No.
17 Q. What did he do for J & P Security?
18 A. He was, in essence, in charge -- he was in charge of
19 the sites that we performed duties at, sales.
20 Q. And I know that there's at least one check to
21 Mr. Biershank, Number 82 on Plaintiff's Exhibit 1. Why, if that
22 was a check made for services provided by J & P Security, was
23 that made out to Mr. Biershank individually?
24 A. It -- it could be -- I can't speak 100 percent, but it
25 could be that on a particular time that Mr. Biershank may have

240

1 gathered some guys to go and do some things at The Spur.
2 Unfortunately, he was just written a check directly with which
3 to pay those people with.
4 Q. Do you have any knowledge that that was the
5 circumstance?
6 A. I do not.
7 Q. Can you say that it is more likely than not that that
8 was the circumstance?
9 A. That could have been what happened.
10 Q. Could have been what happened?
11 MR. HUNT: Your Honor, this is just pure speculation,
12 pure speculation.
13 MR. PRICE: Your Honor, I don't understand if that's an
14 objection or what.
15 MR. HUNT: I don't -- I guess -- I apologize. He
16 did -- they did talk about Mr. Biershank earlier.
17 THE COURT: All right. Thank you, sir.
18 MR. HUNT: Thank you, sir.
19 REEXAMINATION RESUMED BY MR. PRICE:
20 Q. Did Mr. Greene -- do you know whether he ever owned
21 another unit at The Spur besides the one he shared with
22 Mr. Strom?
23 A. I don't know.
24 Q. Do you know whether he owned Unit 405 at The Spur?
25 MR. TALLEY: Your Honor, he's on redirect here. I

241

1 don't know where he's going with this.
2 MR. PRICE: I'm getting back to the upgrade package,
3 Your Honor.
4 THE COURT: All right. Let's limit it to that, and
5 let's upgrade this towards the end of the day.
6 MR. PRICE: Yes, sir.
7 REEXAMINATION RESUMED BY MR. PRICE:
8 Q. Do you know whether he owned Unit 405? Do you know
9 whether he owned another unit individually that was foreclosed?
10 A. I do not know.
11 Q. Okay. Do you know whether the upgrade package went to
12 that unit?
13 A. No.
14 Q. I want to ask you about the Clemson athletes, okay, and
15 we'll just talk about them generally, Dwayne Coleman,
16 Antonio Clay -- Anthony Waters was on there. You mentioned they
17 provided services. You said something about security,
18 landscaping. Where did they provide those services?
19 A. Those services were provided either at the Towers, at
20 Coach Rodriguez's house, Coach Bowden's house, at The Spur in
21 Columbia.
22 Q. Okay. When were they provided at The Spur in Columbia?
23 A. Up to the point of construction, I would assume.
24 Q. Well, you don't know when specifically?
25 A. I do not know when specifically.

242

1 Q. Okay. Of those places you listed, was it more likely
2 that they provided them at the Clemson Towers in Clemson -- I'm
3 talking about Clemson athletes -- at the Clemson Towers in
4 Clemson, at Coach Bowden's house in Clemson, at your daddy's
5 place at Riverpoint?
6 A. I would say services provided by the athletes in
7 Clemson were more than likely provided at Coach Rodriguez's
8 house and Coach West's house.
9 Q. But you don't know that?
10 A. You asked me -- to my knowledge, that's where that
11 would typically take place.
12 Q. Okay. But to say -- there's a difference between
13 whether the NCAA found it improper because no work was done --
14 the NCAA was not making -- when they investigated your dad the
15 second time, they were not investigating whether or not that
16 work was provided at The Spur or for a legitimate Palmetto State
17 expense, were they?
18 A. I do not know.
19 Q. You're not aware of any NCAA regulation that requires
20 Palmetto State money to be spent on Palmetto State business?
21 A. Say that again, please.
22 Q. Are you aware of any regulation that the NCAA has that
23 requires Palmetto State money to be spent on Palmetto State
24 business?
25 A. I'm not familiar with that.

243

1 Q. Okay. So my question is do you -- that investigation
2 would have no correlation as to whether those payments were for
3 legitimate Palmetto State business, would it?
4 A. Not that I -- I do not know.
5 Q. Was your father a member of the 1100 Club individually?
6 A. I do not know.
7 Q. Okay. Do you know whether your father was the member
8 of the 1100 Club or Palmetto State Enterprises was the member?
9 A. I do not -- I did not know which was a member.
10 Q. Okay. Would you agree that if in the event it was
11 Lamar Greene who joined the 1100 Club individually, then the
12 payment for his membership by the LLC would not have been
13 legitimate?
14 A. If my father was a member and if Palmetto State made
15 the payment -- I couldn't speak to that. You'd have to ask the
16 members.
17 Q. Okay. You testified that you understood Al Bell was on
18 the board at NBSC?
19 A. It was my understanding.
20 Q. And that you had some role in procuring these
21 construction loans? You personally had a role in procuring the
22 construction loans; correct?
23 A. I was involved in some of the meetings, yes.
24 Q. Okay. And they got The Spur loan from Regions Bank
25 ultimately?

244

1 A. Yes.
2 Q. They secured approval from NBSC and Regions; correct?
3 A. Both entities approved the construction loan.
4 Q. When you went back and looked for a loan in Alabama,
5 what banks did you look for a loan from?
6 A. Bryant Bank.
7 Q. What banks?
8 A. Bryant Bank.
9 Q. Okay. Blacksburg?
10 A. Also with an entity that Fred Gibbs was with.
11 Q. Is that the bank that ultimately gave a loan in
12 Blacksburg?
13 A. I think so. I'm not --
14 Q. Is that bank NBSC?
15 A. No.
16 Q. Okay. So --
17 MR. HUNT: Your Honor, where is this in --
18 THE COURT: How is this proper on redirect, and, second
19 would be, how is it relevant?
20 MR. PRICE: Because had I been allowed to ask my next
21 question, I would have asked, what business would Palmetto State
22 have with NBSC where Al Bell sat on the board after the
23 procurement of this construction loan in 2005?
24 THE COURT: Go ahead.
25 THE WITNESS: I would think from that perspective as --

245

1 as any of this happens, 80 percent of the work on a project is
2 before you secure the construction loan. So at that point in
3 time, especially with the Columbia project, because there were
4 no projects leading into it, there was no money to work from.
5 So anything that happened in that time had to be funded somehow.
6 It's my understanding that Mr. Bell worked with us to get us in
7 line for that. It would be my understanding that there were
8 going to be some fees paid to him for that assistance. It would
9 also be my understanding that obviously those fees couldn't be
10 paid until the loan was actually taken out and draws from that
11 loan were acquired to repay expenses that were incurred building
12 up to that.
13 REEXAMINATION RESUMED BY MR. PRICE:
14 Q. And so Mr. Bell was so instrumental in obtaining a loan
15 that was not even taken out that he was legitimately paid $5,000
16 a month for the next two years?
17 A. I'd have to ask the members, but he did have a hand in
18 securing that loan.
19 Q. Danny Cain, who is shown on Plaintiff's Exhibit 1, you
20 referenced him as a day laborer.
21 A. Yes.
22 Q. Where does Mr. Cain live?
23 A. At that period of time, I think he lived in Gaffney.
24 Q. In Gaffney?
25 A. Yes.

246

Q. Okay. And so your testimony is that Mr. Cain drove from Gaffney all the way to Columbia and back for $500?
A. Mr. Cain would go where my father asked him, yes.
Q. Okay. And you believe that $500 was enough to compensate him for his travel and for whatever time he spent in Columbia doing whatever he may have been doing there?
A. If my father asked him to do it and he agreed to that amount, I would think that would be reasonable.
Q. Do you know whether he was doing work in Columbia on that day?
A. I can't testify that he was doing work in Columbia on that particular day. I do know that he went to Columbia to do work. I do know that he went – I do know that he went to Columbia to do work. I do not know the exact dates.
Q. Did he also do work at Clemson Towers?
A. Yes, he did.
Q. Did he also do work at your dad's house in Gaffney?
A. Yes, he did.
Q. Did he also do work at J & P in Gastonia?
A. Yes, he did.
Q. Okay. You were shown – Mr. Talley asked you to look at some checks that were made out to you, one check from Page 59, two checks on Page 50 of Plaintiff's Exhibit 1.
A. Yes.
Q. Okay. When you expended money on behalf of the LLC and

247

were – claimed a reimbursement, did you submit documentation of the expenses?
A. The expenses incurred would have been just for expenses for travel. I did not submit documentation for that.
Q. You didn't bring home the receipts?
A. No.
Q. Okay. Is item number – the checks on Page 50 or the check on Page 59, are they listed in this exhibit of unauthorized expenditures?
A. I guess so.
Q. I'll submit to you that they're not. If you could show me where they are –
A. Maybe not then.
Q. Now, there is one check to you, Item 103, for $6,250.
A. That's correct.
Q. Do you have documentation of whatever that was allegedly a reimbursement for?
A. There was documentation turned in for flights that were taken. There are as well entries in my flight logbook for flights taken on behalf of Palmetto State.
Q. Had you seen that exhibit before today, Plaintiff's Exhibit 1?
A. This exhibit?
Q. Yes, sir.
A. Yes.

248

Q. Okay. Did you bring any of that documentation about that charge with you?
A. I did not. I had that with me at the deposition.
Q. Did you know anything about your trial today?
A. Yes, I did.
Q. Did you know about it for today?
A. Yes, I did.
MR. PRICE: May I have the Court's indulgence momentarily?
REEXAMINATION RESUMED BY MR. PRICE:
Q. Did you ever participate in meetings to go over the books for Palmetto State?
A. Could have.
Q. I mean, did the members meet and talk about what these expenditures were for?
A. I never remember meeting with the members for that purpose.
Q. In working so closely with your dad, with Palmetto State, J & P Enterprises, J & P Security, did you have an understanding of what his income was?
A. Yes.
Q. Did you at any time sense that he may have been living above his means?
MR. HUNT: Your Honor –
MR. TALLEY: Your Honor, I object.

249

MR. HUNT: – that's objectionable.
MR. TALLEY: It's on redirect.
THE COURT: I sustain the objection. You can proffer it for the record, but I'm going to sustain the objection.
MR. PRICE: I'll just withdraw the question.
THE COURT: All right.
MR. PRICE: That's all my questions.
THE COURT: Any other very brief questions?
MR. TALLEY: Not at the time.
MR. HUNT: No, Your Honor.
THE COURT: All right. Thanks, sir. You can step down.
(Thereupon, the trial was adjourned at 5:20 p.m.)

1 CERTIFICATE OF REPORTER
2
3 I, AMY L. MOOREFIELD, RPR, A NOTARY PUBLIC IN AND FOR THE
4 STATE OF SOUTH CAROLINA, DO HEREBY CERTIFY THAT THE FOREGOING
5 249 PAGES REPRESENTS A TRUE AND ACCURATE TRANSCRIPT OF THE
6 TRIAL, WHICH WAS TAKEN BY ME ON THE 9TH DAY OF MAY, 2013.
7 THAT THE WITNESSES WAS FIRST DULY SWORN TO TELL THE TRUTH, THE
8 WHOLE TRUTH AND NOTHING BUT THE TRUTH OF THEIR OWN KNOWLEDGE
9 CONCERNING THIS MATTER.
10 THAT I AM NOT RELATED TO NOR THE EMPLOYEE OF ANY OF THE
11 PARTIES HERETO, NOR RELATED TO OR EMPLOYED BY ANY ATTORNEY OR
12 COUNSEL EMPLOYED BY THE PARTIES HERETO, NOR INTERESTED IN THE
13 OUTCOME OF THIS ACTION.
14
15 _____
16 AMY L. MOOREFIELD, RPR
17 NOTARY PUBLIC FOR S.C.
18 COMMISSION EXPIRES: 3/21/2023
19
20
21
22
23
24
25

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF PICKENS) CASE NO. 2008-CP-39-56

PALMETTO STATE ENTERPRISES, LLC,)
)
PLAINTIFF,)
)
VERSUS)
)
THE ESTATE OF CLEGG LAMAR GREENE)
A/K/A LAMAR GREENE, J & P ENTERPRISES,)
AND JULEEN GRAHAM GREENE,)
)
DEFENDANTS.)
)

****

TRIAL TRANSCRIPT
VOLUME II

****

PURSUANT TO NOTICE IN THE ABOVE-ENTITLED MATTER, A HEARING WAS HELD ON THE 10TH DAY OF MAY, 2013, BEFORE THE HONORABLE CHARLES B. SIMMONS, JR., COMMENCING AT THE HOUR OF 9:15 A.M., IN PICKENS, SOUTH CAROLINA.

REPORTED BY: AMY L. MOOREFIELD, RPR

CANNON COURT REPORTING
Certified Verbatim Reporters
Post Office Box 2727
Greenville, South Carolina 29602
864-298-0082 or 864-316-4918
cannonreporting@charter.net

APPEARANCES:

DAVID R. PRICE, JR., ESQUIRE
DAVID R. PRICE, JR., P.A.
318 WEST STONE AVENUE
GREENVILLE, SC 29609
AND
RAYMOND T. WOOTEN, ESQUIRE
SMITH, JORDAN, LAVERY, & LEE, P.A.
1810 E. MAIN STREET
EASLEY, SC 29642
ATTORNEYS FOR PLAINTIFF,

SCOTT R. TALLEY, ESQUIRE
TALLEY LAW FIRM, P.A.
2500 WINCHESTER PLACE, SUITE 100
SPARTANBURG, SC 29301
ATTORNEY FOR DEFENDANTS,
J & P ENTERPRISES AND JULEEN GREEN,

DANIEL E. HUNT, ESQUIRE
LAW OFFICES OF DANIEL E. HUNT
P.O. BOX 887
EASLEY, SC 29641
PERSONAL REPRESENTATIVE OF THE ESTATE.

INDEX

WITNESS: JULEEN GRAHAM GREENE
DIRECT EXAMINATION BY MR. PRICE..... 254
CROSS-EXAMINATION BY MR. TALLEY..... 296
CROSS-EXAMINATION BY MR. HUNT..... 319
REDIRECT EXAMINATION BY MR. PRICE..... 327
WITNESS: JEFF GREENE
DIRECT EXAMINATION BY MR. TALLEY..... 348
CROSS-EXAMINATION BY MR. HUNT..... 361
CROSS-EXAMINATION BY MR. PRICE..... 368
REDIRECT EXAMINATION BY MR. TALLEY..... 377
WITNESS: MICHAEL L. BROWN
DIRECT EXAMINATION BY MR. TALLEY..... 380
CROSS-EXAMINATION BY MR. HUNT..... 393
CROSS-EXAMINATION BY MR. PRICE..... 394
CERTIFICATE OF REPORTER..... 418
ADMITTED EXHIBITS:
DEFENDANTS' EXHIBITS:
EXHIBIT NO. 2..... 306
EXHIBIT NO. 3..... 353
PROFFERED EXHIBITS:
ESTATE'S EXHIBITS:
EXHIBIT NO. 2..... 324

(THIS TRANSCRIPT MAY CONTAIN QUOTED MATERIAL. SUCH MATERIAL IS REPRODUCED AS READ OR QUOTED BY THE SPEAKER.)

1 THE COURT: So we're ready to go on record?
2 MR. TALLEY: Yes.
3 MR. PRICE: Ready when you are, Judge.
4 THE COURT: Okay. I am ready, so you can go ahead and
5 call your witness.
6 MR. PRICE: Thank you, Judge.
7 Plaintiff will call Ms. Julee Greene.
8 THE COURT: If you'll come round to the witness stand,
9 please. And if you'll place your left hand on the Bible and
10 raise your right hand, please. Do you swear to tell the truth,
11 the whole truth, and nothing but the truth?
12 THE WITNESS: Yes, sir.
13 THE COURT: Okay. If you can come round and have a
14 seat in that green chair, please. And if you'll state your full
15 name.
16 THE WITNESS: Juleen Graham Greene.
17 THE COURT: Could you spell your first name?
18 THE WITNESS: J-u-l-e-e-n.
19 THE COURT: All right. Thank you.
20 EXAMINATION BY MR. PRICE:
21 Q. Ms. Greene, my name is David Price. You and I met one
22 time before at Mr. Talley's office. I represent the plaintiff
23 in this action, Palmetto State Enterprises, LLC.
24 A. Yes, sir.
25 Q. If you can, just state your relation to

1 Mr. Lamar Greene.
2 A. I was his wife.
3 Q. Okay. And what do you do for a living now?
4 A. I'm disabled.
5 Q. How did you become disabled?
6 A. I was in a car accident in 2007.
7 Q. Okay. Before you became disabled, what did you do for
8 a living?
9 A. I worked for J & P Enterprises.
10 Q. What is J & P Enterprises?
11 A. It's a textile manufacturing company.
12 Q. And when you worked there, who owned J & P Enterprises?
13 A. Lamar Greene, Jeff Greene, Paula Greene.
14 Q. Do you know who owns it now?
15 A. Jeff and, I think, Paula maybe.
16 Q. When you worked at J & P Enterprises prior to your
17 accident, what were your duties there?
18 A. Accounts pay -- accounts receivable. I'm sorry.
19 Accounts payable.
20 Q. Okay. What about accounts receivable?
21 A. I did that as well.
22 Q. Okay. Did you manage taxes?
23 A. Taxes and payroll.
24 Q. So were you basically the bookkeeper?
25 A. Bookkeeper, and I had help as well.

256

Q. All right. Who else helped?
A. Melissa Bowlin (phonetic).
Q. And what did she do?
A. She did payroll most of the time, and she did accounts payable as well. We both did the jobs.
Q. All right. What do you know about J & P Security?
A. J & P Security was a company owned by Jeff and Lamar. They did security work throughout the upstate.
Q. Where were its offices?
A. In Gastonia.
Q. The same offices as J & P Enterprises?
A. Yes.
Q. Did you do any work for J & P Security?
A. Yes.
Q. Same duties as you did at J & P Enterprises?
A. Payroll and taxes, yes.
Q. All right.
A. Invoicing.
Q. Have you ever heard of a company called Gaston Engineering?
A. No, sir.
Q. You've never heard of it at all?
A. No, sir.
Q. If you had ever endorsed the back of a check made out to Gaston Engineering, would you know that?

257

A. I – yes.
Q. Okay. Did you ever do any work for Palmetto State Enterprises, LLC?
A. I did a spreadsheet when the trial came up.
Q. What do you mean?
A. When the – this allegation came up against Lamar, I did a spreadsheet with the checks to give to Mr. Olson.
Q. Okay. What kind of spreadsheet did you do?
A. It was a listing of the checks.
Q. What checks?
A. All checks from – that were given to me from the bank to put on a spreadsheet.
Q. Okay. So you did a spreadsheet of each of the checks out of Palmetto State accounts?
A. Each check, yes, that came out of the bank – banking –
Q. Do you remember which bank?
A. I do not. I think there were various banks.
Q. Okay. When was that?
A. In 2008.
Q. Do you remember why you did that?
A. I think they were asking for copies of the checks and what they were written for and –
Q. Who's they?
A. Mike – well, the company Palmetto State, Mr. Olson.

258

Q. Okay. What do you know about Palmetto State Enterprises?
A. I don't know very much about Palmetto State Enterprises.
Q. Do you know who the members were?
A. I remember early going that it was Lamar, Jeff – Lamar, Rich Rodriguez, and Ron West.
Q. Do you know what Palmetto State did? What was its –
A. Built condos.
Q. – businesses? Okay.
A. Construction of condos.
Q. Do you know anything about investments made by other people in the Palmetto State Enterprises?
A. No, sir.
Q. You don't – you don't know anything about investments made by third parties into Palmetto State?
A. I didn't – I didn't – I didn't even see that. All this was taking place at Clemson, and most of the time I was in Gaffney.
Q. So you were never present when a third party wrote Mr. Greene a check to invest in Palmetto State Enterprises?
A. No, sir.
Q. Have you ever heard of a law firm called Gray, Layton & Kersh in Gastonia?
A. Yes, sir.

259

Q. What are they?
A. It was a law firm that was representing Lamar in a Marble Works lawsuit.
Q. Okay. Tell me more about that lawsuit.
A. The company was owned by Lamar and James Hazelton. It closed down, and Jamie was the manager there. Taxes were owed, and I think they were holding Lamar and Jamie both liable, so he went to this attorney for help.
Q. So, basically, Gray, Layton & Kersh represented Lamar in litigation with his partner about who was liable for the taxes?
A. Yes.
Q. I'm going to hand you an exhibit, Plaintiff's Exhibit 1. Do you recognize that exhibit?
A. Yes.
Q. Okay.
A. But it looks like it's been retyped.
Q. Okay. What do you mean by that? What do you recognize that exhibit as being?
A. It just looks like it's been retyped. It doesn't look like the – I'm just going by what I'm –
Q. I understand – I think I don't understand what you mean by it looks like it's been retyped. What's been retyped?
A. I think the whole thing has been retyped.
Q. Okay. So do you think that that is some variation of

260

1 the spreadsheet you originally prepared?
2 A. Yes.
3 Q. The statements and records attached to it, have you
4 ever seen those before?
5 A. Yes.
6 Q. Okay. If you don't mind, turn to Page 100 of that
7 exhibit.
8 A. Okay.
9 Q. There is a check hand-labeled Number 171. Do you see
10 that? Check Number 1364 in the amount of $10,000.
11 A. 1364?
12 Q. Yes, ma'am, this one. See that Check Number 1364 in
13 the amount of $10,000 made out to Gray, Layton & Kersh?
14 A. Yes.
15 Q. Do you agree that that's what that check says?
16 A. Yes.
17 Q. Do you know anything about what that check was for?
18 A. It was probably as a retainer fee for --
19 Q. For the Marble Works litigation?
20 A. Yes.
21 Q. Do you know whether Marble Works, Incorporated, had
22 anything to do with Palmetto State Enterprises?
23 A. They did not.
24 Q. Okay. Ms. Greene, do you own property at
25 144 Riverpoint Drive in Clemson?

261

1 A. Yes.
2 Q. Are you aware that in 2006 Lamar Greene used funds from
3 a Palmetto State bank account to purchase furniture at a place
4 called Furniture Showcase?
5 A. Lamar and I were not living together at that time --
6 Q. Okay.
7 A. -- and I was not aware of that.
8 Q. Have you --
9 A. I was later but not when he did it.
10 Q. So later you became aware of it?
11 A. Yes.
12 Q. All right. At what point did you become aware that
13 funds from a Palmetto State bank account were used to buy
14 furniture there?
15 A. When I was doing the spreadsheet.
16 Q. Was any of that furniture purchased at
17 Furniture Showcase delivered to 144 Riverpoint?
18 A. Very little.
19 Q. Okay.
20 A. But, yes.
21 Q. All right. Do you remember what furniture was replaced
22 with the furniture bought at Furniture Showcase?
23 A. Yes.
24 Q. What?
25 A. A bedroom suite, a sofa, a chair, like an armoire --

262

1 end table, and a glass top table and some rod iron pieces and
2 some flowers.
3 Q. That furniture that was purchased at
4 Furniture Showcase, is that still there today?
5 A. Yes, it is.
6 Q. All of it?
7 A. Yes.
8 Q. Did you or Mr. --
9 A. I take that back. Except the brown chair -- leather
10 chair. It's at Lamar's daughter's house.
11 Q. Okay. Did you or Mr. Greene ever own a unit at
12 Clemson Towers?
13 A. I did not. He did.
14 Q. Unit 101?
15 A. Yes.
16 Q. Is it still owned by his Estate, do you know?
17 A. No, it's not.
18 Q. What happened to it?
19 A. He sold it.
20 Q. Was it sold with the furniture included?
21 A. Yes, sir.
22 Q. Do you know what happened to those proceeds?
23 A. I do not.
24 Q. Are you aware of the funds that were used at
25 Furniture Showcase to buy furniture that was delivered to

263

1 Unit 101 at Clemson Towers?
2 A. I was not -- I was not aware of that until later.
3 Q. At some point you became aware?
4 A. With the spreadsheet, yes.
5 Q. Tell me a little bit more about J & P Enterprises.
6 When you were there, what kind of business did it conduct?
7 A. They manufactured textile machine parts and purchased
8 parts from China.
9 Q. Okay. You worked there from when until when?
10 A. I want to say I went to work there probably -- it was
11 maybe in 2002, later than 2004. That was on my deposition. I
12 want to say 2002.
13 Q. Okay. And you went -- you worked there until your
14 accident in February of 2007?
15 A. Yes, sir.
16 Q. Do you do any work there now?
17 A. No, sir.
18 Q. When's the last time you worked there?
19 A. The last day I went in was 11 -- 12/20 of '11.
20 Q. Okay. After your accident, you must have gone there
21 and worked some.
22 A. Trying to train a girl to take over.
23 Q. Okay. Is it fair to say you had very little role there
24 from 2007 to 2011?
25 A. That's correct.

264

1 Q. Do you – when's the last time you did any work for
2 J & P Security?
3 A. I think J & P Security closed down maybe – I want to
4 say 2007, maybe 2008. I'm really not sure.
5 Q. Okay. And I –
6 A. Or maybe – I'm really not sure about the date.
7 Q. Were you ever separated from Mr. Greene?
8 A. Yes.
9 Q. When was that?
10 A. January of '06 through, I think, August or September of
11 '06.
12 Q. While you were separated from Mr. Greene, did you
13 continue to work at J & P Enterprises?
14 A. Yes, sir.
15 Q. Were you paid during that time?
16 A. Yes, sir.
17 Q. How much were you paid?
18 A. $1,000 a week.
19 Q. Paid by who?
20 A. The company.
21 Q. The company. I think you told me you handled both
22 accounts receivable and accounts payable?
23 A. Yes.
24 Q. Okay. Are you familiar – were you familiar at the
25 time with what – where the income into J & P Enterprises was

265

1 coming from that went to accounts payable and to payroll?
2 A. From vendors that we did business with.
3 Q. Specifically, I want to know is – I mean, were you the
4 one checking the books every day to see how much money was in
5 the operating account?
6 A. I did – well, we didn't do it every day, but finally
7 later we went online to check.
8 Q. And were you the one marking the entries for accounts
9 receivable?
10 A. Melissa and I both did.
11 Q. Okay. So you not only had a general idea where J & P
12 made its money from, you had a – is it fair to say you had a
13 fairly specific idea how much money was in the operating account
14 at any one time?
15 A. I could call and find out, yes.
16 Q. Okay. And when you worked in accounts payable, one of
17 the things you would check is to make sure that
18 J & P Enterprises had enough money to pay for the things it was
19 buying; correct?
20 A. That's right.
21 Q. And when you ran payroll, one of the things you would
22 check is to make sure J & P –
23 MR. TALLEY: Your Honor, I'm going to object to the
24 leading questions.
25 MR. PRICE: Okay.

266

1 MR. TALLEY: He's on direct examination of the witness.
2 THE COURT: All right.
3 EXAMINATION RESUMED BY MR. PRICE:
4 Q. When you ran payroll, did you check –
5 A. Melissa mostly did payroll as far as – she mostly ran
6 payroll.
7 Q. Do you know whether when Melissa ran payroll she
8 checked the operating account to make sure there was enough
9 money to bank payroll?
10 A. She would let us know.
11 Q. Okay. She would let you know?
12 A. Yes.
13 Q. So, in the event there was not enough money to make
14 payroll, would she let you know?
15 A. Yes.
16 Q. Okay. Would she come to you?
17 A. Or Lamar or Jeff, whoever was there.
18 Q. Okay. But one of the Greenes?
19 A. Yes.
20 Q. So on whatever spreadsheet that you kept for
21 J & P Enterprises' accounts receivable, were you able to track
22 that money back and identify where it came from?
23 A. Yes, because we – it was always keyed in as – where
24 it came from, and there was always a debit and a credit.
25 Q. And so that included being able to track back and

267

1 determine where the money being used for your own pay came from?
2 A. Yes.
3 Q. Did J & P Enterprises ever file bankruptcy?
4 A. Yes.
5 Q. When was that?
6 A. I'm not sure what year. Maybe – maybe '05, '04.
7 Q. Would February of '06 sound correct?
8 A. That could be right, yes.
9 Q. Did you play a role in making the determination to file
10 bankruptcy?
11 A. No, I did not.
12 Q. Who made that decision?
13 A. Lamar and Jeff.
14 Q. Do you know why J & P Enterprises filed for bankruptcy?
15 A. We had a lot of companies that were – that owed us
16 money that filed for bankruptcy and just – the overhead was
17 just astronomical.
18 Q. Were there any particular debts or incidents that were
19 the catalyst for the bankruptcy filing?
20 A. I'm not sure of that. I know that a company, Texine
21 (phonetic), filed for bankruptcy owing us, like, $78,000.
22 Q. So is it fair to say then that the companies that owed
23 J & P Enterprises filed bankruptcy, and when J & P didn't get
24 their money from them, that was why J & P Enterprises had to
25 file bankruptcy?

268

A. I would say that, yes.
Q. Okay. Do you know when the cash flow problems for J & P Enterprises started?
A. I don't. Well, the manufacturing companies slowed down, a lot of plants closed, and it was – it was slow at that time.
Q. When you first started in 2002 or 2003, did J & P Enterprises have adequate cash flow?
A. Yes.
Q. Okay. So sometime between when you started and when they filed for bankruptcy in 2006, the cash flow became restricted?
A. It was on again off again throughout the period. I'm not saying it came restricted at the time I started work, no. I think it – it was restricted even then.
Q. In your role as the person keeping track of the books at J & P Enterprises, did you know the amount of debt that J & P Enterprises was accumulating?
A. Well, I didn't – I ran a balance sheet – financial report and a balance sheet at the end of the month, and that was gone over by Jeff and Lamar in the conference room.
Q. Did you compile the information on the balance sheet?
A. Yes.
Q. And you did that every month?
A. Yes.

269

Q. Okay. Did you ever have meetings with Mr. Lamar Greene or Mr. Jeff Greene?
A. I didn't meet with them.
Q. Okay. So you just showed them the statements and anything else they asked for, and that was it?
A. And they would go to the conference room. They also met on Mondays to go over with the shop manager, the stock clerk, and themselves, different things they needed to order, over reports.
Q. Was J & P Enterprises your and Mr. Lamar Greene's primary source of income?
A. Yes, sir.
Q. Okay. So in your –
A. Well, Lamar – I'm sorry. Lamar was paid through Palmetto State.
Q. What did you consider to be your family's primary source of income?
A. Well, Lamar's money was his money. My money was my money.
Q. Okay. In the course –
A. But he paid – he paid the bills.
Q. In the course of being husband and wife, maybe sometime at home or something, did you and Lamar Greene ever discuss whether or not J & P Enterprises was going to have to file for bankruptcy?

270

A. No, sir.
Q. So you never discussed it at work?
A. No, sir.
Q. You never discussed it at home? It never came up?
A. Lamar was a very quiet man. He didn't discuss problems with me.
Q. Do you know what law firm represented J & P Enterprises in its bankruptcy filing?
A. Rayburn Cooper & Durham.
Q. Okay. I'm going to hand you another document – another exhibit marked Plaintiff's Exhibit 6. Have you ever seen that exhibit before?
A. No, sir.
Q. Okay. You didn't –
A. It doesn't look familiar to me.
Q. All right. There's a wire listed at the bottom of that on February 28th, 2006, to Rayburn Cooper & Durham for $16,039. Do you see that?
A. I do.
Q. Do you know what that wire was for?
A. I didn't make the wire, but I assume it was payment for their services.
Q. For attorney's fees?
A. Or – I guess. I can't be sure.
Q. Okay. You don't know whether that was for attorney's

271

fees for the bankruptcy?
MR. TALLEY: Objection; asked and answered.
MR. PRICE: I don't know that that's been answered.
THE COURT: One last time, ask it. You can answer it.
EXAMINATION RESUMED BY MR. PRICE:
Q. Ma'am, do you know whether that was to pay attorney's fees for the bankruptcy?
A. I do not know that.
Q. Okay. Do you remember when I took your deposition in Mr. Talley's office?
A. Yes, sir.
Q. Did you know that you were under oath on that day?
A. Yes, sir.
Q. Okay. Do you remember when I asked you about that wire?
A. This wire?
Q. Yes, ma'am.
A. This one here?
Q. Yes, ma'am.
A. I don't recall that. I just remember this.
Q. Okay. Well, I'll show you the conversation, okay. I'm going to start on Page 78, Line 8, and I'm going to read my question, okay, and then I'll just ask you to read your answer. All right?
A. Okay.

272

Q. "If you look at the list at the bottom, there's a list of wires and cashier's checks. Do you see that? The third one on February 28th, 2006, was a wire to Rayburn Cooper & Durham in Charlotte, North Carolina, for $16,039. Do you know what that money was for?" And you said what?
A. "I didn't make the wire, so I don't know."
Q. I said, "Do you have a guess?" And you said?
A. Well, I said, "I'm sure it's for attorney's fees," but I still --
Q. I understand. And then I said, "For the bankruptcy for J & P Enterprises?" And you said?
A. "Yes."
Q. Okay. So is it fair to say that when I took your deposition on September 7th, 2011, you believed that wire was most likely for attorney's fees for the bankruptcy?
A. I'm sure I did, yes.
Q. Okay. I'm going to hand you another document -- or another exhibit. This exhibit is marked Plaintiff's Exhibit 10. Have you ever seen that before?
A. Yes.
Q. Okay. What is that exhibit?
A. Pardon?
Q. What is it, ma'am?
A. This is a list of checks that were deposited by myself in the bank.

273

Q. Okay. If you don't mind thumbing through those bank documents, there's canceled checks and deposit slips, confirm for me that appears to be your handwriting on those bank records.
A. Making out the checks, yes.
Q. Making out the deposit --
A. And the deposit slip for 8,900 was made out by Melissa. All the checks were signed by Lamar, and mostly the amount written in by Lamar. I can't make out Number 13 and 14. 17, yes. This is the bank signature card, yes. And -- yes, yes.
Q. Okay. I'm going to go through those records then, and I'm going to ask you about them. Turning to the first page, that is a check drawn on Palmetto State's NBSC account made payable to J & P Enterprises in the amount of 4,300. Do you agree with that?
A. Yes.
Q. Okay. Did you fill that check out?
A. I filled the check out, and Lamar signed it, yes.
Q. Okay. What was that check for?
A. For a wire transfer to China.
Q. Okay. To who in China?
A. Ascotech.
Q. What is Ascotech?
A. A manufacturer of textile machine parts and ships them.
Q. Do you remember why that check was written?

274

A. To make a wire transfer.
Q. Okay. Who told you to do that?
A. Lamar.
Q. All right. And what were the parts for?
A. For resale.
Q. For who by who?
A. J & P Enterprises.
Q. Was it written -- why was it written on a Palmetto State account then?
A. Lamar gave -- took the check out, gave it to us, and told us to make the wire transfer because there were no funds available to do that. But this check was also noted on the balance sheet keyed in --
Q. I understand. No funds available where to do what?
A. The funds were -- all funds were not available to make the wire transfer.
Q. So J & P Enterprises did not have enough money in its operating account to buy the parts?
A. That's correct.
Q. So you filled out a check drawn on Palmetto State's account?
A. And he signed it. He signed it first.
Q. I understand. At the time you did that, did you ever question why you were writing a check on a Palmetto State Enterprises account to buy parts for J & P Enterprises?

275

A. I did not.
Q. You did it just because Lamar Greene told you to?
A. Yes, sir.
Q. Do you -- you had enough experience with bookkeeping to recognize where the check you were writing was drawn on, did you not?
A. Yes.
Q. Okay. So you knew what you were doing?
A. I knew that it came from Palmetto, yes.
MR. HUNT: Your Honor, I'm going to renew the objection of a while ago. Counsel's leading. And I know he can deem this as a hostile witness, but if that's what he wants to do, I wish he would go ahead and do that.
MR. PRICE: Your Honor, respectfully, the rule as to questioning allows you to ask leading questions to the opponent -- party opponent. She is a Defendant in this action.
THE COURT: All right. Go ahead.
EXAMINATION RESUMED BY MR. PRICE:
Q. Ms. Greene, Page 2, that's another check drawn on Palmetto State's NBSC account, is it not?
A. Yes, it is.
Q. Dated July 12th, 2005, made payable to J & P Enterprises in the amount of $2,000?
A. Yes.
Q. Who filled out that check?

276

A. Lamar filled in the amount and signed it, and I completed it.
Q. And you completed it?
A. Yes, sir.
Q. You wrote the payee, correct, J & P Enterprises?
A. Yes, sir.
Q. You wrote the amount in words?
A. I didn't write the amount.
Q. You did not --
A. I wrote the amount in words, yes.
Q. Okay. What was that check for?
A. It was for a wire transfer, I'm sure.
Q. All right. A wire transfer for what?
A. Textile parts.
Q. Who told you to write that check?
A. Lamar gave me the check to fill in.
Q. All right. He just gave it to you and told you to make it out to J & P Enterprises?
A. Yes.
Q. You did not question why you were writing a $2,000 check out of a Palmetto State account to J & P Enterprises?
A. I did not do that, no, sir.
Q. All right. Page 3 is a check drawn on Palmetto State's First Citizens account. Do you agree?
A. Yes, sir.

277

Q. And that's in the amount of $4,000?
A. Yes, sir.
Q. Who was that made out to?
A. It was made out to me.
Q. And you -- is that your handwriting?
A. That's my handwriting with my name, yes.
Q. So you wrote your own name on that check?
A. Yes.
Q. What was that check for?
A. It was for a certified check for Marble Works to pay down on the taxes that were due.
Q. Did Marble Works have anything to do with Palmetto State business?
A. No, sir.
Q. Can you tell us why you would have written a $4,000 check to yourself out of a Palmetto State account for Marble Works business?
A. To go to the bank, because it was in Palmetto -- to go to the bank that I knew to get a certified check to send into -- to the IRS for Marble Works.
Q. Did you fill out everything on that check but the signature?
A. He filled in the amount and the $4,000 in words.
Q. You put your own name on it?
A. Yes, sir.

278

Q. At the time you did that, did you realize that the check was out of a Palmetto State account?
A. Yes, sir.
Q. Did you question yourself or even ask Mr. Greene why you all were writing a check out of a Palmetto State account for Marble Works' taxes?
A. He had given me the check so it could be sent off because I think he was advised by Rayburn Cooper & Durham that he needed to send the check in.
Q. Did you wonder at the time why you were sending a check drawn on a Palmetto State account?
A. I did not because he gave it to me.
Q. Did you think about it at all?
A. No, sir, because it was not my business. I mean, it was not my business account.
Q. As the bookkeeper for J & P Enterprises -- and were you keeping books for any of Mr. Greene's other businesses?
A. No, sir.
Q. Just J & P Enterprises?
A. And Security.
Q. Okay. Well, as the bookkeeper for J & P Enterprises, did you never look to see where these checks were coming from or what they were being used for?
A. They were always noted as a loan to officer. I mean, on the balance sheet there was always -- and what it was --

279

where it came from -- where it came from and that Lamar would owe it back.
Q. Noted on what balance sheet?
A. J & P Enterprises' account.
Q. So you --
A. Like, even this check --
Q. So that check for Marble Works' taxes would have been listed on J & P Enterprises' books as a loan to officer?
A. Yes.
Q. Doesn't that mean when you note something on the books as a loan to officer that J & P Enterprises made the loan to its officer?
A. Yes.
Q. Okay. But that's not what was occurring there, was it?
A. No. It was made out to me, but it was actually put against Lamar so that he could repay -- he would have to repay Palmetto State the money that --
Q. Did you keep Palmetto State's books?
A. No, I did not.
Q. Then how do you know whether that was noted on Palmetto State's books as a loan to officer?
A. I do not. I said J & P Enterprises.
Q. Okay. So you're telling me that on J & P Enterprises' books that was noted as a loan to officer?
A. Yes.

280

Q. Okay. But J & P Enterprises didn't make that loan. That loan was made to J & P Enterprises; correct?
A. It was made as a loan from Palmetto State.
Q. From Palmetto State on J & P's books?
A. Yes.
Q. Okay. Assuming that's true then, did you ever have occasion to note a payment from J & P to Palmetto State on J & P's books?
A. I don't remember that.
Q. Did you never question at any course in the – some of these checks – the first check we looked at was '05. You worked there until February of '07. Did you never question why approximately two years had passed and J & P Enterprises had yet to make a single payment to repay the loan back to Palmetto State?
A. No, sir.
Q. Okay.
A. As I say, Lamar was in charge of this, and he would – he would ask us to disburse checks accordingly.
Q. If you don't mind, ma'am, turn to Page 6. That check is made out to J & P Enterprises for $6,500; correct?
A. That's correct.
Q. Is it drawn on Palmetto State's First Citizens account?
A. Yes.
Q. Who filled out that check?

281

A. I filled out the check, and he signed it.
Q. What was the purpose of that check?
A. To make a wire transfer to China.
Q. Did you know at the time that the check to J & P was from Palmetto State?
A. Yes.
Q. Did you ever question whether anybody had agreed to make that loan?
A. Lamar made the loan.
Q. Did you ever question – did you know Mr. Rodriguez and Mr. West?
A. Yes.
Q. Okay. Did you ever question whether they had agreed for Lamar to make that loan?
A. No, sir, I didn't.
Q. Let me ask you, when you kept the books and were sitting down to do accounts payable and you realized that J & P Enterprises didn't have enough money in its operating account to meet its obligations for the month, did you go tell that to Lamar?
A. Melissa or I did, yes.
Q. Okay. Tell me exactly how that worked in practice.
A. If he'd call in and ask us to make – wire transfers were usually written out on Mondays and given to us, and sometimes we would just hold the transfers to see if the

282

accounts receivable would come in. And if it didn't, we would let him know that we didn't get the money in to make the wire transfers.
Q. Do you believe that this check on Page 6 was written after either you or Melissa let Mr. Greene know that J & P Enterprises did not have enough money to meet its obligations?
A. Probably, yes.
Q. Okay. And so did you never question the propriety of a situation where you informed Mr. Greene that J & P Enterprises doesn't have enough money to meet its obligations and magically Mr. Greene produces a check drawn on an account from a completely unrelated business to pay J & P obligations?
A. Lamar also had the code and the ability to call in himself to see what was available in the checking account.
Q. And that may be so, ma'am, but you filled out this check; right?
A. I did. At his instructions, yes.
Q. Okay. And you knew what you were doing at the time that you filled out the check?
A. Yes, sir.
Q. It's the deposit slip – the deposit ticket on Page 4 and 5, is that your handwriting on that?
A. The only thing I have is a back of a copy.
Q. You don't have Page 4?

283

A. Oh, okay. Yes, that is my handwriting.
Q. That's your handwriting on the deposit slip?
A. Yes, sir.
Q. You wrote PAL.LLC, $6,500, on that deposit slip?
A. Yes.
Q. Okay. So it's fair to say you not only filled out the check at Mr. Greene's instruction, you took the check and deposited it into the bank yourself?
A. I didn't take – we have a courier that takes the money – or a driver.
Q. So you filled out the deposit ticket, you put it in the courier's hand, and you instructed the courier to take it and deposit it?
A. Yes.
Q. If you don't mind, ma'am, please turn to Page 9. Is that another check to J & P Enterprises in the amount of $8,900?
A. Yes.
Q. Is that drawn on a Palmetto State First Citizens account?
A. Yes.
Q. Whose handwriting is that?
A. Everything but the signature is mine.
Q. Okay. What was that check for?
A. A wire transfer to China.
Q. Why was that check written out of a Palmetto Properties

284

1 account to import parts from China?
2 A. At Lamar's instructions.
3 Q. You believe that check was written in response to
4 somebody going to Lamar and telling him that there was no money
5 to buy these parts in J & P's operating account?
6 A. He was there, yes.
7 Q. Okay. Page 7 is the deposit ticket.
8 A. Okay.
9 Q. Is that your handwriting?
10 A. No.
11 Q. Whose handwriting?
12 A. Melissa.
13 Q. That was the person who helped you with the books?
14 A. Yes.
15 Q. The next check then is on Page 12. Do you agree that's
16 another check to J & P Enterprises in the amount of $2,500?
17 A. Yes.
18 Q. Do you agree that's another check drawn on
19 Palmetto State's First Citizens account?
20 A. Yes, sir.
21 Q. Who filled that check out?
22 A. I did, with Lamar's signature, and he had written in
23 the amount.
24 Q. What is that check for?
25 A. Wire transfers to China.

285

1 Q. You realized at the time you filled that check out that
2 that was drawn on Palmetto State's account?
3 A. Yes.
4 Q. The deposit ticket on Page 10, ma'am, is that your
5 handwriting?
6 A. Yes, it is.
7 Q. I see a check for $2,500. I don't know what those
8 letters next to that mean.
9 A. Lamar Greene.
10 Q. Okay. So you actually noted on the deposit ticket that
11 that was money from Lamar Greene?
12 A. I did at that time, yes.
13 Q. Why did you note a check from Palmetto State
14 Enterprises to be Lamar Greene's money?
15 A. I don't know, sir.
16 Q. Did -- in your experience, did Lamar Greene treat
17 Palmetto's money as his own?
18 A. I don't know that.
19 Q. But that's your writing -- that's your "LG"; correct?
20 A. Yes, it is.
21 Q. Okay. If you don't mind, ma'am, turn to Page 13. That
22 is a check for Morgan & Bartos Builders, LLC, in the amount of
23 $17,500. Do you agree?
24 A. Yes, sir.
25 Q. And it's made out to Gaston Engineering. Can you see

286

1 that?
2 A. Barely, yes.
3 Q. All right. If you don't mind, turn to Page 14. Do you
4 agree that that is the back of that check?
5 A. Yes.
6 Q. Okay. Who actually endorsed that check?
7 A. It looks like I endorsed the check.
8 Q. Okay. Before, ma'am, you told me that you had never
9 heard of Gaston Engineering.
10 A. I don't remember Gaston Engineering. I just remember
11 him calling the office telling us that he was expecting a check
12 to come in from Morgan & Bartos, that he was in Columbia, and he
13 was paying -- I don't remember the name, but he was paying them
14 from his account and to deposit this in his own personal
15 account.
16 Q. Did you write the word "Gaston Engineering" on there?
17 A. I did.
18 Q. And you deposited that into Mr. Greene's own personal
19 account?
20 A. Personal account, yes.
21 Q. Can you explain to us how you came to endorse a check
22 on behalf of a company you'd never heard of and deposit that
23 into your husband's personal account?
24 A. Like I said, he called from Columbia saying that he was
25 paying a vendor. He had called and talked to Melissa, and she

287

1 told me and -- or talked to Melissa or I, and as near as I can
2 remember he did talk to Melissa and say -- tell her -- because
3 she was earlier than I was getting to work -- that he was
4 expecting a check from Morgan & Bartos and that was to go in his
5 own personal account and for me to put it in there, and he was
6 not close to a Palmetto bank.
7 Q. Did you know at the time what Morgan & Bartos was?
8 A. Morgan & Bartos were the builders for, I think,
9 The Spur. I'm not sure.
10 Q. Okay. But you knew it was for one of the condos?
11 A. I knew they were the contractors, yes.
12 Q. Okay. And I'll submit to you that they actually built
13 the one in Tuscaloosa. But you knew at the time that they were
14 builders for one of the Palmetto State condos?
15 A. Yes, sir.
16 Q. Page 17, ma'am, that's another check drawn on
17 Palmetto State's First Citizens account; correct?
18 A. Yes, sir.
19 Q. Made out to J & P Enterprises in the amount of $7,875?
20 A. Yes.
21 Q. What was that check for?
22 A. Wire transfer to China.
23 Q. For parts?
24 A. Yes, sir.
25 Q. Parts for J & P Enterprises?

288

A. Yes, sir.
Q. Who filled that check out?
A. I did, except the signature.
Q. At the time you filled that check out, did you know it was being drawn on a Palmetto State account?
A. Yes.
Q. The deposit ticket on Page 15, ma'am, is that your handwriting?
A. Yes, it is.
Q. Okay. Page 18, do you believe that to be a true and accurate copy of the signature card for the J & P Enterprises account at Clover Bank?
A. Yes, sir.
Q. Is that your signature second from the top?
A. Yes, sir.
Q. Okay. And you are one of only four people with signature authority on that account?
A. Yes.
Q. If you don't mind, ma'am, turn to Page 20.
MR. TALLEY: Your Honor, I hate to interrupt, but the copy of the exhibit I was given doesn't have a Page 18 or 19.
MR. PRICE: Want that one?
THE COURT: Has that been straightened out?
MR. TALLEY: Yes, sir. Just for whatever reason, I'm sure it was a copying error, it goes from 17 to 20 in the copy

289

had.
THE COURT: All right. Thank you.
EXAMINATION RESUMED BY MR. PRICE:
Q. Ma'am, turn to Page 20 in your exhibit, please. That is a check made to Clyde Turney Builders in the amount of $2,571.93. Do you agree with that?
A. Yes, sir.
Q. Dated June 15th, 2007?
A. Yes.
Q. Who filled out that check?
A. I filled out the check at Lamar's instruction.
Q. What was the check for?
A. Repair on the Gaffney home.
Q. What Gaffney home?
A. The residence -- Gaffney residence.
Q. Where you lived?
A. I didn't live there at the time. I was hurt, and I was in Clemson. This was after the car accident.
Q. But that was one of the homes you shared with Lamar Greene?
A. Yes.
Q. Is that the residence you considered to be your actual primary residence?
A. Yes.
Q. What account was that check drawn on?

290

A. Palmetto Properties.
Q. What did the repair work on your house in Gaffney have to do with Palmetto State business?
A. Not anything.
Q. And why was it that check was written on a Palmetto State account?
A. Lamar -- Lamar did it. It was at his instruction for me to fill it out.
Q. But you filled it out?
A. Yes.
Q. And you knew at the time that you were writing a check for remodeling work on your own personal home that you were writing a check from a Palmetto State account?
A. At that time I was very sick, and I -- yes, I probably do, but I did not hire the man or anything to do the work. He was trying to get some remodeling done to sell the house.
Q. There's a check on Page 21. Do you agree that that's a check to J & P Security drawn on a Palmetto State account in the amount of $11,000.
A. Yes, sir.
Q. When was that check dated?
A. 8 of '07.
Q. Okay. Who filled out that check?
A. I did.
Q. Who signed that check?

291

A. I did.
Q. Why did you sign Lamar's name to that check?
A. He called the house with Mike Brown being there in my presence asking me to write a check to J & P Security because he had written a check to pay invoices from the J & P Enterprises' account to -- and placed it in the security account for security work done for -- for Palmetto State Enterprises at The Spur for security work.
Q. If it was a check to repay J & P Enterprises, why was the check made out to J & P Security?
A. The check was written on J & P Security. The check was written on J & P Security. He paid J & P Security back with a J & P Enterprises check. I just got it mixed up. But that's what he did, and then the money was deposited in the J & P Security account to put the money back in.
Q. Okay. So do you know whether J & P Security provided any security services at The Spur?
A. Yes, I do.
Q. All right.
A. I understand they did, yes. Well, Tommy Biershank was the manager and at the time was turn in for the security.
Q. Is it possible then that some payments to J & P Security may have been for legitimate company purposes?
A. Repeat that, please.
Q. Is it possible then that some payments from

292

1 Palmetto State to J & P Security might have been for legitimate
2 Palmetto State purposes?
3 A. It was, yes.
4 Q. Was there ever a reason why payments to
5 J & P Enterprises would be for legitimate Palmetto State
6 business?
7 A. Repeat that, please.
8 Q. Is it ever – is there ever a reason why a payment to
9 J & P Enterprises would have been for a legitimate business
10 purpose of Palmetto State?
11 A. Are you saying, like, the wire transfers? Are you –
12 Q. Yes, ma'am. I'm asking what service could
13 J & P Enterprises have ever provided to Palmetto State that
14 would have been a legitimate benefit to Palmetto State?
15 A. I don't know that.
16 Q. Are you aware of anything?
17 A. No.
18 Q. Okay. Is it possible that you made the $11,000 check
19 out to J & P Security in the hopes that it wouldn't arouse the
20 same kind of suspicion that an $11,000 check to
21 J & P Enterprises would?
22 A. No, sir, because there were actually invoices covering
23 this amount. There were actually invoices.
24 Q. And at this time in August of 2007, was
25 J & P Enterprises still in bankruptcy, to your knowledge?

293

1 A. I don't know that.
2 Q. Okay. Well, I guess what I want – I'm trying to
3 understand is how did J & P Enterprises go from having cash flow
4 problems so severe that it was taking money from Palmetto State
5 to buy parts, but now apparently was floating Palmetto State an
6 $11,000 loan?
7 A. What do you mean floating Palmetto State an $11,000
8 loan?
9 Q. Well, ma'am, what does the memo say on that check?
10 A. Check deposited from Palmetto to repay checks written
11 by Lamar for Palmetto.
12 Q. I'm talking about the "for" line on the front of that
13 check.
14 A. What's the check number?
15 Q. 21, ma'am, Page 21.
16 A. Loan repayment to J & P Enterprises.
17 Q. Okay. So, on the face of that check, we have to assume
18 that you wrote a check to J & P Security to repay a loan from
19 J & P Enterprises to Palmetto State?
20 A. Well, I – he could have written – he had written a
21 check to deposit from J & P Enterprises into a security account
22 that could have been – I'm just really not familiar with that
23 now. I do see the check on the back of it where it was made out
24 to J & P Enterprises from security account –
25 Q. And it says –

294

1 A. – on Page 23.
2 Q. And it says, check deposited from Palmetto Property to
3 repay ENT, I think Enterprise checks, written by LG, I think
4 Lamar Greene, for PAL.PROP, which I guess means Palmetto
5 Property bills. Do you agree that's what that says?
6 A. Yes.
7 Q. Okay. So do you agree that this check was allegedly
8 written to repay J & P Enterprises for an $11,000 loan that it
9 apparently made to Palmetto State?
10 A. I don't think it was for – well, it was a
11 reimbursement, I think.
12 Q. Okay. A reimbursement. And so I guess what I'm trying
13 to understand, and maybe you can answer this question and maybe
14 you can't, but how in a year's time did J & P Enterprises go
15 from having cash flow problems so severe that it was taking
16 money from Palmetto State to buy parts, then filed bankruptcy,
17 to then being so flush with cash that it was paying $11,000 to
18 Palmetto State bills?
19 A. Accounts receivable come in – I mean, we –
20 J & P Enterprises did get – have accounts receivable coming in.
21 Q. When you did the spreadsheet of checks and did some
22 work to provide information to Mr. Olson –
23 A. Yes, sir.
24 Q. – were you able to go back and identify what bills –
25 what specific bills J & P Enterprises paid for Palmetto State?

295

1 A. Honestly, I was doing it hurriedly because it had to be
2 done, like, the next day, and I worked during the night.
3 Q. So that's a no?
4 A. I don't know.
5 Q. Okay. I have just one more question, Ms. Greene, and
6 then I'm going to leave you alone. Did you never realize – did
7 you ever think any of the times that you were writing checks
8 from Palmetto State accounts to pay for your own personal
9 business or for work to your personal home that at the end of
10 the day you might have been stealing money from somebody?
11 MR. TALLEY: Objection, Your Honor.
12 THE WITNESS: No, sir, I did not.
13 MR. TALLEY: Objection to the question. It's
14 irrelevant as to –
15 THE WITNESS: I did not steal any money.
16 MR. TALLEY: – whether she thinks it's stealing money
17 or not. I've let him have great liberty in his questions this
18 morning, quite frankly, but –
19 THE COURT: If you could rephrase the question.
20 MR. PRICE: Okay.
21 EXAMINATION RESUMED BY MR. PRICE:
22 Q. Did you ever think at any point when you were filling
23 out checks drawn on Palmetto State Enterprises for your own
24 personal business, like remodeling your own personal home, that
25 you were stealing money from somebody?

296

1 A. I did not.
2 MR. TALLEY: Same objection.
3 THE COURT: I'm going to allow it.
4 THE WITNESS: No, sir, I did not.
5 MR. PRICE: Thank you, ma'am. I have no --
6 THE WITNESS: This was Lamar's business. I never stole
7 any money from Palmetto State.
8 EXAMINATION RESUMED BY MR. PRICE:
9 Q. You knew enough to know where the checks you were
10 writing -- what accounts they were drawn on, did you not?
11 A. I did, but I never signed -- I never stole money from
12 them.
13 MR. PRICE: Thank you, ma'am. No further questions.
14 THE COURT: All right. Your witness.
15 MR. TALLEY: Thank you, Your Honor.
16 EXAMINATION BY MR. TALLEY:
17 Q. Ms. Greene, were you familiar with Lamar's pay
18 structure from Palmetto State? And what I mean by that is, did
19 you know how he was to be paid by the LLC for work he was doing?
20 A. He did mention that they had agreed to pay him $10,000
21 a month.
22 Q. And when he would get paid from Palmetto State, would
23 that money go into a joint checking account that you all had?
24 A. No, sir.
25 Q. Never went into a joint account?

297

1 A. No, sir.
2 Q. Would you know when and if he got paid $10,000 a month?
3 A. No, I would not.
4 Q. How much time did he devote to Palmetto State's
5 business?
6 A. A lot.
7 Q. Was he on the road a lot?
8 A. Yes.
9 Q. Would drive his car most of the time?
10 A. Yes, sir.
11 Q. Sometimes they'd travel by air?
12 A. Yes, sir.
13 Q. Is there a lot you've learned about Lamar since his
14 passing?
15 A. Yes, sir.
16 Q. The fact that he had another child, did you ever know
17 that while he was alive?
18 A. No.
19 Q. And you testified you weren't involved in the
20 day-to-day operations of Palmetto State's business; is that
21 correct?
22 A. He and Mike Brown were.
23 Q. Now, you had an accident in January.
24 A. February.
25 Q. February. I'm sorry. Is it correct that that required

298

1 you to have numerous surgeries and be hospitalized for a long
2 period of time?
3 A. Yes, sir.
4 Q. And during your recovery you actually spent more time
5 at the 144 Riverpoint in Clemson than you did in Gaffney;
6 correct?
7 A. To go to rehab, yes.
8 Q. Okay. Was Mike Brown there a good bit of the time in
9 Clemson?
10 A. Always.
11 Q. Always.
12 A. Yes.
13 Q. Was he spending the night there?
14 A. He spent the night at the Towers, and he ate with us
15 every meal.
16 Q. And would that have been from the time period of
17 February of 2007 when you had that accident until August of '07,
18 let's say?
19 A. September.
20 Q. September. He moved out in September?
21 A. Yes.
22 Q. Is that when he took over the company basically?
23 A. Yes.
24 Q. But your testimony is that for the majority of 2007
25 Mr. Brown was a constant figure in your life?

299

1 A. Yes, he was, every day.
2 Q. And was he there doing Palmetto State business?
3 A. Yes.
4 Q. Were you aware he was being paid at the same time?
5 A. I do remember him saying that he was going to be paid,
6 yes.
7 Q. Did he leave --
8 A. And he mostly -- he mostly did all the spreadsheets and
9 did all -- everything as far as the computer was concerned.
10 Q. When you say regarding the computer, was he familiar
11 with the books of Palmetto State during that time, to your
12 knowledge?
13 A. Yes, sir, he was.
14 Q. In fact, wouldn't they spread everything out on your
15 dining room table and sit in there and figure out what they were
16 going to do next?
17 A. Hours and hours and hours, yes. And Mike would be
18 there without Lamar being there.
19 Q. And that was from February 2007 to September of 2007?
20 A. When I was there, yes.
21 Q. And it could have been before then because you were
22 living in Gaffney; correct?
23 A. That's correct.
24 Q. All right. Do you still have Exhibit 10?
25 A. Yes.

300

Q. Okay. If you'll look at what's marked Page 1, the check for $4,300.
A. Yes.
Q. You testified that you wrote that out, but Lamar signed it.
A. That's correct.
Q. All right. This money, did it go into a personal bank account of yours?
A. No, it did not.
Q. All right. And where it says Ascotech, did you write that?
A. Yes, I did.
Q. And Ascotech did business with J & P Enterprises?
A. A company from China.
Q. Okay. On the next page, a check for $2,000 you wrote J & P Enterprises, Inc.?
A. Yes.
Q. And on the back of that check it says, deposit only J & P Enterprises, Inc.?
A. Yes.
Q. Okay. The next page, a $4,000 check, in the memo line did you write that out?
A. I did.
Q. Did this money have any benefit to you?
A. No, sir, because --

301

Q. Did you deposit and retain it?
A. I did not retain it. I got a certified check, and I tried to get a copy of the certified check from Palmetto Bank, but she told me the copy had either been lost or destroyed, from Lisa Harris.
Q. And on the next page, is that your writing indicating the source of the 2,500 and the 6,500 deposit?
A. Yes.
Q. Okay. PAL.LLC, that means Palmetto State, LLC?
A. Yes.
Q. Page 6, did you fill out the memo line of that $6,500 check?
A. Yes.
Q. And it says, loan to J & P Enterprises?
A. That's correct.
Q. And at the bottom of that page, it says, deposited to J & P Enterprises' account?
A. Yes, sir.
Q. On the next page, you wrote -- wait, is that your writing?
A. No. That's Melissa's writing.
Q. Melissa that worked with you?
A. Yes.
Q. And it says PALP. You believe that to mean Palmetto Properties?

302

A. Yes.
Q. And on Page 9, did you fill out the memo part of that check that says, China, Asco, Y-e-a, something and something else?
A. Yes. It was two different companies in China.
Q. All that did business with J & P Enterprises?
A. Yes.
Q. And on the back it was deposited into a J & P Enterprises account?
A. Yes.
Q. And then the next deposit slip, you testified that the LG was an indication for Lamar Greene?
A. Yes. I guess I did that because I felt like it was part of his company.
Q. And on Page 12, Check 1303, did you write in the memo line of that check "China"?
A. Yes.
Q. On Page 13, that's the Gaston Engineering check. If you look at Page 14, the account that was deposited in ends 9006. Was that Lamar's personal account at Palmetto Bank?
A. Yes.
Q. Did you receive any of the $17,500?
A. No, sir.
Q. Do you know what happened to the $17,500?
A. Like I said, he said he was paying a vendor in Columbia

303

for doing work with his own personal check and to deposit it into his account, and all I remember was the Morgan & Bartos part. I don't remember the Gaston Engineering.
Q. And you thought Morgan & Bartos was the contractor at The Spur --
A. Yes.
Q. -- in Columbia? On Page 15, did you fill out that deposit slip?
A. Yes.
Q. And did you write PAL State as the source of those funds?
A. Yes.
Q. And then on Page 17, Check 1322, the memo portion of that check, Ascotech, is that your writing?
A. Yes, it is.
Q. We'll stop there. Ms. Greene, you realize when you write a check you create a written record of something; correct?
A. That's correct.
Q. All right. So if it was your intent to convert funds, why would you put in the memo portion exactly what it was going to?
A. I wouldn't.
Q. In fact, all the checks that we just looked at -- I think you testified that it was put in the J & P books as a loan; is that correct?

304

A. Yes.
Q. To your knowledge, was there ever a demand from Palmetto State for repayment of that loan?
A. No, sir.
Q. As we sit here today, do you know if there's been a demand for that repayment?
A. No, sir.
Q. Have you been served any other lawsuit other than the one you're here testifying in today seeking repayment of these funds?
A. No, sir.
Q. So it was your intent on all the checks we just looked at in Exhibit 10 to credit that, so to speak, to Palmetto State; is that correct?
A. Yes.
Q. And that's why you wrote that on deposit slips, and that's why you filled out the memo portion of the checks as you did; correct?
A. That's correct.
Q. Did you have any intent to hide what was going on?
A. No, sir. I had no reason.
Q. Were you just doing what you were told?
A. Yes, sir.
Q. And all of the checks that we just looked at, did you receive any personal benefit from any of those moneys?

305

A. Never.
Q. Never went into your account?
A. No.
Q. Let's look at Page 20 of that same Exhibit 10. Here it is. In June of 2007, did you write this, "made payable to Clyde Turney Builder"?
A. Yes, sir.
Q. Who instructed you to do that?
A. Lamar.
Q. And at that time you were living in Clemson; correct?
A. Yes.
Q. Was Mr. Brown living with you at that time?
A. He was there -- he was there all the time.
Q. He ever say anything about this check at that time?
A. No, sir.
Q. And then on Page 21, this check to J & P Security, it says "deposit to J & P Security." Did that -- what account did that get deposited into?
A. Into J & P Security's account.
Q. It didn't go into your personal account?
A. No, sir. It was for deposit only for J & P Security.
Q. Were you ever paid by J & P Security?
A. I have received checks from them, but not -- for doing some work at home, yes. Not a lot.
Q. Did you ever get paid for any J & P Security work on a

306

condo project?
A. No, sir.
Q. And I think you testified earlier that you did invoicing for J & P Security?
A. Susan mainly did the invoicing when she was there, or Melissa. Sometimes I would help just according to how busy we were.
Q. I want to show you --
A. I did a lot of J & P Security invoicing, yes.
Q. All right. Well, let me show you what I represent to you is a stack of J & P Security invoices, and my question initially is, are you familiar with those documents?
A. I am.
Q. And, in fact, isn't that your handwriting on several of the first ones that says "not paid"?
A. Yes.
MR. TALLEY: Your Honor, I'd move these in collectively as Defendants' 2.
(Thereupon, Defendants' Exhibit Number 2 was admitted into Evidence.)
EXAMINATION RESUMED BY MR. TALLEY:
Q. Ms. Greene, I'm going to hand you back what's now been marked as Defendants' Exhibit 2. And the first invoice -- and I'll represent to you there's three here made payable to the -- or billed to The Spur Homeowners' Association. Are you familiar

307

with that entity?
A. I am.
Q. What is The Spur Homeowners' Association?
A. Well, this is before -- when all the homeowners were coming in for the ball games, they wanted security there because of people parking in their parking spaces, and they asked for security.
Q. Okay. So is it your testimony that --
A. That's what I was told.
Q. -- even after construction J & P Security was providing security services for the residents of The Spur?
A. Yes, sir, yes.
Q. And prior to that, if you look through Exhibit 2, there are invoices from J & P Security to Palmetto State Enterprises; is that correct?
A. Yes.
Q. And they're marked "paid"?
A. Yes.
Q. Would that be through the check in Exhibit 10?
A. Yes, sir.
Q. You testified earlier that you dealt with a Lisa -- I forget the last name --
A. Harris.
Q. -- Harris at Palmetto Bank.
A. Yes, sir.

308

1 Q. And what was the substance of your dealings with her?
2 A. I called her to get the copy of this wire transfer that
3 was made to Marble Works -- to the IRS from Marble Works.
4 Q. And is she the one that -- strike that.
5 A. I did have a copy of her e-mail, but --
6 Q. And so do I, somewhere.
7 MR. TALLEY: I'm sorry, Your Honor. I beg the Court's
8 indulgence one second.
9 THE COURT: Yes, sir.
10 EXAMINATION RESUMED BY MR. TALLEY:
11 Q. Is your understanding, based on the e-mail that you
12 received, that the check had to be made payable to you in order
13 for you to get the wire?
14 A. Yes.
15 Q. Is that why that check was made to you for $4,000?
16 A. Yes. Most banks require it to come from your bank, or
17 they won't initiate a certified check or money order.
18 Q. You mentioned a gentleman named Tommy Biershank.
19 A. Yes, sir.
20 Q. How do you know Mr. Biershank?
21 A. He was managing J & P Security.
22 THE COURT: In case this hasn't already been spelled,
23 can you spell Biershank for the record?
24 MR. TALLEY: Yes, sir. I'm sorry. On Exhibit 1, it's
25 spelled, B-i-e-r-s-h-a-n-k.

309

1 THE WITNESS: That's correct.
2 THE COURT: Okay.
3 EXAMINATION RESUMED BY MR. TALLEY:
4 Q. And was Mr. Biershank involved with J & P Security at
5 the time J & P Security was doing work for Palmetto State's --
6 A. Yes.
7 Q. -- properties?
8 A. Yes.
9 Q. So you would expect to see checks to Mr. Biershank from
10 Palmetto State?
11 A. He was paid through -- he was paid through
12 J & P Enterprises.
13 Q. Okay. Was he also doing work at The Spur?
14 A. He would be there some, I think. I'm not sure.
15 Q. Did he coordinate the --
16 A. Staff.
17 Q. -- people that would be on the site to do the work?
18 A. Yes.
19 Q. And when you say he was paid through J & P, did
20 J & P Security do other security work besides Palmetto State's
21 businesses?
22 A. Yes, they did. He was paid through J & P Security,
23 yes.
24 Q. Okay. And part of his work would have been on
25 The Spur?

310

1 A. Yes.
2 Q. Did you ever go to The Spur site before it was built in
3 Columbia?
4 A. Yes -- no, not -- after it was under construction.
5 Q. Okay. So you never saw the raw land --
6 A. No.
7 Q. -- before construction began? Okay.
8 When Lamar and Rich and Ron would go on their
9 Palmetto State trips, did you ever go?
10 A. No, sir.
11 Q. When Lamar would drive to Tuscaloosa or Blacksburg to
12 visit these sites, how many times do you anticipate you -- how
13 many times would you say you went with him on those trips?
14 A. I only went one time to Blacksburg, and that was on the
15 way back from a ball game.
16 Q. Did you ever go to Tuscaloosa?
17 A. I went for the opening ceremony, and I went to one ball
18 game.
19 Q. In Tuscaloosa?
20 A. Yes.
21 Q. And --
22 A. But I think that was at the time that I went to the
23 ball game as well. Once.
24 Q. One trip?
25 A. Yes, sir.

311

1 Q. Okay. So -- all right.
2 During your time of employment with J & P Enterprises,
3 who was in charge?
4 A. Lamar and Jeff.
5 Q. If you needed any type of approval on these wires we've
6 talked about, who would that come from?
7 A. They were always -- the wire transfers were always made
8 up by them in a meeting to determine what they needed with the
9 stock clerk and the manager and Jeff and Lamar.
10 Q. Was that ever a decision you made individually?
11 A. And salesmen.
12 Q. Was that ever a decision you made individually?
13 A. To make the wire transfers?
14 Q. Right.
15 A. No, sir.
16 Q. What do you recall about the beginnings of
17 Palmetto State Enterprises? Were you ever part of any
18 discussions before this entity was launched?
19 A. No, sir.
20 Q. Do you know what the initial source of funds was for
21 Palmetto State Enterprises?
22 A. I don't -- I don't know. I think they -- I think they
23 borrowed money.
24 Q. And would that have been to build the project in
25 Columbia initially?

312

A. Yes, sir.
Q. Prior to that, do you have any knowledge of personal funds Lamar put into the company?
A. I'm not sure, but I think there may have been, yes.
Q. Do you know what those funds would have been used for?
A. I'm not sure if his – I know that he – he cashed into life insurance policies, and I'm sure he used that cash value.
Q. Do you know when he did that?
A. I don't.
Q. Do you know –
A. And I don't know – I know we had a condo at Hilton Head that was sold, but I don't know where those funds – it went to some project.
Q. When did you sell the condo in Hilton Head?
A. I cannot give you a year.
Q. I'm sorry. What was your answer?
A. I cannot give you a year that that was sold.
Q. Do you know what the cash value of the life insurance was at the time it was cashed in?
A. I cannot tell you because I didn't see it.
Q. Okay. Would that have been something that went into his personal account?
A. Yes, sir.
Q. Do you know a gentleman named Al Bell?
A. Yes, sir.

313

Q. How do you know Mr. Bell?
A. I met him once at the house, and then he came to the hospital.
Q. While you were in the hospital after your accident?
A. No. He came to see Lamar when he was in the hospital.
Q. When he was in the hospital after his heart surgery?
A. Yes.
Q. Okay. Do you remember when you met him at the house?
A. He just came by, but it was just a hello.
Q. Do you know if he was involved in any way with Palmetto State's business?
A. I don't know that.
Q. Do you have knowledge of any moneys that Lamar may have paid him personally for his work with Palmetto State?
A. I think on the spreadsheet there was some – there were some checks to Al Bell. I'm not sure.
Q. And were those checks that were written from Palmetto State, or were they checks that Lamar had personally invested into the company?
A. I don't know that.
Q. Do you recall in doing the spreadsheet what – what moneys you showed that Lamar had personally invested into the company?
A. It's been so long I don't remember.
Q. Were there moneys shown that he had personally

314

invested?
A. I think so.
Q. Do you remember the dollar value of that?
A. No, sir.
Q. Do you remember what it was for?
A. No, sir.
MR. TALLEY: Sorry, Your Honor.
EXAMINATION RESUMED BY MR. TALLEY:
Q. Do you know when Mr. Greene started drawing a salary from Palmetto State?
A. I don't know the date, but I know that he said it was discussed with Rich and Ron that he should be paid for all the travel and time that he spent in the company.
Q. So is it your understanding that at the time that discussion took place he had already been traveling and doing company business?
A. Without pay, yes.
Q. Do you know when he started this Palmetto State vision the year?
A. I don't know the year, no, I don't.
Q. But it's your understanding that there was work that had been done prior to him being paid anything from Palmetto State?
A. Yes.
Q. How many months do you think that was?

315

A. Probably a lot. I just don't remember.
Q. About a year?
A. At least.
Q. Was he on the road a lot during that time?
A. All the time.
Q. And what was he doing, to your knowledge, at that point?
A. Trying to line things up.
Q. Looking for land?
A. Looking for land. He really had a vision for things like that.
Q. When the contract was put on the land in Columbia, did you know about that?
A. No, sir.
Q. Do you know if a loan had been taken out at the time that land was put under contract?
A. I didn't know anything about the financial part of any of Palmetto State.
Q. All right. Did you ever see any of Lamar's personal bank statements?
A. Maybe once in a while, yes.
Q. Do you know where his personal bank account was?
A. He had one at Palmetto, and he – at First Citizens at one time.
Q. I want to show you a check, Ms. Greene, and ask if you

316

1 recognize this Check Number 879 drawn on a Palmetto bank
2 account. Have you ever seen that before?
3 A. No, sir.
4 Q. You haven't seen it?
5 A. No, sir.
6 Q. Okay. I want to show you this check, Check 1003, made
7 to Al Bell. Have you ever seen that check before?
8 A. No, sir.
9 Q. Is that your writing right above the check?
10 A. This was something to do – yeah, it is a personal
11 check, but I don't remember – I don't know why I was asked to
12 do that.
13 Q. And is this your writing under this other check?
14 A. Yeah, company paid check – paid personal check. I
15 don't remember these, but that is my writing there.
16 Q. Okay. And do you recall, looking at that document,
17 what those notes you made would have been for?
18 A. I don't – I don't know. I don't know their
19 relationship, and I don't know – maybe this is something he
20 asked me to do when all these things came about, that he had
21 paid personal checks – he pulled these out to show me. I don't
22 know.
23 Q. And what – where you've written "paid personal check,"
24 what was that going to pay?
25 A. Now, I don't know that.

317

1 Q. Who's that check –
2 A. He paid Al Bell a personal check –
3 MR. PRICE: Your Honor –
4 THE WITNESS: – and I don't know if Al Bell –
5 MR. PRICE: Your Honor, objection.
6 THE COURT: Hold on, ma'am. Ma'am, let them –
7 MR. PRICE: I think it's well-established she has no
8 personal knowledge of the exhibit. There's been a whole lot –
9 THE COURT: I gave you a little more leeway, so I gave
10 him a little more leeway.
11 MR. TALLEY: As to that, Your Honor, I would just state
12 she's identified her handwriting on the document. She can use
13 that to refresh her recollection.
14 THE COURT: Okay. And if she can refresh her
15 recollection with that, that's appropriate.
16 EXAMINATION RESUMED BY MR. TALLEY:
17 Q. So, looking at that document and seeing those checks,
18 does that refresh your recollection as to what that might be?
19 A. I don't know. I don't know, unless this was something
20 that he was going to take to Mr. Olson's office showing that he
21 had paid Al Bell for – I don't know what Al Bell did.
22 Q. Okay. When you – when you were doing the spreadsheet
23 you referenced earlier, did that involve compiling a lot of
24 checks and making copies of documents?
25 A. It did. But I think it was mostly from a

318

1 Palmetto State –
2 Q. Okay.
3 A. – account.
4 Q. And this –
5 A. I'm not sure about this.
6 Q. This is a Palmetto State check for $10,000.
7 A. Okay. And this is a personal check.
8 Q. For how much?
9 A. 83,000.
10 Q. And they're both made to Al Bell?
11 A. Yes.
12 Q. So you think that's something you just compiled because
13 Lamar asked you to?
14 A. Evidently, Al did something for The Spur, because I
15 don't think he would have sent Lamar back a letter.
16 MR. PRICE: Your Honor, I object. Now we're just
17 backdooring in the substance of the exhibit that we can't
18 authenticate.
19 THE COURT: If she doesn't recall, then move on.
20 MR. TALLEY: All right.
21 EXAMINATION RESUMED BY MR. TALLEY:
22 Q. Do you recall, looking at that and what you were just
23 saying about the substance of that letter, what those payments
24 would have represented?
25 A. I don't.

319

1 Q. Okay.
2 MR. TALLEY: No further questions.
3 THE COURT: Mr. Hunt?
4 MR. HUNT: If it please the Court, Your Honor.
5 EXAMINATION BY MR. HUNT:
6 Q. Mrs. Greene, I'm going to show you one of a series of
7 checks.
8 MR. HUNT: I showed you this yesterday.
9 MR. PRICE: Your Honor, we're about to attempt to
10 discuss evidence that Ms. Greene just testified having no
11 personal knowledge to.
12 THE COURT: Well, let me see where Mr. Hunt's heading
13 with it.
14 EXAMINATION RESUMED BY MR. HUNT:
15 Q. I'll show you a check numbered 879 on there, the one
16 for $40,000.
17 A. William Taylor; is that correct?
18 Q. Yes, ma'am. And what does it say at the bottom of
19 that?
20 MR. PRICE: Your Honor, we're backdooring in the –
21 THE WITNESS: Columbia –
22 MR. PRICE: – substance of the check.
23 THE COURT: Hold on please, ma'am.
24 MR. PRICE: We're – he's attempting to backdoor in the
25 substance of an exhibit that can't be authenticated.

320

1 MR. HUNT: Your Honor, she –
2 THE COURT: All right. Let me point out to both of you
3 all, I don't have a clue what the document is. So I am at a
4 great disadvantage by not knowing what you all are arguing over.
5 So do you have a copy for the Court?
6 MR. HUNT: Yes, Your Honor. I'm sorry. I apologize.
7 THE COURT: Thank you.
8 MR. HUNT: Thank you, sir.
9 THE COURT: All right. And which check are you
10 referring to?
11 MR. HUNT: The one for $40,000. I think it's 879,
12 Your Honor.
13 THE COURT: Okay. If she has any personal knowledge,
14 then she has the right to testify about it.
15 MR. HUNT: Thank you, sir.
16 EXAMINATION RESUMED BY MR. HUNT:
17 Q. What is that – you – I think I heard you testify that
18 the Palmetto Bank was what your husband used as his personal
19 account; is that not right?
20 A. Yes.
21 Q. And, as you look at that check, it's made out for how
22 much?
23 A. $40,000.
24 Q. And to whom is it made?
25 A. William Taylor.

321

1 Q. Yes, ma'am. And what does it say in the memo line?
2 A. "Columbia property."
3 Q. And what else does it say on there?
4 MR. PRICE: Your Honor, I object. He still hasn't
5 asked her whether she has personal knowledge. When Mr. Talley
6 asked her that, she said she didn't know what it was for.
7 THE COURT: I think there does have to be some
8 foundation laid if you're attempting to introduce this check.
9 MR. HUNT: Well, Your Honor, the foundation – the
10 only – he's deceased and she was his wife. The foundation I'm
11 trying to lay is – since I don't have anything else to do – I
12 don't have any other way by which I can get it authenticated –
13 is to – that she knew his signature, she knew – and she knew
14 that was his banking account, et cetera.
15 THE COURT: If she knows the purpose of this check,
16 then it is relevant. If she does not know the purpose of the
17 check, then I sustain the objection.
18 THE WITNESS: It says "Columbia property," but I can't
19 read what's under it. I can't make that out. It's so tiny, I
20 can't make that out.
21 EXAMINATION RESUMED BY MR. HUNT:
22 Q. Well, let me ask you this: Was this about the time
23 when Mr. Greene was getting started into the business with
24 Palmetto State?
25 A. What's the date on that check?

322

1 Q. This check was dated August 30th of 2004.
2 A. That's a possibility, yes.
3 Q. And is that – can you decipher down there what that –
4 one of the words on there is –
5 MR. PRICE: Same objection, Your Honor. We can
6 either –
7 THE COURT: If she can identify it, she can testify,
8 but you can't suggest to her what this is for or what the
9 writing is.
10 MR. HUNT: Thank you, Your Honor.
11 THE COURT: Ms. Greene, do you have any idea what check
12 879 is for?
13 THE WITNESS: I don't.
14 THE COURT: Okay. That's fine.
15 THE WITNESS: Just what I see, "Columbia property."
16 THE COURT: All right. Thank you, ma'am.
17 EXAMINATION RESUMED BY MR. HUNT:
18 Q. Did your husband – did your husband purchase any
19 Columbia property in 2004?
20 A. I don't know if he made a down payment or something. I
21 don't know that.
22 Q. But did he – did he have any other property in
23 Columbia, South Carolina, other than The Spur?
24 A. I don't know if he did. No, I don't know.
25 Q. Do – all right.

323

1 A. I don't think so.
2 Q. Okay. You do not think so. And that's your opinion?
3 A. That's right.
4 Q. All right. So if there's a check that was made payable
5 in 2004 for Columbia property which might very well – in your
6 opinion, could that have been the down payment for The Spur?
7 MR. PRICE: Your Honor, that's a question involving
8 something that's not even in evidence.
9 MR. HUNT: Well, that's why I'm trying to get it in
10 evidence, Your Honor.
11 MR. PRICE: You're speculating –
12 THE COURT: It seems like you're kind of trying to do
13 an end run around in asking her things that she says she doesn't
14 know.
15 MR. HUNT: And I understand, Your Honor. I'm – I'm
16 here, Your Honor –
17 THE COURT: I know. We're seeking truth and justice
18 and all that. If you have any more questions, ask them and
19 let's move on.
20 MR. HUNT: Thank you, sir.
21 EXAMINATION RESUMED BY MR. HUNT:
22 Q. Did he buy any other – did he buy – again, my
23 question, did he buy any other property in Columbia,
24 South Carolina?
25 A. Not to my knowledge.

324

1 Q. All right.
2 MR. HUNT: Your Honor, I'd offer again that this check
3 is a -- is a -- is part of --
4 THE COURT: You may proffer it, but there's no
5 foundation for it to come in.
6 MR. HUNT: All right. That's what -- I will proffer
7 it.
8 THE COURT: Yes, if you'll mark it as a proffer,
9 please, ma'am.
10 (Thereupon, Estate's Exhibit Number 2 was marked for
11 Identification.)
12 THE COURT: And, for the record, she doesn't know what
13 it's for, so I just think it is not an appropriate piece of
14 evidence for the Court to consider. But certainly for appeal
15 purposes -- the appellate court may view it different. So
16 that's why it's being proffered.
17 MR. HUNT: Thank you.
18 EXAMINATION RESUMED BY MR. HUNT:
19 Q. I think I heard you testify a while ago that Mr. Brown
20 came into the LLC -- the management of the company in early
21 2007; is that not right?
22 A. I'm not sure about the year, but I know that I was told
23 that Rich Rodriguez sent him into --
24 Q. Right.
25 A. -- the LLC.

325

1 Q. Do you recall, and I heard you testify to the fact,
2 there was lots of work that was done around your dining room
3 table there in Clemson; is that not right?
4 A. Every day.
5 Q. Every day.
6 A. Every day that I was there when I was sick, yes.
7 Q. And did you -- did you ever see evidence of the books
8 and the journals and those sorts of things of this business
9 spread out around the table?
10 A. I did see them spread out, yes.
11 Q. Checks and --
12 A. I didn't look in there because I was never -- I
13 couldn't walk. I was in a wheelchair and on a walker.
14 Q. So you don't know whether they were looking at checks
15 or books of deposit or anything -- any of those things?
16 A. No, sir.
17 Q. But you did know they were trying to create -- they
18 were trying to and did create The Spur down in Carolina and then
19 the other condominium at -- over in Tuscaloosa; is that not
20 right?
21 A. Yes, sir.
22 Q. And there was a lot of work involved in these
23 businesses, were there not?
24 A. Evidently, yes, yes, sir.
25 Q. And do you remember when he -- did you ever -- were you

326

1 ever told when his compensation would start from this LLC?
2 A. No. It had already started when he told me.
3 Q. He had already -- but was he --
4 A. He had already -- he said that they discussed it, Ron
5 and Rich, because he was traveling so much and always on the
6 road.
7 Q. Right. And so he -- and so he started -- was -- do you
8 know whether or not he was to receive compensation from the
9 onset of the LLC or from another date? Do you know?
10 A. I don't know that. I don't know that. I cannot
11 honestly answer that.
12 Q. With all these checks made to -- from Palmetto to
13 J & P --
14 A. Yes, sir.
15 Q. -- and from other transactions, the point was made a
16 while ago that they were, in fact, made by check, were they not?
17 A. Yes, sir.
18 Q. Did you receive sums of cash from Palmetto --
19 A. No, sir.
20 Q. -- to J & P?
21 A. No, sir.
22 Q. So there was a clear -- there was a pretty clearly
23 marked record, was there not?
24 A. Yes, sir.
25 Q. And most everything you did and the things that you

327

1 worked with there was a record thereof, was there not?
2 A. Yes, there was.
3 Q. There's a Plaintiff's Exhibit Number 1. I think you
4 have a copy of it there.
5 A. Right here.
6 Q. I'd like to ask you some questions about some of the
7 things on there. The first series, Numbers 11 -- Page 1, and
8 we've got it indicated as Number 11, 12, through -- probably
9 like -- there's several individuals there called "labor on
10 The Spur." Do you know anything about that labor expended on
11 The Spur?
12 A. No, sir.
13 Q. Down on number -- do you recall during this period of
14 time in early 2005 -- had -- do you know whether or not the
15 property in Columbia had been put under contract, purchased, or
16 anything of the sort?
17 A. I don't.
18 Q. Do you remember when the property in Columbia was, in
19 fact, purchased?
20 A. I do not.
21 MR. HUNT: I don't think I have any further questions.
22 THE COURT: Any other questions?
23 MR. PRICE: Yes, Your Honor, brief redirect.
24 REEXAMINATION BY MR. PRICE:
25 Q. Ms. Greene, earlier you testified that you don't think

328

1 that there was ever a demand for repayment made to
2 J & P Enterprises. Do you remember that?
3 A. Yes.
4 Q. What do you think this lawsuit is?
5 A. I haven't heard a demand for payment.
6 Q. Okay. In terms of seeing Mike Brown and Lamar Greene
7 and whoever working around the dining room table, do you have
8 specific knowledge what Mike Brown had access to in terms of
9 bank records or books or things like that?
10 A. Everything, I would assume.
11 Q. You're assuming. Do you know that to be the case?
12 A. Everything was in there.
13 Q. What was everything?
14 A. The file cabinet, bank statements.
15 Q. How do you know what was in the file cabinet?
16 A. Because I was asked to put something in there once, and
17 he had it in order.
18 Q. So you had access to the bank records.
19 A. I could have if I'd have wanted to, but at the time I
20 was not able to do anything. I was in a wheelchair.
21 Q. Yes, ma'am. I'm trying to figure out what you –
22 whether or not you know exactly what Mike Brown had access to in
23 terms of reviewing the books of Palmetto State.
24 A. Mike had bank statements on the table.
25 Q. How do you know that? Did you see them?

329

1 A. I had to go out the front door.
2 Q. But you just told Mr. Hunt that you never saw what they
3 were looking at on the dining room table.
4 A. Well, you could see things like bank statements,
5 folders, envelopes, checkbooks.
6 Q. Okay. You testified that Lamar Greene kept a lot of
7 things from you while he was alive.
8 A. Yes, he did.
9 Q. Okay. Is it possible that Lamar Greene kept a lot of
10 things from Mike Brown while Mike Brown was alive?
11 A. I don't know that.
12 Q. Is it possible?
13 A. I don't know that. I can't agree with you because I
14 don't know that.
15 Q. Okay. But you do know that Mr. Greene kept a lot of
16 things from his own wife.
17 A. Yes.
18 Q. Mr. Jeff Greene testified yesterday that he kept a lot
19 of things from him.
20 MR. HUNT: Your Honor, he's pitting witnesses right
21 now. I think that's improper.
22 MR. PRICE: I didn't pit a witness.
23 MR. HUNT: You certainly did. You said Jeff Greene.
24 THE COURT: I don't think you can raise an objection.
25 I think that would be Mr. Talley's objection.

330

1 MR. TALLEY: Same objection.
2 MR. PRICE: I'll –
3 THE COURT: Let's move on.
4 MR. PRICE: – move on.
5 REEXAMINATION RESUMED BY MR. PRICE:
6 Q. Regarding Defendants' Exhibit 2 – where is that? No,
7 ma'am. The one Mr. Talley showed you.
8 THE COURT: For the record, that's
9 Defendants' Exhibit 2?
10 MR. PRICE: Yes, sir, Defendants' Exhibit 2.
11 REEXAMINATION RESUMED BY MR. PRICE:
12 Q. These invoices at the top of this exhibit where you
13 wrote "not paid," who are those invoices actually made to?
14 A. The homeowners' association at The Spur.
15 Q. The Spur Homeowners' Association?
16 A. Yes, sir.
17 Q. Care of who?
18 A. In care of Landmark Resources.
19 Q. Do you know who Landmark Resources was?
20 A. I do not. I think they were handling the funds
21 probably for the homeowners' association.
22 Q. Okay. That gets to my next point. So do you know
23 whether there was a separate homeowners' association completely
24 apart from Palmetto State Enterprises?
25 A. I don't know that.

331

1 Q. All right. Did you at any point do spreadsheets or
2 manage the funds into the homeowners' association?
3 A. When the moneys first started coming in, the moneys
4 were deposited into a First Citizens account.
5 Q. And you kept track of that?
6 A. I – I don't think I did. I think Lamar did.
7 Q. Okay. But you do think that Landmark Resources was
8 keeping track of the homeowners' association for The Spur at the
9 point you wrote "not paid" on those invoices?
10 A. Yes, evidently.
11 Q. And those invoices were made out to some entity called
12 The Spur Homeowners' Association, not to Palmetto State
13 Enterprises; correct?
14 A. That's correct.
15 Q. And is it fair to assume that there was some reason
16 that they were done that way?
17 MR. TALLEY: Your Honor, I would object to the line of
18 questioning. The exhibit was produced because in plaintiff's
19 case they challenged the validity of J & P Security. I
20 questioned her solely about it providing other security services
21 outside of the work of Palmetto State properties.
22 THE COURT: How is this proper on redirect then?
23 MR. PRICE: I've never questioned the legitimacy of
24 J & P Security. I've questioned whether J & P Security provided
25 services to Palmetto State. And my understanding was – maybe I

332

1 misunderstood the exhibit. If it's being conceded by the
2 Defendant that J & P Security at a minimum provided services to
3 other entities than Palmetto State, I'll move on.
4 THE COURT: You can – let's move on with this witness
5 then.
6 REEXAMINATION RESUMED BY MR. PRICE:
7 Q. The $4,000 check made to you to get a certified check
8 to pay taxes in connection with Marble Works –
9 A. Yes, sir.
10 Q. – were those taxes – was that Mr. Greene's personal
11 tax liability in connection with Marble Works?
12 A. Yes.
13 Q. Okay. Did you and Mr. Greene file your taxes jointly?
14 A. Yes.
15 Q. Okay. So his tax liability was your tax liability;
16 correct?
17 A. This was – this was a company. I would not consider
18 his tax liability with Marble Works, because I had nothing to do
19 with that, my liability, no.
20 Q. But that was a liability that Lamar Greene held because
21 of Marble Works; correct?
22 A. Yes.
23 Q. And if Lamar Greene had a personal tax liability and
24 you filed jointly with Lamar Greene, then you have that tax
25 liability as well, do you not?

333

1 MR. HUNT: Your Honor –
2 THE WITNESS: I say not.
3 MR. HUNT: Your Honor, I object. There's no foundation
4 laid. I don't know whether Marble Works was a Sub C, Sub S,
5 what it was.
6 THE COURT: Gentlemen, we need to move on. We are so
7 far down in the weeds. We need to move on. If you'll repeat or
8 rephrase the question, please.
9 REEXAMINATION RESUMED BY MR. PRICE:
10 Q. I just want to know how a check that was written to you
11 to get a certified check to pay Lamar Greene's personal tax
12 liability when you were his wife and you filed jointly with
13 him – how that check did not also benefit you?
14 A. The check did not benefit me. I don't think the check
15 benefited me. This was to pay a liability that he owed himself
16 along with Jamie Hazelton.
17 Q. J & P Enterprises was your primary source of income;
18 correct?
19 A. Yes. I worked there.
20 Q. It was also Lamar Greene's primary source of income?
21 A. Yes.
22 Q. Lamar Greene paid your bills; correct?
23 A. I paid my own bills.
24 Q. Who paid the mortgages on your house in Gaffney and
25 your house in Clemson?

334

1 A. Lamar.
2 Q. Who paid the power bill?
3 A. Lamar.
4 Q. Who paid the water?
5 A. Lamar.
6 Q. Who paid the gas?
7 A. Lamar.
8 Q. Who paid your car payment?
9 A. Lamar.
10 Q. Who paid your car insurance?
11 A. Lamar.
12 Q. Okay. So, to the extent that Lamar Greene used funds
13 that he misappropriated from Palmetto State to pay those bills,
14 it benefited you, did it not?
15 A. To pay what bills, a house payment?
16 Q. Any personal expenses of Lamar Greene.
17 A. He didn't pay house payments through Palmetto State.
18 Q. How do you know?
19 A. I know that.
20 Q. How?
21 A. Because there's no checks in the file showing that,
22 unless there's something I haven't seen.
23 Q. Did Tommy Biershank do work for Lamar Greene other than
24 at The Spur?
25 A. Yes.

335

1 Q. When you were doing that spreadsheet and listed a check
2 for Tommy Biershank, were you able to find any documentation
3 supporting what that work was for?
4 A. Security work.
5 Q. Where?
6 A. For all – you mean where the – where the security
7 work was handled?
8 Q. Yes, ma'am.
9 A. Different places.
10 Q. Okay. Do you know who a man named Ike Morris is?
11 A. Mike Morris?
12 Q. Ike, like Ike Eisenhower?
13 A. I don't.
14 Q. You don't know who Ike Morris is?
15 A. No, sir.
16 MR. PRICE: Thank you, ma'am. No further questions.
17 THE COURT: Any other brief questions?
18 MR. TALLEY: No, sir.
19 THE COURT: Mr. Hunt?
20 MR. HUNT: None, Your Honor.
21 THE COURT: All right. Let me – I have a question.
22 On the Gaffney house where you and Mr. Greene lived, how is that
23 house titled?
24 THE WITNESS: It's in mine and his name –
25 THE COURT: Okay.

336

1 THE WITNESS: -- at the courthouse.
2 THE COURT: Okay.
3 THE WITNESS: I hold the mortgage.
4 THE COURT: All right. Thank you, ma'am. You can step
5 down.
6 THE WITNESS: Thank you.
7 THE COURT: Anything else from Plaintiff?
8 MR. PRICE: None, Your Honor.
9 THE COURT: All right. You can go have a seat. Be
10 careful of that step down, okay.
11 MR. TALLEY: May the witness be excused?
12 THE COURT: Any objection?
13 MR. PRICE: None, Your Honor.
14 THE COURT: Mr. Hunt, any objection?
15 MR. HUNT: None, Your Honor.
16 THE COURT: All right. Thank you so much, ma'am.
17 Mr. Talley, any witnesses?
18 MR. TALLEY: Yes, sir.
19 MR. PRICE: Your Honor, can we recess for five minutes?
20 THE COURT: Well, let me see what the lay of the land
21 is.
22 MR. TALLEY: Yeah, that's -- I just wanted to talk with
23 Mr. Hunt and see if we can't potentially consolidate --
24 THE COURT: We'll start back at 11:30 and move quickly
25 whatever we do from here on out. Thank you.

337

1 (Brief recess.)
2 THE COURT: All right, Mr. Talley.
3 MR. TALLEY: Your Honor, I understand that the
4 Plaintiff has closed his case. I'd like to move to dismiss the
5 conversion cause of action, which as I understand from prior
6 orders issued in this case, both before and after your
7 involvement, as to my two clients, J & P Enterprises of the
8 Carolinas and Julee Greene, on plaintiff's amended complaint --
9 we're basically dealing with the fourth cause of action, which
10 is for conversion, against Defendant Lamar Greene and/or
11 Julee Greene, and then the seventh cause of action, which was
12 initially termed as a fraud cause of action against
13 Lamar Greene, J & P Enterprises of the Carolinas, and
14 Julee Greene.
15 However, if -- I believe it was Judge Dennis in his
16 order -- when counsel and I argued some motions before him back
17 before the holidays, counsel stated, and it's captured in
18 Judge Dennis' order, that he termed that a conversion cause of
19 action as well. My motion was it didn't meet the elements
20 required for completing a fraud cause of action. So it's my
21 understanding that the causes of action against my clients are
22 both really a conversion cause of action.
23 Your Honor, obviously there's been a lot of evidence.
24 There's been a lot of testimony given. I would cite to
25 Your Honor the case of Mullis v. Trident Emergency Physicians.

338

1 That's a 2002 South Carolina Court of Appeals case where it
2 says, "Conversion is defined as the unauthorized assumption and
3 exercise of the rights of ownership over goods or personal
4 chattel belonging to another to the alteration of their
5 condition or to the exclusion of the rights of the owner."
6 You know, I would say at the outset -- and Your Honor's
7 well aware that conversion is a pretty strong cause of action
8 from a civil standpoint -- the minimal element required I think
9 Plaintiff has failed to prove in both respects. The testimony
10 offered in plaintiff's case is that all of the claims for
11 improper payments to J & P Enterprises are in the form of
12 checks, and Ms. Greene just testified that when she would fill
13 out the memo line of those checks there was no intent to
14 deceive. There was nothing to hide. It was clearly identified
15 in the check and also in the deposit slip where the funds were
16 coming from. She also testified that those -- those moneys were
17 put on the books of J & P Enterprises as a loan from officer.
18 Now, I realize I may be about to argue against myself,
19 but if this was a default on a promissory note or a default on a
20 loan payment or a collection action -- I may be in a totally
21 different realm at this point, but it's a conversion cause of
22 action against the company. Even Mr. Greene, every check
23 written or every dollar transferred from Palmetto State to
24 J & P Enterprises is captured in a writing where there is a
25 record.

339

1 Ms. Greene testified that Mr. Brown was present almost
2 daily for a period of months and had access to all of this
3 information, which goes back to what we brought up before about
4 why he became so concerned all of a sudden late in 2007 the very
5 month he had received $16,000 from this same company.
6 So when you look at the elements for conversion, was
7 there an interest by the plaintiff in the thing converted.
8 Well, I think it's clear that everybody has testified that these
9 were funds that originated from Palmetto State Enterprises. The
10 key in that is was it actually converted.
11 Second is the defendant converted the property to his
12 own use. In respect to Ms. Greene, her testimony is very clear,
13 there is absolutely no evidence in the record, that any of that
14 money went into her personal bank account, that she of her own
15 volition wrote any of those checks, made any of those transfers,
16 that if anybody benefited from it, if anybody took the mens rea
17 component, let's say, that's required for that, it was
18 Mr. Greene, not her. She didn't even know who the builder was
19 when asked about the check that she endorsed on the back or what
20 project that builder was on.
21 And, lastly, that the use was without plaintiff's
22 permission. Now, there's been no testimony offered to dispute
23 the fact that at all times when these -- these transactions were
24 taking place Mr. Greene was the manager of the company. He had
25 the authority to act. The other two, Mr. West, Mr. Rodriguez,

340

1 and even Mr. Greene while he didn't even know he was a member,
2 were not involved in the day-to-day bookkeeping, anything of
3 that nature. So from the standpoint of a manager acting and if
4 it was intended to be a loan properly documenting what the
5 source -- or what those funds were going to be used for, that's
6 exactly what happened.
7 We've pointed out and the record reflects that there
8 are other loans to Mr. West for $5,400 -- the check's in
9 Exhibit 1 -- that there were other payments made for benefits of
10 the other members the 1100 Club at West Virginia and things of
11 that nature that the manager now is not questioning. He's not
12 out there seeking repayment for those loans that had zero to do
13 with company business and went to the benefit of somebody else.
14 He's trying to put all of this on J & P Enterprises, the Estate,
15 and Julee Greene.
16 You heard testimony about the events that take place on
17 a Monday. In the record is a billing statement from Leatherwood
18 Firm in Greenville that shows there was company business being
19 transacted on Monday. Mr. Brown's testimony as to how he put
20 the spreadsheets captured in Exhibits 1 and 2 and the other bank
21 records together is, I don't know, but I knew he went to
22 Gastonia on Monday, so if I saw it on a Monday I put it in here.
23 But it's clear that you just can't paint with that broad a brush
24 and make that allegation and then say that anything that
25 happened on a Monday was a conversion of funds.

341

1 I point out specifically in Exhibit 2, which the lion's
2 share, especially on Page 2, are what appear to be gasoline
3 charges at gas stations, what appear to be meals -- if you look
4 at the records attached, the supporting documentation, it
5 doesn't say where the gas stations were. It doesn't exactly
6 identify where the restaurants were. His testimony was that
7 Ms. Greene personally benefited because she was riding in the
8 car that the gas was used for, that she was on all these meals
9 together. She testified that she went on two trips. So
10 Exhibit 2 is nothing more than guesswork as well, and his
11 response at that point was, I didn't have a receipt, so I put it
12 on the spreadsheet. But yet we're coming in claiming that
13 there's a conversion cause of action for all of these things.
14 There are other examples I could go through, but just
15 briefly, in Exhibit 1, Your Honor, they question the payment to
16 my law firm. The evidence is clear that there was work
17 performed. There were trips taken at the request of the manager
18 as deals were trying to be put together in other states. He had
19 no clue about that.
20 The cash -- there's $22,000 in cash identified on
21 Exhibit 6. His testimony, I put in quotes, was he has no idea
22 where it went or what it was used for, but since we don't know
23 let's say it was all converted and charge it back to the
24 Defendants.
25 As to the individuals listed and payments made,

342

1 Your Honor, this -- the case has been going on six years. We
2 could have had witnesses subpoenaed to support the allegations
3 they've made. It didn't happen. We could have had witnesses
4 that they think were improperly paid deposed. It didn't happen.
5 Al Bell, another example there. The evidence is that
6 Mr. Bell was very involved in doing initial consultation, even
7 met with the manager at the time and the attorneys trying to put
8 a deal together. But they now question the payments to him
9 which went on over a great period of time, even personal funds
10 that were used for that. Mr. Hunt pointed out, where's the
11 action against Mr. Bell or where's Mr. Bell today? If they
12 believe so strongly that this man was paid six figures too much,
13 where is he? They don't have the evidence. It's all guesswork.
14 I just think, Your Honor, that when you make a
15 conversion cause of action it is a -- it is obviously the
16 plaintiff's burden. But to show that there was intent to,
17 quote, defraud or to deceive, but then base all of that on very
18 clear written records documented properly, keyed in as they
19 should be, I just don't know where that conversion comes from.
20 THE COURT: Well, are you saying that if there's a
21 paper trail then conversion cannot exist?
22 MR. TALLEY: No, sir, I'm not saying that. But what
23 I'm saying is on -- in specific to J & P Enterprises, every
24 check that's written to J & P Enterprises is either -- clearly
25 says J & P Enterprises and on most of them in the bottom portion

343

1 says it's a loan, and the testimony from the bookkeeper of the
2 entity is that's how they put it into their system. Her exact
3 testimony was, I expected Lamar to pay this back.
4 And that's why I say I realize I might be arguing
5 against myself. But if there was a collection action brought by
6 the entity for $150,000, that's one thing. They haven't done
7 that. There's been no demand letter sent. There's no demand
8 letter in evidence. There's no other suit filed seeking
9 repayment of this loan. Let's just say it's a conversion cause
10 of action; that they intended to deprive of us of that money,
11 but there's no testimony to show that happened.
12 So I understand what Your Honor's saying, but my point
13 is this: I don't know that if somebody was trying to convert
14 money they would do it in as many writings as it's been done
15 here.
16 THE COURT: All right. Mr. Price, let me hear from
17 you.
18 MR. PRICE: Well, Your Honor, I think Mr. Talley's
19 adding a fourth element to the tort of conversion. The elements
20 are an interest by the plaintiff in the thing converted. That's
21 indisputable. The Defendant converted the property to its own
22 use. That's indisputable. And the use was without the
23 plaintiff's permission. That, based on the testimony of the
24 current manager and the testimony of Ron West, who was a member
25 the entire time, that's not really disputed. I think there's

344

1 more than enough evidence to find that the use was without the
2 plaintiff's permission.
3 If Your Honor finds that because Lamar Greene was the
4 manager he could use these funds for anything having to do with
5 himself and that he could solely confer permission to use those
6 LLC funds for that, then what Your Honor's finding is that there
7 could never be a cause of action for conversion against the
8 manager of an LLC if he misappropriates LLC funds.
9 So this whole question of intent -- you asked, does it
10 mean if there's a paper trail there can't be conversion, and I
11 think I would go a step further and say the intent to deceive is
12 not an element of conversion. What I would say is that, you
13 know, it's hard to argue, well, there was no intent to
14 permanently deprive, because we have payments to
15 J & P Enterprises that go back to 2005. This is 2013, and the
16 loan hasn't been repaid. So my question would be, how many
17 years after the fact do we have to get before we can infer that
18 there's an intent to permanently deprive?
19 The other thing, I would go back to the documentation,
20 and, you know, it goes back to this whole question of mens rea.
21 This is a civil case. This isn't a criminal case. And the
22 plaintiff does have the burden, but the plaintiff doesn't have
23 the burden beyond a reasonable doubt. The plaintiff has a
24 burden by a preponderance of the evidence. And what the
25 Plaintiff has shown you is countless expenditures that

345

1 uncontrovertedly had nothing to do with Palmetto State business.
2 Mr. Greene, before he passed away, testified that many of these
3 things were personal. He didn't claim it as income. And then
4 we have other ones that, you know, there's no question that it
5 was for personal use. We have countless instances where the
6 documentation does exist and appears to have been intentionally
7 made to appear that it was legitimate when it was not, such as
8 checks to Tom James Engineer when Tom James is a clothier that
9 comes to the office and measures you for a suit.
10 And so how many of these charges do you have to have
11 before you're entitled to assume that these undocumented charges
12 were also converted? And, by that, I mean the preponderance of
13 the evidence is more likely than not. So how many obvious
14 misappropriations -- how many obvious attempts to deceive about
15 the documentation of your misappropriation do there have to be
16 before Plaintiff can rightly infer that these other undocumented
17 expenditures were also a misappropriation or were more likely
18 than not a misappropriation, which is the burden of proof here?
19 And so, you know, to the extent we're arguing a
20 directed verdict, I think there's more than enough evidence that
21 there was a conversion. I would submit that based on the
22 evidence we've heard there's enough to submit an oral amendment
23 to add a cause of action for civil conspiracy. But it is clear
24 that there was concerted action by Mr. Greene to convert these
25 funds to his personal use, that Ms. Greene allowed herself to be

346

1 his instrumentality in that conversion on more than one
2 instance, that she benefited globally from the conversion -- she
3 was living the high life like Mr. Greene -- and that
4 J & P Enterprises received money into its coffers every time it
5 didn't have enough to operate its business, and that the money's
6 never been repaid. It's been converted and thus far has been
7 permanently deprived.
8 THE COURT: Mr. Hunt, any motions on behalf of the
9 Estate?
10 MR. HUNT: Yes, sir, Your Honor.
11 Your Honor, I understand this mindset of the
12 preponderance of the evidence, but I have a real problem with
13 putting the -- with throwing as much up against the wall to see
14 what sticks, and that's what I think Plaintiff has done. It
15 offends me -- it offends me that --
16 THE COURT: What --
17 MR. HUNT: -- there's $100,000 --
18 THE COURT: Let me hear your motion. We're not in
19 final arguments. If you have a motion for directed verdict --
20 MR. HUNT: Yes, sir, I do.
21 THE COURT: -- briefly state it for the record --
22 MR. HUNT: I do.
23 THE COURT: -- and I'm going to rule on it.
24 MR. HUNT: I do, because, Your Honor, I think they had
25 a -- have a stronger burden than just having the current manager

347

1 sit on the stand and say, we didn't have the receipt for this,
2 so that's it. We have $100,000 on here, and about
3 contemporaneous with that getting of that $100,000 was when the
4 property in Columbia was purchased. There's no -- they
5 didn't -- they didn't do a very good job of figuring it out.
6 If Al -- if you have this other guy in here, Al Bell,
7 why wasn't he brought in? Why wasn't there an action -- there's
8 more than just saying, we don't have receipts. We know he
9 converted something, so all the rest of this stuff, we're just
10 going to throw it all up there, and hopefully the Court will let
11 it stick. And, Your Honor, I just find that that's wrong.
12 I think the conversion cause of action should be
13 dismissed. I think that those things that they could have
14 done -- those things that this Plaintiff could have done
15 differently, to bring people in here to put them on the stand,
16 did you go to Columbia to do this, you didn't, rather than just
17 saying, we don't have any record of it. He was the manager.
18 And I think the Plaintiff has the burden, and I think the
19 Plaintiff has failed to meet its burden certainly as to the
20 conversion.
21 But I certainly do think that as to a lot of this -- a
22 lot of these things, and we cross-examined him, especially on
23 the $100,000, the Al Bell business, we got an invoice from
24 Leatherwood, all those things, I submit they should be -- the --
25 they don't prevail in that. They certainly don't prevail in

348

1 their conversion portion of it. Then, also, the fact that he
2 had 70,000 more dollars. He started working on this -- on this
3 project in '04. He started -- he didn't start getting his
4 salary until much later on. He was supposed to be getting
5 $10,000 a month.
6 So, Your Honor, it's -- Plaintiff had the burden of not
7 just putting the current manager on the stand and say, oh, well,
8 we couldn't find the record and he didn't go on Mondays, so we
9 knew he went to Gaffney -- I mean, Gastonia on Monday, so we're
10 going to charge it. That's unfair. And that's -- and I know
11 that Mr. Greene did do some things. He -- in his deposition he
12 admitted he took some of those things to his own use, but some
13 of these other things in here are certainly -- they're
14 colorable -- it is colorable that they were, in fact, used for
15 the ongoing of this enterprise.
16 THE COURT: All right. Thank you. I'm going to deny
17 the motions. You can call your witness.
18 MR. TALLEY: I call Jeff Greene to the stand.
19 THE COURT: All right. If you can come round, please,
20 sir. I'll just remind you you're still --
21 THE WITNESS: Still under oath?
22 THE COURT: -- under oath. Yes, sir.
23 EXAMINATION BY MR. TALLEY:
24 Q. Mr. Greene, to your knowledge, when did the work of the
25 LLC start?

349

1 A. The work of the LLC identifying the project for
2 Columbia started soon into '05.
3 Q. In 2005?
4 A. The construction loan was taken out in -- the
5 construction loan would have been taken out in '06, so I think
6 it's '05 or '04.
7 Q. I'll submit to you that the construction loan was taken
8 out in the summer of 2005.
9 A. If the construction loan was taken out in the summer of
10 2005, then the work in Columbia would have started in the
11 beginning of 2004.
12 Q. What was done, to your knowledge, prior to the
13 construction loan being taken out?
14 A. Prior to the construction loan -- in these projects,
15 from my experience in the ones that we did, that 80 percent of
16 the work is done before you take the construction loan out.
17 Once you take the construction loan out, then it gets a lot
18 easier. So prior to the construction loan being taken, there
19 would have had -- there would have been the vision to build the
20 project. There would have been time and effort into identifying
21 the proper spot. There would have been time and effort put into
22 marketing, time and effort into design, working with builders,
23 working with cost, working with an architect, all of those
24 things before -- anything that goes through zoning to get the
25 property aligned so that you can build the structure that you

350

1 want, all of that's done prior to the construction loan being
2 taken out.
3 Q. Do you recall what the entity source of funds were
4 prior to the construction loan?
5 A. I'm not sure of the entity before that, but as I worked
6 with my father there he just made mention that at that
7 particular time he was putting in the time and the effort and
8 the money to make that go.
9 Q. Did you personally travel with him to Columbia prior to
10 the construction loan?
11 A. I met him in Columbia on many occasions prior to that.
12 Q. Did you go to Columbia on your own sometimes prior to
13 the construction loan?
14 A. Yes, I did.
15 Q. Okay. What were the purposes of those trips?
16 A. Trips we made to Columbia were identifying -- again,
17 identifying the property, working with marketing people, going
18 for zoning issues, things of that nature.
19 Q. At that time was your dad being paid a salary?
20 A. At that time he indicated that he was not being paid a
21 salary, that that would be taken care of once the construction
22 loan was there. It was my understanding that Palmetto State did
23 not have funds in place.
24 Q. When you would travel to Columbia on your own during
25 that time, what funds would you use to put gas in your car?

351

1 A. I would use funds from J & P Enterprises.
2 Q. Okay. To your knowledge, was there a Palmetto State's
3 account at that time?
4 A. Not to my knowledge.
5 Q. Did you ever get paid back for the moneys you spent
6 from J & P Enterprises doing Palmetto State's business?
7 A. No. There were times where if J & P Enterprises wrote
8 checks as time went that those moneys were repaid if there was
9 moneys spent for travel, planes, pilots, things of that nature.
10 Q. And after Palmetto State's bank account was --
11 A. That would have been after the -- that would have been
12 in the projects after Columbia or after the construction loan
13 was taken out at Columbia.
14 Q. So, prior to that time, is it fair to say you were
15 using personal funds?
16 A. Yes.
17 Q. Was your dad doing the same thing?
18 A. It was my -- it was my assumption, yes.
19 Q. When you -- were you aware when the contract was put on
20 the property in Columbia?
21 A. I remember identifying the property. It seemed like it
22 was in the summer that he had indicated that he had found the
23 property and had written the initial escrow check to hold it --
24 to hold the property so that we could begin to do this work.
25 Q. Was it your understanding that that was his personal

352

1 funds to secure that property?
2 A. That was the indication I got from him.
3 Q. Okay. And do you know what that amount was?
4 A. I don't recall exactly what that amount would be, but
5 it would be 10 percent of the purchase price, if my memory's
6 correct.
7 Q. What was the purchase price?
8 A. I do not remember.
9 Q. And, to your knowledge, was that escrow deposit ever
10 reimbursed to him?
11 A. Not to my knowledge.
12 Q. Do you know a gentleman named William Taylor?
13 A. I do not personally know or cannot place the name.
14 Q. Do you know who he is?
15 A. No. But I think it could be someone who was associated
16 with the property in Columbia.
17 Q. I want to show you this Check 879. To your knowledge,
18 is that the escrow deposit check on the property in Columbia?
19 A. Yes, I'd say that this is the escrow that --
20 MR. PRICE: Your Honor --
21 THE WITNESS: -- for the deposit on the property in
22 Columbia.
23 THE COURT: Hold on please, sir.
24 MR. PRICE: -- I'm going to object to -- this isn't in
25 this witness' personal knowledge.

353

1 THE COURT: If you'll ask him if he has personal
2 knowledge.
3 MR. TALLEY: Yes, sir.
4 EXAMINATION RESUMED BY MR. TALLEY:
5 Q. Do you have personal knowledge of that Check 879 being
6 the escrow deposit for the Columbia property?
7 A. From looking at the check, it indicates what it was. I
8 had a personal conversation with my father that indicated that
9 he was making that --
10 Q. Was the property --
11 A. -- escrow.
12 Q. -- put under contract about August of 2004?
13 A. To my knowledge, yes.
14 Q. Had you been going back and forth to Columbia prior to
15 that time looking at that site?
16 A. Yes.
17 MR. TALLEY: Your Honor, I'd move this in as
18 Defendants' Exhibit 3.
19 MR. PRICE: Your Honor, I object. I still don't feel
20 like there's been a foundation. We've certainly talked about it
21 enough, but --
22 THE COURT: I'm going to go ahead and allow it. I
23 think there's more weight to the admissibility at this point.
24 (Thereupon, Defendants' Exhibit Number 3 was admitted
25 into Evidence.)

354

1 EXAMINATION RESUMED BY MR. TALLEY:
2 Q. Mr. Greene, to your knowledge, was your father ever
3 paid back that $40,000 that's represented on that check for the
4 escrow deposit?
5 A. Not to my knowledge.
6 Q. And was that property ultimately titled in the name of
7 Palmetto State for development?
8 A. Yes.
9 Q. Was it for his personal use at all?
10 A. No.
11 Q. How often would you travel with your father?
12 A. For Palmetto State?
13 Q. Yes, sir. I'm sorry.
14 A. In the beginning for Columbia, it would be -- I would
15 estimate, a day, a day and a half a week in the beginning during
16 the site selection through all the other things that we did.
17 Q. Would you all ride together?
18 A. Typically not, because I live closer than he does. We
19 just -- I mean, I came from Rock Hill. He would be coming
20 either from Gaffney or from Clemson.
21 Q. And it looks like, according to Plaintiff's
22 Exhibit 1 -- is that up there?
23 A. Yes, sir.
24 Q. If you look at the bank records, do you -- do you have
25 knowledge of this account existing prior to January 1st of 2005?

355

1 A. I do not.
2 Q. Okay. It looks like, as of January 1st, there was a
3 balance of $21,290.13. Do you know the source of those funds?
4 A. I do not.
5 Q. Had any deposits been made by investors for The Spur
6 project at the end of 2004?
7 A. Not to my knowledge. I don't recall any conversation
8 with investors as -- I do not recall any conversation with
9 investors in that time period.
10 Q. Okay. And have you ever seen any Palmetto Properties,
11 LLC, checks that have a number lower than 1001, which was
12 written on January 6th?
13 A. No, sir. I would look at a check number 1001 as being
14 the initial check starting in a thousand series.
15 Q. So there was some source of funds into Palmetto State
16 prior to investor deposits, was there not?
17 A. That is correct.
18 Q. Do you know what the source of those funds might have
19 been?
20 A. I do not have -- I don't know what the source of those
21 funds might have been. I know that my father was working during
22 that time. I knew that he had some moneys, but I do not know
23 where those would have come from.
24 Q. As the calendar year 2005 moved forward, did his trips
25 and your trips regarding Palmetto State's business become more

356

1 frequent?
2 A. After the beginning of 2005?
3 Q. Yes.
4 A. I would say after 2005 they just became very
5 consistent.
6 Q. And define what you mean by that.
7 A. From a consistent standpoint, during the construction
8 of Columbia, it was at least -- I was there at least a day or a
9 day and a half a week. My father was there more than that. As
10 our projects developed in other areas, that would be a -- that
11 would be an estimation of time -- or at least the time that I
12 spent. He spent much more.
13 Q. To your knowledge, would he use company funds to gas
14 his car before he went to one of the sites?
15 A. Yes.
16 Q. Would he use company funds to pay for meals when you
17 were present on these site visits?
18 A. Yes.
19 Q. At times did other folks working with the LLC, like
20 Mr. Talmage, travel with you?
21 A. Typically what would happen is if we had other folks --
22 if we had the builder, if we had Mr. Talmage, if we had other
23 guests there, it was always my father's -- it was always my
24 father's M.O. to pick up the tab.
25 Q. So all of these entries on the exhibits that are

357

1 considered to be J & P Enterprises transfers, do you have
2 knowledge of how those are shown on the company books?
3 A. I do not.
4 Q. Okay. Have you seen it listed in any financial
5 statements or balance statements -- or balance sheets? I'm
6 sorry.
7 A. I have not seen Palmetto State listed on --
8 Q. I'm sorry. I was asking about J & P Enterprises.
9 A. Well, I'm saying on the J & P Enterprises --
10 Q. Okay.
11 A. -- balance statements I have not seen any notation for
12 Palmetto State.
13 Q. All right. Have you seen any notation relative to the
14 moneys that we've discussed into J & P Enterprises in the last
15 two days?
16 A. Help me -- say it again.
17 Q. Have you seen any notation in the books of
18 J & P Enterprises in regards to the funds that we've discussed
19 during this hearing?
20 A. No.
21 Q. Okay. You were present when Ms. Greene testified
22 earlier that she put it in there as a loan from owner.
23 A. Correct.
24 Q. Have you seen that notation?
25 A. Yes.

358

1 Q. Okay. And where would you have seen that?
2 A. I would see that on the balance statement.
3 Q. For who or for what entity?
4 A. For J & P Enterprises.
5 Q. As a balance due to be paid?
6 A. Correct.
7 Q. Do you have any documentation that purports how it's
8 supposed to be paid back?
9 A. I do not.
10 Q. Do you have any demand letter or demand whatever from
11 anybody associated with Palmetto State to pay those moneys back?
12 A. I'm not aware of any demand of that up to the time my
13 father went in the hospital, and then certainly since then I'm
14 not aware of any. As -- once he went in the hospital, then I
15 would have seen everything that came through. So I am not aware
16 of any request for repayments.
17 Q. What did Mike Brown say to you about these
18 J & P Enterprises funds when he met with you in late 2007?
19 A. When we met in 2007 and he was showing me these
20 spreadsheets, he brought this to my attention. I did not
21 remember any specific comments that he made toward this. I
22 think at the point in time I was a little flabbergasted at, you
23 know, what I was walking into. I didn't expect to see -- Mike
24 was kind enough to show it to me to let me know, you know, what
25 he had seen at that time.

359

1 Q. What did you believe was the reason funds were going
2 from Palmetto State to J & P Enterprises?
3 A. It was always -- from conversations that I had with my
4 father -- at this point in time, he and I both were working
5 full-time with J & P Enterprises, and we had a long conversation
6 about if he was going to go into this, you know, how much of
7 your load am I going to -- and my question to him, how much of
8 your load am I going to carry here if you're not contributing
9 time. You have to do that very soft with my father. There was
10 no misunderstanding about who ran J & P Enterprises. It was
11 his. But it was our understanding and our agreement that as he
12 dedicated time to these projects the salary that he was going to
13 receive from the projects that -- that some of that money could
14 come back into J & P Enterprises.
15 There are times where I saw -- heard conversations, and
16 it's just my -- you know, my knowledge of the way my father
17 worked is rather than Palmetto State paying him and then him
18 putting the money in, he would just write the checks directly to
19 J & P Enterprises, and he kept his own balance sheet of what he
20 was paid, what he was owed, and it would be my understanding
21 that he -- you know, he took no more than he should have.
22 Q. Was it your understanding that his salary would go back
23 to the time Palmetto State began?
24 A. He indicated to me that once this was started that his
25 salary would go back to the time where he started dedicating the

360

1 time and energy into it.
2 Q. Would that have been in 2004 when you started looking
3 for property in Columbia?
4 A. 2004, yes.
5 Q. And, to your knowledge, was any payment ever made to
6 your father for the work he did from 2004 through what Plaintiff
7 listed on exhibit -- on Exhibit 5 that shows a payment date of
8 July 11, 2005?
9 A. Could you repeat your question, please?
10 Q. I'll try. Do you have any knowledge of payments to
11 your father during the time period of 2004 through the first
12 payment indicated on Plaintiff's 5, which is dated July 11th,
13 2005?
14 A. I have no knowledge of him receiving money prior to
15 this July of 2005. In general conversations with him, he had
16 indicated that the time and effort that he had put in before --
17 that that money would be forthcoming. And, typically, in
18 something of that nature you got to do the work ahead of time to
19 create the vision, to create the opportunity of what you're
20 going to benefit afterwards with being paid.
21 Q. Of the moneys that came into J & P Enterprises from
22 Palmetto State, do you recall ever getting a lump sum
23 distribution from those funds or taking a shareholder's draw or
24 anything of that nature?
25 A. I do not -- we did not take.

361

1 Q. Were you a salaried employee?
2 A. Yes.
3 MR. TALLEY: That's all the questions I have,
4 Your Honor.
5 THE COURT: Mr. Hunt?
6 MR. HUNT: If it please the Court, Your Honor.
7 EXAMINATION BY MR. HUNT:
8 Q. During all this time and from 2004 when the vision came
9 about -- and whose vision was this?
10 A. This vision became a vision of -- the concept of the
11 vision was a vision my father had that went back -- all the way
12 back into about 1980 -- to about 1980, and then through time he
13 and I developed a couple pieces of property. And as we did the
14 first property, we found that there was a need and a desire for
15 a similar product but in a little different price range. And
16 then after we finished that project, we discovered or had a
17 feeling that there was a demand for what I always refer to as
18 oceanfront property, which are condominiums that actually look
19 at or are adjoined to football stadiums, and that was the
20 concept that we carried forth from thereafter. So, you know, it
21 was his vision.
22 Q. And he -- he -- who was with him in 2004 when he
23 started scouting out around Columbia? Anyone?
24 A. His initial trips to Columbia, Mr. Jordan -- Lew Jordan
25 would go with him there. There was occasions where I would be

362

1 there looking at property. There may have been trips Coach West
2 may have accompanied him, but --
3 Q. Right.
4 A. -- I'm not sure of other particular individuals.
5 Q. The Columbia property was the -- the Columbia build,
6 The Spur, was kind of the low hanging fruit, wasn't it, in your
7 vision to build -- I think I heard you testify yesterday as to
8 have two going, have two thought about, have --
9 A. Yes.
10 Q. And in Columbia because of the way the stadium's
11 sitting down there in a warehouse district, that sort of thing.
12 A. The vision fit Columbia so well because the property,
13 in essence, was attached to the property for the stadium.
14 Q. Yes, sir, exactly. And that's -- and so he started
15 this work, and you say he was spending a great deal of his time
16 down in Columbia?
17 A. Correct.
18 Q. Which culminated in his issuing his check for $40,000
19 to secure the property in August, the exhibit that's just been
20 handed up; is that not right?
21 A. That is my understanding.
22 Q. And all this period of time your dad was working,
23 wasn't receiving salary, but he brought this vision to these
24 other investors in Palmetto State?
25 A. Correct.

363

1 Q. And the first check out of Palmetto State was in early
2 2005, was it not, sir?
3 A. That's my knowledge.
4 Q. And, quite possibly, some of these checks, while
5 payable to Clemson Towers, on exhibit -- I think you got
6 Exhibit 1 up there -- some of those -- have you --
7 A. I have Exhibit 1.
8 Q. You have Exhibit 1?
9 A. Yes, sir.
10 Q. Bad accounting, was it not, on the top -- some of those
11 top things for Clemson Towers?
12 A. Correct.
13 Q. Bad accounting certainly, but do you think that was an
14 intention to deceive or convert by your dad?
15 A. I do not think this was an intention to convert or
16 deceive. He's a lot smarter than -- if he was going to convert
17 or deceive, there wouldn't be a paper trail. He wouldn't have
18 left checks, identified what they were for. He was smarter than
19 that.
20 Q. All right, sir. When -- are you aware of the date of
21 the closing of the property in Columbia? There's a check on
22 there midway down on your Exhibit Number 1. I think it's
23 number -- it's Exhibit Number 31 -- Number 31 on Exhibit 1. Do
24 you see that check?
25 A. Yes, sir.

364

1 Q. It's made payable to Palmetto State Enterprises, is it
2 not?
3 A. Yes, sir.
4 Q. For $100,000. Are you aware of what that was for?
5 A. I can't speak to what this particular sum of $100,000
6 was. If -- I can't speak to what this check was for. I know
7 that at the end of the option on the property that there was
8 some extremely close timing on losing the property --
9 Q. Yes, sir.
10 A. -- not meeting the conditions in the sale of the
11 property.
12 Q. Yes, sir.
13 A. As a matter of fact, it got to the point where there
14 was even, I think, some funds provided from a third individual
15 for a short period of time.
16 Q. Yes, sir. Does it appear to you your dad put that
17 money in his pocket?
18 A. No, he didn't put this money in his pocket.
19 Q. Yes, sir. Was that about the time of the closing of
20 The Spur down in Columbia?
21 A. This was, yes, sir.
22 Q. All right. Was there -- as to up on the upper part of
23 that front page as well, sir, Lines 11, 12, 13, 14 -- those were
24 smaller sums, but were you all having to do anything around
25 Columbia to -- for -- with these guys, laborers? What was

365

1 happening with the property in Columbia?
2 A. At that point in time -- I mean, the property was
3 vacant. The property was run-down. At that point in time, we
4 started getting the property in the condition that you could
5 start bringing prospective investors, you could bring real
6 estate people, you could bring bankers to look at and see -- as
7 my father would say, you had to prepare the dog and pony show.
8 Q. Yes, sir.
9 A. And it took time and effort to, you know, just make the
10 property presentable.
11 Q. Yes, sir. Are you aware of those guys listed on there
12 going back and forth to Columbia for that purpose, doing those
13 things?
14 A. Some of these -- you know, some of these guys I don't
15 know. Danny Cain, in particular, I do know him. That would be
16 a task of which he could do and would do.
17 Q. Yes, sir. Tell me this, what kind of -- was your dad
18 good to keep good records?
19 A. I don't think my father could put together two receipts
20 in his life.
21 Q. All right, sir.
22 A. His record keeping was suspect at best.
23 Q. Yes, sir.
24 A. The one paper trail he would create is when he wrote
25 his checks. Typically, in the "for" category, he'd put what it

366

1 was for, where the funds were going, and then at least you got
2 the traceability that way. Day-to-day receipts for gas and for
3 credit cards, you know, that was not his strong point. I can
4 remember he just put them in his ashtray and had the ones he had
5 and then gave them in lumps to whoever needed them.
6 Q. After having looked at all these records, been involved
7 in this thing all this time, do you think your father was trying
8 to deceive anyone?
9 A. It's my opinion that -- in this that my father did
10 things he should not have done.
11 Q. Yes, sir.
12 A. There are, you know -- but did my father go to this
13 extent? He did not. Did he do some things he shouldn't have
14 done? Absolutely.
15 Q. And he admitted --
16 A. But it's not -- it's not to this extent. As I look
17 at -- you know, as I look at this exhibit, just with the limited
18 knowledge that I have, you know, I see things that are here that
19 I know firsthand that I attended, that I was a part of, that
20 they were expenses of Palmetto State. There are checks written
21 that may not parallel exactly to travel, but I know that those
22 checks went to those individuals with that purpose in mind.
23 Q. What -- which particular, sir, if you don't mind?
24 A. The ones that come to mind are the ones that are in
25 2007. You know -- I don't see very well, but the ones in

367

1 particular -- I can't speak of individual check numbers, but I
2 do know that we had conversation on some of the checks that went
3 to Mike Huizenga.
4 Q. Yes, sir.
5 A. Mike was our pilot.
6 Q. Yes, sir.
7 A. Mike was a great guy, a great pilot. He was also at
8 our beck and call.
9 Q. Yes, sir.
10 A. If we needed to go, you could call Mike and he'd come.
11 I can remember flying myself to Blacksburg, Virginia, once for a
12 meeting in the morning knowing that I needed to get to
13 Washington D.C. that evening for a club meeting, and the plane
14 that I was flying did not have the capabilities to fly in the
15 weather. I picked up the phone, and he was there in an hour and
16 20 minutes.
17 Q. Yes, sir.
18 A. In the latter part of this, Mike had a terrible
19 accident that really confined him to a wheelchair for a period
20 of time.
21 Q. Yes, sir.
22 A. And he was just about losing everything, and I can
23 remember talking to my father. I just said, Dad, you know, this
24 guy makes what we do possible. Send him money. We'll get it on
25 the backend.

368

1 Q. Yes, sir.
2 A. He's going to take us places. We're going to do
3 things. We can work out that. It was a great benefit to
4 Palmetto State to have his services.
5 Q. Yes, sir. Anything else?
6 A. That's the one that jumps at me the most. And that's
7 one that as you look back through the records, you'll say we've
8 written Mike a check for $5,000, and we don't have travel or a
9 meeting or anything at that particular time. There's more to
10 that story than looking through receipts and travel plans.
11 Q. Yes, sir. Are you aware of the meeting over in
12 Louisiana after the bowl?
13 A. The only knowledge I have of the events in Louisiana
14 was that there was a marketing function at that bowl game.
15 When -- you know, I just know that that was happening.
16 Q. Yes, sir.
17 A. That's what I know. I didn't go, wasn't invited.
18 Q. Yes, sir.
19 A. I don't really like South Carolina, so I wouldn't have
20 gone anyway.
21 MR. HUNT: I don't think I have any further questions.
22 THE COURT: Mr. Price?
23 EXAMINATION BY MR. PRICE:
24 Q. The payments to Mike Huizenga that's noted in 2007 as a
25 loan, that was, in fact -- those were, in fact, then a loan to

369

1 Mike Huizenga; correct?
2 A. I don't know that I'd classify that as a loan to him.
3 I would classify that as moneys that we sent him knowing that we
4 would use his services and that stuff would balance itself out.
5 Q. Okay. But it wasn't for any specific services. It was
6 because he was injured?
7 A. The money was sent to Mike to keep him in a position so
8 that he could service us as we were accustomed to being serviced
9 as time went forward.
10 Q. It was for a good cause, kind of like the money for
11 Darren Bruce Ministries, but it's difficult to pinpoint what
12 exactly the LLC got back for that; correct?
13 A. I think it's different from the moneys that went into
14 Dan Bruce Ministries. To my knowledge -- I don't know what they
15 did for the LLC. I can't speak to that. I can speak to the
16 services that Mike provided us, and at this point in time
17 sending him those checks would enable him to continue to provide
18 those services. In essence, what it would have been is a
19 prepayment for services to come.
20 Q. Yesterday Mr. Hunt asked you whether the -- it was
21 important for your dad to look good to sell stuff, so, in that
22 case, was plastic surgery a legitimate expense of
23 Palmetto State. You remember that line of questioning?
24 A. I remember the line of questioning.
25 Q. Did you believe at that time that plastic surgery was a

370

1 legitimate expense of Palmetto State?
2 MR. TALLEY: Your Honor, I'm going to object. He's
3 mischaracterizing his testimony.
4 THE COURT: Hold on. Rephrase the question, please.
5 EXAMINATION RESUMED BY MR. PRICE:
6 Q. Well, the question -- okay. The question is, do you
7 believe that plastic surgery was a legitimate expense of
8 Palmetto State?
9 A. I believe that my father would make the case that it
10 was a legitimate expense of Palmetto State.
11 Q. Okay. And today I think you testified that you believe
12 that the payments made to J & P Enterprises were a legitimate
13 expense of Palmetto State because it was legitimate compensation
14 owed your dad?
15 A. It was my understanding that that would be the
16 compensation for him.
17 Q. Were you -- you testified that you didn't even know you
18 had an ownership interest in Palmetto State until after this all
19 came to light; correct?
20 A. That is correct.
21 Q. So were you present for any of the meetings amongst
22 Lamar Greene and Mr. West and Mr. Rodriguez about how much your
23 dad would be compensated and beginning when?
24 A. I was not -- I was not present for those meetings. I
25 was present for meetings. It was --

371

1 Q. So were you present at the meeting -- do you have any
2 personal knowledge to contradict the testimony that the
3 agreement was to pay your dad $10,000 a month starting in July
4 of 2005?
5 A. The information I have was that my father indicated
6 that he was going to be paid that salary --
7 Q. Okay.
8 A. -- for the work that he did for the company.
9 Q. You were present at Ron West's deposition, were you
10 not, at my office where we videotaped it?
11 A. No. Was I? I don't remember.
12 Q. Okay. Were you present at the meeting he testified
13 about in the deposition?
14 A. I don't think so.
15 Q. Okay.
16 A. Was I?
17 Q. I don't know. I don't know. You may not have been
18 present at the deposition, but were you present at a meeting
19 between Lamar Greene, Rich Rodriguez, and Ron West where it was
20 agreed what your dad would be compensated?
21 A. No.
22 Q. Were you aware that your dad, Ron West, and
23 Rich Rodriguez each contributed $10,000 to get this LLC started?
24 A. Help me.
25 Q. Were you aware that Lamar Greene, Rich Rodriguez, and

372

1 Ron West each contributed $10,000 as kind of a buy-in to get the
2 LLC started?
3 A. I was not aware.
4 Q. Okay. Were you aware that on January 4th, 2005,
5 John Lovett invested $34,500 into this LLC?
6 A. Did not know that.
7 Q. Okay. You were asked about the first item on
8 Plaintiff's Exhibit 1, which was a check. Do you have that in
9 front of you, sir?
10 A. I think I do. Is this –
11 Q. Yes, there it is. The first check – the first item on
12 that is a check dated January 4th, 2005, to Clemson Towers;
13 correct?
14 A. Yes, sir.
15 Q. Okay. To the extent – I think you were actually shown
16 the statement right behind it that indicated a balance at some
17 point the beginning of January. But to the extent there were
18 funds in that account prior to January 4th, 2005, or on the date
19 that first item was written, it's entirely possible that those
20 came from the $10,000 that everybody bought in or John Lovett's
21 investment; correct?
22 A. I do not have information of that.
23 Q. Do you know who John Lovett is?
24 A. I think he was a football coach at Clemson, but I don't
25 know that I've ever met him.

373

1 Q. Were you personally present when anybody made
2 investments in this LLC?
3 A. No.
4 Q. If you accept the argument that the payments made to
5 J & P for J & P's benefit were legitimate compensation to your
6 dad and you add that $154,772.65 to the $364,891 shown on
7 Plaintiff's Exhibit 6, which is the list of salary paid to your
8 dad, okay, do you know – would you agree with me that that
9 number is $519,653.65?
10 A. You got to help me more.
11 Q. Okay.
12 A. Help me understand what you're trying to get me to.
13 Q. Well, you've testified that the payments that were made
14 for J & P's benefit were legitimate compensation to your father,
15 and I believe your testimony is also that the $364,891 shown on
16 Plaintiff's 6 was also legitimate compensation to your dad.
17 A. I don't know that I did that.
18 Q. Okay. Well –
19 A. I don't see the 360,000. You said it's 6. I may not
20 be looking at the right thing.
21 Q. And I apologize. It's Plaintiff's Exhibit 5. So that
22 was my fault.
23 A. Okay.
24 Q. The total payments –
25 A. Yes.

374

1 Q. – 364,000 –
2 A. Correct.
3 Q. – okay, plus the 154,000 that was made for J & P's
4 benefit, that exact number, sir, is $519,653.65. Do you agree
5 with that?
6 A. I agree with that math, yes.
7 Q. Okay. So if we were to say, well, maybe Mr. Greene was
8 entitled to $10,000 a month prior to when he began getting paid
9 in July 2005, would you agree that 519,000 equals roughly
10 $10,000 a month for 52 months?
11 A. Yes, sir.
12 Q. Okay. That's four years, four months; correct?
13 A. Yes, sir.
14 Q. So if we take the amount of money your dad was paid
15 allegedly as compensation, just the salary where he wrote salary
16 on the check and just the money to J & P, then, essentially,
17 you've got a situation where he would have been paid $10,000 a
18 month since March of 2003. Do you have any reason to believe
19 that was the agreement in terms of what your dad would be
20 compensated?
21 A. My understanding of the agreement is that that would
22 start when he started doing the work for Palmetto State.
23 Q. And when was that?
24 A. That, to the best of my knowledge, would be in the
25 early part of 2004.

375

1 Q. And, of course, those numbers don't include the stuff
2 for plastic surgery, for Tom James Engineer; correct?
3 A. That is correct.
4 Q. Now, speaking of Tom James Engineer, do you have any
5 reason to believe that Tom James was an engineer?
6 A. Tom James is not an engineer.
7 Q. Okay. So why would that be written on the checks if
8 there wasn't a deliberate intent to deceive?
9 A. I can't answer that question.
10 Q. Okay. Regarding this question about whether your
11 father invested $40,000 on the down payment for the Columbia
12 property, were you present when that property was closed – that
13 purchase was closed?
14 A. I was not present when that was closed.
15 Q. Do you have personal knowledge of the disbursements
16 that were made at closing?
17 A. I do not have those.
18 Q. Can you sit here and testify with any certainty whether
19 or not your father was repaid at closing?
20 A. It is my belief that he was not repaid at closing.
21 Q. Is that belief based on anything other than a hope?
22 A. A hope?
23 Q. Yes, a hope. What's the basis for that belief?
24 A. I do not have a basis other than I do not believe he
25 was paid at that closing. I have no firsthand information of

376

that.
Q. Okay. The loans on J & P balance sheet, I understood your testimony to be those are loans by owner?
A. I didn't testify to that.
Q. Okay. Well, Mr. Talley, I believe, asked you about how the loans are shown on J & P Enterprises' balance sheet.
A. Yes.
Q. How are they shown?
A. They would be shown as loans from officers.
Q. From officers. So they're not shown as a loan from Palmetto State?
A. They are not.
Q. And when J & P Enterprises filed bankruptcy in February of 2006, was there some effort made to sit down and identify all of J & P Enterprises' creditors?
A. There was.
Q. Okay. Was Palmetto State listed as a creditor?
A. It was not to my knowledge.
Q. Okay. But, at that point, Palmetto State had made what are alleged to be loans to J & P Enterprises; correct?
A. What are to be alleged, correct.
Q. Okay. Mr. Greene, in working closely with your father at J & P Enterprises, at Palmetto State -- with Palmetto State, was it ever evident that your father was living above his means?
A. No.

377

Q. It was not?
A. No.
Q. When did it become evident -- did it ever become evident to you?
A. That my father was living above his means?
Q. Yes, sir.
A. I had -- it did not, no. He had limited -- he had -- from my perspective, he had a lot of income and some limited expenses.
Q. Okay.
MR. PRICE: Thank you, sir. I have no further questions.
THE COURT: Any other questions?
MR. TALLEY: Yes, sir.
REEXAMINATION BY MR. TALLEY:
Q. Mr. Greene, you were asked about being present for meetings with the members of the LLC --
A. Yes.
Q. -- by Mr. Price. Have you, since Mr. Brown made you and your father aware of his concerns in 2007, tried to sit down with the other members of the LLC?
A. I know that my father made countless attempts to sit down with Coach Rodriguez. He made several phone calls to try to sit with him to at least give him an explanation of what he was told, to at least try to show him why things were done, why

378

they were -- Coach Rodriguez, for whatever reason, never met with my father.
I can remember one particular time that -- when Coach Rodriguez was still at West Virginia, my father was going up -- soon after this happened was going up to a football game, and typically Coach Rodriguez would provide tickets, help put that together, and I can remember Julee telling me that they had just gotten into West Virginia when they got a call from his secretary indicating that he wouldn't be available -- there was nothing available, and, in essence, she said that they just turned around and came back home.
I know that he called Coach Rodriguez on numerous occasions, sent e-mails, trying to get in touch with him. Coach Rodriguez would be the one that my father would go and attempt to meet with. Good, bad, or indifferent, he didn't have -- he just didn't think this could be handled through Coach West. So he went to Coach Rodriguez.
Q. Were you aware of letters that were sent asking for a meeting?
A. I know that there was communication from my father -- my father told me that he had sent letters, made phone calls, sent faxes, trying to get in touch with him every way he could.
MR. TALLEY: No further questions.
THE COURT: Mr. Hunt?
MR. HUNT: None, Your Honor.

379

THE COURT: All right. Thank you, sir. You can step down. You can go have a seat.
All right. Mr. Talley, any other witnesses?
MR. TALLEY: Yes, sir. But, if I may, just for the record, in the questioning Mr. Price just did regarding Exhibit 5, I'd just ask the Court to bear in mind the testimony of yesterday that the figure the Plaintiff put on Exhibit 5, by plaintiff's manager's own testimony, was incorrect as certain of those items were documented in other of the exhibits. Specifically --
THE COURT: Letter C.
MR. TALLEY: -- Letter C, Letter H.
THE COURT: H.
MR. TALLEY: I think we did Letter J. And then --
THE COURT: Hold it. You agree with that, Mr. Price?
MR. PRICE: No, sir. I only have a note that Letter C -- I'm sorry, Judge. I only have a note that Letter C was also included. I think there was some testimony whether the $30,000 bonus was legitimate or -- I mean, whether that was legitimate, but I don't see where any other of these charges were included somewhere else other than Letter C.
MR. TALLEY: Well, if I may, and you just stop me when I'm off base. I can ask Mr. Brown. But on Exhibit 6 -- Letter B appears on Exhibit 6 -- on Exhibit 6, it is listed as Item D. On Exhibit 5, it is list ed as Item B right before the

380

1 $7,500 that's Item C on Exhibit 5 we were talking about, so --
2 THE COURT: All right.
3 MR. PRICE: Your Honor, we'll concede that it appears
4 that 85 -- $8,503 is listed twice and that our claim for damages
5 should be reduced by that amount.
6 MR. TALLEY: But I -- as to Item H, as I recall, the
7 testimony of Mr. Brown was that that was not salary. That was
8 actually a bonus that was taken at the same time all members but
9 for Mr. Jeff Greene received funds.
10 THE COURT: Are you going through this to try to avoid
11 calling Mr. Brown again?
12 MR. TALLEY: Well, I think that we'll have to do that
13 regardless. I'm just --
14 THE COURT: All right. Come --
15 MR. TALLEY: -- trying to save --
16 THE COURT: -- round, sir.
17 MR. TALLEY: -- time with Mr. Brown.
18 THE COURT: Just a reminder, you're still under oath.
19 THE WITNESS: Yes, sir.
20 EXAMINATION BY MR. TALLEY:
21 Q. Mr. Brown, I'm going to hand you what's been marked as
22 Plaintiff's Exhibit 2.
23 A. Oh, okay.
24 Q. It's the Regions account listing. I believe your
25 testimony was earlier you actually made this spreadsheet; is

381

1 that correct?
2 A. That's correct.
3 Q. Okay. The -- on Page 2 of that exhibit --
4 A. Mm-hmm.
5 Q. I think we talked in some detail about Page 1. But
6 Page 2, let's just start at Item 64, Hot Spot, 44.94. Do you
7 know where that Hot Spot's located?
8 A. Hold on one second. No, I do not know where it's
9 located.
10 Q. Why is it on here?
11 A. Going back and looking at the dates, I concluded that
12 that was a day that Lamar was not doing condo business.
13 Q. Then -- and what led you to that conclusion?
14 A. If you go look at the day before, 4/20, Jerry Kelly's
15 transaction, that is a lunch place in Columbia, South Carolina,
16 where we often ate lunch together when we were down there, and
17 so I was going back and looking -- I don't have the exact
18 calendar in front of me as to what days were what, but I went
19 back and, based on my recollection, that was the day that -- the
20 next day Lamar was not doing condo business.
21 Q. All right. And are you on Page 20 of Exhibit 2?
22 A. Page 20, yes.
23 Q. Okay. So, based on what you just said, on 4/20,
24 Jerry Kelly's is in Columbia?
25 A. Yes.

382

1 Q. All right. And then the Hot Spot charge I asked you
2 about was on 4/21?
3 A. Yes.
4 Q. And then on 4/24 there's a charge for the Townhouse
5 that you've highlighted as well and included for $20.66?
6 A. Yes.
7 Q. What is the Townhouse?
8 A. I'd have to -- I'm not sure exactly what the Townhouse
9 is.
10 Q. Isn't that a hotel in Columbia, South Carolina?
11 A. I'm not sure.
12 Q. But you included it anyway?
13 A. Yes.
14 Q. And then if you look on 4/25, there's another charge
15 for Jerry Kelly's --
16 A. Yes.
17 Q. -- for $19.47.
18 A. Yes.
19 Q. So is it not plausible that Mr. Greene was in Columbia
20 for a series of days consecutively in April of 2006 when
21 The Spur was being constructed?
22 A. It's possible.
23 Q. If you look back on the second page of Exhibit 2,
24 line -- beginning at Line 79, there's a Harris Teeter charge.
25 Do you know where that Harris Teeter is located?

383

1 A. Say it again.
2 Q. The Harris Teeter charge, do you know where the
3 Harris Teeter is located?
4 A. And what specific item are you asking, Scott?
5 Q. I'm sorry. I'm looking at -- we're talking about a lot
6 of numbers. I'm not trying to confuse you. I'm looking -- I'm
7 referencing the far left --
8 A. Yes.
9 Q. -- Item Number 79 --
10 A. 79.
11 Q. -- beginning at 79.
12 A. Question?
13 Q. Do you know where that Harris Teeter is located?
14 A. I do not know.
15 Q. And those charges that go down through Line 91, most of
16 which you've highlighted on Page 23 of this Exhibit 2, do you
17 know where the Boathouse is located, Amoco Oil, Chauffeurs
18 Unlimited, High Cotton?
19 A. Well, what I did there, I went back and looked at where
20 it said the Great Beach, Virginia, the top transaction for
21 $4,114, and I just assumed because of that -- you know, that
22 that's -- and Great Beach, Virginia, was where all these
23 transactions took place. And if I remember correctly, I
24 contacted Mr. West and asked him, did he ever know about a trip
25 to Great Beach, Virginia, and he said no.

384

1 Q. Okay. Well, I would submit to you, sir, that grouped
2 in on this same day --
3 A. Yes.
4 Q. -- there are charges at the Isle of Palms and
5 Mount Pleasant, both of which are in South Carolina, and you
6 were present, were you not, during testimony that these members
7 took a trip to Charleston?
8 A. Yes.
9 Q. Could it quite possibly be that these charges are all
10 related to them being together in Charleston in May of 2006?
11 A. It possibly could be. But I would like to make the
12 point that if these charges are on this, then why was he taking
13 payments for reimbursement for stuff that had already been paid
14 by this credit card?
15 Q. If you look at Item 97 --
16 A. Yes.
17 Q. -- that appears on Page 25 of Exhibit 2 --
18 A. Page 25.
19 Q. -- it's a $39.14 charge to Raceway.
20 A. Say that again.
21 Q. It's a $39.14 charge to Raceway.
22 A. Yes.
23 Q. Do you know where that Raceway is located?
24 A. I do not.
25 Q. If you look down at Item 98, Pilot, 26.84, do you know

385

1 where that Pilot is located?
2 A. 98?
3 Q. It's on the same Page 25 of the exhibit.
4 A. I do not.
5 Q. But two days prior to that on June 28th there's another
6 charge to Jerry Kelly's.
7 A. That's correct.
8 Q. Could you have perhaps been present for lunch that day
9 at Jerry Kelly's?
10 A. I could have.
11 Q. So it's possible that prior to and after that
12 Mr. Greene traveled from Columbia during construction of
13 The Spur, is it not?
14 A. Yes. But also, too -- what's the month during this
15 time? At this point in time in -- at Coach Rodriguez's request
16 in starting to work with Jeff and them, I usually had a pretty
17 good knowledge of days he was at The Spur and that usually on
18 days that he's at The Spur the next day he was usually doing --
19 back to doing J & P business.
20 Q. Is that a generalization you're making?
21 A. Yeah, I guess you can say it's a generalization. But
22 with the lack of receipts, there was a lot of -- there had to be
23 a lot of detective work to try to figure out what was allowable
24 and unallowable.
25 Q. On the trips you made to The Spur and were present for

386

1 some of these lunches, et cetera, do you have receipts for that?
2 A. No. Mr. Greene usually paid for them.
3 Q. Okay. And you willingly ate off the Palmetto State's
4 dime?
5 A. Pardon me?
6 Q. You willingly ate off the Palmetto State's dime?
7 A. Yes.
8 Q. So why were you allowed to and he wasn't, I guess?
9 A. Pardon me?
10 Q. Why were you allowed to and he wasn't?
11 A. If it was in the business of conducting Palmetto State
12 business, it to me would have been a reasonable expense.
13 Q. So, other than assumptions you are making about these
14 entries I've asked you about --
15 A. Mm-hmm.
16 Q. -- you don't have anything to show this Court to say it
17 was certainly not Palmetto State's business being conducted for
18 that transaction?
19 A. Repeat the question.
20 Q. You don't have anything other than your assumptions to
21 give to this Court to say that, I am certain that these items in
22 Exhibit 2 were non-Palmetto State business?
23 A. What's your definition of assumptions?
24 Q. Well, that's your own word. As I stood there, you said
25 you're assuming that -- specifically on the Charleston trip,

387

1 you're assuming since these -- right before that was some charge
2 in Virginia that this was not company related.
3 A. Yeah, you're correct there.
4 Q. So all we've got --
5 A. But -- but in that case there actually what the
6 evidence shows now is he paid for by credit card and then went
7 back and asked for reimbursement by check for that same trip.
8 Q. Okay. And how do you -- how do you lump the two
9 together?
10 A. If you go to Plaintiff's Number 5 --
11 Q. Okay.
12 A. Are we talking 2005 or '7 here?
13 Q. Well, the Charleston trip I asked you about was 2006.
14 A. Okay. My mistake on that one. I was thinking it was
15 the same time as the Myrtle Beach outing.
16 Q. And I thought that's where you were going. That's why
17 I asked.
18 A. Okay.
19 Q. But there are -- I mean, my point is this, Mr. Brown.
20 A. Yeah.
21 Q. I understand the Court wants us to move along, and I'd
22 like to do that no more than anybody else. But you're in here
23 asking for $1.8 million, and all we've got, is it not true, is
24 assumptions you've made in many instances like in
25 Plaintiff's Exhibit 2?

A. It's not my place to make that judgment on what's been presented.
Q. Okay. But you were – you are in here as the representative of the Plaintiff asking this Court to put a $1.8 million judgment against an estate, a widow, and a company.
A. Yes, I am.
Q. And this is your evidence, is it not?
A. This and volumes that went into make this.
Q. Where's that?
A. If you go through and look at the depositions, materials that have – I know were sent over to your office from Chris Olson's office.
Q. On Exhibit 6 –
A. 6, yes.
Q. – the $22,005 in cash withdrawals.
A. Yes.
Q. Do you have any evidence showing what the $22,005 was spent on?
A. I do not.
Q. How did it come to be a part of your damages claim in this lawsuit?
A. There were cash withdrawals without any documentation to go behind what the cash was used for, and in a forensic accounting situation they would clearly ask if you don't have documentation to back up cash withdrawals. Whether it's in a

business or with the IRS, it's considered unallowable.
Q. The records attached to Exhibit 6 do not show where the cash was spent; correct?
A. That's correct.
Q. Okay. And we were just looking at – strike that.
Do you have Exhibit 5?
A. Let me see. Yeah, I got Exhibit 5.
Q. Okay. This is the one we were talking about with the Court, Item H.
A. H.
Q. Were you aware that each member took a bonus in or around August of 2006?
A. I was not aware.
Q. Okay. Have you become aware through this case that Mr. West and Coach Rodriguez both received $50,000 at that same time?
A. Yes.
Q. Okay. And so I thought I understood that we agreed yesterday that that would not be considered part of his salary?
A. Pardon me?
Q. I thought I understood yesterday that we agreed that $30,000, in light of the other transactions for the members, would not be considered part of his salary in this calculation?
A. I don't remember – I don't specifically remember agreeing to that. I do remember questioning yesterday along

that lines.
Q. Okay. But you've calculated in your Exhibit 5 $30,000 into his, what you believe to be, 27 months of salary eligibility?
A. That's correct.
Q. Were there other bonuses taken by the members?
A. Going back – after being – having access to the bank records and doing all this research, yes, there were bonuses paid to – 50,000 to Rich Rodriguez and 50,000 to Ron West.
Q. Has Coach West and Coach Rodriguez had the chance to review this Exhibit 1?
A. They both have, and it's quite a long time ago.
Q. Okay. Did Coach West mention to you that Item 26, $900, was actually paid for his unit at Clemson Towers?
A. Pardon me?
Q. Item 26, to Clemson Towers, $900.
A. Did – what's your question again?
Q. Did Coach West tell you that that was paid for his benefit – his unit?
A. No.
Q. But because Lamar also owned a unit there you put it on the spreadsheet; is that correct?
A. Pardon me?
Q. Because Lamar also owned a unit at Clemson Towers you put it on the spreadsheet?

A. Which one is it again?
Q. It's Item 26.
A. 26. Yes.
Q. Okay. And even though if you look at Page 9, Check 1038, in the memo line it says "loan to West" –
A. Say it again.
Q. On Page 9 of Exhibit 1, the bottom right –
A. Mm-hmm.
Q. – Check 1038, CTHOA, $900, the memo line says "loan to West."
A. Yes.
Q. Okay. But that still got put in your damages claim against these Defendants?
A. Yes.
Q. Why?
A. Because it was made out to Clemson Towers Homeowners' Association, which didn't have anything to do with building condos for Palmetto State.
Q. Have you spoken with Coach West about this?
A. No, I have not.
Q. Do you intend to do so?
A. Do I intend to do so?
Q. Yes, sir.
A. No.
Q. So he gets a pass on his funds used for non-condo

392

1 purposes you just stated; is that right?
2 A. Pardon me?
3 Q. Why does he get a pass? I mean, if we're going by what
4 checks are written for and what they say, this clearly says
5 "loan to West."
6 A. Yes.
7 Q. And you're not concerned about it?
8 A. At this point in time, these are the records, these are
9 what was able to be put together.
10 Q. Okay. And you put this together in 2007, 2008, I
11 believe; right?
12 A. That's correct.
13 Q. So for five years we just give Coach West a pass, just
14 bury these Defendants?
15 A. No.
16 Q. Well, how do you explain that?
17 A. Pardon me?
18 Q. How do you explain it then?
19 A. I didn't have enough hours or time in a day to go track
20 down everybody that got money out of this account that was not
21 used for Palmetto State.
22 Q. Well, that was pretty clear, is it not? I mean, it
23 says it right there on the check, and you were still being paid
24 by this Estate $500 a day.
25 A. I was being paid $500 a day, and the majority of my

393

1 time at that point in time was to keep the LLC solvent and make
2 sure business was finished and all of the creditors and
3 everybody got paid their bills, et cetera. There wasn't enough
4 money to go out and hire a complete team. It would have taken
5 multiple individuals 24 hours a day to do this.
6 Q. Okay. But don't you think it would have been important
7 if that was your mission at the time to identify any and all
8 sources of funds that might be due to the LLC?
9 A. Say that again.
10 Q. Don't you think if that was your mission at that time
11 it would have been important to identify any and all sources of
12 funds due to the LLC?
13 A. It was.
14 MR. TALLEY: No further questions.
15 THE COURT: Mr. Hunt?
16 EXAMINATION BY MR. HUNT:
17 Q. Did you not even have enough time to track down
18 $100,000?
19 A. Pardon me?
20 Q. Did you not even have enough time to track down
21 $100,000 that's reflected on Plaintiff's Number 1, Item 31?
22 A. Say it again.
23 Q. Did you not have enough time to even track down what
24 happened with that $100,000?
25 A. No, I did not.

394

1 MR. HUNT: Thank you, sir.
2 THE COURT: Mr. Price?
3 EXAMINATION BY MR. PRICE:
4 Q. Mr. Brown, the lack of documentation was a real
5 problem, wasn't it?
6 A. Yes, it was.
7 Q. Can you explain why there was absolutely no
8 documentation?
9 A. Because there -- there was none ever kept in many
10 cases. When this was first discovered and Chris Olson's
11 attorneys were retained by the LLC, they asked for the
12 documentation. They asked for documents from the Greenes, from
13 Lamar, and none was ever produced.
14 Q. Were you able to rely on the documentation you could
15 track down? I mean, could you trust that what was written on a
16 check was actually what it was for?
17 A. Pardon me?
18 Q. Could you trust that what was actually written on a
19 check was actually what that check was for?
20 A. No.
21 Q. So there was a lack of documentation.
22 A. Yes.
23 Q. There was a problem with the veracity of the
24 documentation that did exist.
25 A. Yes.

395

1 Q. You were asked about some of these specific charges,
2 like Number 65 on Plaintiff's Exhibit 2, which was a $20.66
3 debit to a hotel -- allegedly a hotel in Columbia.
4 A. Yes.
5 Q. In your experience with Lamar Greene, did Lamar Greene
6 stay at the kind of hotel you could get for $20.66 a night?
7 A. No.
8 Q. What about this Item 79, Harris Teeter for $104.21?
9 That's on the same day as a $4,114.63 debit in Great Beach,
10 Virginia.
11 A. Mm-hmm.
12 Q. What football team plays in Great Beach, Virginia?
13 A. None.
14 Q. Okay. Were you able to identify any reason why there
15 was -- any legitimate business reason why Lamar Greene was
16 making business debits in Great Beach, Virginia?
17 A. No.
18 Q. Item 54, Exhibit 2, that's on Page 16, $148, Pink Pony.
19 Do you know what Pink Pony is?
20 A. In Atlanta it's a strip club.
21 Q. Do you know what it would be anywhere else?
22 A. No.
23 Q. Number 94, Clemson Cleaners. How could dry cleaning be
24 a legitimate company expense?
25 A. It couldn't.

396

1 Q. And one thing that I don't understand, maybe you can
2 explain to me, why is it that if Mr. Greene took a trip with the
3 other members, then every expense he incurred on that trip was a
4 company expense?
5 A. Repeat the question.
6 Q. Why is it that when Mr. Greene, even if he took it with
7 other members -- a trip with other members to the beach, that
8 every expense that he may have incurred on that trip was a
9 company expense?
10 MR. TALLEY: Objection; he's calling for pure
11 speculation from the witness.
12 THE COURT: Rephrase -- repeat the question, please.
13 MR. PRICE: Okay.
14 EXAMINATION RESUMED BY MR. PRICE:
15 Q. Okay. When a person takes a trip --
16 A. Yes.
17 Q. -- they incur certain expenses; correct?
18 A. Yes.
19 Q. And some of those expenses can be legitimate business
20 expenses.
21 A. Yes.
22 Q. And some can be less than legitimate business expenses.
23 A. Yes.
24 Q. Okay. What I don't understand is why is it that just
25 because Lamar Greene was on a trip with another member of the

397

1 LLC that that expense incurred by Lamar Greene should be
2 presumed to be a business expense?
3 A. Can't assume.
4 Q. Okay. Is there any evidence that Ron West or
5 Rich Rodriguez were buying their meals with company funds?
6 A. No.
7 Q. Okay.
8 MR. PRICE: I have no further questions, Mr. Brown.
9 THE COURT: All right. Thanks, sir. You can step
10 down.
11 THE WITNESS: Oh, thank you.
12 THE COURT: Anything else, Mr. Talley?
13 MR. TALLEY: I think I'm done, Your Honor.
14 THE COURT: Mr. Hunt?
15 MR. HUNT: Nothing else, Your Honor.
16 THE COURT: Anything else from the Plaintiff?
17 MR. PRICE: Plaintiff -- if Defendant is resting their
18 case, we would make a motion for directed verdict at this time.
19 THE COURT: You can make it for the record, but I'm
20 going to deny it.
21 MR. PRICE: Okay. Well, for the record, I am making a
22 motion that there is no question of fact to be determined. I
23 think it's been acknowledged the substantial portion of the
24 funds that have been presented to the Court's attention were for
25 expenses that had no relation to Palmetto State Enterprises and

398

1 therefore should be -- certainly Palmetto State Enterprises
2 should be granted directed verdict as to liability on this cause
3 of action against Mr. Greene's Estate for breach of fiduciary
4 duty and for liability on its causes of action against Palmetto
5 State -- I mean, against Lamar Greene's Estate, Julee Greene,
6 and J & P Enterprises for conversion. Even if there is some
7 determination that needs to be made as to the amount of damages,
8 I do think the directed verdict on the issue of liability is
9 appropriate because there's no question of fact that these
10 events occurred and in many cases have been acknowledged by the
11 particular Defendants accused.
12 THE COURT: All right. You're protected on the record.
13 Any other motions, gentlemen?
14 MR. TALLEY: Your Honor, I'd just renew our earlier
15 directed verdict motion made at the close of --
16 THE COURT: I'm going to be consistent. I'm going to
17 deny that as well.
18 All right. Mr. Hunt?
19 MR. HUNT: Same, sir.
20 THE COURT: Same ruling.
21 MR. HUNT: Yes, sir. Thank you.
22 THE COURT: All right. Let me -- I also need to read
23 into the record that the Court has reviewed the voluminous
24 depositions that were submitted at trial yesterday, including
25 the deposition of Brenda Pressley that was taken June 29th,

399

1 2010. She is a CPA in North Carolina, and just some of the
2 relevant portions of her deposition, she did personal tax
3 returns of Lamar and Julee Greene and also J & P from 2004
4 through 2008. In her deposition she testified that she uses
5 information supplied by the clients, in this case primarily, if
6 not exclusively, Lamar Greene. Interesting was that she stated
7 for 2005, 2006, and 2007 that Lamar Greene reported zero income
8 from the Plaintiff. She also stated that if Lamar Greene had
9 received any type of salary or income that should have been
10 reported. Also, she testified that any payments that
11 Lamar Greene would have received from Plaintiff for
12 non-business-related expenses should likewise have been reported
13 as taxable income, and she testified there were no such
14 designations on any of the information she received in preparing
15 tax returns. She also noted that there was no income reported
16 to Lamar Greene from J & P during these times either and that
17 he, according to her records, was a 52-percent owner in J & P
18 and also president during the time from 2004 to 2008. She also
19 testified that had J & P received any income from Plaintiff that
20 should have been shown. She also testified there were no
21 records that she was aware of representing any loans by
22 Plaintiff to J & P.
23 Also reviewed the deposition of Dwight Morgan taken
24 May 17th, 2012. Mr. Morgan was one of the owners of
25 Morgan & Bartos, B-a-r-t-o-s, that worked on the Tuscaloosa

1 project. His testimony revealed that Lamar Greene was actively
2 involved in the project and that Lamar Greene at some point had
3 come to him stating that he needed -- and somewhat of a
4 paraphrase -- a $150,000 deduction or reduction due to poor cash
5 flow and that Mr. Morgan was aware that an invoice would be made
6 from Gaston Engineering in the amount of $150,000. At the same
7 time, there would be a deduct in flooring in order to offset the
8 $150,000. He also testified -- he being Mr. Morgan -- that the
9 $150,000 was to be billed for what he called value engineering
10 services and that at that time he did not know that Lamar Greene
11 was involved in Gaston Engineering. He later testified he did
12 become aware of that based upon Lamar Greene's telling him he
13 was involved in Gaston Engineering. There were also later
14 invoices totaling $37,500 from Gaston Engineering that were
15 submitted to Mr. Morgan on the Tuscaloosa project. He also
16 testified that he had no idea what Gaston's involvement was on
17 the project itself.
18 I also reviewed the deposition of Ron West, one of the
19 members of the Plaintiff LLC, that was taken March 19th, 2012.
20 For the most part, his testimony was consistent with that of
21 Mr. Brown. He did state that as far as he knew each member,
22 being he, Mr. Rodriguez, and Mr. Greene, initially put in
23 $10,000 into Plaintiff to start the LLC. Mr. West testified his
24 primary role was to find investors and that Lamar Greene was the
25 one primarily making business decisions for the Plaintiff. He

1 did state that he and Mr. Rodriguez told Lamar Greene to not pay
2 Al Bell for any type of services. He also -- Mr. West testified
3 in his deposition that outside of Lamar Greene that Mike Brown
4 would be the one in the best position to know the business
5 dealings of the Plaintiff. Mr. West also testified that
6 Lamar Greene was removed by he and Mr. Rodriguez due to
7 questionable handling of money of the LLC.
8 I also reviewed the deposition of Lamar Greene. It was
9 taken on two different dates, first being May 12th, 2008. At
10 that point, he testified that J & P was owned exclusively by his
11 son, Jeff, but that he was an officer, and he did state that
12 Mondays were typically sales meetings in the office in Gastonia.
13 He testified that he did have -- he being Lamar Greene -- did
14 have check writing privileges for J & P. It was also clear that
15 at that deposition he did not bring many of the subpoenaed
16 financial documents. He also testified that he ran Plaintiff as
17 managing member up to September or October of 2007 at what
18 time -- at which time he was removed and that Mike Brown and
19 Floyd Elliott became the co-managers of the Plaintiff.
20 He testified that Lew Jordan -- and I'm jumping around
21 somewhat, of course, but I do want these pertinent facts in the
22 record. He testified that Lew Jordan did not invest any money
23 in The Spur and that he, Lamar Greene, owed him $175,000
24 commissions not related to the Plaintiff LLC, but rather related
25 to Clemson Towers. He admits that the debt to Lew Jordan was a

1 personal debt. He also admitted that he paid some of the Tower
2 bills out of the funds paid into Plaintiff without the members
3 being aware of these payments.
4 Another pertinent point, he testified, consistent with
5 what I've heard in the last two days, that his salary was to be
6 $10,000 a month for 43 months, plus two weeks, which according
7 to his calculations would be $435,000. None of this was in
8 writing. He testified it was oral arrangements and agreements
9 with Mr. West and Mr. Rodriguez.
10 Starting at Page 40 of the deposition on May 12th,
11 2008, he listed any number of expenses that were paid via the
12 plaintiff's bank account that he admitted were personal, and he
13 didn't really know why they were shown on the plaintiff's
14 records and that they were personal expenses of his. He stated
15 that -- on Page 49 of his deposition that the loans he -- that
16 the Plaintiff made to J & P were never authorized by members of
17 the Plaintiff LLC.
18 He also testified that the $100,000 that was paid to
19 Al Bell, at which time apparently Al Bell was on the board of
20 Carolina First, was what he viewed as good faith money to
21 attempt to have Mr. Bell use his sway and influence to get a
22 loan with Carolina First for the condominium project. He
23 testified that he was aware that Mr. Rodriguez and Mr. West said
24 they were in opposition to Mr. Al Bell receiving any funds.
25 He also testified relative to Gaston Engineering that

1 while it shared the same office and the same telephone number he
2 was not aware of Gaston Engineering. He admits it was a false
3 invoice that was paid by Plaintiff, but says it was approved by
4 someone other than him. But he did admit that he got the money
5 and that on the website for Gaston Engineering, at least at some
6 point, Lamar Greene was shown as a principal. He did admit the
7 plastic surgery was not an expense appropriately charged to the
8 Plaintiff, and he also admitted that the furniture purchases
9 were not properly Plaintiff LLC's responsibilities.
10 On the follow-up deposition taken November 14th, 2008,
11 he admitted that the 2005 and 2006 tax returns showed that he
12 generated no salary or income from Plaintiff. Also, on Page 125
13 of that deposition, he denied ever being at Sam's Town Hotel and
14 testified that he had never been to Las Vegas, but I understand
15 from the testimony Sam's Town Hotel is not in Las Vegas.
16 Mr. Greene also testified that he may or may not have
17 signed the names of other people to certain lawsuits seeking
18 collection of funds. Also testified that he was not aware if he
19 had signed certain notes and mortgages in the form of a second
20 mortgage on the Blacksburg condominium projects. He was also
21 questioned relative to over a million dollars being transferred
22 out of certain accounts at Regions. He stated only he and
23 Mr. Rodriguez and Mr. West were authorized to sign on that
24 account, but he didn't know -- he did know that they did not
25 sign anything transferring the funds, but he doesn't know how

404

1 over a million dollars was transferred out.
2 The reality is, based upon the deposition testimony of
3 Mr. Greene, the Court does find that there are significant
4 credibility issues and concerns. There is poor or non-existent
5 recordkeeping, and it is clear that there was a significant
6 degree of inappropriate self-dealing in transfers between --
7 when he was acting as a managing agent of the Plaintiff and
8 J & P and other personal items that have been testified to.
9 And, gentlemen, I know I'm giving you all, like, an
10 information dump, and this -- let me kind of move into what my
11 ruling is now that I've kind of set the parameters first. I
12 appreciate the fact that you all have been good lawyers in all
13 this. This has been a 10,000-piece jigsaw puzzle that is very
14 difficult for even the best lawyers to put together, and I know
15 there have been difficulties throughout all of this.
16 And understand this, the reality is this was a high
17 visibility, high glamour project from day one, big name coaches,
18 big name condominiums, big name football schools, and everybody
19 was happy with each other as long as money was coming in, and
20 that's just the nature of the beast. And then when problems
21 started to arise, obviously the relationship started unraveling.
22 And then, based on the untimely death of Mr. Lamar Greene and
23 coupled with that the lack of good records -- it's just an
24 accounting nightmare, and unfortunately for, you know,
25 Mr. Greene here, who seems like a very nice gentleman, he's

405

1 forced with trying to re-create any number of things that he was
2 not privy to, and the same holds true with Mr. Mike Brown.
3 Trying to re-create this has just been a nightmare.
4 And obviously Lamar Greene, as a managing member, had a
5 duty to the LLC to keep good records, to keep the financial
6 matters straight, and I completely understand -- the mindset of
7 Mr. Lamar Greene was probably, I know how to do this, I know
8 what I'm doing, everything's going well, and so if I need to
9 take some money from this pot to take care of this issue, I'll
10 do it because I know it's going to all be straightened out
11 later. And that sometimes is the mind of a developer and the
12 mind of someone who has done well in business. So I do have
13 that understanding that there is an obligation -- there was an
14 obligation by Lamar Greene.
15 At the same time, moving into this lawsuit, I
16 understand that, you know, the Court is also required to
17 recognize that the plaintiff has the burden of proof, and it is
18 by a preponderance of the evidence, and that it can't be a
19 situation, as so forcefully argued by both of the defense
20 counsel, where you throw something to the wall and see what
21 sticks. And I'm certainly taking that into consideration in my
22 ruling that I'm going to give in just a few minutes.
23 It is clear -- it is noted that there have been any
24 number of inappropriate uses of the funds of the LLC. There
25 were no corporate minutes, no corporate meetings, other than the

406

1 canceled checks very little in the way of financial records, and
2 it's also clear that both other partners, they got some bonuses,
3 and they got some monetary benefits from the LLC that in the
4 purest of senses perhaps they should not have received.
5 As far -- and I'm probably going to be approaching this
6 backwards. As it relates to Mr. Brown's testimony, I do find
7 that he, out of everyone still surviving in this, has been in
8 the best position to identify the financial dealings of the
9 corporation -- of the LLC, that he has spent significant time
10 investigating this matter, that he has talked with the other
11 members of the LLC, and so the Court does, you know, certainly
12 give credence to his testimony and to his investigation.
13 There has clearly been, as noted earlier, intention to
14 misrepresent certain funds -- the use of certain funds of the
15 Plaintiff, including but not limited to the plastic surgery, the
16 Tom James Engineering expenses, which clearly -- and nobody even
17 argues that anymore that these were inappropriate. They were
18 for a personal tailor and in no way related to legitimate
19 business expenses. But then you've got the Gaston Engineering
20 issues. You've got the multiple money transfers from the
21 Plaintiff to J & P, and also you've got the, I think,
22 significant issue of the fact that Mr. Lamar Greene did not
23 report any of these fundings or transfers or income on his
24 personal tax returns.
25 Now, as it relates to Ms. Julee Greene, it's clear to

407

1 me that she was acting in an employee capacity and doing what
2 she was directed to do by Mr. Lamar Greene. As it relates to
3 the conversion cause of action, one element of course is that
4 the person, in this case Ms. Greene, has received some type of
5 benefit from the conversion; and I'm allowing recovery against
6 Ms. Julee Greene in the amount of 1,600 -- excuse me, I'm
7 sorry -- Check Number 1642, one half of that amount. The full
8 amount is $2,571.93. That was for the home repairs in Gaffney.
9 I find that she is responsible for one half of that amount
10 because at the time the funds were used she was aware of it and
11 it was directly benefiting her residence -- or the residence
12 that she had a one-half ownership interest in.
13 As it relates to the other claims against
14 Ms. Julee Greene, I'm going to find that the Plaintiff has been
15 unable to meet its burden of proof. So as it relates to
16 Ms. Julee Greene, the only recovery is one half of $2,571.93.
17 As it relates to recovery against J & P Enterprises,
18 you know, I do find -- and I completely understand that
19 Mr. Jeff Greene is in a difficult situation, and for that I
20 apologize, but I do find that there is sufficient evidence that
21 there has been conversion when I looked at the totality of the
22 testimony, also, the testimony of Brenda Pressley, the CPA, in
23 what her records show as well as what they don't show relative
24 to these transfers.
25 So I am -- well, let me back up one other step. I'm

408

1 also going to allow recovery against the Estate of Lamar Greene
2 for conversion, and what I'm going to do, gentlemen, is go down
3 through the exhibits. It may be best to, so you all can rest
4 your wrists, take down the high points and get the transcript
5 from our very fine court reporter. Because of necessity I'm
6 going to have to go down through a lot of these exhibits item by
7 item.
8 On Plaintiff's Number 1, which is the First Citizens
9 account unallowable charges, I'm allowing recovery against
10 J & P Enterprises for the amounts shown in green shown as
11 J & P Enterprises loans. The record -- the testimony simply
12 does not establish that these were ever intended to be loans
13 other than shown on the check itself, but it's clear these were
14 done during a time when J & P had significant cash flow issues.
15 So some of these amounts are going to be fluid until the order
16 is actually finalized, but I'm showing on Plaintiff's 1 the
17 subtotal was $112,303, plus an amount of $8,146 representing
18 Item 108, the Thorghian, T-h-o-r-g-h-i-a-n, parts loan which
19 clearly was related to the business of J & P Enterprises, so
20 that should be shown on the conversion amount.
21 Now, as it relates to recovery against Lamar Greene's
22 Estate, I'm allowing recovery of the items except, as I'm
23 getting ready to note, I disallow 11, 12, 13, 14, finding that
24 there was testimony that these were related to work on The Spur
25 project, S-p-u-r, in Columbia. I'm likewise disallowing

409

1 Number 20 for the same reason. I'm disallowing 21, the $5,657,
2 because there was some testimony that that was relative to site
3 selection work done by Lew Jordan. Disallowing 22, 23 as being
4 labor amounts. Disallowing 26, the $900, since that appears to
5 have gone to Mr. West's benefit, one of the members of the LLC.
6 I'm disallowing 28, the $300 ad for Miss Teen pageant, finding
7 that that was an ad for The Spur. I'm disallowing 30, the
8 cabinet, because there does appear to be some connection to
9 The Spur project. I'm disallowing 31, the $100,000, since
10 Plaintiff has been unable to establish what that was for. I'm
11 disallowing 32 since it appears that Gary Elder was at one point
12 an investor, and also Mr. Brown candidly admitted he wasn't sure
13 what that was for. I'm disallowing 35 and 36, the MAC Club,
14 finding that that was involving the University of West Virginia,
15 which tangentially could have been involved with the future
16 development of condominium projects up there. I'm disallowing
17 39 just for lack of proof of what it's related to. Disallowing
18 40 since the testimony was that Mr. Huizenga was the pilot for
19 the Plaintiff and that frequently going to bowl games was part
20 of generating future leads for business. I'm disallowing 42 and
21 44 and 45, finding they are related to The Spur development.
22 Disallowing 53, finding it related to The Spur project.
23 Disallowing 56, finding lack of proof. Disallowing 62 and 63,
24 lack of meeting the burden of proof. Disallowing 78, the
25 Talley Law Firm, finding that was work appropriate for the

410

1 Plaintiff. Disallowing 82 for lack of proof. Disallowing 87,
2 the air travel, because it appears it may be tangentially
3 related to development business. Disallowing 89 for lack of
4 proof. Disallowing 96 because of the testimony about
5 Mr. Biershank. Disallowing 103, the $6,250 payment to
6 Mr. Greene, because it is clear that he was intimately involved
7 and, in fact, was a member. Disallowing 107, travel related to
8 future development. Disallowing 69 and 70, disallowing 128,
9 disallowing 139 for lack of proof of what it was spent for.
10 MR. PRICE: I'm sorry, Your Honor, 139?
11 THE COURT: Yes, sir.
12 MR. PRICE: You said --
13 THE COURT: Just lack of proof.
14 MR. PRICE: Yes, sir. You jumped between 107 -- you
15 said 69 and 70.
16 THE COURT: I'm sorry. I meant 121 and 122. I was
17 looking at the wrong column.
18 MR. PRICE: Thank you, Your Honor.
19 THE COURT: Thank you for clarifying that.
20 MR. TALLEY: Your Honor, just for clarification -- I'm
21 sorry -- I have 107 -- and then if I understand what you're
22 saying now, it was 107, 121, 122, 128, and the last number was
23 139?
24 THE COURT: Yes, sir.
25 MR. TALLEY: Okay, perfect.

411

1 MR. PRICE: Thank you, Judge.
2 THE COURT: Also disallowing 143 and 144, finding
3 they're related to business of the Plaintiff. Disallowing 153
4 for lack of proof. Disallowing 157, finding it related to the
5 business of the Plaintiff. Disallowing 160 and 163 based on
6 Mr. Huizinga, as testified to by Mr. Jeff Greene, being the
7 pilot. Disallowing 165, 166, 167, 168 as being related to
8 The Spur project. So I believe that covers all of
9 Plaintiff's 1.
10 And, gentlemen, I completely anticipate that, you know,
11 Mr. Price will be gracious enough to start working on an order,
12 and then we'll probably have to have a conference call because
13 these are my preliminary rulings, and I'm certainly going to
14 give all the lawyers time to look at it and then comment on it
15 again.
16 Now moving to Plaintiff's Number 2, Regions account
17 unallowable charges. Again, I am specifically excluding certain
18 amounts. Excluding Number 4, 6, 7, 8, 9, 11, 14, 15, 16, 17,
19 19, 21, 24, 25, 27, 31, 32, 35, 37, 39, 40, finding those to be
20 appropriately related to the Plaintiff or a lack of proof that
21 they were not inappropriate -- or that they were not
22 appropriate. Disallow -- excluding 49, 50, 51, 53, 55, 56, 57,
23 58, 59, 63, 64, 65, 66, 71, 72, 74, 76, 80, 81, 86, 90, 92, 93,
24 96, 97, 98, 99, 100, 101, 102, 105, 107, 110, 112, 113, 114,
25 116, 117, 118, 120, 122, 123, 127, 129, 130, finding all these

412

1 appear to be properly related to travel expenses. Excluding
2 135, 136, 137, 140, 141, 142, 145, 148, 149, 153, 155, 156, 158,
3 159, 160, 162, 163, 164, all the way through 169, finding that
4 they appear to be appropriately related to the plaintiff's
5 business or that there was a lack of proof.
6 Moving to Plaintiff's 3, NBSC unallowable charges,
7 allowing the complete or total recovery in the amount sought on
8 that.
9 Plaintiff's 5, excluding C, which is $7,500, and I
10 think it -- everybody agreed that should come out. Disallowing
11 H, which is a bonus of $30,000 to Lamar Greene, because
12 testimony is others in the partnership also -- or in the LLC
13 also received bonuses. Also disallowing U, the Myrtle Beach
14 outing, finding that appropriate. I'm also going to give
15 Lamar Greene a credit of $40,000 for the down payment on the
16 Columbia property that will be factored into all this, and I
17 understand Mr. Price's objection to that.
18 On Plaintiff's 6, I'm disallowing the $22,005 since
19 there's no proof of what the cash was spent on or that it was
20 spent in an inappropriate way.
21 On Plaintiff's 7 -- and this is something, gentlemen --
22 I don't know if Plaintiff's 7, which is for the
23 Gaston Engineering change orders of $187,500 -- I don't know if
24 that is encompassed in some other exhibit.
25 MR. PRICE: No, Your Honor.

413

1 THE COURT: Okay. So I think that amount is fully
2 recoverable. And I think I have now gone through all of the
3 dollar amounts on the exhibits.
4 Mr. Price, are there any other exhibits that you're
5 aware of?
6 MR. PRICE: No, sir. I have a couple questions as to
7 J & P Enterprises.
8 THE COURT: Yes, sir.
9 MR. PRICE: I understood that you were going to award
10 on Plaintiff's Exhibit 1 all the amounts in green, plus
11 Item 108, which is the other parts check to China.
12 THE COURT: Yes, sir.
13 MR. PRICE: And I assume, but Your Honor has not
14 stated, that you're also going to award all the amounts in green
15 on Plaintiff's 2 and 3.
16 THE COURT: Yes, sir.
17 MR. PRICE: Is Your Honor going to award the wire shown
18 on Plaintiff's Exhibit 6, which was to the firm for the
19 bankruptcy?
20 THE COURT: Oh, yes, sir, thank you. Yes, sir, that
21 wire to Rayburn, R-a-y-b-u-r-n, Cooper, clearly that was an
22 expense of J & P, so recovery is proper for that, and I
23 appreciate you pointing that out.
24 MR. PRICE: Second question, Your Honor. I assume that
25 you are not holding J & P jointly and severally liable for

414

1 whatever Mr. Greene is liable for after we do this math.
2 THE COURT: That's correct. It's going to be limited
3 recovery against J & P, separate recovery against the Estate.
4 MR. PRICE: Is Mr. Greene's Estate jointly and
5 severally liable for the amount that J & P is also liable for?
6 THE COURT: Mr. Hunt?
7 MR. HUNT: Your Honor, I think Your Honor knows my
8 position. J & P is an ongoing entity at this point in time, and
9 I have not only the heirs of the Estate but also a minor child,
10 and there are other claims against this Estate. So I would --
11 it would strike me that the best way for recovery for Plaintiff
12 in this particular instance is -- and maybe this is not
13 responsive -- would be for it to be against J & P, and then the
14 Estate can whittle down and do -- but I just hate to see the
15 Estate bear all that burden. So I --
16 THE COURT: Mr. Price, my -- at this point I'm leaning
17 towards it not being joint and severally simply because it's an
18 act of the corporation, and the corporation is the one that
19 benefited, but I'll certainly address that when we have our
20 conference call after you draft up your order.
21 MR. PRICE: And one thing for Your Honor to consider is
22 I think that the Estate's still the majority owner of the
23 corporation. I don't know in terms of who actually -- I assume
24 that this corporation being -- doing what it does, having 50,000
25 feet of -- square feet of manufacturing has machines, but I

415

1 don't know if they're owned by the corporation or by the Estate.
2 I just think in terms -- I think it's entirely appropriate that
3 it be joint and several -- at least Mr. Greene would be liable
4 for the moneys that were converted by J & P since he's the one
5 that committed the acts, and then --
6 THE COURT: You want to weigh in on that, Mr. Talley?
7 MR. TALLEY: Well, Your Honor, just to follow up on the
8 last point you made, I would ask respectfully that we leave that
9 open. Quite frankly, I'm not going to stand here and represent
10 to the Court that I completely understand the case law on how
11 the individual acts of the one now deceased to the Estate
12 potentially bind the corporation as well. I know there's some
13 things out there, but I'd at least like the opportunity to look
14 at it and potentially brief, Your Honor --
15 THE COURT: That's fine.
16 MR. TALLEY: -- prior to that call.
17 THE COURT: Once you get the order from Mr. Price, you
18 all look at it, and I would suggest the three of you all have a
19 conference call, and then whatever issues are still out there
20 we'll -- we'll set up a conference call.
21 MR. HUNT: Thank you, Your Honor.
22 THE COURT: All right. Anything else at this point?
23 MR. PRICE: Briefly, Your Honor --
24 THE COURT: Other than disagreeing with me?
25 MR. PRICE: No, sir, I'm not going to disagree with

416

you. I would just – I'll reserve that until you have a final order, and then if I feel appropriate make a motion at that time.

What I would say, Your Honor, is I'd like some guidance – had this case been tried by a jury, all we would have got was a verdict form. I'm not inclined to produce a 20-page order of findings of fact since Your Honor has read them into the record. I'm going to produce an order stating which items you've excluded and which you've awarded to who and let the record speak for itself for the most part as to the specific reasons and the specific findings of fact –

THE COURT: All right.

MR. PRICE: – if that's appropriate.

THE COURT: We'll address all that, and, you know, three good lawyers, I'm sure that we'll come up with something.

All right. And if you all will go through with the court reporter all the exhibits just to make sure that they are, in fact, staying here as opposed to going home in somebody's briefcase.

And two other things for the record, I have taken the original depositions out of the sealed envelopes and replaced the exhibit stickers on there. And I just look forward to getting the proposed order, and we'll go from there.

MR. HUNT: Thank you, sir.

THE COURT: Thank you, gentlemen.

417

MR. PRICE: Thank you, Judge.

(Thereupon, the trial concluded at 1:45 p.m.)

418

CERTIFICATE OF REPORTER

I, AMY L. MOOREFIELD, RPR, A NOTARY PUBLIC IN AND FOR THE STATE OF SOUTH CAROLINA, DO HEREBY CERTIFY THAT THE FOREGOING 167 PAGES REPRESENTS A TRUE AND ACCURATE TRANSCRIPT OF THE TRIAL, WHICH WAS TAKEN BY ME ON THE 10TH DAY OF MAY, 2013.

THAT THE WITNESSES WAS FIRST DULY SWORN TO TELL THE TRUTH, THE WHOLE TRUTH AND NOTHING BUT THE TRUTH OF THEIR OWN KNOWLEDGE CONCERNING THIS MATTER.

THAT I AM NOT RELATED TO NOR THE EMPLOYEE OF ANY OF THE PARTIES HERETO, NOR RELATED TO OR EMPLOYED BY ANY ATTORNEY OR COUNSEL EMPLOYED BY THE PARTIES HERETO, NOR INTERESTED IN THE OUTCOME OF THIS ACTION.

_____

AMY L. MOOREFIELD, RPR
NOTARY PUBLIC FOR S.C.
COMMISSION EXPIRES: 3/21/2023

"Plaintiff's Exhibit 1"

First Citizens Account Unallowable Charges					
Number	Page No.	Date	Check No.	Payee	Amount
1	2	1/4/2005	1001	Clemson Towers	$ 4,000.00
2	2	1/18/2005	1005	Clemson Towers	$ 3,000.00
3	2	1/25/2005	1007	J & P Enterprises Loan	$ 2,500.00
4	2	1/9/2005	1002	J & P Enterprises Loan	$ 2,000.00
5	4	2/1/2005	1008	J & P Enterprises Loan	$ 2,500.00
6	4	2/3/2005	1010	Clemson Towers	$ 8,000.00
7	4	2/3/2005	1011	Carolina First SPUR Interest	$ 800.00
8	4	2/7/2005	1012	Clemson Towers	$ 4,000.00
9	4	2/11/2005	1009	J & P Enterprises Loan	$ 2,450.00
10	4	2/14/2005	1015	J & P Enterprises Loan	$ 2,000.00
11	5	2/5/2005	1032	Mike Rogers-Labor SPUR	$ 603.00
12	4	2/10/2005	1013	Danny Cain Labor SPUR	$ 500.00
13	4	2/15/2005	1016	Mike Rogers-Labor SPUR	$ 335.00
14	5	2/25/2005	1022	Danny Cain Labor SPUR	$ 868.00
15	5	2/22/2005	1019	Lowes Unit 202 SPUR	$ 3,814.00
16	5	2/26/2005	1020	Barton Builder Spur Cabinet	$ 4,260.00
17	7	2/16/2005	1017	Star Granite SPUR-502	$ 2,100.00
18	9	2/26/2005	1023	C.H. Martin Engineering SPUR	$ 2,000.00
19	7	2/28/2005	1024	J & P Enterprises Loan	$ 16,000.00
20	7	3/10/2005	1033	Danny Cain Labor SPUR	$ 500.00
21	7	3/16/2005	1029	Lew Jordan Spur Land	$ 5,657.00
22	9	3/18/2005	1036	Mike Rogers-Labor SPUR	$ 338.00
23	7	3/21/2005	1033	Danny Cain Labor SPUR	$ 500.00
24	17	9/27/2005	1049	Tom James Engineering SPUR	$ 2,691.00
25	9	4/3/2005	1037	J & P Enterprises Loan	$ 1,000.00
26	9	4/19/2005	1038	Clemson Towers Home Owners Assoc.	$ 900.00
27	12	5/18/2005	1043	Page, Scranton, etc. legal	$ 135.00
28	10	5/8/2005	1039	Miss Teen Pegeant	$ 300.00
29	11	6/2/2005	Other Debits	Ncmc Mortgage	$ 1,361.00
30	12	6/9/2005	1046	Barton Builder Spur Cabinet	$ 2,000.00
31	12	6/9/2005	1047	Palmetto States Enterprises	$ 100,000.00
32		11/5/2005	1122	Gary Elder-Loan Repayment	$ 8,401.00
33		11/10/2005	1123	Tom James Engineering Tuscaloosa	$ 2,691.00
34		11/16/2005	1128	Al Bell-Debt repayment	$ 10,000.00
35		11/16/2005	1126	MAC Club	$ 1,100.00
36		11/16/2005	1127	MAC Club	$ 1,100.00
37		12/17/2005	1139	Grading Company	$ 1,500.00
38	20	1/21/2006	1159	Tom James Engineer	$ 2,139.00
39		12/24/2005	1144	??? Grass Tuscaloosa	$ 2,000.00
40		12/27/2005	1153	Mike Huizinga, Orlando Air Travel	$ 2,900.00
41	19	1/10/2006	1154	Regions Bank	$ 3,000.00
42	19	1/20/2006	1157	Ramon Arech....Labor SPUR	$ 504.00
44	24	1/29/2006	1183	Ray arch...Labor SPUR	$ 208.00
45	24	1/29/2006	1184	H.C...Labor Spur	$ 160.00
46	23	1/31/2006	1160	J & P Enterprises Loan	$ 8,543.00
47	23	1/30/2006	1161	Riverpoint II Dock Association	$ 500.00
48	23	2/6/2006	1164	Steel Bar-J & P	$ 3,817.00
49	24	2/8/2006	1190	Al Bell Consulting Agreement	$ 5,000.00
50	24	2/15/2006	1192	Lamar Greene Bonus	$ 7,500.00
51	24	2/21/2006	1193	J & P Enterprises Loan	$ 3,567.00
52	26	2/27/2006	1194	J & P Enterprises Loan	$ 3,461.00
53	24	2/15/2006	1191	Home Depot SPUR Supplies	$ 4,479.00
54	27	3/5/2006	1199	Tom James Tuscaloosa Engr.	$ 2,000.00
55	27	3/10/2006	1200	Carolina Plastic Surgery	$ 13,000.00
56	27	3/17/2006	1203	William Fowler Elect. Tuscaloosa	$ 2,500.00
57	30	3/29/2006	1062	CPS	$ 5,000.00
58	30	4/7/2006	1065	Al Bell-Consulting Agreement	$ 5,000.00

59	30	4/9/2006	1066	Lowe's	$ 5,000.00
60	30	4/21/2006	1068	Danny Cain	$ 500.00
61	30	4/27/2006	1072	J.& P. Enterprises reimbursement for plot	$ 4,000.00
62	34	4/30/2006	1076	Antonio Clay	$ 100.00
63	34	4/30/2006	1075	Dwayne Coleman	$ 150.00
64	34	5/2/2006	1079	Julienne Greene	$ 4,000.00
65	34	5/1/2006	1078	Tom James-Engineering Tuscaloosa	$ 2,079.00
66	35	5/12/2006	1086	Clemson University	$ 2,600.00
67	35	5/6/2006	1084	Palmetto States Enterprises	$ 3,000.00
68	35	5/6/2006	1173	Anthony Waters	$ 1,000.00
69	35	5/14/2006	1087	Daren Bruce Ministries	$ 1,000.00
70	36	5/19/2006	1177	Al Bell Consulting Agreement	$ 5,000.00
71	36	5/24/2006	1179	J.& P. Enterprises Loan	$ 6,500.00
72	35	5/25/2006	1088	Palmetto States Enterprises- Travel Charleston	$ 3,500.00
73	36	5/12/2006	1176	Rocky McIntosh	$ 3,600.00
74	39	6/6/2006	1277	Palmetto State Enterprises-Transfer Travel Expense	$ 2,500.00
75	38	6/26/2006	1May	J.& P. Enterprises Loan	$ 5,000.00
76	38	6/22/2006	1215	Furniture Showcase-SPUR Decorating	$ 6,792.00
77	39	6/6/2006	1278	Glen Justice SPUR 201 Labor	$ 2,700.00
78	38	6/1/2006	1273	Talley Law Firm SPUR legal	$ 2,262.00
79	39	6/7/2006	1280	Furniture Showcase-SPUR Decorating	$ 2,496.00
80	39	6/19/1996	1285	Al Bell-Consulting Agreement	$ 5,000.00
81	41	6/23/2006	1216	J.& P. Enterprises	$ 3,000.00
82	41	7/5/2006	1218	Tommy Biershank-SPUR	$ 550.00
83	41	7/17/1960	1226	Furniture Showcase-101	$ 15,000.00
84	41	7/7/2006	1219	Mark Wilson-101	$ 1,500.00
85	41	7/13/2006	1221	Dale Watts	$ 1,100.00
86	41	7/15/2006	1225	Nevada Bob's Advertising	$ 724.00
87	42	7/22/2006	1292	Air Travel WVU 1100 Club Golf Tourn.	$ 2,765.00
88	42	7/28/2006	1294	Al Bell-Consulting Agreement	$ 5,000.00
89	46	8/1/2006	1295	B & E, Engineering Testing Blacksburg	$ 558.00
90	45	8/3/2006	1227	J & P Enterprises Salary	$ 5,000.00
91	45	8/16/2006	1231	J & P Enterprises Loan	$ 8,000.00
92	45	8/15/2006	1233	Lew Jordan	$ 14,470.00
93	45	8/19/2006	1232	Furniture Showcase-SPUR Decorating	$ 10,000.00
95	46	8/26/2006	1244	Floyd Elliott	$ 13,500.00
96	45	8/21/2006	1237	Tommy Biershank	$ 2,500.00
97	46	8/23/2006	1240	Al Bell Consulting Agreement	$ 5,000.00
98	46	8/1/2006	1297	Clemson Automotive	$ 835.00
99	50	9/12/2006	1303	J & P Enterprises Loan	$ 2,500.00
100	50	9/6/2006	1248	Clemson Ath Dept.	$ 1,500.00
101	50	9/18/2006	1252	J & P Enterprises Loan	$ 2,500.00
102	55	9/28/2006	1308	Al Bell- Consulting Agreement	$ 5,000.00
103	54	No Date	1254	Jeff Greene	$ 6,250.00
104	54	10/10/2006	1258	J & P Enterprises Loan	$ 6,000.00
105	69	10/12/2006	1314	Tony Gibson	$ 4,000.00
106	55	10/13/2006	1313	Furniture Showcase-SPUR Decorating	$ 5,000.00
107		10/14/2006	1315	YAHU Inc. Morgantown Travel	$ 2,610.00
108	59	10/17/2006	1264	Li Thorghian Parts Loan	$ 8,146.00
109	56	10/25/2006	1322	J & P Enterprises Loan	$ 7,875.00
110	59	10/31/2006	1327	J & P Enterprises Loan	$ 5,880.00
111	59	10/31/2006	1328	Al Bell-Consulting Agreement	$ 5,000.00
112	59	10/23/2006	1320	B & E Enterprises, SPUR advertising	$ 1,236.00
113	54	10/10/2006	1257	J & P Enterprises SPUR Landscaping	$ 2,248.00
114	61	11/28/2006	1426	Al Bell- Consulting Agreement	$ 5,000.00
115	64	12/8/2006	1401	Darren Bruce Ministries	$ 500.00
116	64	12/9/2006	1403	Lamar Greene repay	$ 3,000.00
117	65	11/27/2006	1425	J & P Enterprises Loan	$ 2,000.00
118	66	12/27/2006	1438	Darren Bruce Ministries	$ 1,500.00
119	65	12/26/2006	1430	william Buchanon SPUR Legal	$ 1,000.00
120	66	12/27/2006	1438	Al Bell-Consulting Agreement	$ 5,000.00

121	69		1305	Bill Kluck, SPUR Painting	$ 200.00
122	70	1/1/2007	1440	YAHU , Atlanta, Jax	$ 2,900.00
123	70	1/17/2007	1417	Lew Jordan Loan repayment	$ 20,000.00
124	71	1/3/2007	1446	Darren Bruce Ministries	$ 1,250.00
125	69	1/9/2007	1332	Furniture Showcase	$ 10,646.00
126	67	1/8/2007	1450	Consolidated Fixtures	$ 2,890.00
127	69	1/7/2007	1412	J & P Security	$ 2,158.00
128	69	1/9/2007	1411	Landscape Architecture,SPUR	$ 2,475.00
129	70	1/15/2007	1416	Carolina Real Estate	$ 10,000.00
130	74	2/2/2007	1602	Al Bell Consulting Agreement	$ 5,000.00
131	73	2/14/2007	1341	Palmetto State Enterprises, Upgrade Package	$ 3,242.00
132	107	2/26/2007	1305	Check # 1305-SPUR construction	$ 2,000.00
133	77	2/28/2007	1457	Al Bell Consulting Agreement	$ 5,000.00
134			1456	J & P Enterprises Loan	$ 3,961.00
135	77	3/27/2007	1465	Darren Bruce Ministries	$ 500.00
136	78	3/29/2007	1614	Al Bell Consulting Agreement	$ 5,000.00
137	81	4/26/2007	1352	Al Bell Consulting Agreement	$ 5,000.00
138	88	5/23/2007	1531	J & P Enterprises Loan	$ 3,918.00
139	86	4/4/2007	1470	ESLC Trading Company	$ 10,000.00
140		5/3/2007	1500	Al Bell-Loan Repayment	$ 5,000.00
141	87	5/10/2007	1521	Dale Watt Loan	$ 10,000.00
142	88	5/15/2007	1527	Regions Bank Account. Travel Expenses CC/Transfer to his personal account.	$ 3,000.00
143	87	5/17/2007	1476	Lamar Greene-Myrtle Beach Outing	$ 5,500.00
144	89	5/27/2007	1631	Lamar Greene-Plane Reimbursement	$ 3,750.00
145	88	5/29/2007	1530	Al Bell Consulting Agreement	$ 5,000.00
146	94	6/1/2007	1636	Mike Hizuenga Loan	$ 5,000.00
147	92	6/7/2007	1483	Interior Design SPUR	$ 2,000.00
148	92	6/8/2007	1484	Carolina Tape & Supply	$ 3,280.00
150	93	6/8/2007	1540	Dig Dave's Family Reunion	$ 1,370.00
151	93	6/8/2007	1541	Band Family Reunion/calling it salary	$ 2,700.00
152	93	6/9/2007	1542	Darren Bruce Ministries	$ 4,000.00
153	93	6/10/2007	1543	Cindy Agnew SPUR 601	$ 500.00
154	94	6/15/2007	1642	Clyde Turney Builder	$ 2,571.00
155	93	6/26/2007	1546	Floyd Elliott	$ 3,983.00
156	93	6/28/2007	1548	Al Bell Consulting Agreement	$ 5,000.00
157	97	6/31/2007	1648	1100 Club	$ 1,100.00
158	94	6/14/2007	1643	Floyd Elliott	$ 3,000.00
159	98	7/9/2007	1658	Anthony Waters	$ 1,500.00
160	98	7/5/2007	1654	Mike Hizuenga	$ 5,000.00
161	100	7/31/2007		Al Bell Consulting Agreement	$ 5,000.00
162	101	8/3/2007		Lew Jordan	$ 14,450.00
163	101	8/7/2007	1667	Mike Hizuenga	$ 5,000.00
164	101	8/9/2007	1668	J & p Security Loan Repayment?	$ 11,000.00
165	102	8/10/2007	1671	City of Columbia, Waste Pick-Up	$ 55.00
166	101	8/10/2007	1669	SCE &G, SPUR	$ 76.00
167	100	8/15/2007	1363	Lamar Greene SPUR Security	$ 500.00
168	102	8/17/2007	1675	SCE&G, SPUR	$ 82.35
169	102	8/16/2007	1672	Verizon	$ 70.47
170	100	8/11/2007	1361	Darren Bruce Ministries	$ 500.00
171	100	8/21/2007	1363	Legal Retainer	$ 10,000.00
172	106	9/9/2007	1696	Verizon	$ 62.30
173	105	9/7/2007	1490	Cindy Agnew,SPUR #505 Paint	$ 2,474.00
174	105	9/6/2007	1489	Touch of Class Cleaning	$ 150.00
175	105	8/28/2007	1368	Ross Computer Service	$ 85.00
176		8/18/2007	1129	Verizon	$ 62.30
		8/16/2007		Russell and Jeffcoat Unit 610	$ 10,000.00
				Subtotal to/for Lamar Greene	$ 635,766.42
				Subtotal to J & P Enterprises	$ 112,303.00
				Total Unallowable Charges	**$ 748,069.42**

"Sub-Exhibit 1"

First Citizens

1225 Lady Street
PO Box 29
Columbia, SC 29202-0029

SC08

06660
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631

IM
410

Your Account(s) At A Glance
Checking Balance 31,610.96+

Statement Period: January 1, 2005 Thru January 31, 2005 Account Number: 160005769701

Business Checking I

Account Number: 160005769701

Enclosures In Statement: 0

Beginning Balance	21,290.13+	Statement Period Days	31
1 Deposits	25,000.00+	Average Collected Balance	14,169.00+
0 Other Credits	0.00		
6 Checks	14,000.00-		
1 Other Debits	679.17-		
Monthly Service Charge	0.00		
Ending Balance	31,610.96+		

Deposits To Your Account

Date	Amount
01-31	25,000.00

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
1- 1001	01-06	4,000.00	2- 1005*	01-19	3,000.00	3- 1007	01-27	2,600.00
4- 1002	01-18	2,000.00	1006	01-25	1,000.00	1031*	01-20	1,500.00

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

Other Debits From Your Account

Date	Description	Amount
01-14	United National MI Payment 01	679.17
	Total	679.17

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
01-06	17,290.13+	01-19	11,610.96+	01-27	6,610.96+
01-14	16,610.96+	01-20	10,110.96+	01-31	31,610.96+
01-18	14,610.96+	01-25	9,110.96+		

Direct Customer Inquiry Calls To
FIRST CITIZENS

000160

First Citizens

1225 Lady Street
PO Box 29
Columbia, SC 29202-0029

06660
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631

Account Number: 160005769701

Statement Period: January 1, 2005 Thru January 31, 2005

1 — 1001 — 1-4-05 — $4,000.00 — Four Thousand — Lamar Greene
Chk# 1001 $4,000.00

4 — 1002 — 1-9-05 — $2,000.00 — J&P Enterprises — Two Thousand — Lamar Greene
Chk# 1002 $2,000.00

2 — 1005 — 1-18-05 — $3,000.00 — Three Thousand — Lamar Greene
Chk# 1005 $3,000.00

1006 — 1-23-05 — $1,000.00 — One Thousand — Lamar Greene
Chk# 1006 $1,000.00

3 — 1007 — 1-25-05 — $2,500.00 — J&P Enterprises — Twenty Five Hundred — Lamar Greene
Chk# 1007 $2,500.00

1031 — 1-10-05 — $1500.00 — Commercial Appraisal — Fifteen Hundred — Lamar Greene
Chk# 1031 $1,500.00

First Citizens

1225 Lady Street
PO Box 29
Columbia, SC 29202-0029

SC08

06594
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631

IM
440

Your Account(s) At A Glance
Checking Balance 32,787.59+

Statement Period: February 1, 2005 Thru February 28, 2005 Account Number: 160005769701

Business Checking I

Account Number: 160005769701

Enclosures In Statement: 0

Beginning Balance	31,610.96+	Statement Period Days	28
2 Deposits	36,000.00+	Average Collected Balance	16,405.00+
0 Other Credits	0.00		
14 Checks	33,131.71-		
1 Other Debits	691.66-		
Monthly Service Charge	0.00		
Ending Balance	32,787.59+		

Deposits To Your Account

Date	Amount	Date	Amount
02-22	26,000.00	02-28	10,000.00

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
5- 1008	02-02	2,500.00	12- 1013	02-10	500.00	15- 1019	02-25	3,814.94
6- 1009	02-03	2,450.00	1014	02-11	2,000.00	16- 1020	02-24	4,260.00
7- 1010	02-04	8,000.00	10- 1015	02-17	2,000.00	14- 1022*	02-28	868.00
8- 1011	02-09	800.00	13- 1016	02-16	336.43	11- 1032*	02-07	603.34
9- 1012	02-08	4,000.00	1018*	02-18	1,000.00			

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

Other Debits From Your Account

Date	Description	Amount
02-16	Commercial Loans CI Tran 000179007729001	691.66
	Total	691.66

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
02-02	29,110.96+	02-09	13,267.62+	02-18	6,730.63+
02-03	26,660.96+	02-10	12,767.62+	02-22	31,730.63+
02-04	18,660.96+	02-11	10,767.62+	02-24	27,470.63+
02-07	18,057.62+	02-16	9,730.63+	02-25	23,656.69+
02-08	14,057.62+	02-17	7,730.63+	02-28	32,787.59+

Direct Customer Inquiry Calls To
FIRST CITIZENS

000162

First Citizens

1225 Lady Street
PO Box 29
Columbia, SC 29202-0029

06594
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631

Account Number: 1600057697 01

Statement Period: February 1, 2005 Thru February 28, 2005

5- 1008 — 2/1/05 — $2,500.00 — J&P Enterprises — Two thousand five hundred — First Citizens — Laura Greene
Chk# 1008 $2,500.00

9- 1009 — 2/1/05 — $2,450.00 — J&P Enterprises, Inc. — Two thousand four hundred fifty — First Citizens — Laura Greene
Chk# 1009 $2,450.00

6- 1010 — 2-3-05 — $8,000.00 — Howard Lawrence — Eight Thousand — First Citizens — Laura Greene
Chk# 1010 $8,000.00

7- 1011 — 2-4-05 — $800.00 — Carolyn Hall — Eight Hundred — First Citizens — Laura Greene
Chk# 1011 $800.00

8- 1012 — 2-7-05 — $4,000.00 — Georgia Lawrence — Four Thousand — First Citizens — Laura Greene
Chk# 1012 $4,000.00

12- 1013 — 2-10-05 — $500.00 — Danny Gray — Five Hundred — First Citizens — Laura Greene
Chk# 1013 $500.00

Chk# 1014 — 1014 — 2-10-05 — $2,000.00 — Georgia Lawrence — Two Thousand — First Citizens — Laura Greene
Chk# 1014 $2,000.00

10- 1015 — 2-14-05 — $2,000.00 — J&P Enterprises — Two Thousand — First Citizens — Laura Greene
Chk# 1015 $2,000.00

13- 1016 — 2-15-05 — $335.43 — Mike Rogers — Three Hundred Thirty Five and 43/100 — First Citizens — Laura Greene
Chk# 1016 $335.43

11- 1018 — 2-17-05 — $1,000.00 — Earl — One Thousand — First Citizens — Laura Greene
Chk# 1018 $1,000.00

000163

First Citizens

PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631

Account Number: 160005769701

Statement Period: February 1, 2005 Thru February 28, 2005

15

1019 — 2-22-05 — $3814.94

Chk# 1019 $3,814.94

16

1020 — 2-24-05 — $4260.00

Chk# 1020 $4,260.00

14

1022 — 2-25-05 — $868.00

Chk# 1022 $868.00

11

1032 — 2/5/15 — Mike Rogers — Six hundred three dollars 34/100 — $603.34

Chk# 1032 $603.34

000164

First Citizens

1226 Lady Street
PO Box 29
Columbia, SC 29202-0029

SC08

05931
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631

IM
410

Your Account(s) At A Glance
Checking Balance 36,776.92

Statement Period: March 1, 2005 Thru March 31, 2005 Account Number: 160005769701

Business Checking I

Account Number: 160005769701

Enclosures In Statement: 0

Beginning Balance	32,787.59+	Statement Period Days	31
2 Deposits	42,500.00+	Average Collected Balance	7,293.00+
0 Other Credits	0.00		
9 Checks	37,786.00-		
6 Other Debits	726.67-		
Monthly Service Charge	0.00		
Ending Balance	36,776.92+		

Deposits To Your Account

Date	Amount	Date	Amount
03-15	2,500.00	03-28	40,000.00

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
17 — 1017	03-03	2,100.00	1026*	03-16	1,190.00	21 — 1029	03-22	6,667.00
1021*	03-02	10,000.00	1027	03-22	2,000.00	1030	03-21	338.00
19 — 1024*	03-02	15,500.00	1028	03-14	500.00	20 — 1033*	03-22	500.00

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

Other Debits From Your Account

Date	Description	Amount
03-16	Commercial Loans CI Tran 000179007729001	641.67
03-22	Insufficient Funds Charge	64.00
03-22	Overdraft Charge	6.00
03-23	Overdraft Charge	6.00
03-24	Overdraft Charge	6.00
03-25	Overdraft Charge	6.00
	Total	726.67

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
03-02	7,287.59+	03-16	5,355.92+	03-24	3,218.08-
03-03	5,187.59+	03-21	5,017.92+	03-25	3,223.08-
03-14	4,687.59+	03-22	3,208.08-	03-28	36,776.92+
03-15	7,187.59+	03-23	3,213.08-		

Direct Customer Inquiry Calls To
FIRST CITIZENS
[illegible] 1-800-442-4444

000165

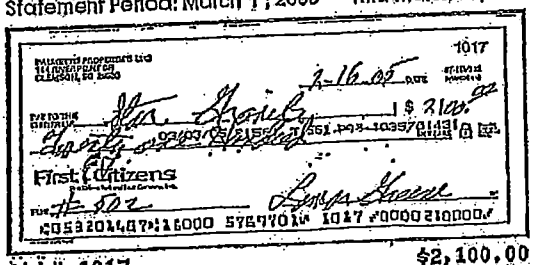
First Citizens
1225 Lady Street
PO Box 29
Columbia, SC 29202-0029

06931
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631

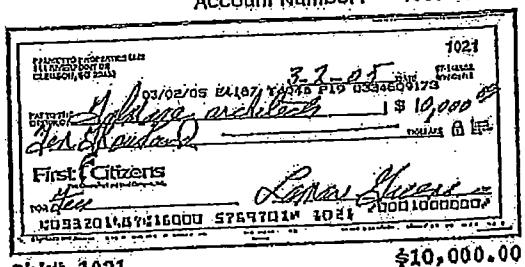
Statement Period: March 1, 2005 Thru March 31, 2005

Account Number: 160005769701

17

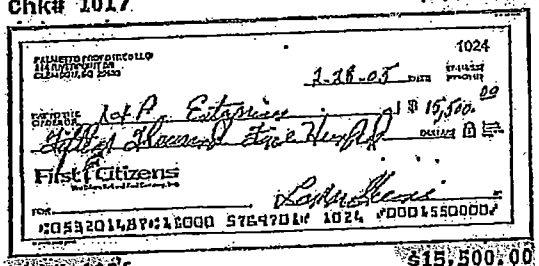


Chk# 1017 $2,100.00

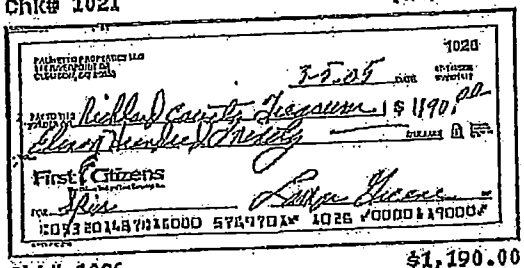


Chk# 1021 $10,000.00

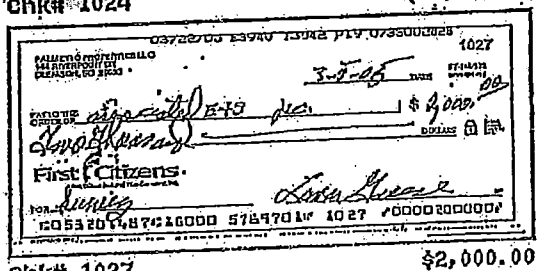
19



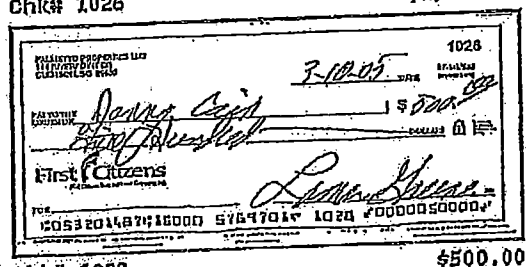
Chk# 1024 $15,500.00



Chk# 1026 $1,190.00

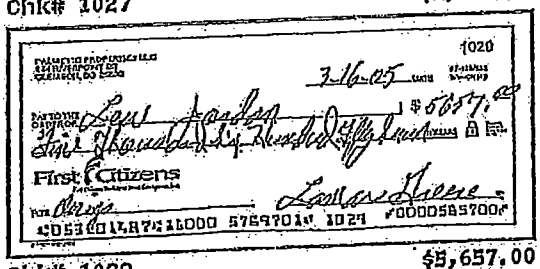


Chk# 1027 $2,000.00

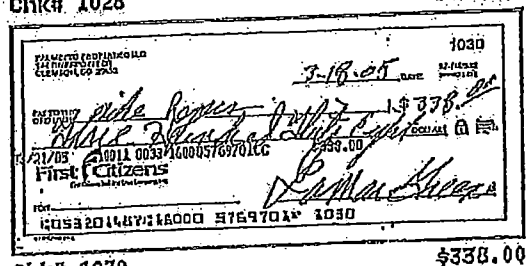


Chk# 1028 $500.00

21

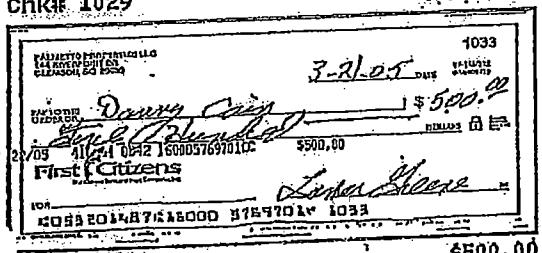


Chk# 1029 $5,657.00



Chk# 1030 $338.00

23



Chk# 1033 $500.00

000166

First Citizens

1225 Lady Street
PO Box 29
Columbia, SC 29202-0029

SC08

06945
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631

IM
410

Your Account(s) At A Glance
Checking Balance 28,462.54

Statement Period: April 1, 2005 Thru April 30, 2005 Account Number: 160005769701

Business Checking I

Account Number: 160005769701

Enclosures In Statement: 0

Beginning Balance	36,776.92+	Statement Period Days	30
0 Deposits	0.00	Average Collected Balance	31,474.00+
0 Other Credits	0.00		
6 Checks	7,578.96-		
1 Other Debits	736.42-		
Monthly Service Charge	0.00		
Ending Balance	28,462.54+		

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
18- 1023	04-18	2,000.00	1035	04-01	1,575.18	25- 1037	04-11	1,000.00
1034*	04-06	1,179.78	22- 1036	04-04	924.00	26- 1038	04-29	900.00

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

Other Debits From Your Account

Date	Description	Amount
04-18	Commercial Loans CI Tran 000179007729001	736.42
	Total	736.42

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
04-01	35,201.74+	04-06	33,097.96+	04-18	29,362.54+
04-04	34,277.74+	04-11	32,097.96+	04-29	28,462.54+

Sign up for First Citizens Visa Extras. You can earn points wherever Visa Check Cards are accepted at millions of locations worldwide. Cardholders can enroll online through www.visa.com/extras or by calling 1-800-960-8472.

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

First Citizens

1225 Lady Street
PO Box 29
Columbia, SC 29202-0029

06945
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631

Statement Period: April 1, 2005 Thru April 30, 2005

Account Number: 160005769701

1023 — 2-26-05 — $2,000.00 — 18

Chk# 1023 $2,000.00

1034 — 3-21-05 — $1,179.78

Chk# 1034 $1,179.78

1035 — 3-25-05 — $1,575.18

Chk# 1035 $1,575.18

1036 — 3-29-05 — $924.00 — 22

Chk# 1036 $924.00

1037 — 4-9-05 — $1,000.00 — 25

Chk# 1037 $1,000.00

1038 — 4-19-05 — $900.00 — 26

Chk# 1038 $900.00

000163

First Citizens

1225 Lady Street
PO Box 29
Columbia, SC 29202-0029

SC08

07025
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

IM
410

Your Account(s) At A Glance
Checking Balance 115,513.98+

Statement Period: May 1, 2005 Thru May 31, 2005 Account Number: 160005769701

Business Checking I

Account Number: 160005769701

Enclosures In Statement: 0

Beginning Balance	28,462.54+	Statement Period Days	31
1 Deposits	100,000.00+	Average Collected Balance	123,946.00+
0 Other Credits	0.00		
4 Checks	12,217.31-		
1 Other Debits	731.25-		
Monthly Service Charge	0.00		
Ending Balance	115,513.98+		

Deposits To Your Account

Date	Amount	Date	Amount
05-02	100,000.00		

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount
1039	05-11	300.00	1042	05-25	1,500.00
1041*	05-13	100.00	1045*	05-31	10,317.31

28 (2)

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

Other Debits From Your Account

Date	Description	Amount
05-17	Commercial Loans CI Trn 000179007729001	731.25
	Total	731.25

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
05-02	128,462.54+	05-13	128,062.54+	05-25	126,831.29+
05-11	128,162.54+	05-17	127,331.29+	05-31	115,513.98+

Protect your card from online fraud with Verified By Visa.
Your Visa card is now equipped with Verified By Visa. It password protects your card for free.
To learn more, visit www.visa.com/shopandactivate. Shop online with Verified By Visa today.

Direct Customer Inquiry Calls To
FIRST CITIZENS
Hotline At 1-888-642-4444

C00163

First Citizens
1225 Lady Street
PO Box 29
Columbia, SC 29202-0029

SC08

06907
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

IM
410

Your Account(s) At A Glance
Checking Balance 1,425.41

Statement Period: June 1, 2005 Thru June 30, 2005 Account Number: 160005769701

Business Checking I

Account Number: 160005769701 Enclosures In Statement: 0

Beginning Balance	115,513.98+	Statement Period Days	30
1 Deposits	3,000.00+	Average Collected Balance	37,325.00+
0 Other Credits	0.00		
4 Checks	104,636.00-		
3 Other Debits	12,453.57-		
Monthly Service Charge	0.00		
Ending Balance	1,425.41+		

Deposits To Your Account

Date	Amount
06-28	3,000.00

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount
1043	06-02	135.00	1047	06-09	100,000.00
1046*	06-13	2,000.00	1048	06-16	2,500.00

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

Other Debits From Your Account

29

Date	Description	Amount
06-02	Nemc Mortgage Payment Gb 1044	1,361.26
06-16	Commercial Loans Ci Tran 00017900772900 1	775.00
06-29	First Citizens Loan Trans 0000628463	10,317.31
	Total	12,453.57

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
06-02	114,017.72+	06-16	9,517.72+	06-29	1,425.41+
06-09	14,017.72+	06-16	8,742.72+		
06-13	12,017.72+	06-28	11,742.72+		

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

000170

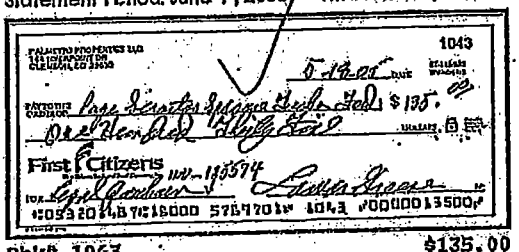
First Citizens
1225 Lady Street
PO Box 29
Columbia, SC 29202-0029

06907
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

Statement Period: June 1, 2005 Thru June 30, 2005

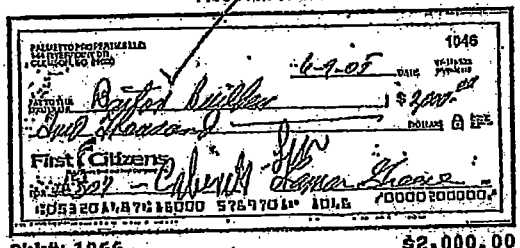
Account Number: 160005769701

27



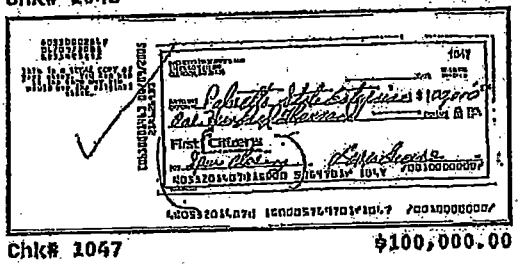
Chk# 1043 $135.00

30

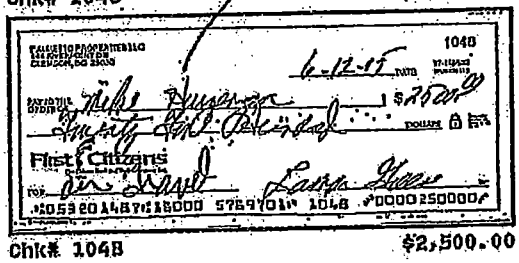


Chk# 1046 $2,000.00

31



Chk# 1047 $100,000.00



Chk# 1048 $2,500.00

First Citizens
1225 Lady Street
PO Box 29
Columbia, SC 29202-0029

Nocks

SC08

06141
LAMAR GREENE
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

26
410

Your Account(s) At A Glance
Checking Balance 1,842.48+

Statement Period: July 1, 2005 Thru July 31, 2005 Account Number: 160005769701

Business Checking I

Account Number: 160005769701

Enclosures In Statement: 0

Beginning Balance	1,425.41+	Statement Period Days	31
1 Deposits	11,500.00+	Average Collected Balance	3,790.00+
0 Other Credits	0.00		
0 Checks	0.00		
2 Other Debits	11,082.93-		
Monthly Service Charge	0.00		
Ending Balance	1,842.48+		

Deposits To Your Account

Date	Amount	Date	Amount
07-21	11,500.00		

Other Debits From Your Account

Date	Description	Amount
07-18	Commercial Loans CI Tran 000179007729001	765.62
07-29	First Citizens Loan Trans 0000628463	10,317.31
	Total	11,082.93

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
07-18	659.79+	07-21	12,159.79+	07-29	1,842.48+

A recent compromise of debit card and credit card information through a merchant processor involved many cardholders nationwide. First Citizens has contacted our affected cardholders. Please be assured that we are taking every available precaution to protect the integrity of your account information.

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

000172

First Citizens
1225 Lady Street
PO Box 29
Columbia, SC 29202-0029

No Chks.

SC08

06059
LAMAR GREENE
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

ZE
410

Your Account(s) At A Glance:
Checking Balance: 1,679.63+

Statement Period: August 1, 2005 Thru August 31, 2005 Account Number: 160005769701

Business Checking I

Account Number: 160005769701

Enclosures In Statement: 0

Beginning Balance	1,842.48+	Statement Period Days	31
1 Deposits	11,000.00+	Average Collected Balance	775.00+
0 Other Credits	0.00		
0 Checks	0.00		
3 Other Debits	11,162.86-		
Monthly Service Charge	0.00		
Ending Balance	1,679.63+		

Deposits To Your Account

Date	Amount
08-30	11,000.00

Other Debits From Your Account

Date	Description	Amount
08-16	Commercial Loans CI Tran 000179007729001	813.54
08-29	Insufficient Funds Charge	32.00
08-30	First Citizens Loan Trans 0000628463	10,317.31
	Total	11,162.86

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
08-16	1,028.94+	08-29	996.94+	08-30	1,679.63+

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

000173

First Citizens
1225 Lady Street
PO Box 29
Columbia, SC 29202-0029

SC08

Your Account(s) At A Glance

Checking Balance 30,577.33+

LAMAR GREENE
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

ZE
410

Statement Period: September 1 , 2005 Thru September 30, 2005 Account Number : 160005769701
Branch : 410

Business Checking I
Account Number : 160005769701

Enclosures In Statement: 0

Beginning Balance	1,679.63+	Statement Period Days	30
1 Deposits	40,054.60+	Average Collected Balance	23,603.00+
0 Other Credits	0.00		
0 Checks	0.00		
2 Other Debits	11,156.90- INT. LOANS		
Monthly Service Charge	0.00		
Ending Balance	30,577.33+		

SPLIT BETWEEN SPHR & LEGENDT

Deposits To Your Account

Date	Amount	Date	Amount
09-12	40,054.60		

Other Debits From Your Account

Date	Description	Amount
09-16	Commercial Loans Cl Tran 000179007729001	839.59
09-29	First Citizens Loan Trans 0000628463	10,317.31 — SPHR
	Total	11,156.90 → LOAN PA

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
09-12	41,734.23+	09-16	40,894.64+	09-29	30,577.33+

2 LOAN DEPT Issue

irect Customer Inquiry Calls To
IRST CITIZENS
otline At 1-888-612-4444.

Page 1 of 1

000174

First Citizens

1225 Lady Street
PO Box 29
Columbia, SC 29202-0029

SC08

08001
LAMAR GREENE
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

IM
410

Your Account(s) At A Glance
Combined Balance 330,324.53+

Statement Period: October 1, 2005 Thru October 31, 2005 Account Number: 160005769701

Business Checking I

Account Number: 160005769701

Enclosures In Statement: 0

Beginning Balance	30,577.33+	Statement Period Days	31
7 Deposits	729,757.40+	Average Collected Balance	181,293.00+
0 Other Credits	0.00		
9 Checks	418,864.35-		
2 Other Debits	11,155.85-		
Monthly Service Charge	0.00		
Ending Balance	330,324.53+		

Deposits To Your Account

Date	Amount	Date	Amount	Date	Amount
10-03	200,000.00	10-24	38,092.20	10-31	200,000.00
10-20	61,115.60	10-27	80,000.00		
10-21	122,452.40	10-27	38,097.20		

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
24- 1049	10-07	2,691.00	1053	10-24	1,381.00	1057	10-25	400,000.00
1050	10-19	6,031.00	1055*	10-21	2,150.00	1058	10-27	316.36
1052*	10-11	2,135.00	1056	10-20	3,000.00	1059	10-27	2,150.00

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

Other Debits From Your Account

Date	Description	Amount
10-18	Commercial Loans CI Tran 000179007729001	838.64
10-31	First Citizens Loan Trans 0000628463	10,317.31
	Total	11,155.85

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
10-03	230,577.33+	10-19	219,881.79+	10-25	25,010.99+
10-07	227,886.33+	10-20	267,997.39+	10-27	140,641.84+
10-11	225,751.33+	10-21	388,299.79+	10-31	330,324.53+
10-18	224,912.79+	10-24	426,010.99+		

Direct Customer Inquiry Calls To
FIRST CITIZENS

000175

First Citizens

1225 Lady Street
PO Box 29
Columbia, SC 29202-0029

08001
LAMAR GREENE
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

Statement Period: October 1, 2005 Thru October 31, 2005

Account Number: 160005769701

24-

1049 — 9-27-05 — $2691.00 — First Citizens — 053201487 16000 5769701 1049 0000269100

Chk# 1049 $2,691.00

1050 — 10/3/05 — $5,031.00 — First Citizens — 053201487 16000 5769701 1050 0000503100

Chk# 1050 $5,031.00

1052 — 10-6-05 — $2135.00 — First Citizens — 053201487 16000 5769701 1052 0000213500

Chk# 1052 $2,135.00

1053 — 10/17/05 — $1,381.00 — ONE THOUSAND THREE HUNDRED EIGHTY ONE — First Citizens — 053201487 16000 5769701 1053 0000138100

Chk# 1053 $1,381.00

1055 — 10-18-05 — $2150.00 — First Citizens — 053201487 16000 5769701 1055 0000215000

Chk# 1055 $2,150.00

1056 — 10-19-05 — $3000.00 — First Citizens — 053201487 16000 5769701 1056 0000300000

Chk# 1056 $3,000.00

1057 — 10-20-05 — $400,000.00 — First Citizens — 053201487 16000 5769701 1057

Chk# 1057 $400,000.00

1058 — 10-26-05 — $316.35 — First Citizens — 053201487 16000 5769701 1058 0000031635

Chk# 1058 $316.35

1059 — 10-26-05 — $2150.00 — First Citizens — 053201487 16000 5769701 1059 0000215000

Chk# 1059 $2,150.00

First Citizens
1225 Lady Street
PO Box 29
Columbia, SC 29202-0029

SC08

07990
LAMAR GREENE
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

IM
410

Your Account(s) At A Glance
Checking Balance 324,901.47

Statement Period: January 1, 2006 Thru January 31, 2006 Account Number: 160005769701

Business Checking I

Account Number: 160005769701

Enclosures In Statement: 0

Beginning Balance	490,613.56+	Statement Period Days	31
1 Deposits	19,000.00+	Average Collected Balance	384,068.00+
0 Other Credits	0.00		
15 Checks	93,053.91-		
4 Other Debits	91,658.18-		
Monthly Service Charge	0.00		
Ending Balance	324,901.47+		

Deposits To Your Account

Date	Amount
01-18	19,000.00

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
1134	01-18	10,000.00	1150	01-12	3,539.04	1158	01-23	240.00
1145*	01-05	40,000.00	1154*	01-13	3,000.00	1159	01-30	2,139.37
1146	01-10	2,005.00	1155	01-20	8,615.00	1161*	01-18	2,075.00
1148*	01-10	10,000.00	1156	01-23	2,500.00	1182	01-27	2,000.00
1149	01-13	1,436.20	1157	01-23	604.30	1186*	01-31	6,000.00

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

Other Debits From Your Account

pay interest loan

Date	Description	Amount
01-11	# Wire Transfer Ref Number = 000035	80,701.56
01-11	Wire Transfer Fee	15.00
01-17	Commercial Loans Cl.Tran.000179007729001	624.31
01-30	First Citizens Loan Trans 0000628463	10,317.31
	Total	91,658.18

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
01-05	450,613.56+	01-13	349,916.76+	01-23	344,358.15+
01-10	438,608.56+	01-17	349,292.45+	01-27	342,358.15+
01-11	357,892.00+	01-18	356,217.45+	01-30	329,901.47+
01-12	364,352.96+	01-20	347,602.45+	01-31	324,901.47+

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

First Citizens
1225 Lady Street
PO Box 29
Columbia, SC 29202-0029

07990
LAMAR GREENE
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

Statement Period: January 1, 2006 / Thru January 31, 2006

Account Number: 160005769701

Chk# 1134 $10,000.00

Chk# 1145 $40,000.00

Chk# 1146 $2,005.00

Chk# 1148 $10,000.00

Chk# 1149 $1,436.20

Chk# 1150 $3,539.04

41

Chk# 1154 $3,000.00

Chk# 1155 $8,615.00

Chk# 1156 $2,500.00

Chk# 1157 $504.30

42

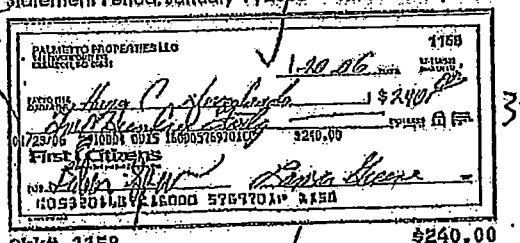
C00178

LAMAR GREENE
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

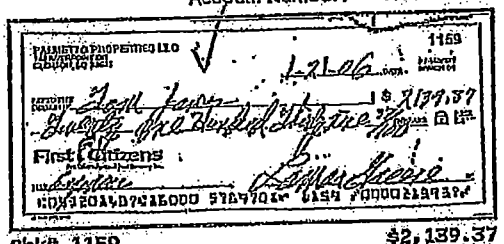
Statement Period: January 1, 2006 Thru January 31, 2006

Account Number: 160005769701

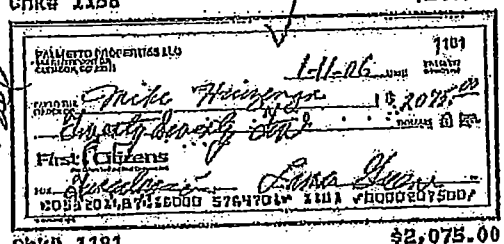
38



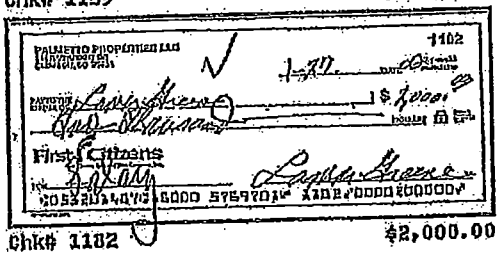
Chk# 1158 $240.00



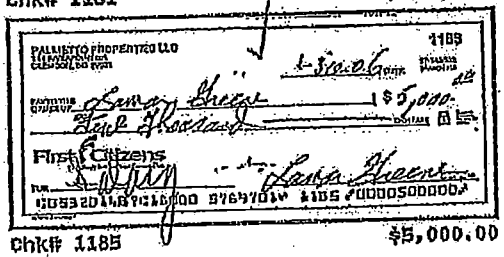
Chk# 1159 $2,139.37



Chk# 1181 $2,075.00



Chk# 1182 $2,000.00



Chk# 1185 $5,000.00

First Citizens

1225 Lady Street
PO Box 29
Columbia, SC 29202-0029

SC08

08066
LAMAR GREENE
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

IM
410

Your Account(s) At A Glance
Checking Balance 219,611.50+

Statement Period: February 1, 2006 Thru February 28, 2006 Account Number: 160005769701

Business Checking I

Account Number: 160005769701

Enclosures In Statement: 0

Beginning Balance	324,901.47+	Statement Period Days	28
2 Deposits	60,257.00+	Average Collected Balance	267,755.00+
0 Other Credits	0.00		
22 Checks	148,858.25-		
3 Other Debits	16,688.72-		
Monthly Service Charge	0.00		
Ending Balance	219,611.50+		

Deposits To Your Account

Date	Amount	Date	Amount
02-10	51,439.00	02-28	8,818.00

Checks Paid From Your Account

Check No.	Date	Amount
	02-21	33,057.89
1141	02-10	2,500.00
46 - 1160*	02-03	8,543.10
47 - 1161	02-09	500.00
1163*	02-08	1,900.00
48 - 1164	02-10	3,817.36
1165	02-22	105.00
1166	02-13	1,000.00
1168*	02-17	2,400.00
1169	02-21	5,900.00
44 - 1183*	02-06	208.00
		160.00
45 - 1184	02-06	10,630.00
1186*	02-02	12,103.47
1187	02-07	35,000.00
1188	02-08	2,025.00
1189	02-09	
49 - 1190	02-10	6,000.00
53 - 1191	02-22	4,479.93
1192	02-16	7,600.00
50 - 1193	02-23	3,567.00
51 - 1194	02-28	3,461.50
52 - 1196*	02-24	6,000.00

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

Other Debits From Your Account

Date	Description	Amount
02-16	Commercial Loans CI Tran 000179007729001	634.72
02-28	# Wire Transfer Ref Number = 000018	16,039.00
02-28	Wire Transfer Fee	15.00
	Total	16,688.72

Direct Customer Inquiry Calls To
FIRST CITIZENS

000180

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
02-02	314,271.47+	02-09	253,831.90+	02-21	243,460.93+
02-03	306,726.37+	02-10	293,953.54+	02-22	238,876.00+
02-06	305,360.37+	02-13	292,953.54+	02-23	235,309.00+
02-07	293,256.90+	02-16	284,818.82+	02-24	230,309.00+
02-08	266,356.90+	02-17	282,418.82+	02-28	219,611.50+

First Citizens is pleased to enhance the Visa Business Check Card by adding the Visa Zero Liability Policy. If your Visa Business Check Card or card number has been lost or stolen, you may not be responsible for unauthorized transactions if the theft is reported promptly.

First Citizens

1225 Lady Street
PO Box 29
Columbia, SC 29202-0029

08066
LAMAR GREENE
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

Account Number: 160005769701

Statement Period: February 1, 2006 Thru February 28, 2006

1162 — 2-1-06 — $33,057.89 — Chk# $33,057.89

1141 — 12-2005 — ERA WILDER REALTY — $2,500.00 — Chk# 1141 $2,500.00

46 — 1160 — 1/31/06 — J & P Enterprises Inc — $8,543.10 — Eight thousand five hundred forty-three — Chk# 1160 $8,543.10

47 — 1161 — 1/30/06 — Riverpoint II One Association — $500.00 — Five hundred 00/100 — Chk# 1161 $500.00

1163 — 2-1-06 — $1,900.00 — Chk# 1163 $1,900.00

48 — 1164 — 2/10/06 — Steel Bar — $3,817.36 — Three thousand eight hundred seventeen — Chk# 1164 $3,817.36

6 — 1165 — 2-9-06 — $105.00 — One hundred five — Chk# 1165 $105.00

7 — 1166 — 2-10-06 — Cash — $1,000.00 — One thousand — Chk# 1166 $1,000.00

1168 — 2-10-06 — $2,400.00 — Two thousand four hundred — Chk# 1168 $2,400.00

1169 — 2-13-04 — $5,900.00 — Five thousand nine hundred — Chk# 1169 $5,900.00

000182

First Citizens

LAMAR GREENE
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

Statement Period: February 1, 2006 Thru February 28, 2006

Account Number: 160005769701

44- Chk# 1183 $208.00

45- Chk# 1184 $160.00

Chk# 1186 $10,630.00

Chk# 1187 $12,103.47

Chk# 1188 $35,000.00

Chk# 1189 $2,025.00

49- Chk# 1190 $5,000.00

53- Chk# 1191 $4,479.93

Chk# 1192 $7,500.00

51- Chk# 1193 $3,567.00

50

000183

First Citizens

1225 Lady Street
PO Box 29
Columbia, SC 29202-0029

08086
LAMAR GREENE
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

Statement Period: February 1, 2006 Thru February 28, 2006

Account Number: 160005769701

52-

PALMETTO PROPERTIES LLC 1194
144 RIVERPOINT DR
CLEMSON, SC 29631
3/22/06
PAY TO THE ORDER OF J & P Enterprises, Inc. $3461.50
Three thousand four hundred sixty-one & 50/100 DOLLARS
First Citizens
FOR Chris
Lamar Greene
⑆053201487⑆16000 5769701⑈ 1194 ⑈0000346150⑈

Chk# 1194 $3,461.50

PALMETTO PROPERTIES LLC 1196
144 RIVERPOINT DR
CLEMSON, SC 29631
2-23-06
PAY TO THE ORDER OF Lamar Greene $5,000.00
Five thousand DOLLARS
First Citizens
FOR
Lamar Greene
⑆053201487⑆16000 5769701⑈ 1196 ⑈0000500000⑈

Chk# 1196 $5,000.00

First Citizens

1225 Lady Street
PO Box 29
Columbia, SC 29202-0029

SC08

08393
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

IM
410

Your Account(s) At A Glance
Checking Balance 141,837.28

Statement Period: March 1, 2006 Thru March 31, 2006

Account Number: 160005769701

Business Checking I

Account Number: 160005769701

Enclosures In Statement: 0

Beginning Balance	219,611.50+	Statement Period Days	31
2 Deposits	40,762.86+	Average Collected Balance	213,388.00+
0 Other Credits	0.00		
12 Checks	107,267.46-		
2 Other Debits	11,269.62-		
Monthly Service Charge	0.00		
Ending Balance	141,837.28+		

Deposits To Your Account

Date	Amount	Date	Amount
03-07	39,312.00	03-07	1,450.86

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
1061	03-29	602.00	1198*	03-09	11,268.06	1204	03-29	50,000.00
1170*	03-20	1,860.00	1199	03-10	2,000.00	1206*	03-28	1,500.00
1171	03-29	7,750.00	1200	03-17	13,095.00	1208*	03-30	8,667.40
1195*	03-01	5,600.00	1203*	03-24	2,900.00	1209	03-13	2,136.00

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

Other Debits From Your Account

Date	Description	Amount
03-16	# Miscellaneous Debit	10,686.29
03-16	Commercial Loans CI Tran 000179007729001	583.33
	Total	11,269.62

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
03-01	214,111.50+	03-13	239,471.30+	03-24	210,366.68+
03-07	254,874.36+	03-16	228,201.68+	03-28	208,866.68+
03-09	243,606.30+	03-17	215,106.68+	03-29	160,504.68+
03-10	241,606.30+	03-20	213,266.68+	03-30	141,837.28+

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

000185

First Citizens

1225 Lady Street
PO Box 29
Columbia, SC 29202-0029

08393
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

Account Number: 160005769701

Statement Period: March 1, 2006 Thru March 31, 2006

1061 — 3-27-06 — $602.00
Chk# 1061 — $602.00

1170 — 3-6-06 — $1,850.00
Chk# 1170 — $1,850.00

1171 — Mar 18 06 — $7,750.00
Chk# 1171 — $7,750.00

1195 — 3-13-06 — $5,500.00
Chk# 1195 — $5,500.00

1198 — 3/14/06 — $11,268.06
Chk# 1198 — $11,268.06

54-

1199 — 3-05-06 — $2,000.00
Chk# 1199 — $2,000.00

55-

1200 — 3-10-06 — $13,095.00
Chk# 1200 — $13,095.00

56-

1203 — 3-17-06 — $2,900.00
Chk# 1203 — $2,900.00

1204 — 8-29-06 — $50,000.00
Chk# 1204 — $50,000.00

1206 — 3-14-06 — $1,500.00
Chk# 1206 — $1,500.00

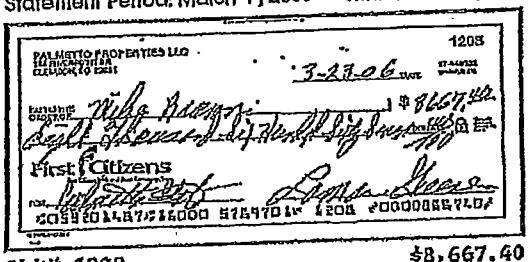
000136

First Citizens

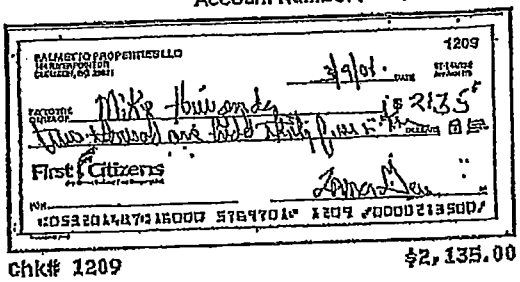
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

Statement Period: March 1, 2006 Thru March 31, 2006

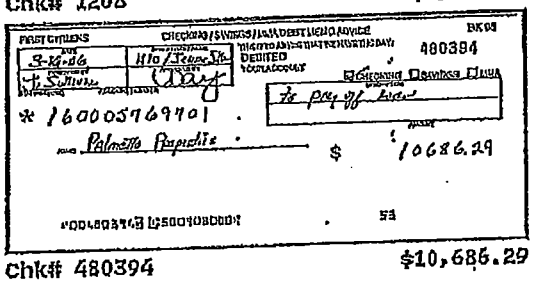
Account Number: 160005769701



Chk# 1208 $8,667.40



Chk# 1209 $2,135.00



Chk# 480394 $10,686.29

First Citizens

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

SC08

00348
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

IM
410

Your Account(s) At A Glance
Checking
Balance 168,905.24+

Statement Period: April 1, 2006 Thru April 30, 2006 Account Number: 160005769701

Business Checking I

Account Number: 160005769701

Enclosures In Statement: 0

Beginning Balance	141,837.28+	Statement Period Days	30
1 Deposits	100,000.00+	Average Collected Balance	123,035.00+
0 Other Credits	0.00		
11 Checks	72,273.71-		
1 Other Debits	658.33-		
Monthly Service Charge	0.00		
Ending Balance	168,905.24+		

Deposits To Your Account

Date	Amount
04-21	100,000.00

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
57 — 1062	04-11	5,000.00	59 — 1066	04-12	5,000.00	1071*	04-28	2,300.00
1063	04-05	34,600.00	1067	04-18	2,600.00	61 — 1072	04-28	4,000.00
1064	04-04	2,065.00	WD — 1068	04-24	600.00	1211*	04-07	10,000.00
58 — 1065	04-10	6,000.00	1069	04-26	1,308.71			

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

Other Debits From Your Account

Date	Description	Amount
04-18	Commercial Loans CI Tran 000179007729001	658.33
	Total	658.33

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
04-04	139,772.28+	04-11	85,272.28+	04-24	176,613.95+
04-05	105,272.28+	04-12	80,272.28+	04-26	175,305.24+
04-07	95,272.28+	04-18	77,013.95+	04-28	168,905.24+
04-10	90,272.28+	04-21	177,013.95+		

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

First Citizens

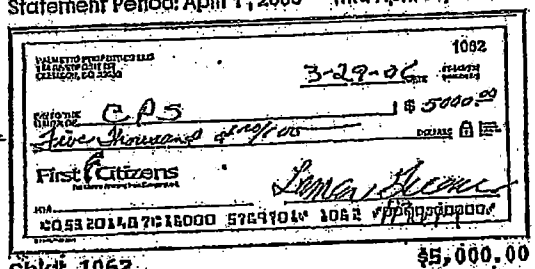
1230 Main Street
PO Box 29
Columbia, SC 29202-0029

09348
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

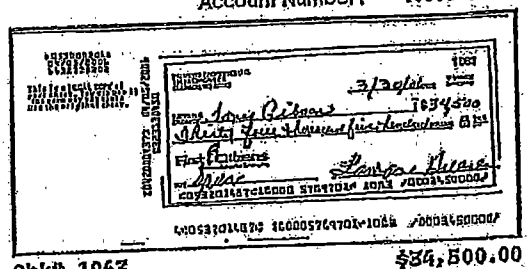
Statement Period: April 1, 2006 Thru April 30, 2006

Account Number: 160005769701

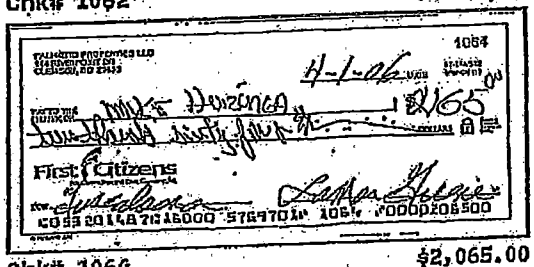
57



Chk# 1062 $5,000.00

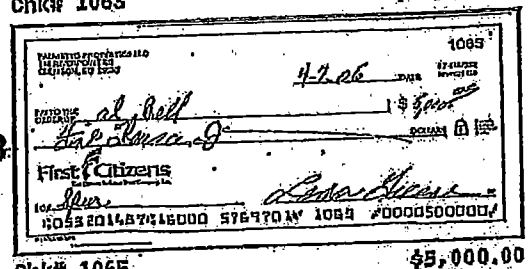


Chk# 1063 $34,500.00



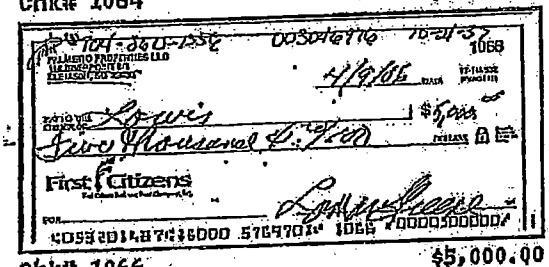
Chk# 1064 $2,065.00

58

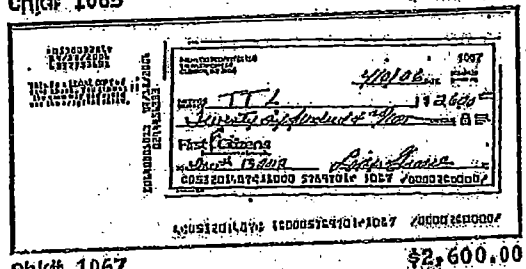


Chk# 1065 $5,000.00

59

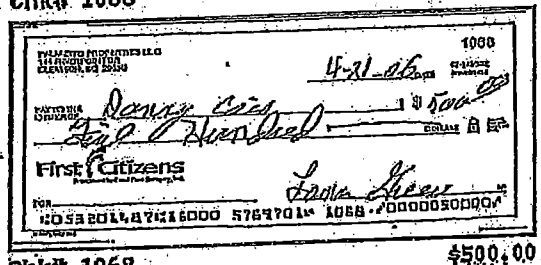


Chk# 1066 $5,000.00

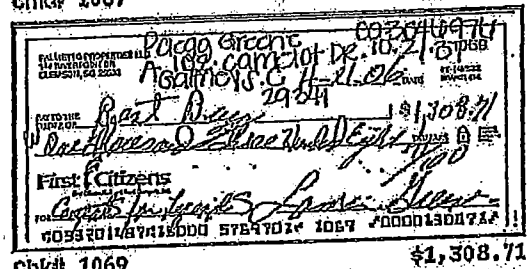


Chk# 1067 $2,600.00

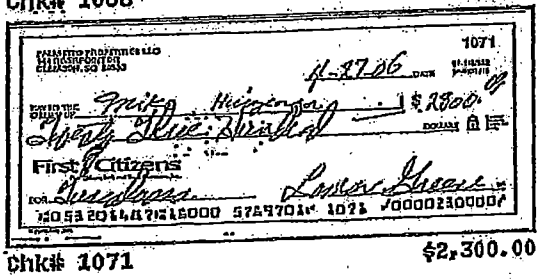
60



Chk# 1068 $500.00

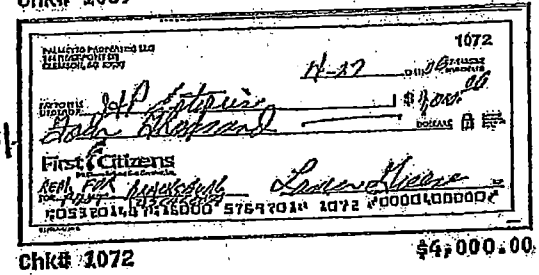


Chk# 1069 $1,308.71



Chk# 1071 $2,300.00

61



Chk# 1072 $4,000.00

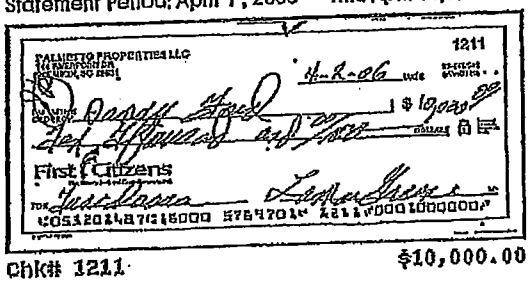
000189

First Citizens

PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

Account Number: 160005769701

Statement Period: April 1, 2006 Thru April 30, 2006



Chk# 1211 $10,000.00

First Citizens

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

SC08

00582
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

IM
410

Your Account(s) At A Glance
Checking Balance 71,166.18

Account Number: 160005769701

Statement Period: May 1, 2006 Thru May 31, 2006

Business Checking I

Account Number: 160005769701

Enclosures In Statement: 0

Beginning Balance	168,905.24+	Statement Period Days	31
2 Deposits	230,000.00+	Average Collected Balance	123,293.00+
0 Other Credits	0.00		
25 Checks	314,249.80-		
3 Other Debits	13,489.26-		
Monthly Service Charge	0.00		
Ending Balance	71,166.18+		

Deposits To Your Account

Date	Amount	Date	Amount
05-11	130,000.00	05-17	100,000.00

Checks Paid From Your Account

Check No.	Date	Amount
1073	05-04	12,746.14
1075*	05-02	160.00
1076	05-02	100.00
1077	05-08	9,632.83
1078	05-03	2,679.00
1079	05-05	4,000.00
1080	05-03	3,000.00
1081	05-05	660.00
1082	05-09	12,270.83
1083	05-15	10,000.00
1084	05-09	3,000.00
1085	05-17	200,000.00
1086	05-17	2,600.00
1087	05-17	1,000.00
1088	05-30	3,500.00
1089	05-26	1,000.00
1090	05-31	2,500.00
1173*	05-09	1,000.00
1174	05-15	1,600.00
1176	05-15	2,600.00
1176	05-18	3,600.00
1177	05-22	5,000.00
1178	05-26	312.00
1179	05-25	6,500.00
1202*	05-17	26,000.00

63 — 62 — 65 — 64 — 67 — 66 — 69 — 72 — 68 — 73 — 70 — 71 —

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

Other Debits From Your Account

Date	Description	Amount
05-08	First Citizens Loan Trans 0000628463	8,725.32
05-16	Commercial Loans CI Tran 000179007729001	649.31
05-25	# Miscellaneous Debit	4,114.63
	Total	13,489.26

Direct Customer Inquiry Calls To
FIRST CITIZENS

PAGE 24

000191

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
05-02	168,655.24+	05-09	110,942.12+	05-18	94,092.81+
05-03	162,976.24+	05-11	240,942.12+	05-22	89,092.81+
05-04	150,231.10+	05-15	226,942.12+	05-25	77,166.18+
05-05	145,571.10+	05-16	226,292.81+	05-30	73,666.18+
05-08	127,212.95+	05-17	97,692.81+	05-31	71,166.18+

First Citizens

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

08582
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

Statement Period: May 1, 2006 Thru May 31, 2006

Account Number: 160005769701

Chk# 1073 $12,745.14

Chk# 1075 $150.00

62 Chk# 1076 $100.00

Chk# 1077 $9,632.83

65 Chk# 1078 $2,679.00

64 Chk# 1079 $4,000.00

Chk# 1080 $3,000.00

Chk# 1081 $660.00

Chk# 1082 $12,270.83

Chk# 1083 $10,000.00

C00193

First Citizens

PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

Statement Period: May 1, 2006 Thru May 31, 2006

Account Number: 160005769701

67- 1084 — 5-6-06 — $3,000.00 — First Citizens — 160005769701 1084 0000300000

Chk# 1084 $3,000.00

1085 — 5-10-06 — $200,000.00 — First Citizens — 160005769701 1085 0020000000

Chk# 1085 $200,000.00

66- 1086 — 5-12-06 — $2,600.00 — First Citizens — 04253036 — 160005769701 1086 0000260000

Chk# 1086 $2,600.00

69- 1087 — 5-14-06 — $1,000.00 — First Citizens — Donation — 160005769701 1087 0000100000

Chk# 1087 $1,000.00

72- 1088 — 5-25-06 — $3,500.00 — First Citizens — 160005769701 1088 0000350000

Chk# 1088 $3,500.00

(9) 1089 — 5-25-06 — $1,000.00 — Cash — 05/25/06 10007 0014 160005769701CC $1,000.00 — First Citizens — 160005769701 1089

Chk# 1089 $1,000.00

1090 — 5-29-06 — $2,500.00 — First Citizens — 160005769701 1090 0000250000

Chk# 1090 $2,500.00

68- 1173 — 5-6-06 — $1,000.00 — First Citizens — 160005769701 1173 0000100000

Chk# 1173 $1,000.00

1174 — 5-10-06 — $1,500.00 — Yatta Inc. — First Citizens — 160005769701 1174 0000150000

Chk# 1174 $1,500.00

1175 — 6-11-05 — $2,500.00 — First Citizens — 160005769701 1175

Chk# 1175 $2,500.00

First Citizens

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

08582
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

Account Number: 160005769701

Statement Period: May 1, 2006 Thru May 31, 2006

73-

1176 — $3,600.00

70-

1177 — $5,000.00

1178 — $312.00

71-

1179 — $6,500.00

1202 — $25,000.00

524548 — $4,114.63

First Citizens

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

SC08

08612
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

IM
410

Your Account(s) At A Glance
Checking Balance 13,960.40+

Statement Period: June 1, 2006 Thru June 30, 2006 Account Number: 160005769701

Business Checking I

Account Number: 160005769701

Enclosures In Statement: 0

Beginning Balance	71,166.18+	Statement Period Days	30
1 Deposits	50,000.00+	Average Collected Balance	44,260.00+
0 Other Credits	0.00		
19 Checks	97,791.57-		
2 Other Debits	9,414.21-		
Monthly Service Charge	0.00		
Ending Balance	13,960.40+		

Deposits To Your Account

Date	Amount
06-19	50,000.00

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
1213	06-21	39.71	78 - 1273	06-02	2,262.10	1281	06-15	13,141.67
1214	06-20	18,338.87	1274	06-08	1,880.00	1282	06-14	2,000.00
1215	06-26	6,792.92	1275	06-06	1,163.94	1283	06-29	1,700.00
76 - 1216	06-26	5,000.00	1276	06-06	300.00	1284	06-29	5,947.16
75 - 1217*	06-30	25,589.20	79 - 1277	06-08	2,600.00	80 - 1286	06-26	5,000.00
1241*	06-21	340.00	77 - 1278	06-08	2,700.00			
1271*	06-05	600.00	79 - 1280*	06-08	2,496.00			
1272	06-02							

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

Other Debits From Your Account

Date	Description	Amount
06-07	First Citizens Commercial Loan Paymnt 0000628463-0001065937	8,725.32
06-16	Commercial Loans Cl Tran 000179007729001	688.89
	Total	9,414.21

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
06-02	68,304.08+	06-14	46,198.82+	06-21	38,400.48+
06-06	67,964.08+	06-15	33,057.15+	06-26	26,607.56+
06-06	66,500.14+	06-16	32,368.26+	06-29	18,960.40+
06-07	57,774.82+	06-19	82,368.26+	06-30	13,960.40+
06-08	48,198.82+	06-20	64,029.39+		

Direct Customer Inquiry Calls To
FIRST CITIZENS

000196

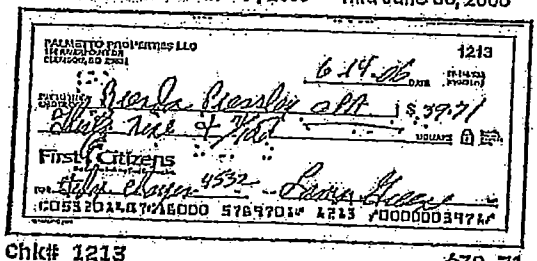
First Citizens

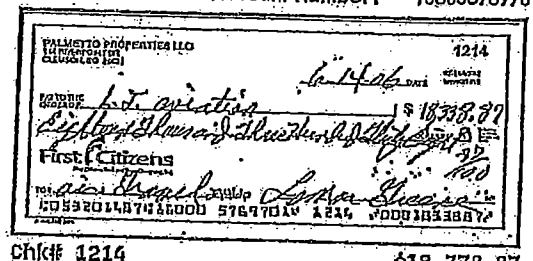
1230 Main Street
PO Box 29
Columbia, SC 29202-0029

08612
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

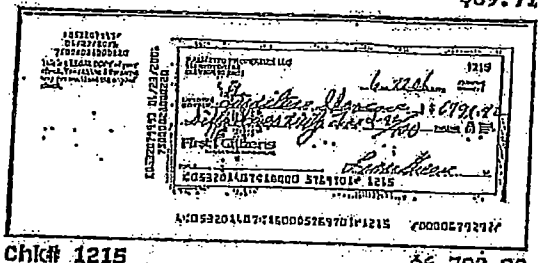
Statement Period: June 1, 2006 Thru June 30, 2006

Account Number: 160005769701

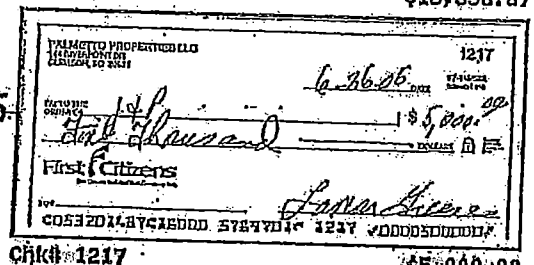

Chk# 1213 $39.71

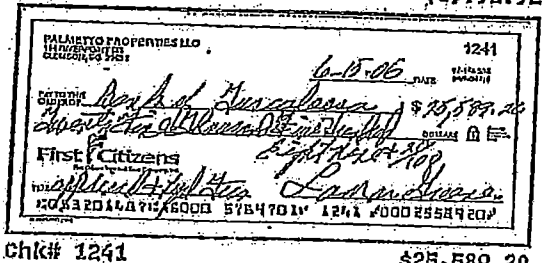

Chk# 1214 $18,338.87

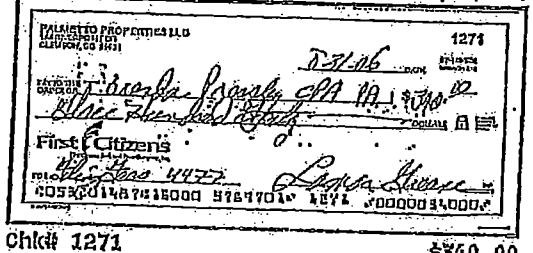
76-

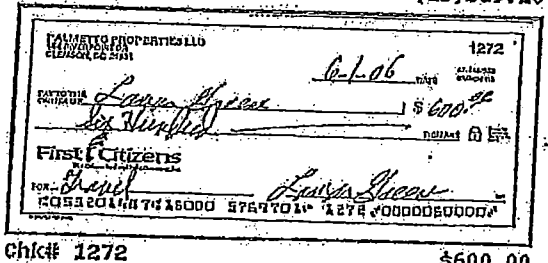

Chk# 1215 $6,792.92

75-

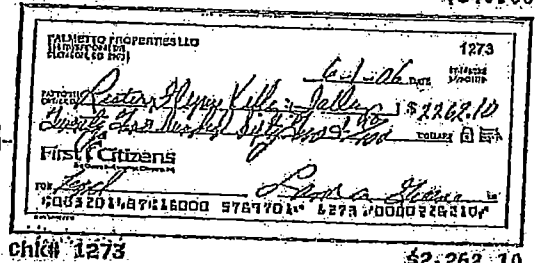

Chk# 1217 $5,000.00

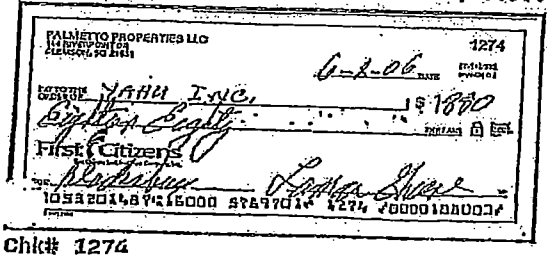

Chk# 1241 $25,589.20

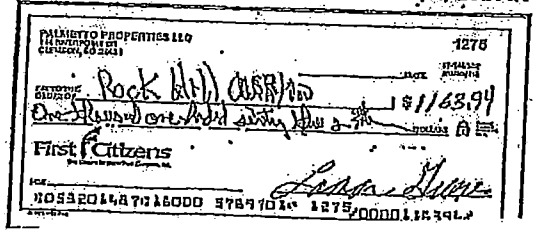

Chk# 1271 $340.00


Chk# 1272 $600.00

78-


Chk# 1273 $2,262.10


Chk# 1274

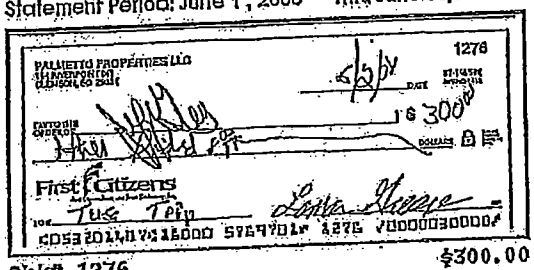


First Citizens

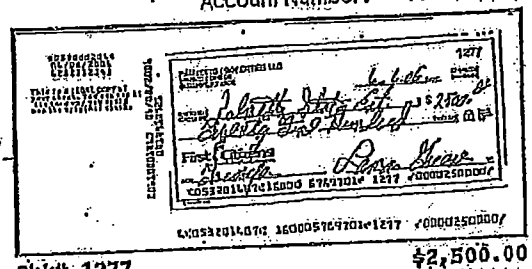
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

Account Number: 160005769701

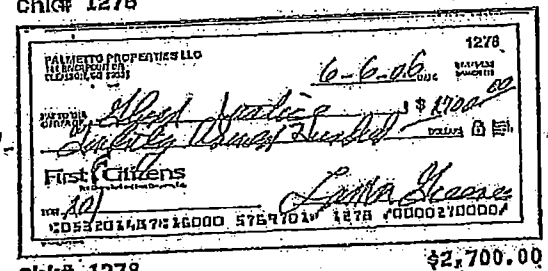
Statement Period: June 1, 2006 Thru June 30, 2006



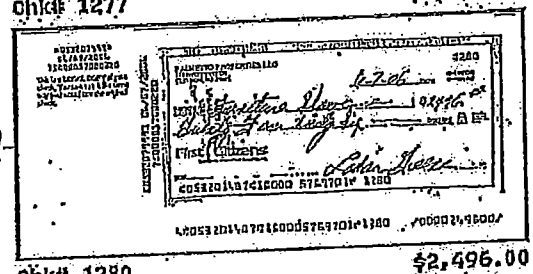
Chk# 1276 $300.00



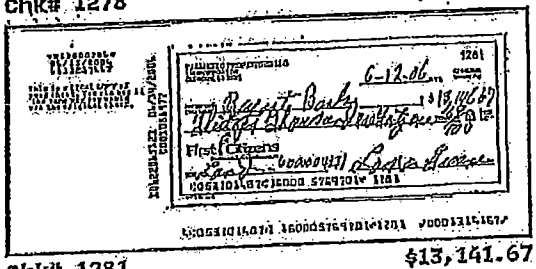
74- Chk# 1277 $2,500.00



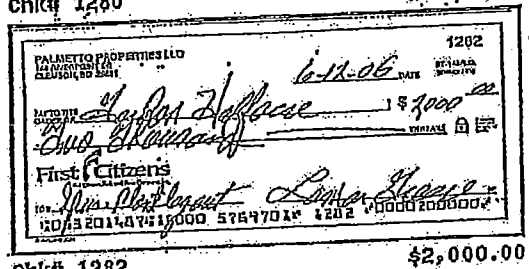
77- Chk# 1278 $2,700.00



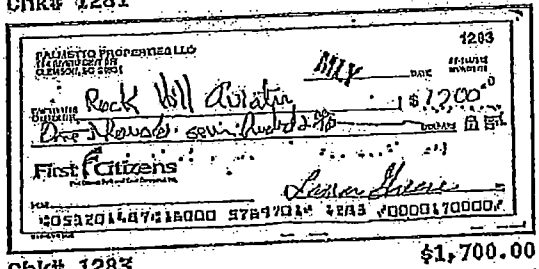
79- Chk# 1280 $2,496.00



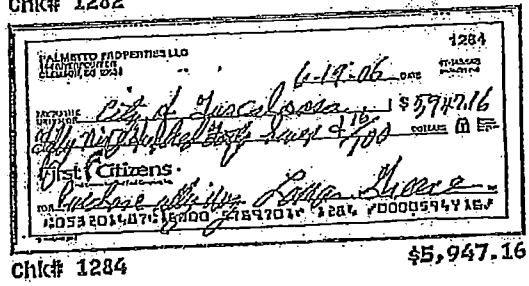
Chk# 1281 $13,141.67



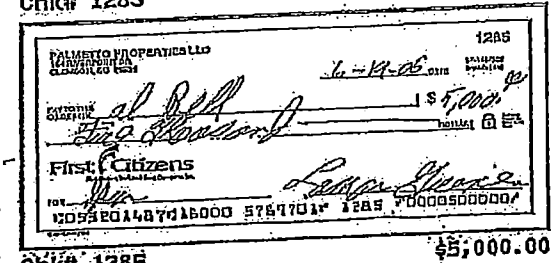
Chk# 1282 $2,000.00



Chk# 1283 $1,700.00



Chk# 1284 $5,947.16



80- Chk# 1285 $5,000.00

First Citizens

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

SC08

08418
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

IM
410

Your Account(s) At A Glance
Checking Balance 12,231.14+

Statement Period: July 1, 2006 Thru July 31, 2006 Account Number: 160005769701

Business Checking I

Account Number: 160005769701

Enclosures In Statement: 0

Beginning Balance	13,960.40+	Statement Period Days	31
2 Deposits	94,000.00+	Average Collected Balance	16,992.00+
0 Other Credits	0.00		
14 Checks	86,274.16-		
5 Other Debits	9,455.10-		
Monthly Service Charge	0.00		
Ending Balance	12,231.14+		

Deposits To Your Account

Date	Amount	Date	Amount
07-11	50,000.00	07-26	44,000.00

Checks Paid From Your Account

	Check No.	Date	Amount		Check No.	Date	Amount		Check No.	Date	Amount
81	1216	07-14	3,000.00		1224*	07-26	43,665.00		1289*	07-18	2,190.21
82	1218*	07-06	560.00	86	1225	07-18	724.48		1290	07-18	1,004.47
84	1219	07-18	1,500.00	83	1226	07-20	15,000.00	87	1292*	07-26	2,766.00
85	1220	07-14	2,350.00		1286*	07-03	4,860.00	88	1294*	07-31	5,000.00
	1221	07-14	1,100.00		1287	07-06	2,675.00				

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

Other Debits From Your Account

Date	Description	Amount
07-07	First Citizens Commercial Loan Paymnt 0000628463-0001065937	8,725.32
07-07	Overdraft Item Fee	32.00
07-07	Overdrawn Account Fee	6.00
07-10	Overdrawn Account Fee	15.00
07-18	Commercial Loans CI Tran 000179007729001	677.78
	Total	9,455.10

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
07-03	9,100.40+	07-10	2,801.92-	07-20	19,651.14+
07-06	6,526.40+	07-11	47,198.08+	07-25	16,886.14+
07-06	5,976.40+	07-14	40,748.08+	07-26	17,231.14+
07-07	2,786.92-	07-18	34,661.14+	07-31	12,231.14+

Direct Customer Inquiry Calls To
FIRST CITIZENS

000199

First Citizens

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

98418
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

Statement Period: July 1, 2006 Thru July 31, 2006

Account Number: 160005769701

81 — Chk# 1216 — $3,000.00

82 — Chk# 1218 — $550.00

84 — Chk# 1219 — $1,500.00

Chk# 1220 — $2,350.00

85 — Chk# 1221 — $1,100.00

Chk# 1224 — $43,655.00

86 — Chk# 1225 — $724.48

83 — Chk# 1226 — $15,000.00

Chk# 1286 — $4,860.00

Chk# 1287 — $2,575.00

000207

First Citizens

PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

Account Number: 160005769701

Statement Period: July 1, 2006 Thru July 31, 2006

1289 — 7-11-06 — $2,190.21
Chk# 1289 — $2,190.21

1290 — 7-11-06 — $1,004.47
Chk# 1290 — $1,004.47

87- 1292 — 7-22-06 — $2,765.00
Chk# 1292 — $2,765.00

88 1294 — 7-26-06 — $5,000.00
Chk# 1294 — $5,000.00

First Citizens

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

SC08

08640
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

IM
410

Your Account(s) At A Glance
Checking Balance 679,460.74+

Statement Period: August 1, 2006 Thru August 31, 2006 Account Number: 160005769701

Business Checking I

Account Number: 160005769701

Enclosures In Statement: 0

Beginning Balance	12,231.14+	Statement Period Days	31
6 Deposits	1,368,037.00+	Average Collected Balance	414,158.00+
0 Other Credits	0.00		
22 Checks	546,404.62-		
11 Other Debits	164,402.88-		
Monthly Service Charge	0.00		
Ending Balance	679,460.74+		

Deposits To Your Account

Date	Amount	Date	Amount	Date	Amount
08-01	44,000.00	08-10	160,000.00	08-30	44,037.00
08-08	10,000.00	08-15	1,000,000.00	08-31	120,000.00

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
	08-08	3,500.00	96- 1237*	08-23	2,600.00	89- 1295*	08-03	568.00
90- 1227	08-04	5,000.00	1239*	08-25	270,000.00	1296	08-01	500.00
1228	08-23	263.62	97- 1240	08-24	6,000.00	98- 1297	08-07	836.00
1230*	08-11	30,000.00	1242*	08-29	1,300.00	1298	08-16	600.00
91- 1231	08-18	8,900.00	1243	08-28	10,000.00	1299	08-11	3,300.00
93 94- 1232	08-16	10,000.00	95- 1244	08-30	13,600.00	1300	08-14	1,760.00
92- 1233	08-18	14,470.00	1291*	08-30	42,432.90			
1235*	08-30	120,000.00	1293*	08-07	2,095.00			

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

Other Debits From Your Account

Date	Description	Amount
08-01	Chargeback	44,000.00
08-01	Chargeback Fee	6.00
08-07	First Citizens Commercial Loan Paymnt 0000628463-0001065937	8,725.32
08-07	Overdraft Item Fee	96.00
08-07	Insufficient Funds Fee	64.00
08-07	Overdrawn Account Fee	6.00
08-08	Greenville First Loan Pymt 160005769701	760.00
08-16	Commercial Loans Cl Tran **********9001	710.41
08-22	# Miscellaneous Debit	100,000.00

Direct Customer Inquiry Calls To
FIRST CITIZENS

000202

Other Debits From Your Account

Date	Description	Amount
08-30	Harland Checks Chk Orders ***-****-4400	15.15
08-30	Insufficient Funds Fee	32.00
	Total	154,402.88

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
08-01	11,726.14+	08-14	116,047.82+	08-25	702,703.79+
08-03	11,168.14+	08-16	1,116,047.82+	08-28	692,703.79+
08-04	6,168.14+	08-16	1,103,837.41+	08-29	691,403.79+
08-07	5,652.18-	08-18	1,080,467.41+	08-30	669,460.74+
08-08	97.82+	08-22	980,467.41+	08-31	679,460.74+
08-10	150,097.82+	08-23	977,703.79+		
08-11	116,797.82+	08-24	972,703.79+		

First Citizens

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

08640
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

Account Number: 160005769701

Statement Period: August 1, 2006 Thru August 31, 2006

1229 — 8-5-06 — $3,500.00 — Chk#

1227 — 8-3-06 — $5,000.00 — Chk# 1227

1228 — 8-2-06 — $263.62 — Chk# 1228

1230 — 8-7-06 — $30,000.00 — Chk# 1230

1231 — 8/16/06 — $8,900.00 — Chk# 1231

1232 — 8-15-06 — $10,000.00 — Chk# 1232

1233 — 8-15-06 — $14,470.00 — Chk# 1233

1235 — 8-16-06 — $120,000.00 — Chk# 1235

1237 — 8-21-06 — $2,500.00

1239 — 8-21-06 — $270,000.00 — Chk# 1239

000204

First Citizens

PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

Statement Period: August 1, 2006 Thru August 31, 2006

Account Number: 160005769701

97- Chk# 1240 $5,000.00

Chk# 1242 $1,300.00

Chk# 1243 $10,000.00

95- Chk# 1244 $13,500.00

Chk# 1291 $42,432.90

Chk# 1293 $2,095.00

89- Chk# 1295 $558.00

(10) Chk# 1296 $500.00

98- Chk# 1297 $335.00

Chk# 1298 $500.00

C00205

First Citizens

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

08640
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

Statement Period: August 1, 2006 Thru August 31, 2006

Account Number: 160005769701

PALMETTO PROPERTIES LLC 1299
9-9-06
YAHU INC. $3300.
First Citizens
Chk# 1299 $3,300.00

PALMETTO PROPERTIES LLC 1300
8/10/06
YAHU INC. $1750
First Citizens
Chk# 1300 $1,750.00

FIRST CITIZENS CHECKING/SAVINGS/IRA DEBIT MEMO ADVICE BKG
9-22-06 Palmetto Properties
DEBITED YOUR ACCOUNT
524345
Palmetto Properties $ 100 000.00
08/22/06 410001 0029 160005769701CC $100,000.00
Chk# 524345 $100,000.00

First Citizens

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

SC08

08570
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

IM
410

Your Account(s) At A Glance
Checking Balance 95,058.96+

Account Number: 160005769701

Statement Period: September 1, 2006 Thru September 30, 2006

Enclosures In Statement: 0

Business Checking I

Account Number: 160005769701

Beginning Balance	679,460.74+	Statement Period Days	30
2 Deposits	222,310.00+	Average Collected Balance	223,059.00+
0 Other Credits	0.00		
12 Checks	108,809.04-		
9 Other Debits	697,902.74-		
Monthly Service Charge	0.00		
Ending Balance	95,058.96+		

Deposits To Your Account

Date	Amount	Date	Amount
09-06	178,655.00	09-22	43,655.00

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
99 - 1203 -	09-14	2,500.00	1246	09-01	42,432.00	1263	09-22	800.00
100 - 1248 -	09-15	1,500.00	1247	09-05	4,000.00	1302*	09-06	2,608.34
1304 -	09-19	1,500.00	1249*	09-07	3,881.70	1306*	09-21	2,850.00
1245	09-22	44,037.00	101 - 1252*	09-22	2,500.00	1307	09-25	200.00

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

Other Debits From Your Account

Date	Description	Amount
09-05	Chargeback	44,037.00
09-05	Chargeback Fee	6.00
09-05	Greenville First Loan Pymt *****1100	750.00
09-07	First Citizens Commercial Loan Paymnt 0000628463-0001065937	8,725.32
09-08	# Wire Transfer Ref Number = 000109	600,000.00
09-08	Wire Transfer Fee	15.00
09-11	Chargeback	43,655.00
09-11	Chargeback Fee	6.00
09-19	Commercial Loans Cl Tran **********9001	710.42
	Total	697,902.74

Direct Customer Inquiry Calls To
FIRST CITIZENS

000207

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
09-01	637,028.74+	09-08	151,661.38+	09-19	101,790.96+
09-05	585,628.40+	09-11	108,001.38+	09-21	98,940.96+
09-06	764,283.40+	09-14	106,501.38+	09-22	96,258.96+
09-07	751,676.38+	09-15	104,001.38+	09-25	95,058.96+

First Citizens

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

08670
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

Statement Period: September 1, 2006 Thru September 30, 2006 Account Number: 160005769701

99 — Chk# 1303 — $2,500.00

Chk# 1304 — $1,500.00

100 — Chk# 1248 — $1,500.00

Chk# 1245 — $44,037.00

Chk# 1246 — $42,432.00

Chk# 1247 — $4,000.00

101 — Chk# 1249 — $3,881.70

Chk# 1252 — $2,500.00

Chk# 1253 — $800.00

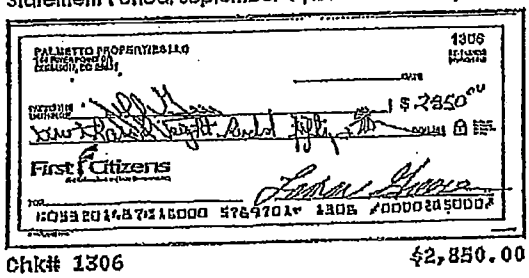
Chk# 1302 — $2,608.34

000209

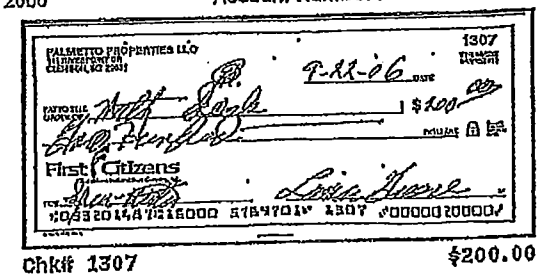
First Citizens

PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

Statement Period: September 1 , 2006 Thru September 30, 2006 Account Number: 160005769701



Chk# 1306 $2,850.00



Chk# 1307 $200.00

000210

First Citizens

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

SC08

D8774
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

IM
410

Your Account(s) At A Glance
Checking Balance 210,983.60+

Statement Period: October 1, 2006 Thru October 31, 2006 Account Number: 160005769701

Business Checking I

Account Number: 160005769701

Enclosures In Statement: 0

Beginning Balance	95,058.96+	Statement Period Days	31
1 Deposits	21,300.00+	Average Collected Balance	187,470.00+
1 Other Credits	250,000.00+		
24 Checks	146,200.54-		
4 Other Debits	10,174.82-		
Monthly Service Charge	0.00		
Ending Balance	210,983.60+		

Deposits To Your Account

Date	Amount	Date	Amount
10-24	21,300.00		

Other Credits To Your Account

Date	Description	Amount
10-13	Wire Transfer Ref Number = 001946	250,000.00
	Total	250,000.00

Checks Paid From Your Account

Check No.	Date	Amount
103 — 1254	10-06	6,250.00
1255	10-02	3,624.05
113 — 1257*	10-13	2,248.30
104 — 1258	10-20	6,000.00
1259	10-16	43,656.00
1260	10-16	1,681.60
1261	10-13	160.00
1262	10-17	326.69
1263	10-13	4,200.00
1265*	10-31	34,500.00
1266	10-27	600.00
1267	10-31	505.00
102 — 1308*	10-02	6,000.00
1309	10-06	200.00
1310	10-12	5,000.00
1311	10-12	2,000.00
1312	10-20	5,000.00
106 — 1313	10-16	5,000.00
1316*	10-18	2,610.00
1318*	10-26	2,000.00
109 — 1322*	10-27	7,076.00
1323	10-25	4,500.00
1324	10-31	290.00
1326*	10-30	2,076.00

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

Direct Customer Inquiry Calls To FIRST CITIZENS

Other Debits From Your Account

Date	Description	Amount
10-05	Greenville First Loan Pymt *****1100	750.00
10-10	First Citizens Commercial Loan Paymnt 0000628463-0001065937	8,726.32
10-13	Wire Transfer Fee	12.00
10-17	Commercial Loans CI Tran **********9001	687.60
	Total	10,174.82

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
10-02	86,434.91+	10-16	256,662.69+	10-26	256,728.60+
10-05	85,684.91+	10-17	255,638.60+	10-27	248,353.60+
10-06	79,234.91+	10-18	252,928.60+	10-30	246,278.60+
10-10	70,509.69+	10-20	241,928.60+	10-31	210,983.60+
10-12	63,509.69+	10-24	263,228.60+		
10-13	306,889.29+	10-25	258,728.60+		

First Citizens

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

09774
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

Statement Period: October 1, 2006 Thru October 31, 2006

Account Number: 160005769701

103

Chk# 1254 $6,250.00

Chk# 1255 $3,624.05

113

Chk# 1257 $2,248.30

104

Chk# 1258 $6,000.00

Chk# 1259 $43,655.00

Chk# 1260 $1,681.60

Chk# 1261 $160.00

Chk# 1262 $326.59

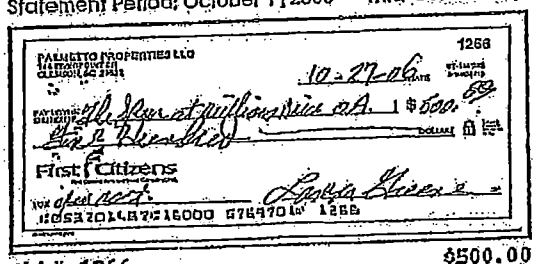
Chk# 1263 $36,500.00

First Citizens

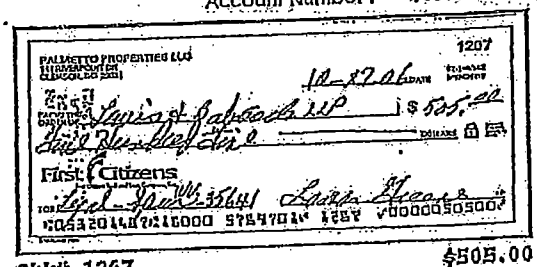
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

Statement Period: October 1, 2006 Thru October 31, 2006

Account Number: 1000057697 01

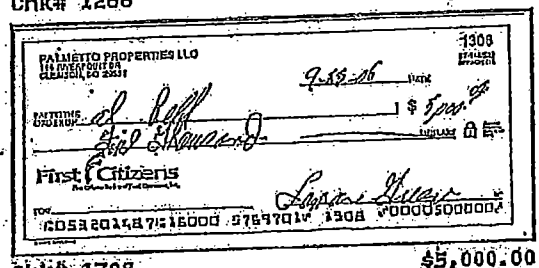


Chk# 1266 $500.00

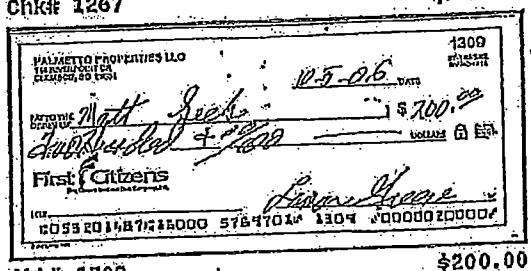


Chk# 1267 $505.00

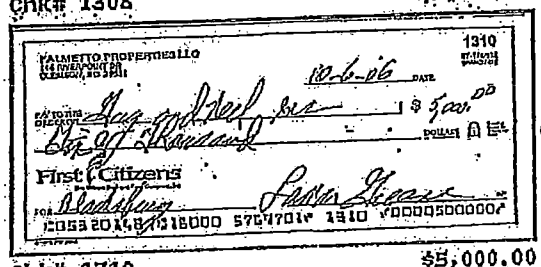
102-



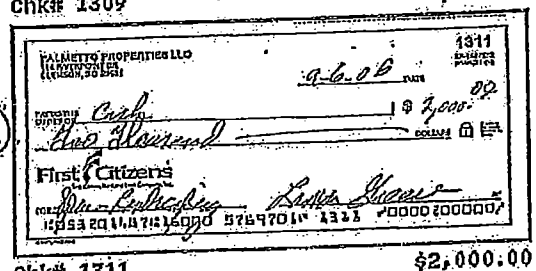
Chk# 1308 $5,000.00



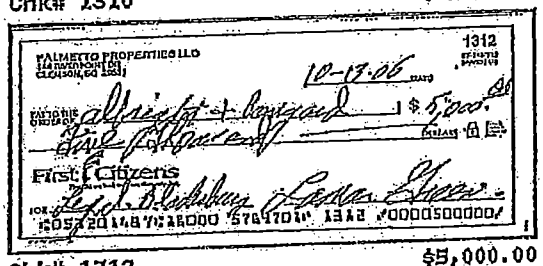
Chk# 1309 $200.00



Chk# 1310 $5,000.00

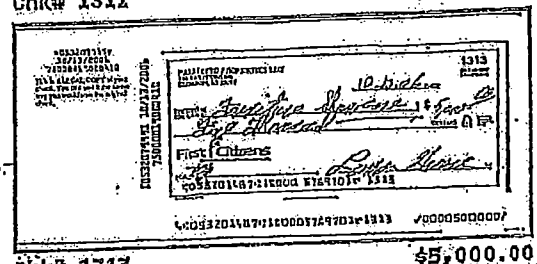


Chk# 1311 $2,000.00

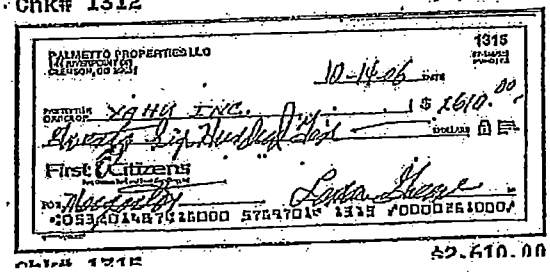


Chk# 1312 $5,000.00

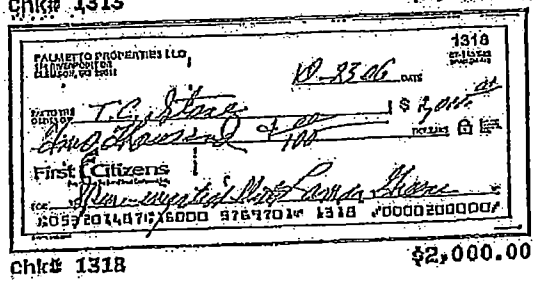
106-



Chk# 1313 $5,000.00



Chk# 1315 $1,610.00



Chk# 1318 $2,000.00

First Citizens

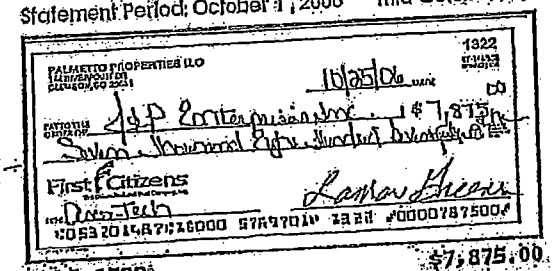
1230 Main Street
PO Box 29
Columbia, SC 29202-0029

08774
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

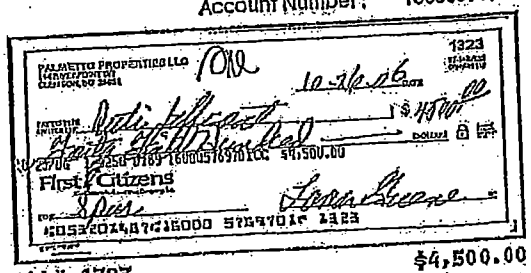
Account Number: 160005769701

Statement Period: October 1, 2006 Thru October 31, 2006

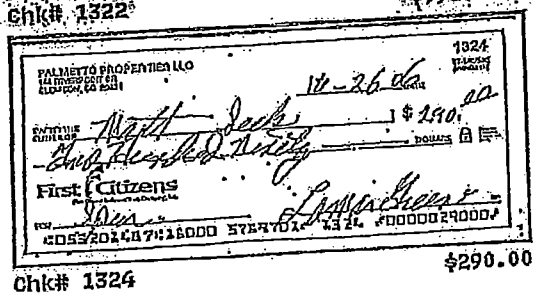
109-



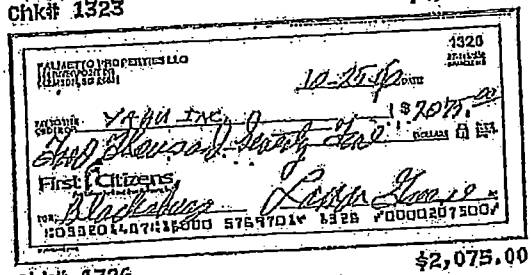
Chk# 1322 $7,875.00



Chk# 1323 $4,500.00



Chk# 1324 $290.00



Chk# 1326 $2,075.00

First Citizens

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

SC08

08680
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

IM
410

Your Account(s) At A Glance
Checking
Balance 2,149.51-

Statement Period: November 1, 2006 Thru November 30, 2006 Account Number: 160005769701

Business Checking I

Account Number: 160005769701

Enclosures In Statement: 0

Beginning Balance	210,983.60+	Statement Period Days	30
0 Deposits	0.00	Average Collected Balance	99,110.00+
0 Other Credits	0.00		
21 Checks	153,590.37-		
9 Other Debits	59,542.74-		
Monthly Service Charge	0.00		
Ending Balance	2,149.51-		

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
108 — 1264	11-06	8,146.00	110 — 1327*	11-06	5,880.00	1391*	11-15	1,600.00
1268*	11-08	2,600.00	1327*	11-07	5,994.15	1392	11-28	400.00
1269	11-03	360.00	111 — 1328	11-01	5,000.00	1421*	11-14	36,700.00
1270	11-13	1,920.00	1328*	11-20	46,800.00	1422	11-24	5,000.00
1319*	11-06	3,000.00	1329	11-15	250.00	1423	11-22	2,495.00
112 — 1320	11-07	1,236.72	1330	11-07	3,850.00	1424	11-28	10,000.00
1321	11-06	5,000.00	1330*	11-14	3,658.50	114 — 1426*	11-29	5,000.00

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

Other Debits From Your Account

Date	Description	Amount
11-06	Greenville First Loan Pymt 400821100	750.00
11-07	First Citizens Commercial Loan Paymnt 0000628463-0001065937	8,725.32
11-16	# Wire Transfer Ref Number=000103	2,500.00
11-16	Wire Transfer Fee	15.00
11-16	# Miscellaneous Debit	46,800.00
11-16	Commercial Loans CI Tran **********9001	710.42
11-29	Overdraft Item Fee	32.00
11-29	Overdrawn Account Fee	5.00
11-30	Overdrawn Account Fee	5.00
	Total	59,542.74

Direct Customer Inquiry Calls To

C00216

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
11-01	206,983.60+	11-13	158,621.41+	11-22	18,292.49+
11-03	205,623.60+	11-14	119,362.91+	11-24	13,292.49+
11-06	182,847.60+	11-15	117,612.91+	11-28	2,892.49+
11-07	163,041.41+	11-16	67,687.49+	11-29	2,144.51-
11-08	160,641.41+	11-20	20,787.49+	11-30	2,149.51-

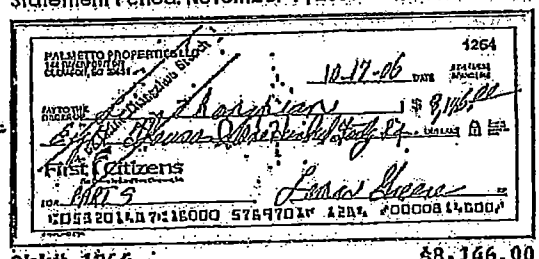
First Citizens

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

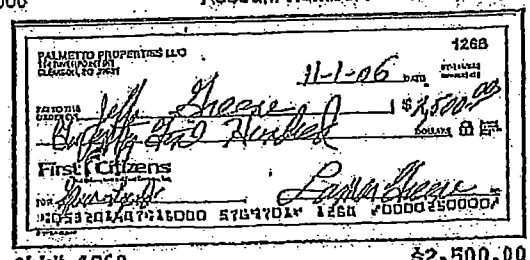
03680
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

Statement Period: November 1, 2006 Thru November 30, 2006 Account Number: 160005769701

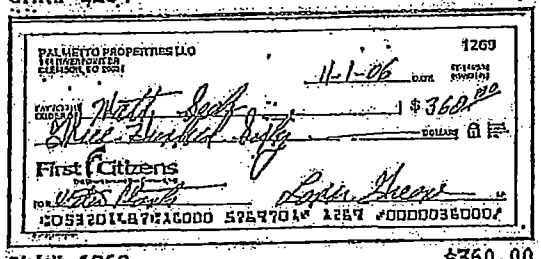
108



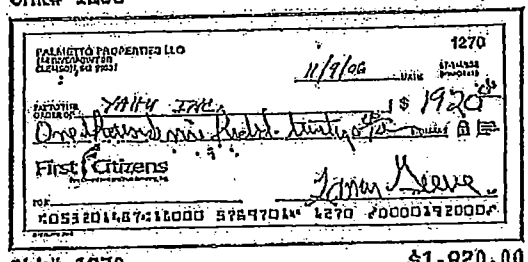
Chk# 1264 $8,146.00



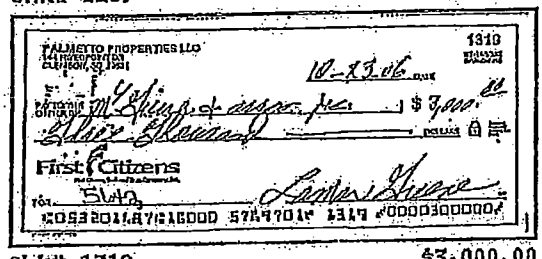
Chk# 1268 $2,500.00



Chk# 1269 $360.00

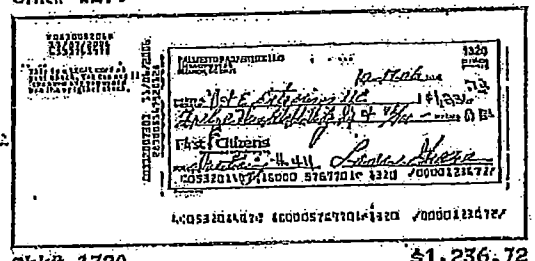


Chk# 1270 $1,920.00

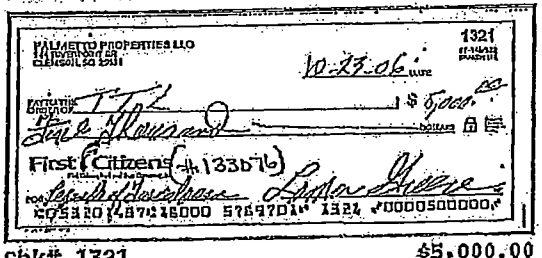


Chk# 1319 $3,000.00

112

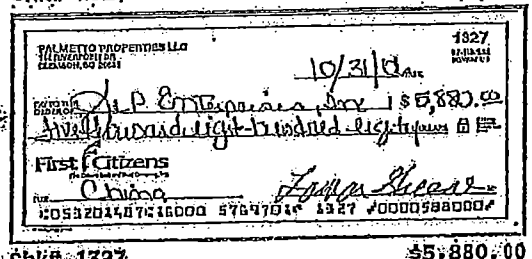


Chk# 1320 $1,236.72



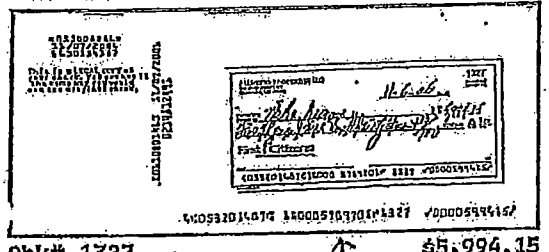
Chk# 1321 $5,000.00

110



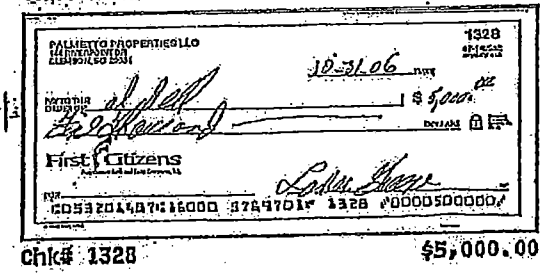
Chk# 1327 $5,880.00

?



Chk# 1327 $5,994.15

111



Chk# 1328 $5,000.00

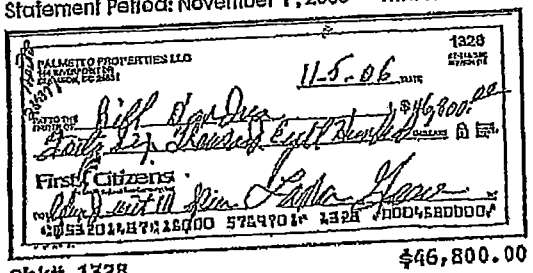
?

First Citizens

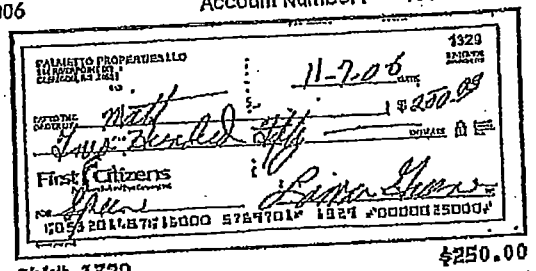
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

Statement Period: November 1, 2006 Thru November 30, 2006

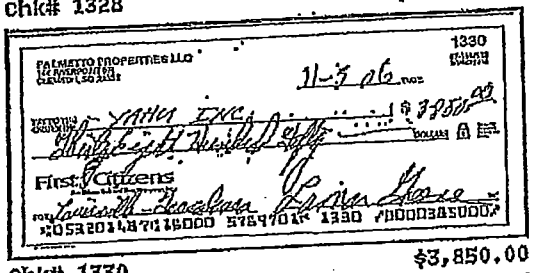
Account Number: 160005769701



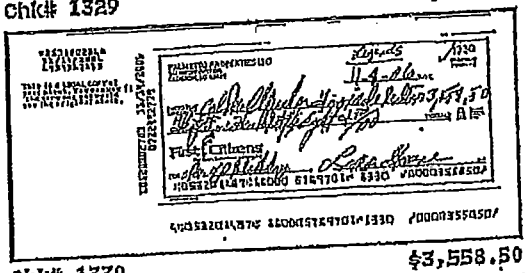
Chk# 1328 $46,800.00



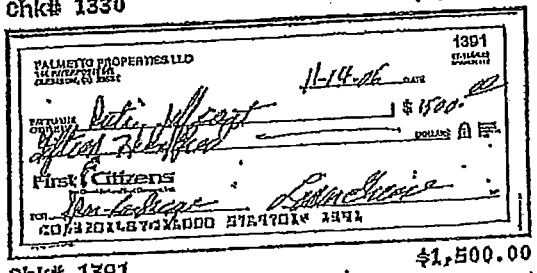
Chk# 1329 $250.00



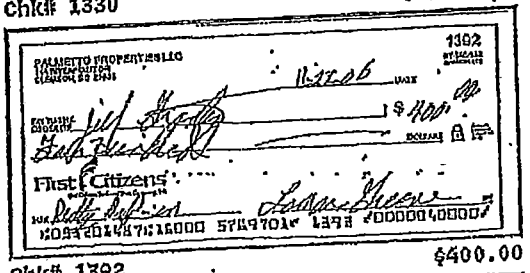
Chk# 1330 $3,850.00



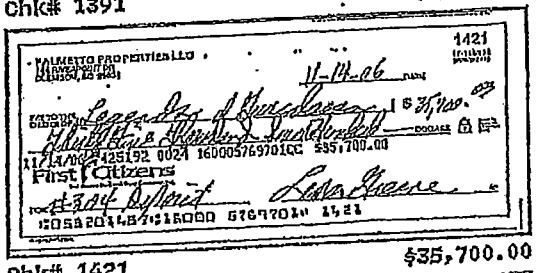
Chk# 1330 $3,558.50



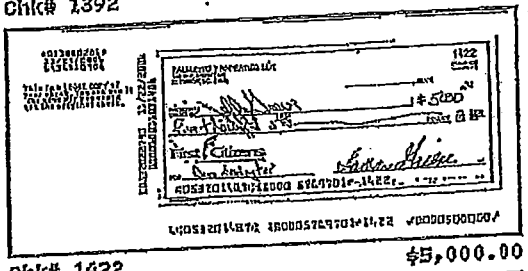
Chk# 1391 $1,500.00



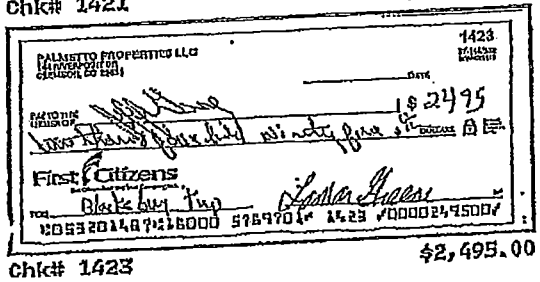
Chk# 1392 $400.00



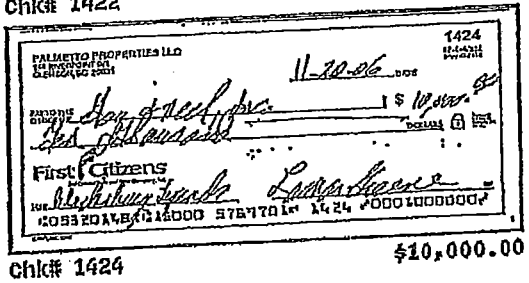
Chk# 1421 $35,700.00



Chk# 1422 $5,000.00



Chk# 1423 $2,495.00



Chk# 1424 $10,000.00

First Citizens

1230 Main Street
P.O. Box 29
Columbia, SC 29202-0029

08680
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

Statement Period: November 1, 2006 Thru November 30, 2006 Account Number: 160005769701

114-

PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631

1426

11-28-06

$ 5,000.00

First Citizens

Chk# 1426 $5,000.00

FIRST CITIZENS

CHECKING / SAVINGS / MONEY MARKET

DKTS

11-16-06

410

DEBITED YOUR ACCOUNT

524372

CHECKING SAVINGS MMA

160005769701

Palmetto Properties

$ 46,800.00

Chk# 524372 $46,800.00

000223

First Citizens

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

SC08

08860
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

IM
410

Your Account(s) At A Glance
Checking
Balance [illegible]

Statement Period: December 1, 2006 Thru December 31, 2006 Account Number: 160005769701

Business Checking I

Account Number: 160005769701

Enclosures In Statement: 0

Beginning Balance	2,149.51-	Statement Period Days	31
3 Deposits	67,496.00+	Average Collected Balance	33,143.00+
0 Other Credits	0.00		
23 Checks	44,094.81-		
4 Other Debits	11,995.32-		
Monthly Service Charge	0.00		
Ending Balance	9,255.36+		

Deposits To Your Account

Date	Amount	Date	Amount	Date	Amount
12-01	54,496.00	12-01	3,000.00	12-04	10,000.00

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
1394	12-04	1,870.00	1402	12-08	600.00	*1427*	12-15	250.00
1395	12-08	1,264.05	116 - 1403	12-11	3,000.00	1428	12-20	3,701.90
1396	12-07	3,004.00	1404	12-13	5,000.00	1429	12-27	1,650.00
1397	12-11	784.86	1405	12-14	2,015.00	119 - 1430	12-29	1,000.00
1398	12-18	2,500.00	1406	12-21	910.00	1431	12-29	2,000.00
1399	12-08	2,350.00	1407	12-26	2,660.00	120 - 1436*	12-28	5,000.00
1400	12-07	445.00	1408	12-21	310.00	118 - 1438*	12-28	1,600.00
115 - 1401	12-11	600.00	117 - 1426*	12-05	2,000.00			

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

Other Debits From Your Account

Date	Description	Amount
12-05	Greenville First Loan Pymt 400821100	750.00
12-07	First Citizens Commercial Loan Paymnt 0000628463-0001065937	8,725.32
12-12	# Telephone Transfer	20.00
12-15	SC To ACH Trans Transfer ***3392	2,500.00
	Total	11,995.32

Direct Customer Inquiry Calls To
FIRST CITIZENS

000221

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
12-01	66,345.49+	12-12	40,142.26+	12-21	22,965.36+
12-04	63,475.49+	12-13	36,142.26+	12-26	20,405.36+
12-05	60,726.49+	12-14	33,127.26+	12-27	18,765.36+
12-07	48,651.17+	12-15	30,377.26+	12-28	12,255.36+
12-08	44,447.12+	12-18	27,877.26+	12-29	9,255.36+
12-11	40,162.26+	12-20	24,175.36+		

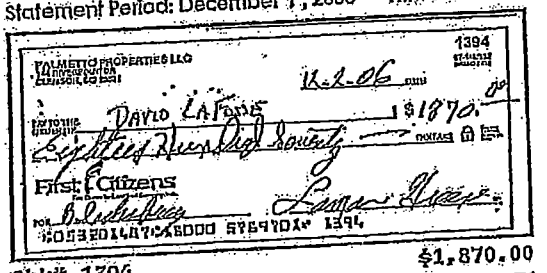
First Citizens

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

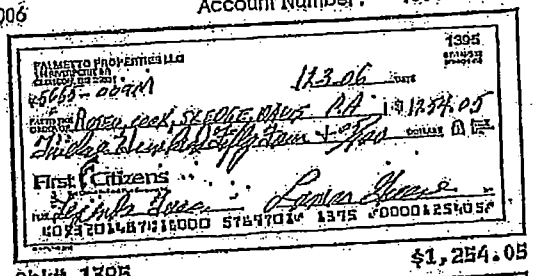
08850
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

Statement Period: December 1, 2006 Thru December 31, 2006

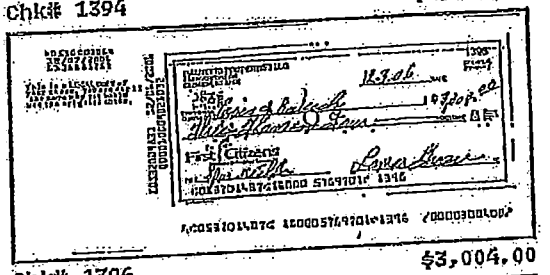
Account Number: 160005769701



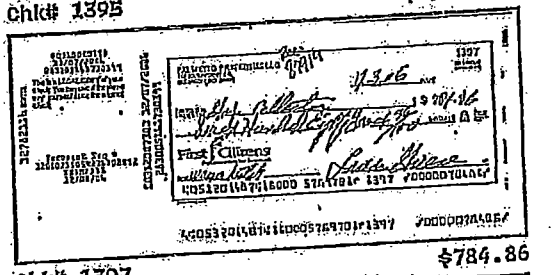
Chk# 1394 $1,870.00



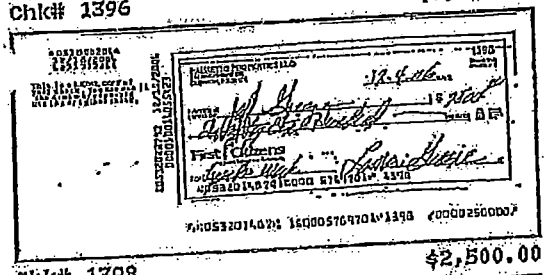
Chk# 1395 $1,254.05



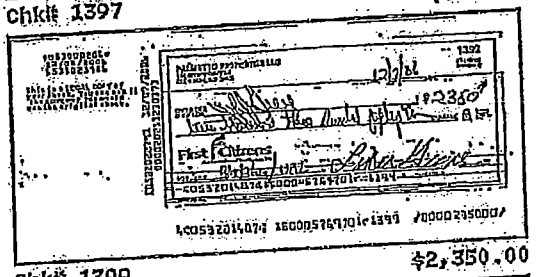
Chk# 1396 $3,004.00



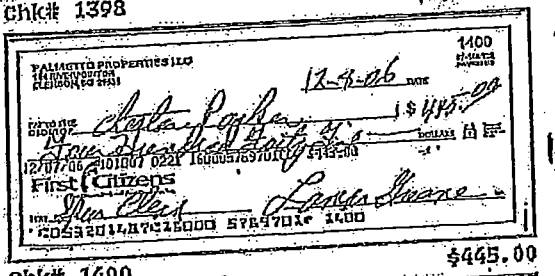
Chk# 1397 $784.86



Chk# 1398 $2,500.00

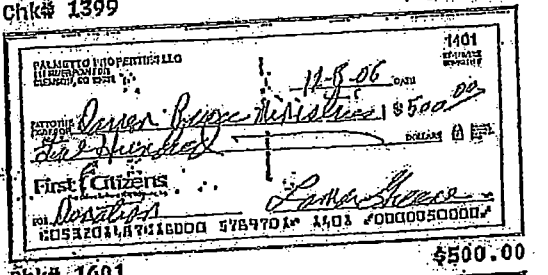


Chk# 1399 $2,350.00

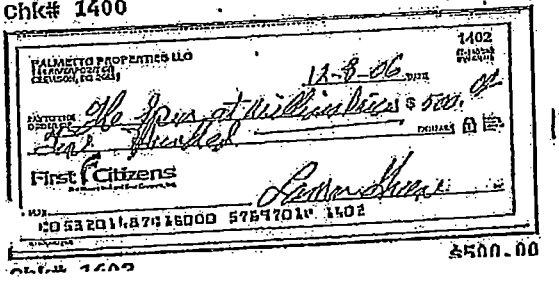


Chk# 1400 $445.00

115

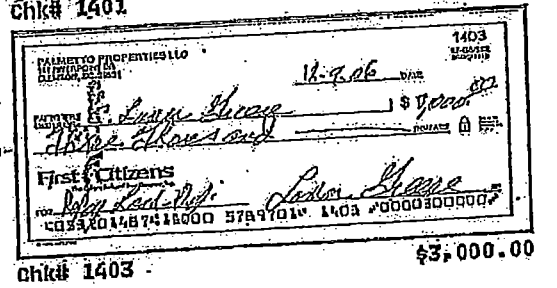


Chk# 1401 $500.00



Chk# 1402 $500.00

116



Chk# 1403 $3,000.00

000223

First Citizens

PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

Account Number: 160005769701

Statement Period: December 1, 2006 Thru December 31, 2006

1404 — 12-1-06 — $5,000.00
Chk# 1404

1405 — 12-12-06 — $2,015.00
Chk# 1405

1406 — 12-16-06 — $910.00
Chk# 1406

1407 — 12-19-06 — $2,550.00
Chk# 1407

1408 — 12-10-06 — $310.00
Chk# 1408

1425 — 11-27-06 — $2,000.00
Chk# 1425

1427 — 12-13-06 — $250.00
Chk# 1427

1428 — 11-5-06 — $3,701.90
Chk# 1428

1429 — $1,650.00

1430 — 12-26-06 — $1,000.00
Chk# 1430

First Citizens

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

08850
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR.
CLEMSON SC 29631-1049

Statement Period: December 1, 2006 Thru December 31, 2006

Account Number: 160006769701

PALMETTO PROPERTIES LLC 1431
12-26-06 $2,000.00
First Citizens
⑆053201487⑈16000 5789701⑈ 1431 ⑈0000200000⑈

Chk# 1431 $2,000.00

PALMETTO PROPERTIES LLC 1436
12-27-06 $5,000.00
First Citizens
⑆053201487⑈16000-5789701⑈-1436-⑈0000500000⑈

Chk# 1436 $5,000.00

PALMETTO PROPERTIES LLC 1438
12-27-06 $1,500.00
First Citizens
⑆053201487⑈16000 5789701⑈ 1438 ⑈0000150000⑈

Chk# 1438 $1,500.00

FIRST CITIZENS BANK OF SC 08965
12-12-2006
Clemson
Copies of 2004
Bank Statements
Palmetto Properties ⑈ 93 $ 20.00
⑈0000896⑈ ⑆053000034⑈
160006769701

Chk# 8965 $20.00

118

120

000225

First Citizens

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

SC08

08975
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

JM
410

Your Account(s) At A Glance
Checking
Balance [illegible]

Statement Period: January 1, 2007 Thru January 31, 2007 Account Number: 160005769701

Business Checking I

Account Number: 160005769701

Enclosures In Statement: 0

Beginning Balance	9,255.36+	Statement Period Days	31
6 Deposits	437,275.00+	Average Collected Balance	114,827.00+
0 Other Credits	0.00		
30 Checks	220,764.72-		
7 Other Debits	121,023.95-		
Monthly Service Charge	0.00		
Ending Balance	104,741.69+		

Deposits To Your Account

Date	Amount	Date	Amount	Date	Amount
01-02	200,000.00	01-17	48,025.00	01-29	10,000.00
01-05	50,000.00	01-26	29,250.00	01-30	100,000.00

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
121 – 1305	01-11	200.00	1414	01-29	244.00	1441	01-22	50,000.00
105 – 1314*	01-09	4,000.00	1416	01-17	1,010.09	1442	01-18	687.50
1331*	01-08	5,000.00	129 – 1416	01-17	10,000.00	1443	01-05	15,000.00
125 – 1332	01-11	10,646.00	123 – 1417	01-22	20,000.00	1444	01-09	6,263.01
1334*	01-30	2,729.00	1418	01-19	200.00	1446	01-03	7,000.00
1335	01-31	4,822.50	1420*	01-30	2,100.00	124 – 1446	01-03	1,250.00
128 – 1409*	01-10	5,564.00	1432*	01-02	600.00	1447	01-05	2,250.00
127 – 1411*	01-11	2,475.00	1433	01-05	2,000.00	1448	01-05	50,000.00
1412	01-11	2,158.00	1439*	01-02	703.35	1449	01-18	7,762.27
1413	01-11	310.00	122 – 1440	01-05	2,900.00	126 – 1450	01-12	2,890.00

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

Other Debits From Your Account

Date	Description	Amount
01-05	Greenville First Loan Pymt 400821100	750.00
01-08	First Citizens Commercial Loan Paymnt 0000628463-0001065937	8,725.32
01-16	SC To ACH Trans Transfer ***3392	2,500.00
01-16	Vz Wireless Arc Arc 1410	308.31
01-22	First Citizens Commercial Loan Paymnt 0000628463-0001065937	8,725.32
01-29	# Wire Transfer Ref Number = 000008	100,000.00
01-29	Wire Transfer Fee	15.00
	Total	121,023.95

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

000226

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
01-02	207,952.01+	01-11	131,460.68+	01-22	76,402.18+
01-03	199,702.01+	01-12	128,570.68+	01-26	104,662.19+
01-05	176,802.01+	01-16	125,762.37+	01-29	14,393.19+
01-08	163,076.69+	01-17	162,777.28+	01-30	109,564.19+
01-09	152,813.68+	01-18	154,327.51+	01-31	104,741.69+
01-10	147,249.68+	01-19	154,127.51+		

First Citizens

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

08975
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

Statement Period: January 1, 2007 Thru January 31, 2007

Account Number: 160005769701

121 — Chk# 1305 — $200.00

105 — Chk# 1314 — $4,000.00

Chk# 1331 — $5,000.00

125 — Chk# 1332 — $10,646.00

Chk# 1334 — $2,729.00

Chk# 1335 — $4,822.50

128 — Chk# 1409 — $5,564.00

Chk# 1411 — $2,475.00

Chk# 1412 — $2,158.00

Chk# 1413 — $310.00

127

000228

First Citizens

PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

Account Number: 160005769701

Statement Period: January 1, 2007 Thru January 31, 2007

1414 — 1-12-07 — $244.00
Chk# 1414 $244.00

1415 — 1-12-07 — $1,010.09
Chk# 1415 $1,010.09

1416 — 1-15-07 — $10,000.00
Chk# 1416 $10,000.00

123

129

1417 — 1-17-07 — $20,000.00
Chk# 1417 $20,000.00

1418 — 1-9-07 — $200.00
Chk# 1418 $200.00

1420 — 1-25-07 — $2,100.00
Chk# 1420 $2,100.00

1432 — 12-16-06 — $600.00
Chk# 1432 $600.00

1433 — 12-16-06 — $2,000.00
Chk# 1433 $2,000.00

1439 — 12-27-06 — $703.35
nk# 1439 $703.35

122

1440 — 1-1-07 — $2,900.00
Chk# 1440 $2,900.00

000229

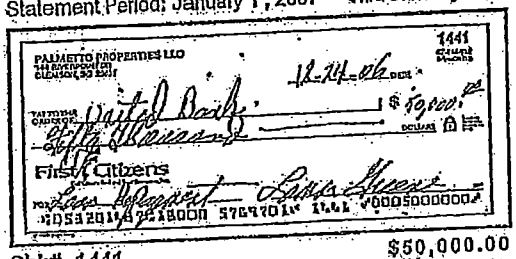
First Citizens

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

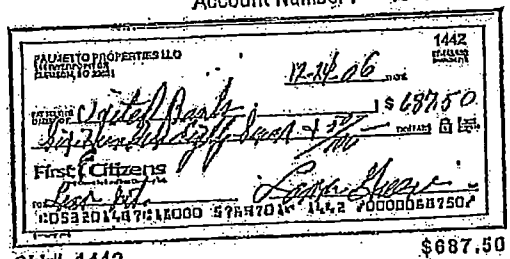
08975
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

Statement Period: January 1, 2007 Thru January 31, 2007

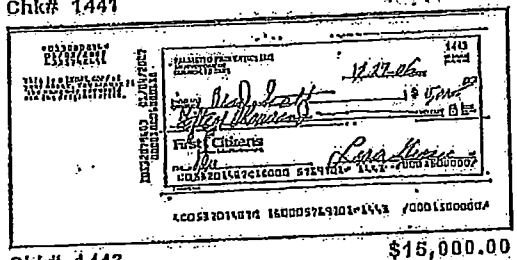
Account Number: 160005769701



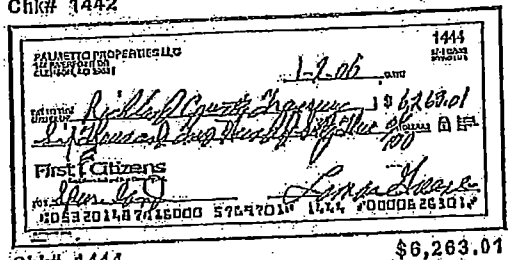
Chk# 1441 $50,000.00



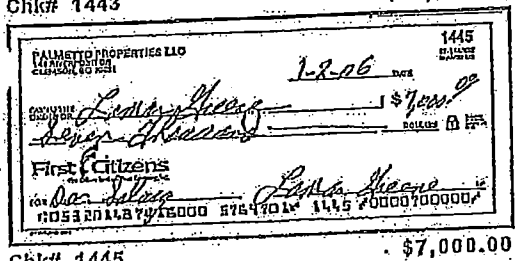
Chk# 1442 $687.50



Chk# 1443 $15,000.00

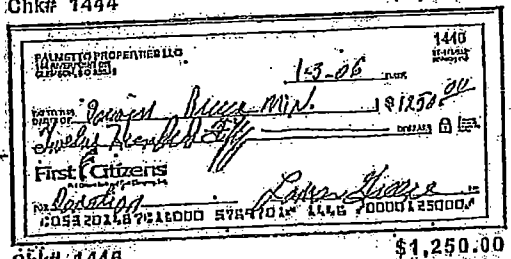


Chk# 1444 $6,263.01

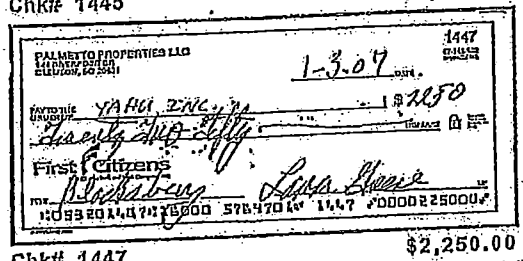


Chk# 1445 $7,000.00

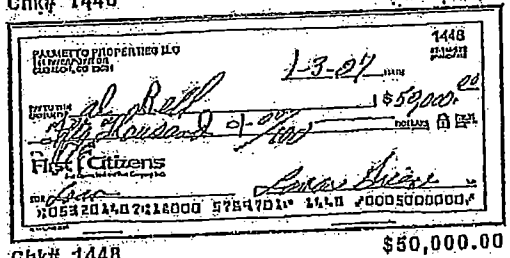
124



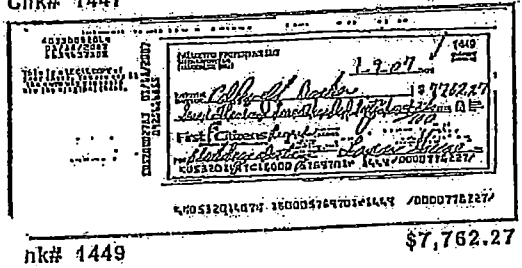
Chk# 1446 $1,250.00



Chk# 1447 $2,250.00

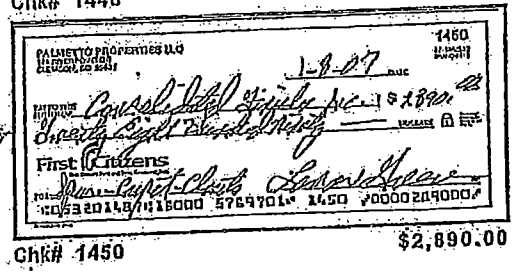


Chk# 1448 $50,000.00



nk# 1449 $7,762.27

126



Chk# 1450 $2,890.00

First Citizens

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

SC08

08850
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

IM
410

Your Account(s) At A Glance
Checking
Balance 39,591.39+

Statement Period: February 1, 2007 Thru February 28, 2007 Account Number: 160005769701

Business Checking I

Account Number: 160005769701

Enclosures In Statement: 0

Beginning Balance	104,741.69+	Statement Period Days	28
0 Deposits	0.00	Average Collected Balance	76,875.00+
0 Other Credits	0.00		
20 Checks	52,862.94-		
6 Other Debits	12,287.36-		
Monthly Service Charge	0.00		
Ending Balance	39,591.39+		

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
	02-09	1,500.00	1344	02-21	160.00	1455	02-23	4,000.00
	02-13	2,462.00	1346	02-28	160.00	1456	02-28	3,961.00
1336	02-05	2,450.00	1347*	02-28	175.00	1601*	02-09	630.20
1338*	02-23	5,000.00	1419*	02-02	500.00	1602	02-05	5,000.00
1341*	02-20	3,242.00	1452*	02-14	2,025.00	1603	02-07	450.00
1342	02-14	7,000.00	1453	02-21	5,358.00	1604	02-09	2,763.74
1343	02-20	3,606.00	1454	02-23	2,400.00			

131 — 130 —

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

Other Debits From Your Account

Date	Description	Amount
02-05	Greenville First Loan Pymt 400821100	750.00
02-07	Harland Checks Chk Orders *** *******9740	93.35
02-07	Harland Checks Chk Orders *** *******9740	20.35
02-15	SC To ACH Trans Transfer ***3392	2,500.00
02-16	Commercial Loans CI Tran **********9001	198.34
02-22	First Citizens Commercial Loan Paymnt 0000628463-0001065937	8,725.32
	Total	12,287.36

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
02-02	104,241.69+	02-14	79,077.05+	02-22	55,287.39+
02-05	96,041.69+	02-15	76,677.05+	02-23	43,887.39+
02-07	95,477.99+	02-16	76,378.71+	02-28	39,591.39+
02-09	90,564.05+	02-20	69,530.71+		
02-13	88,102.05+	02-21	64,012.71+		

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

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

08850
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

Statement Period: February 1, 2007 Thru February 28, 2007

Account Number: 160005769701

PALMETTO PROPERTIES LLC 1337 — 1-31-07 — Rock Hill Grille — $1,500.00 — First Citizens — Lisa Greene — 053201487016000 5769701 1337 0000150000

Chk# $1,500.00

PALMETTO PROPERTIES LLC 1338 — 1-31-07 — Mike Horizon — $2,450.00 — First Citizens — Lisa Greene — 053201487016000 5769701 1338 0000245000

Chk# 1336 $2,450.00

PALMETTO PROPERTIES LLC 1341 — 2-14-07 — $3,242.00 — First Citizens — Lisa Greene — 053201487016000 5769701 1341 0000324200

Chk# 1341 $3,242.00

PALMETTO PROPERTIES LLC 1343 — 2-14-07 — Lisa Greene — $3,606.00 — First Citizens — Lisa Greene — 053201487016000 5769701 1343 0000360600

Chk# 1343 $3,606.00

PALMETTO PROPERTIES LLC 1345 — 3-2-07 — $160.00 — First Citizens — Lisa Greene — 053201487016000 5769701 1345

Chk# 1345 $160.00

PALMETTO PROPERTIES LLC 1340 — 2-9-07 — $2,462.00 — First Citizens — Lisa Greene — 053201487016000 5769701 1340 0000246200

Chk# $2,462.00

PALMETTO PROPERTIES LLC 1338 — 2/9/07 — $5000 — First Citizens — Lisa Greene — 053201487016000 5769701 1338 0000500000

Chk# 1338 $5,000.00

PALMETTO PROPERTIES LLC 1342 — 2-14-07 — Lisa Greene — $7,000.00 — First Citizens — Lisa Greene — 053201487016000 5769701 1342 0000700000

Chk# 1342 $7,000.00

PALMETTO PROPERTIES LLC 1344 — 2-13-07 — $160.00 — First Citizens — Lisa Greene — 053201487016000 5769701 1344

Chk# 1344 $160.00

PALMETTO PROPERTIES LLC 1347 — 2-20-07 — $175.00 — First Citizens — Lisa Greene — 053201487016000 5769701 1347 0000017500

Chk# 1347 $175.00

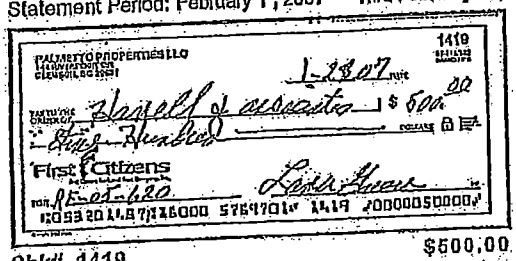
C00232

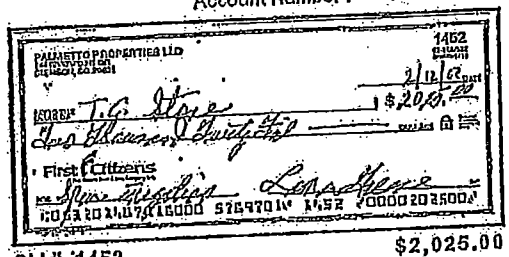
First Citizens

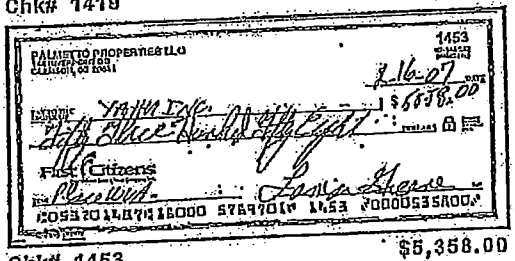
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

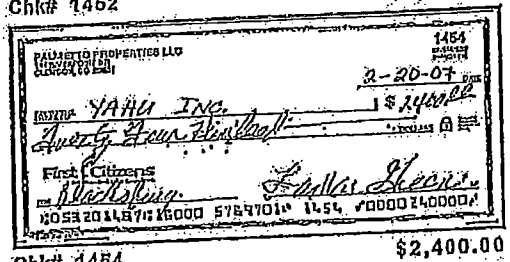
Statement Period: February 1, 2007 Thru February 28, 2007

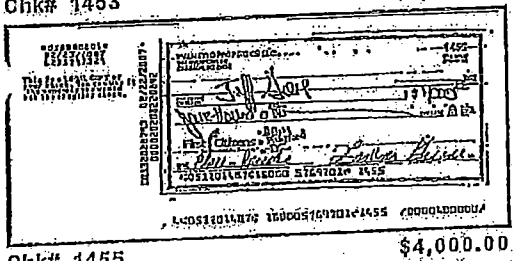
Account Number: 160005769701

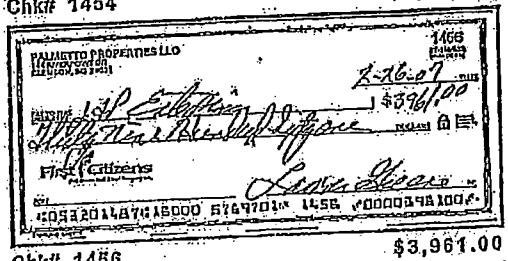

Chk# 1419 $500.00

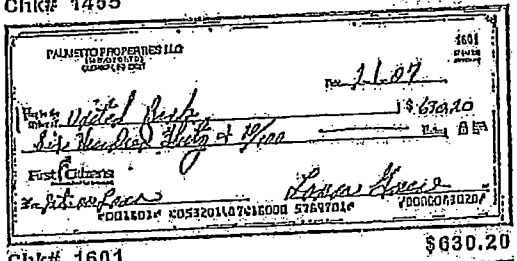

Chk# 1452 $2,025.00

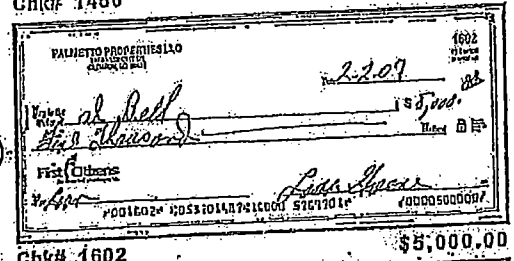

Chk# 1453 $5,358.00

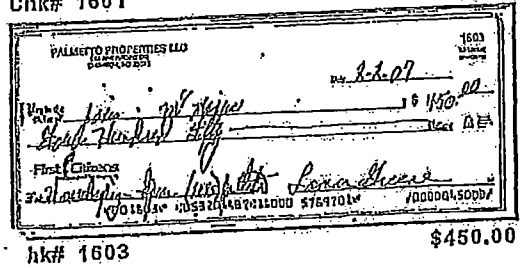

Chk# 1454 $2,400.00

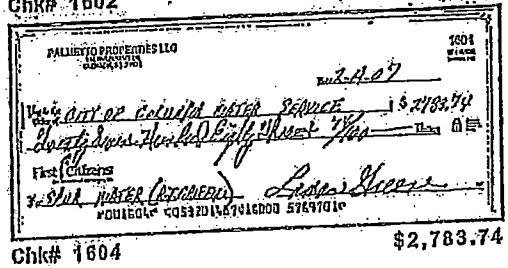

Chk# 1455 $4,000.00


Chk# 1456 $3,961.00


Chk# 1601 $630.20


Chk# 1602 $5,000.00


Chk# 1603 $450.00


Chk# 1604 $2,783.74

130

First Citizens

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

SC08

09166
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

IM
410

Your Account(s) At A Glance
Checking
Balances as of 03-26 $12,009.

Statement Period: March 1, 2007 Thru March 31, 2007 Account Number: 160005769701

Business Checking I

Account Number: 160005769701

Enclosures In Statement: 0

Beginning Balance	39,591.39+	Statement Period Days	31
3 Deposits	197,607.51+	Average Collected Balance	49,778.00+
0 Other Credits	0.00		
17 Checks	68,615.66-		
5 Other Debits	12,311.15-		
Monthly Service Charge	0.00		
Ending Balance	156,272.09+		

Deposits To Your Account

Date	Amount	Date	Amount	Date	Amount
03-09	50,000.00	03-28	48,679.13	03-30	98,928.38

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
133 — 1457	03-01	5,000.00	1463	03-21	4,500.00	1607	03-07	2,000.00
1458	03-09	200.00	1464	03-26	2,630.00	1608	03-15	7,200.15
1459	03-23	4,762.00	135 — 1465	03-27	500.00	1611*	03-29	13,788.51
1460	03-08	2,500.00	1501*	03-29	10,000.00	1613*	03-28	2,500.00
1461	03-14	2,600.00	1605*	03-12	375.00	136 — 1614	03-30	5,000.00
1462	03-21	3,560.00	1606	03-08	1,500.00			

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

Other Debits From Your Account

Date	Description	Amount
03-05	Greenville First Loan Pymt 400821100	750.00
03-12	# Telephone Transfer	15.00
03-15	SC To ACH Trans Transfer ***3392	2,500.00
03-16	Commercial Loans CI Tran **********9001	320.83
03-22	First Citizens Commercial Loan Paymnt 0000628463-0001065937	8,725.32
	Total	12,311.15

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

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
03-01	34,591.39+	03-14	74,651.39+	03-26	40,463.09+
03-05	33,841.39+	03-15	64,961.24+	03-27	39,953.09+
03-07	31,841.39+	03-16	64,630.41+	03-28	86,132.22+
03-08	27,841.39+	03-21	56,570.41+	03-29	62,343.71+
03-09	77,641.39+	03-22	47,845.09+	03-30	156,272.09+
03-12	77,251.39+	03-23	43,083.09+		

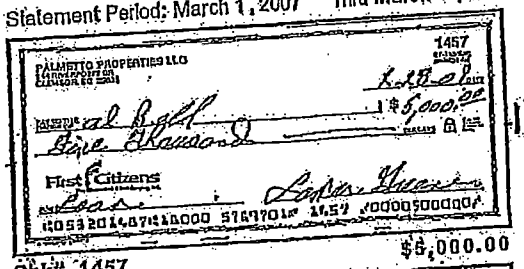
First Citizens

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

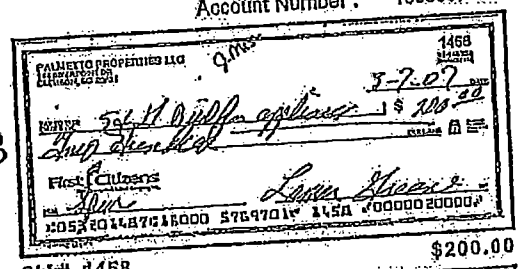
09100
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

Account Number: 160005769701

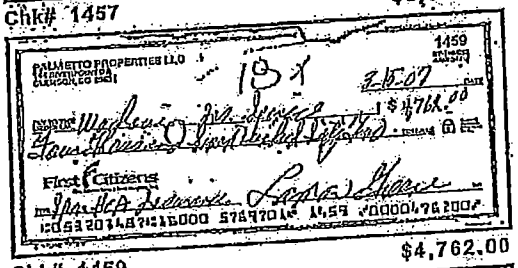
Statement Period: March 1, 2007 Thru March 31, 2007



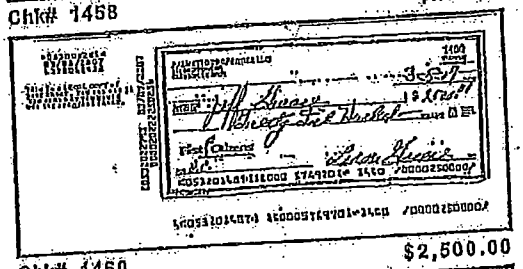
Chk# 1457 $5,000.00



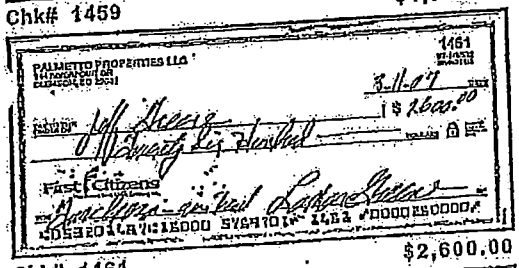
Chk# 1458 $200.00



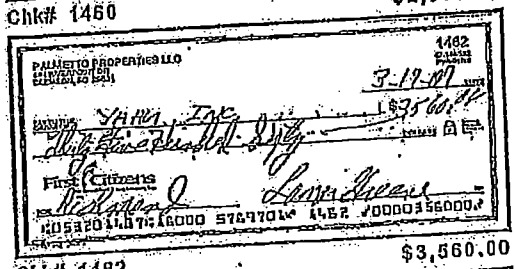
Chk# 1459 $4,762.00



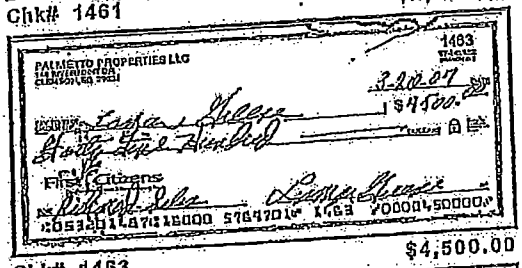
Chk# 1460 $2,500.00



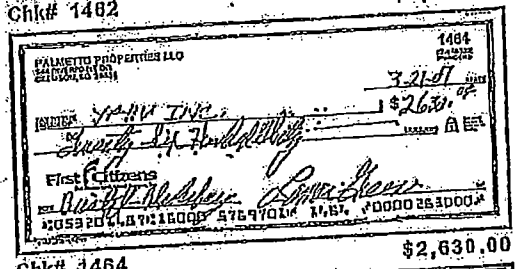
Chk# 1461 $2,600.00



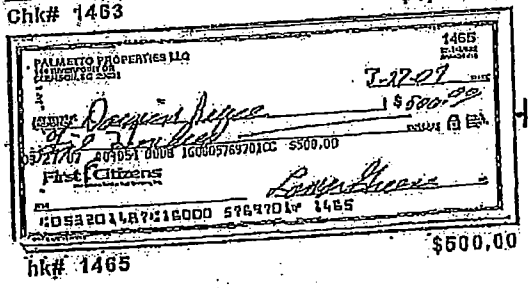
Chk# 1462 $3,560.00



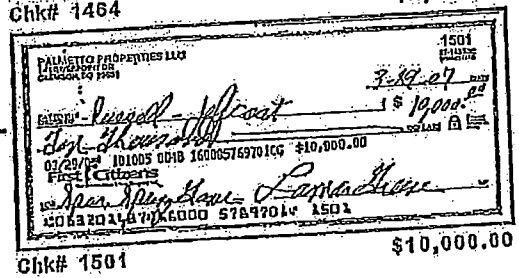
Chk# 1463 $4,500.00



Chk# 1464 $2,630.00



Chk# 1465 $500.00



Chk# 1501 $10,000.00

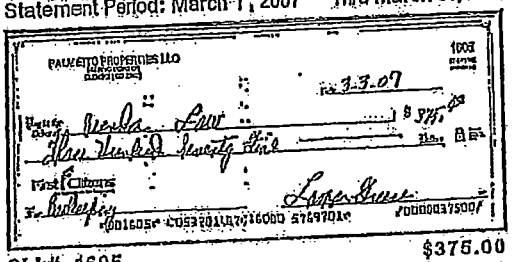
C00236

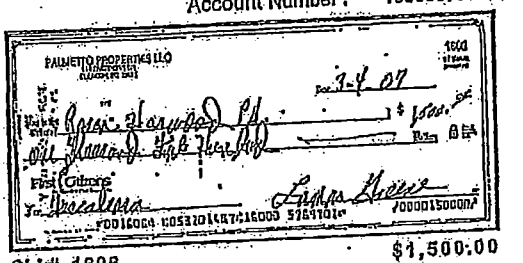
First Citizens

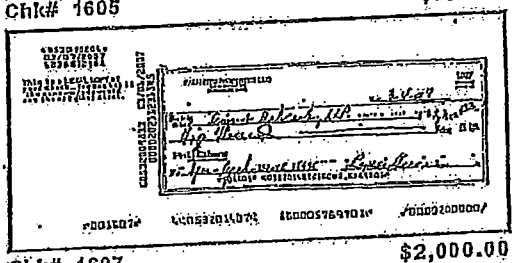
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

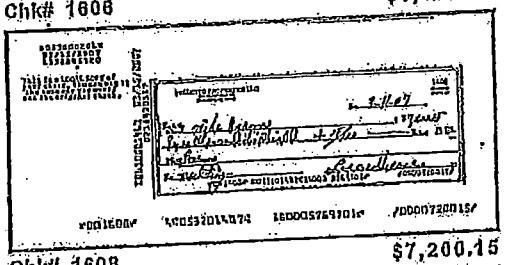
Account Number: 160005769701

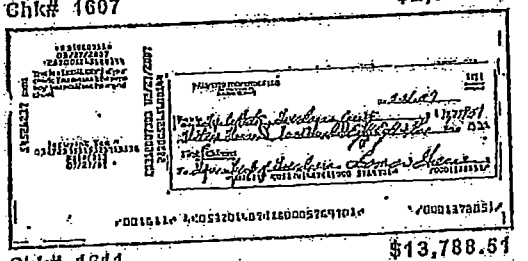
Statement Period: March 1, 2007 Thru March 31, 2007

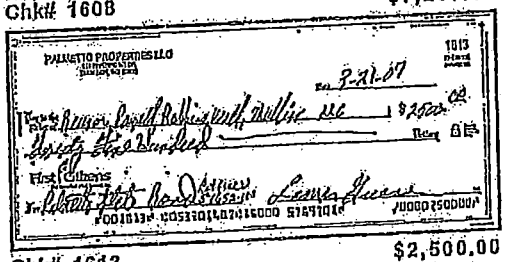

Chk# 1605 $375.00

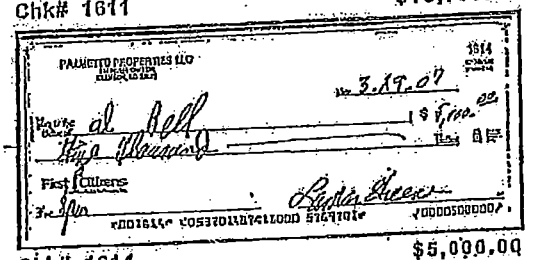

Chk# 1606 $1,500.00

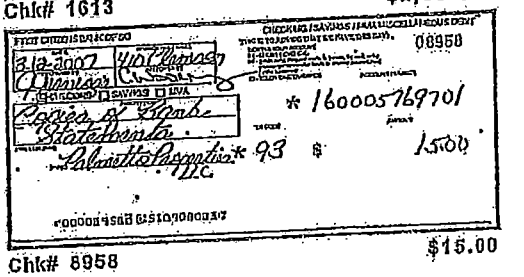

Chk# 1607 $2,000.00


Chk# 1608 $7,200.15


Chk# 1611 $13,788.51


Chk# 1613 $2,500.00


Chk# 1614 $5,000.00


Chk# 8958 $15.00

136

000237

First Citizens

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

SC08

09117
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

IM
410

Your Accounts At A Glance
Checking 1 [illegible]
Balance [illegible]

Account Number: 160005769701

Statement Period: April 1, 2007 Thru April 30, 2007

Enclosures In Statement: 0

Business Checking I

Account Number: 160005769701

Beginning Balance	156,272.09+	Statement Period Days	30
3 Deposits	258,000.00+	Average Collected Balance	180,377.00+
0 Other Credits	0.00		
23 Checks	158,235.07-		
5 Other Debits	3,745.51-		
Monthly Service Charge	0.00		
Ending Balance	252,291.51+		

Deposits To Your Account

Date	Amount	Date	Amount	Date	Amount
04-05	125,000.00	04-25	33,000.00	04-26	100,000.00

Checks Paid From Your Account

137 —

Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
1348	04-26	300.00	1473	04-20	20,000.00	1612*	04-10	160.00
1350*	04-25	450.00	1474	04-25	559.00	1616*	04-09	4,000.00
1352*	04-27	5,000.00	1475	04-27	5,000.00	1617	04-03	5,000.00
1353	04-27	5,000.00	1502*	04-12	2,250.00	1618	04-04	300.00
1466*	04-02	1,240.00	1504*	04-16	3,250.00	1619	04-12	32,550.00
1467	04-02	5,277.00	1505	04-24	3,250.00	1620	04-12	5,000.00
1468	04-02	659.07	1506	04-30	4,000.00	1621	04-12	2,000.00
1472*	04-11	33,000.00	1609*	04-04	20,000.00			

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

Other Debits From Your Account

Date	Description	Amount
04-05	Greenville First Loan Pymt 400821100	750.00
04-16	SC To ACH Trans Transfer ***3392	2,500.00
04-17	Commercial Loans CI Tran **********9001	355.21
04-18	Harland Checks Chk Orders *** *******1390	70.15
04-25	Harland Checks Chk Orders *** *******7940	70.15
	Total	3,745.51

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

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
04-02	149,096.02+	04-11	210,896.02+	04-24	139,670.66+
04-03	144,096.02+	04-12	169,096.02+	04-25	171,591.51+
04-04	123,796.02+	04-16	163,346.02+	04-26	271,291.51+
04-05	248,046.02+	04-17	162,990.81+	04-27	266,291.51+
04-09	244,046.02+	04-18	162,920.66+	04-30	262,291.51+
04-10	243,896.02+	04-20	142,920.66+		

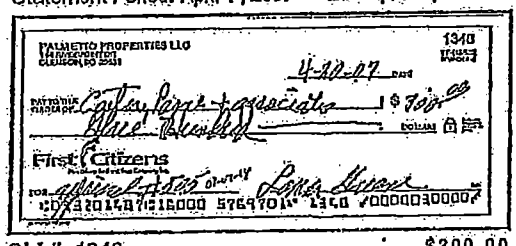
First Citizens

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

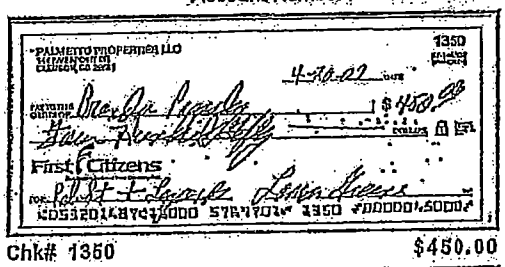
09117
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

Statement Period: April 1, 2007 Thru April 30, 2007

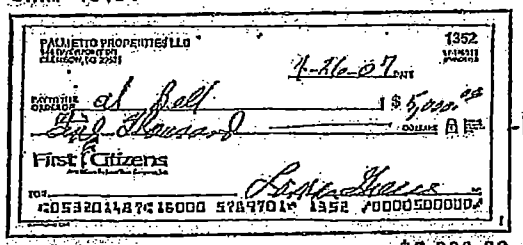
Account Number: 160005769701



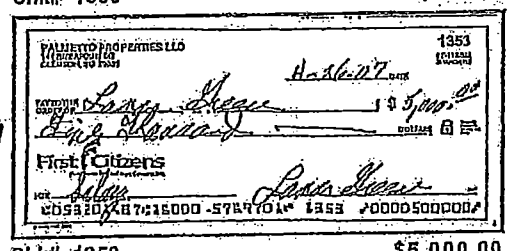
Chk# 1348 $300.00



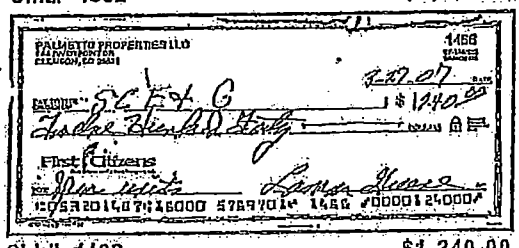
Chk# 1350 $450.00



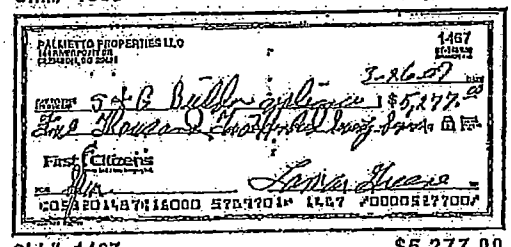
Chk# 1352 $5,000.00



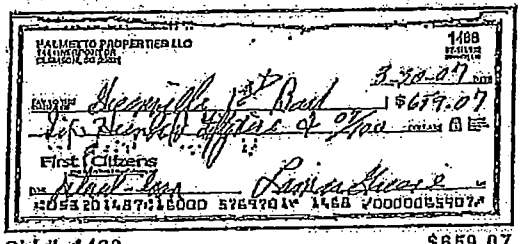
Chk# 1353 $5,000.00



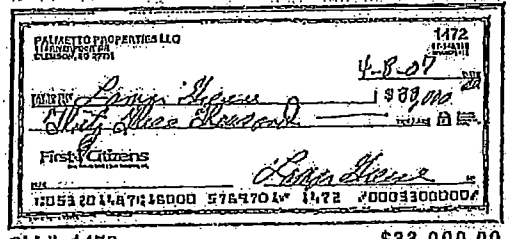
Chk# 1466 $1,240.00



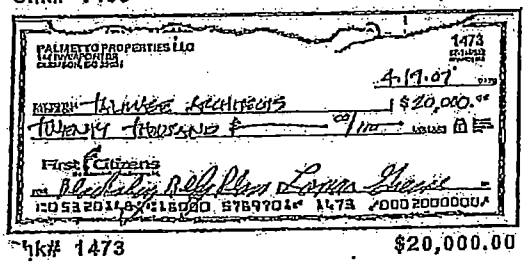
Chk# 1467 $5,277.00



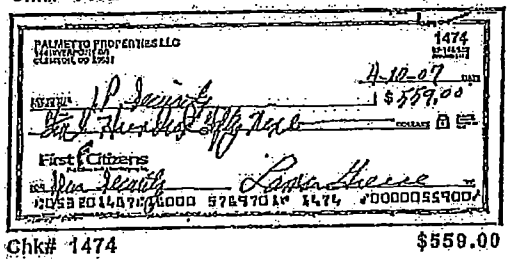
Chk# 1468 $659.07



Chk# 1472 $33,000.00



Chk# 1473 $20,000.00



Chk# 1474 $559.00

137

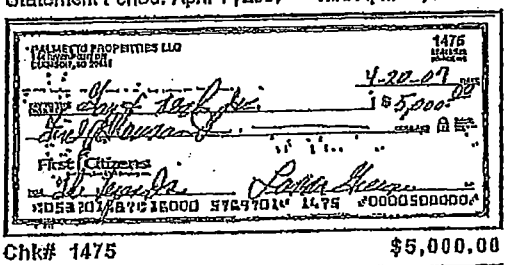
000240

First Citizens

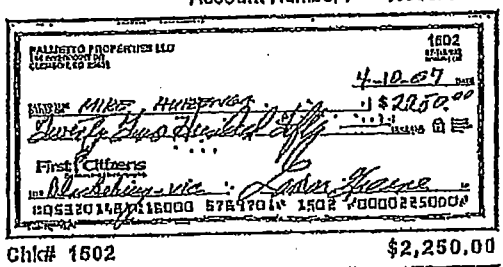
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

Statement Period: April 1 , 2007 Thru April 30, 2007

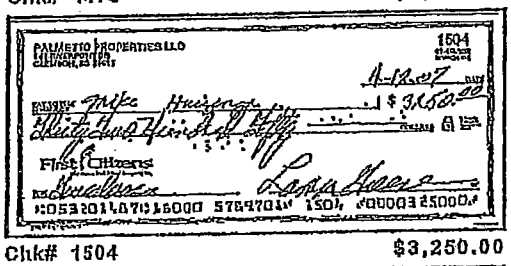
Account Number: 160005769701



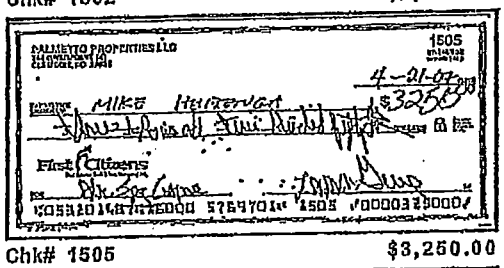
Chk# 1475 $5,000.00



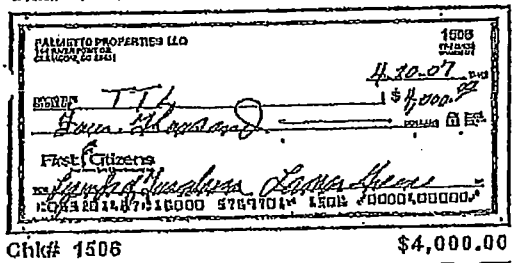
Chk# 1502 $2,250.00



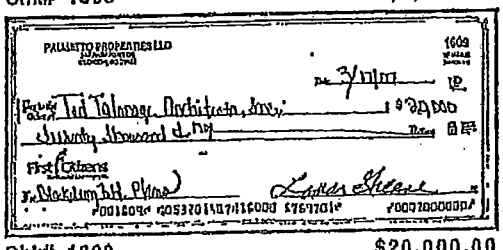
Chk# 1504 $3,250.00



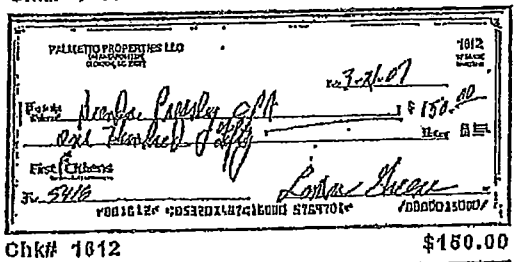
Chk# 1505 $3,250.00



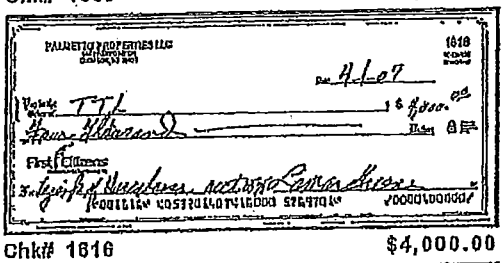
Chk# 1506 $4,000.00



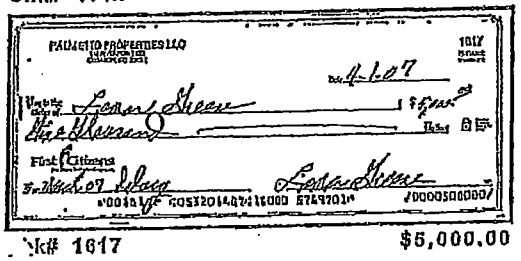
Chk# 1609 $20,000.00



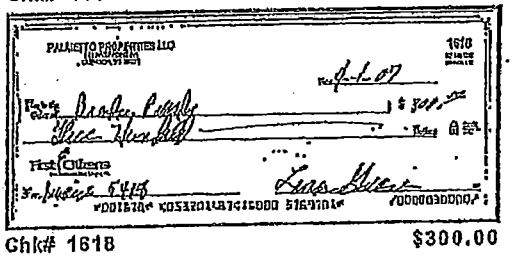
Chk# 1612 $150.00



Chk# 1616 $4,000.00



Chk# 1617 $5,000.00



Chk# 1618 $300.00

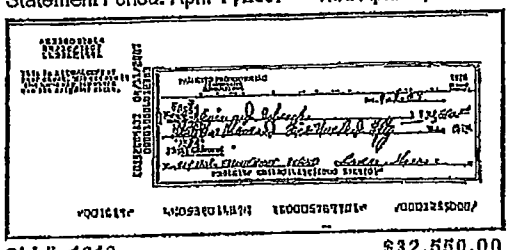
First Citizens

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

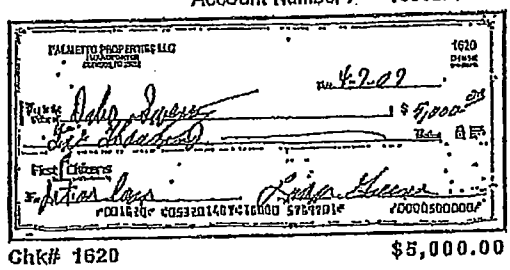
09117
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

Statement Period: April 1, 2007 Thru April 30, 2007

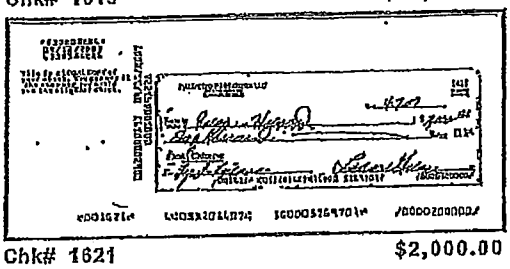
Account Number: 160005769701



Chk# 1619 $32,550.00



Chk# 1620 $5,000.00



Chk# 1621 $2,000.00

First Citizens

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

SC08

09250
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

IM
410

Your Account(s) At A Glance
Checking Balance 137,890.92+

Statement Period: May 1, 2007 Thru May 31, 2007

Account Number: 160005769701

Business Checking I

Account Number: 160005769701

Enclosures In Statement: 0

Beginning Balance	252,291.51+	Statement Period Days	31
2 Deposits	50,000.00+	Average Collected Balance	230,065.00+
1 Other Credits	160,000.00+		
35 Checks	297,264.86-		
9 Other Debits	17,135.73-		
Monthly Service Charge	0.00		
Ending Balance	137,890.92+		

Deposits To Your Account

Date	Amount	Date	Amount
05-11	47,500.00	05-30	2,500.00

Other Credits To Your Account

Date	Description	Amount
05-04	Wire Transfer Ref Number = 002841	160,000.00
	Total	160,000.00

Checks Paid From Your Account

Check No.	Date	Amount
1236	05-07	5,000.00
1349*	05-02	3,263.43
1351*	05-10	210.00
1354*	05-03	6,000.00
1355	05-08	5,000.00
1356	05-08	14,432.71
1357	05-08	2,375.00
1358	05-09	120,000.00
1359	05-10	160.00
139 — 1470*	05-01	10,000.00
143 — 1476*	05-18	5,500.00
1477	05-24	4,762.00
1478	05-25	9,156.60
1507*	05-10	5,000.00
1508	05-16	5,000.00
1509	05-15	6,000.00
1510	05-17	500.00
1512*	05-21	175.00
1513	05-29	160.00
141 — 1521*	05-14	10,000.00
142 — 1527*	05-21	3,000.00
1529*	05-22	35,000.00
1530	05-23	4,775.00
138 — 1531	05-24	3,918.31
1534*	05-24	500.00
145 — 1535	05-31	5,000.00
1536	05-30	2,500.00
1622*	05-02	5,000.00
1623	05-04	2,500.00
1625*	05-02	2,700.00
1626	05-17	4,000.00
1627	05-24	4,644.36
1629*	05-24	5,282.45
144 — 1631*	05-30	3,750.00
1632	05-31	2,000.00

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

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

Other Debits From Your Account

Date	Description	Amount
05-02	Harland Checks Chk Orders *** *******6480	70.15
05-02	Harland Checks Chk Orders *** *******6480	70.15
05-04	Wire Transfer Fee	12.00
05-07	Greenville First Loan Pymt 400821100	750.00
05-15	SC To ACH Trans Transfer ***3392	2,500.00
05-16	Commercial Loans CI Tran **********8001	343.75
05-17	# Miscellaneous Debit	5,969.68
05-31	# Wire Transfer Ref Number = 000003	7,405.00
05-31	Wire Transfer Fee	15.00
	Total	17,135.73

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
05-01	242,291.51+	05-11	267,248.07+	05-23	184,484.64+
05-02	231,187.78+	05-14	267,248.07+	05-24	165,377.52+
05-03	225,187.78+	05-15	248,748.07+	05-25	156,220.92+
05-04	372,675.78+	05-16	243,404.32+	05-29	156,060.92+
05-07	366,925.78+	05-17	232,934.64+	05-30	152,310.92+
05-08	345,118.07+	05-18	227,434.64+	05-31	137,890.92+
05-09	225,118.07+	05-21	224,259.64+		
05-10	219,748.07+	05-22	189,259.64+		

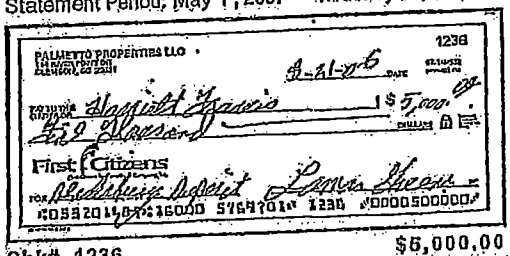
First Citizens

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

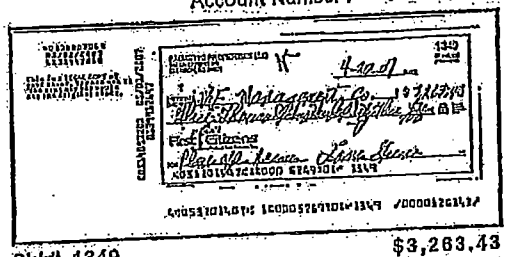
09250
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

Account Number: 16000576970 1

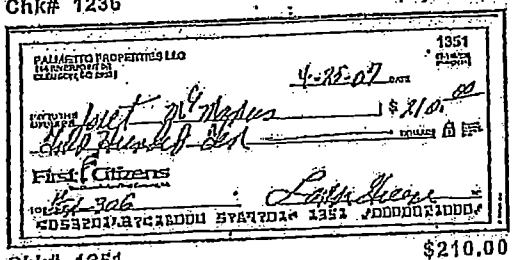
Statement Period: May 1, 2007 Thru May 31, 2007



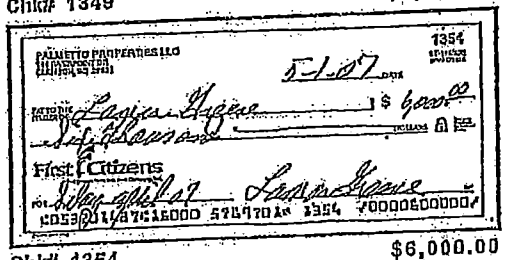
Chk# 1236 $5,000.00



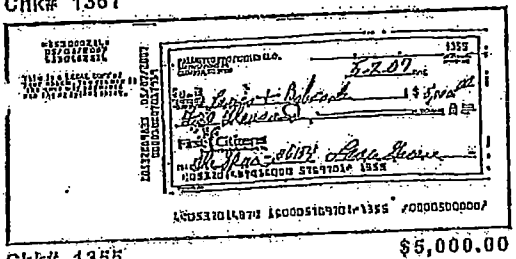
Chk# 1349 $3,263.43



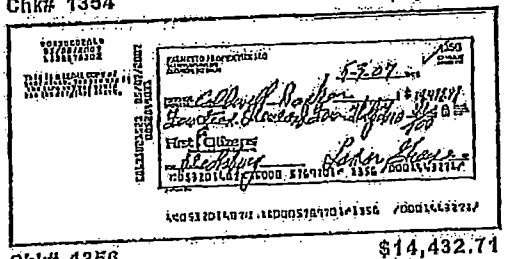
Chk# 1351 $210.00



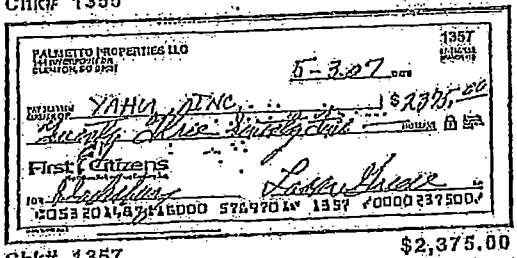
Chk# 1354 $6,000.00



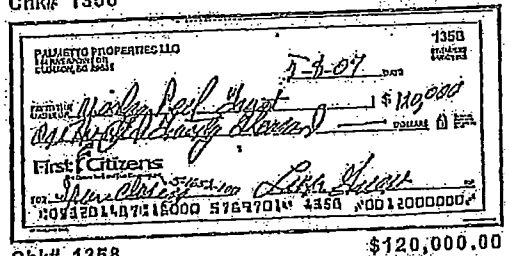
Chk# 1355 $5,000.00



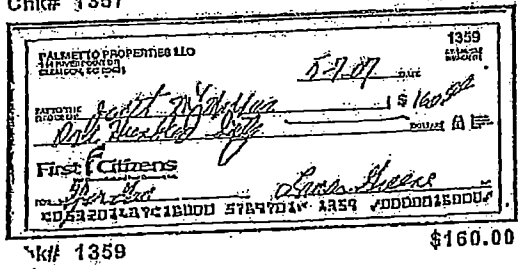
Chk# 1356 $14,432.71



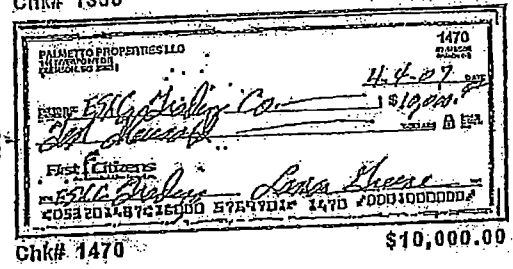
Chk# 1357 $2,375.00



Chk# 1358 $120,000.00



Chk# 1359 $160.00



Chk# 1470 $10,000.00

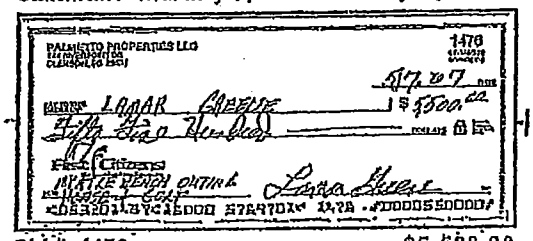
C00245

First Citizens

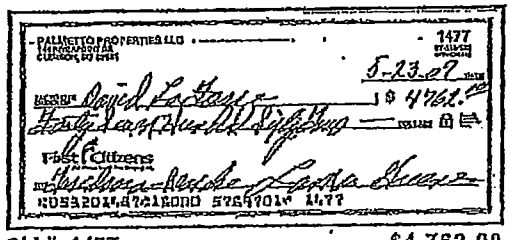
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

Statement Period: May 1, 2007 Thru May 31, 2007

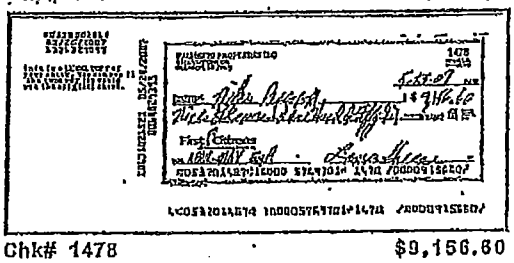
Account Number: 160005769701



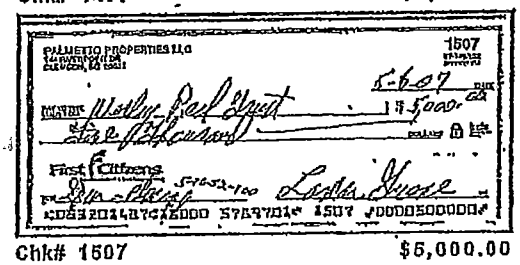
Chk# 1476 $5,500.00



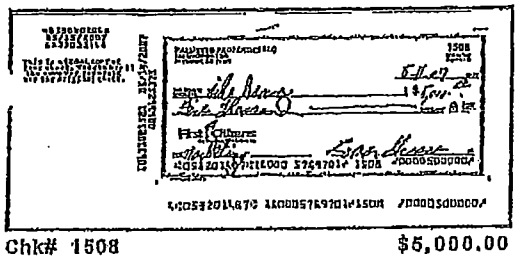
Chk# 1477 $4,762.00



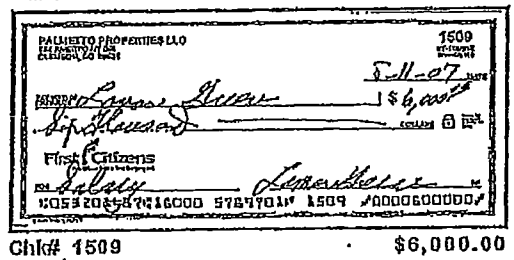
Chk# 1478 $9,156.60



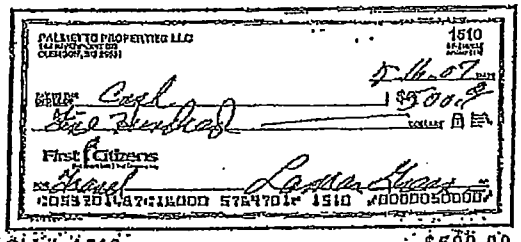
Chk# 1507 $5,000.00



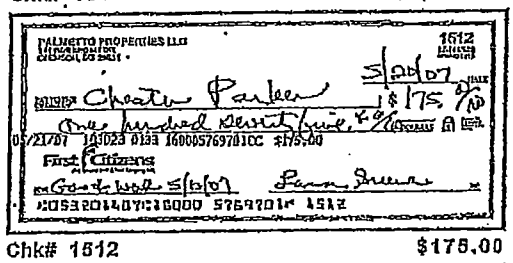
Chk# 1508 $5,000.00



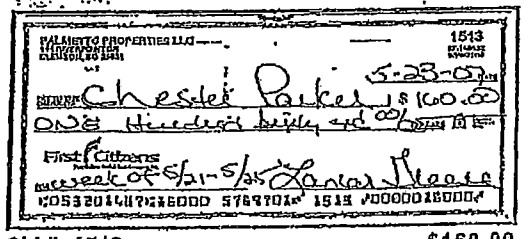
Chk# 1509 $6,000.00



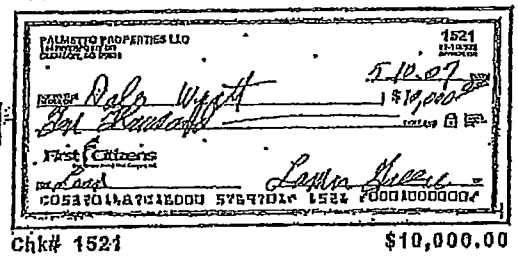
Chk# 1510 $500.00



Chk# 1512 $175.00



Chk# 1513 $160.00



Chk# 1521 $10,000.00

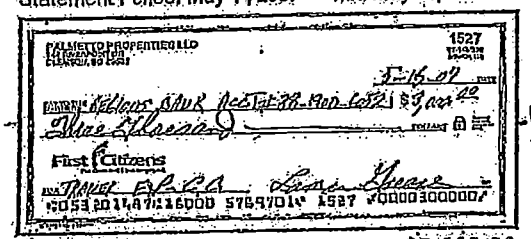
First Citizens

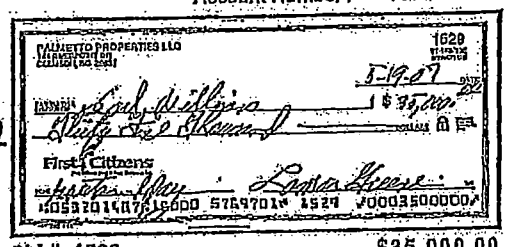
1230 Main Street
PO Box 29
Columbia, SC 29202-0029

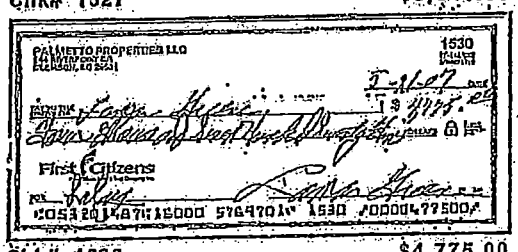
09250
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

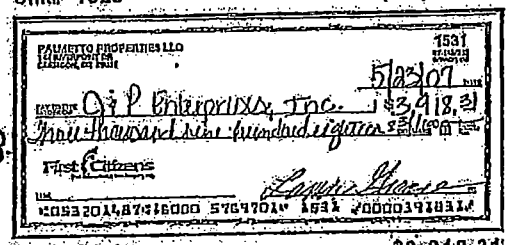
Statement Period: May 1, 2007 Thru May 31, 2007

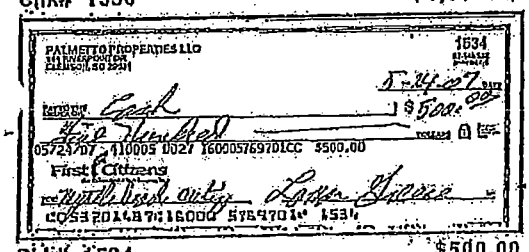
Account Number: 160005769701

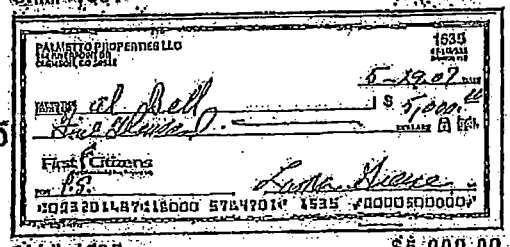

Chk# 1527 $3,000.00

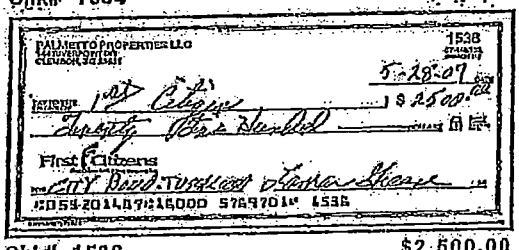

Chk# 1529 $35,000.00

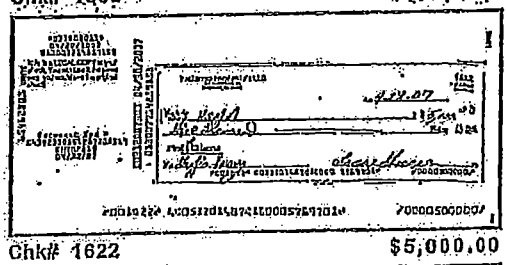

Chk# 1530 $4,775.00

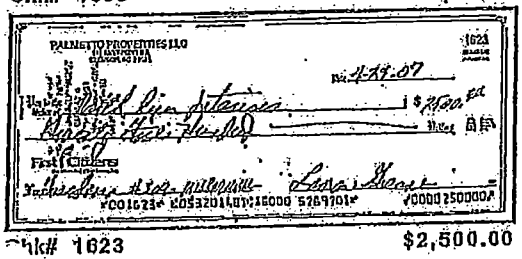

Chk# 1531 $3,918.31

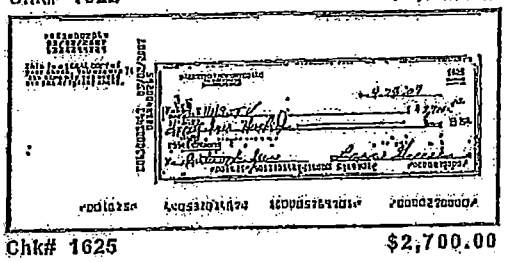

Chk# 1534 $500.00


Chk# 1535 $5,000.00


Chk# 1536 $2,500.00


Chk# 1622 $5,000.00


Chk# 1623 $2,500.00

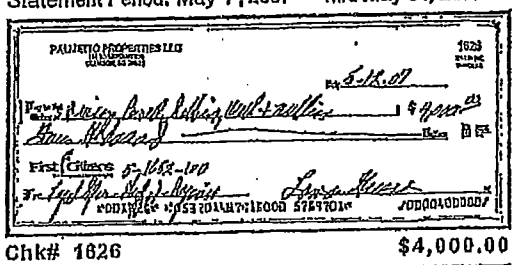

Chk# 1625 $2,700.00

First Citizens

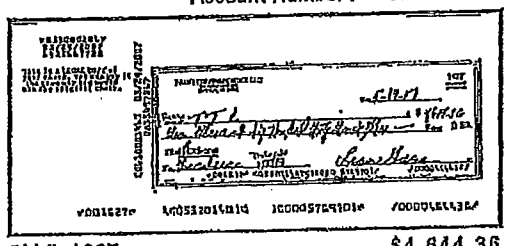
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

Statement Period: May 1, 2007 Thru May 31, 2007

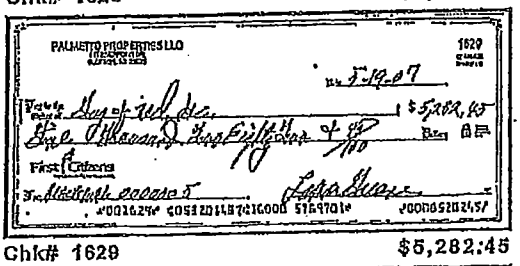
Account Number: 160005769701



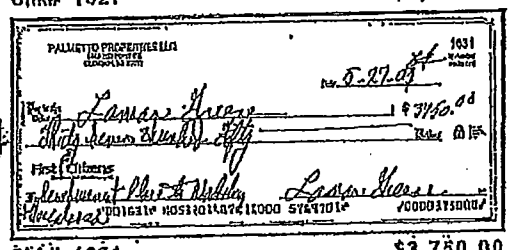
Chk# 1626 $4,000.00



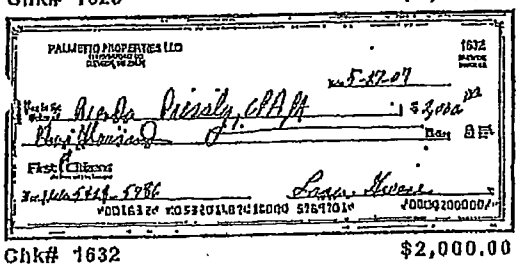
Chk# 1627 $4,644.36



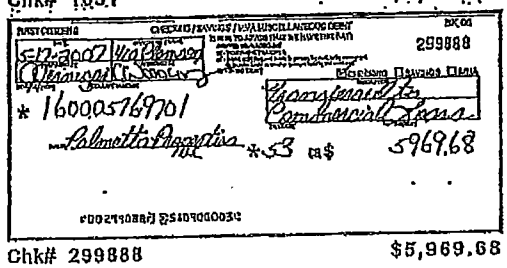
Chk# 1629 $5,282.45



Chk# 1631 $3,750.00



Chk# 1632 $2,000.00



Chk# 299888 $5,969.68

First Citizens

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

SC08

09106
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

IM
410

Your Account(s) At A Glance
Checking
Balance 29,379.02

Statement Period: June 1, 2007 Thru June 30, 2007 Account Number: 160005769701

Business Checking I

Account Number: 160005769701

Enclosures In Statement: 0

Beginning Balance	137,690.92+	Statement Period Days	30
0 Deposits	0.00	Average Collected Balance	80,354.00+
0 Other Credits	0.00		
33 Checks	97,437.01-		
4 Other Debits	11,074.89-		
Monthly Service Charge	0.00		
Ending Balance	29,379.02+		

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
1479	06-13	2,500.00	151 — 1641	06-12	2,700.00	1637	06-15	2,462.02
1480	06-28	651.83	152 — 1642	06-12	4,000.00	1638	06-07	1,600.00
1481	06-05	2,900.00	153 — 1643	06-14	500.00	1640*	06-08	1,349.05
1482	06-04	4,753.00	1644	06-27	5,000.00	1641	06-11	2,900.00
147 — 1483	06-11	2,000.00	155 — 1646*	06-28	3,985.00	154 — 1642	06-29	2,571.93
148 — 1484	06-21	3,280.06	156 — 1648*	06-29	5,000.00	158 — 1643	06-28	3,000.00
1511*	06-06	160.00	1624*	06-29	300.00	1644	06-25	4,000.00
1514*	06-01	170.00	1633*	06-04	5,000.00	1645	06-20	450.00
1538*	06-08	5,000.00	1634	06-04	4,000.00	1646	06-22	2,268.00
1539	06-22	1,100.00	1635	06-12	10,000.00	1647	06-28	5,000.00
150 — 1540	06-11	1,370.00	149 — 1636	06-05	5,000.00	1649*	06-28	2,678.12

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

Other Debits From Your Account

Date	Description	Amount
06-04	# Miscellaneous Debit	5,989.68
06-05	Greenville First Loan Pymt 400821100	750.00
06-15	SC To ACH Trans Transfer ***3392	4,000.00
06-18	Commercial Loans CI Tran **********9001	355.21
	Total	11,074.89

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

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
06-01	137,720.92+	06-12	78,369.19+	06-22	61,463.90+
06-04	117,998.24+	06-13	75,869.19+	06-25	57,463.90+
06-05	109,348.24+	06-14	75,369.19+	06-27	52,463.90+
06-06	109,188.24+	06-15	68,907.17+	06-28	37,250.95+
06-07	107,688.24+	06-18	68,651.96+	06-29	29,379.02+
06-08	101,339.19+	06-20	68,101.96+		
06-11	95,069.19+	06-21	64,821.90+		

Amendments to sections of the RULES AND REGULATIONS for Checking Accounts, Savings Accounts, and Money Market Accounts Disclosure, effective June 22, 2007.

Printed below is a portion of the WITHDRAWALS section of the Disclosure, with added information indicated in bold *type for easy recognition. Please be advised that the posting order of certain items has changed.*

4. WITHDRAWALS.
You may make withdrawals by written authorization, by use of electronic terminals, or other electronic means approved by us or by such other means as we may agree. We may pay items drawn on your account in any order we determine, **including paying certain categories** of items (for example, electronic debits) prior to processing other items (for example, deposits), even if paying a particular item results in an insufficient balance in your account to pay one or more other items that otherwise could have been paid out of your account. If there is not enough money in your account to cover a withdrawal from your account, we will either return the item unpaid or pay it and overdraw your account. If we return the item unpaid, you agree to pay an insufficient funds fee. If we pay the item and overdraw your account, you agree to pay an overdraft item fee and the daily overdrawn account fee. The fact that we elect to pay an overdraft item in one or more instances does not obligate us to cover any future overdraft items.

****

Funds Availability Policy
Printed below is our Funds Availability Policy with changes indicated in bold *type for easy recognition. Regulation CC requires we send consumer notification when changes are made to this Policy. Please be advised that in addition to making a couple of simple verbiage changes, we have amended our actual Policy to reflect the Bank's new practice of providing up to a specified amount of immediate credit on certain check deposits made by certain customers.*

If you have any questions regarding this notification, please contact your local First Citizens office or our customer contact center at 1.888.612.444.

ABILITY TO WITHDRAW FUNDS

1. GENERAL POLICY
Our policy is to make funds from your deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits and funds from deposits of cash and wire transfers will be available on the day we receive the deposit. Also, we make up to $1,000 (for consumer customers) or $1,500 (for business customers that are not in our commercial analysis program) from a day's total check deposits available on the day of deposit, if the deposit is made to an account that has been open for more than 30 days and the deposit is made through one of our tellers. Once the funds are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit to a teller in one of our branches on a business day before the close of business at that branch (generally 5:00 p.m.; 6:00 p.m. on Fridays at certain branches), we will consider that day to be the day of your deposit. If you make a deposit at one of our branches after the close of business at that branch or anytime on a non-business day, we will consider that the deposit was made on the next business day that we are open. Please note that because we balance ATMs anytime between the hours of 12:00 noon and 2:00 p.m., a deposit made through an ATM may be dated and credited one business day later than if you had made the deposit in the lobby or at a drive-in window. If you make a transfer deposit through Online Banking or Telephone Banking before 4:00 p.m. on a business day, we will consider that day to be the day of your deposit.

2. LONGER DELAYS MAY APPLY
In some cases, we will not make all the funds that you deposit by check available to you on the first business day after the day of your deposit and some funds availability that is initially provided on the day of deposit may be reversed or withdrawn. Depending on the type of check that you deposit, funds may not be available until the fifth business day after the day of your deposit. However, the first $100 of your deposits may be available on the first business day after the day of your deposit.

If we are not going to make all of the funds from your deposit available on the first business day after the day of your deposit, we will notify you at the time you make your deposit. We will tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the business day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:
- We have reason to believe a check you deposit will not be paid.
- You re-deposit a check that has been returned unpaid.
- You deposit checks totaling more than $5,000 on any one day.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the eleventh business day after the day of your deposit.

3. SPECIAL RULES FOR NEW ACCOUNTS
If you are a new customer, the following special rules may apply during the first 30 days your account is open. Electronic direct deposits and funds from deposits of cash and wire transfers will be available on the day we receive the deposit. The first $5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the first business day after the day of your deposit, if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over $5,000 will be available on the ninth business day after the day of your deposit.

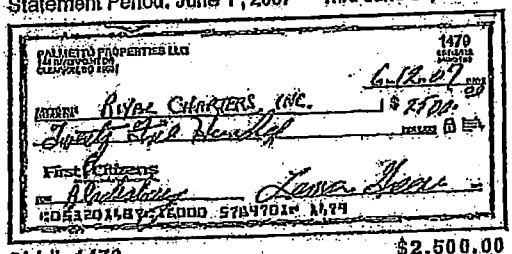
First Citizens

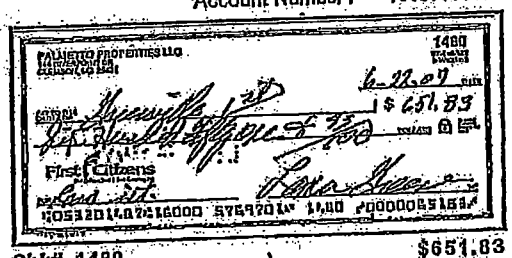
1230 Main Street
PO Box 29
Columbia, SC 29202-0029

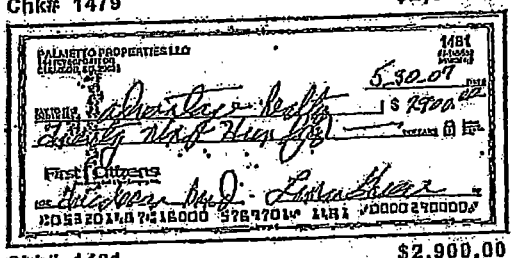
09106
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

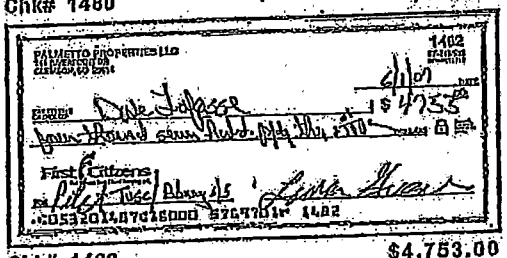
Statement Period: June 1, 2007 Thru June 30, 2007

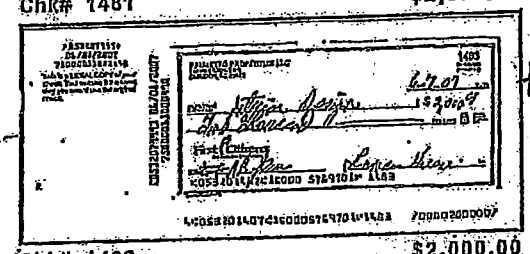
Account Number: 160005769701


Chk# 1479 $2,500.00

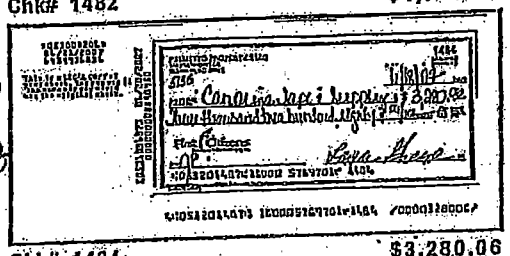

Chk# 1480 $651.83

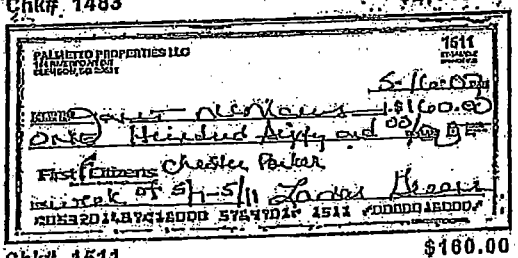

Chk# 1481 $2,900.00

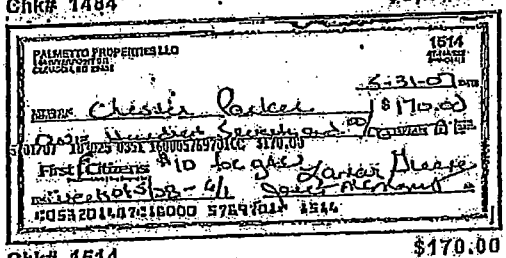

Chk# 1482 $4,753.00

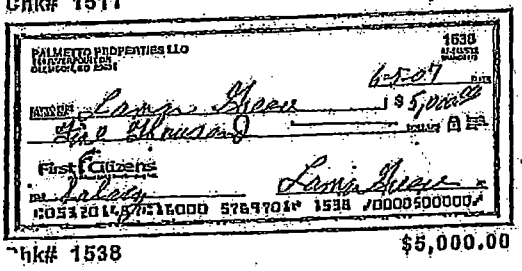

Chk# 1483 $2,000.00

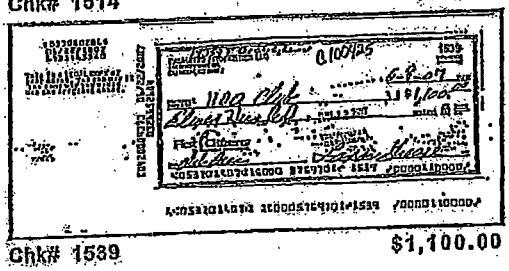
147
148


Chk# 1484 $3,280.06


Chk# 1511 $160.00


Chk# 1514 $170.00


Chk# 1538 $5,000.00


Chk# 1539 $1,100.00

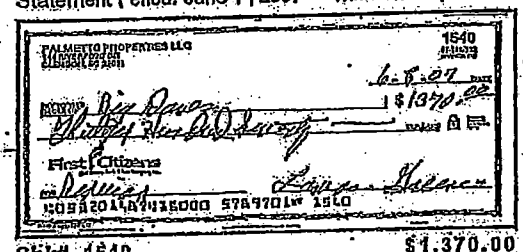
C00251

First Citizens

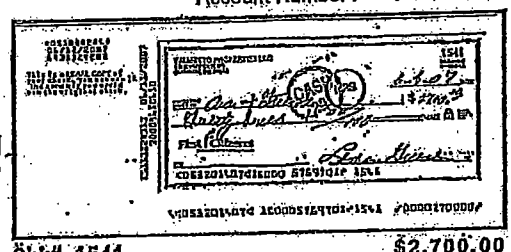
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

Statement Period: June 1, 2007 Thru June 30, 2007

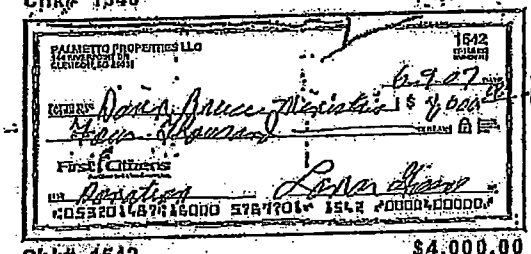
Account Number: 160005769701


Chk# 1540 $1,370.00

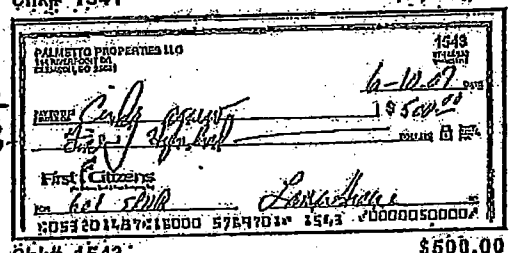
150


Chk# 1541 $2,700.00

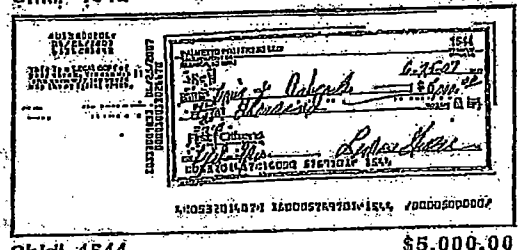
151

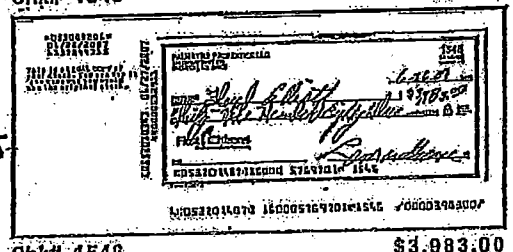

Chk# 1542 $4,000.00

152

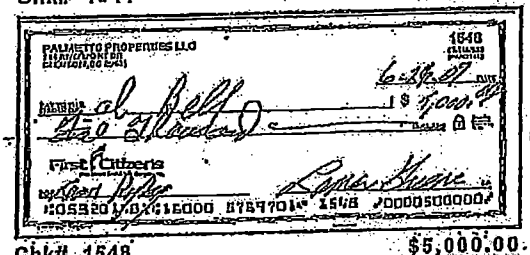

Chk# 1543 $500.00

153

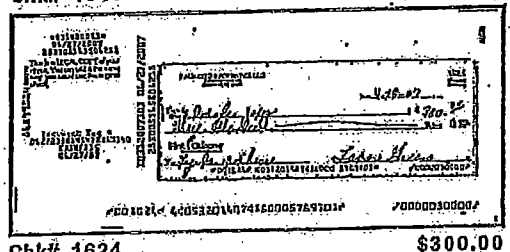

Chk# 1544 $5,000.00

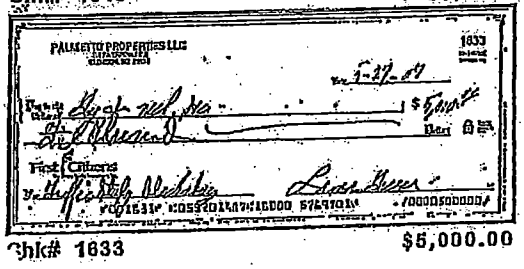

Chk# 1546 $3,983.00

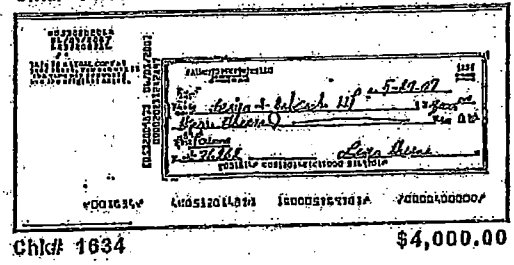
155


Chk# 1548 $5,000.00

156


Chk# 1624 $300.00


Chk# 1633 $5,000.00


Chk# 1634 $4,000.00

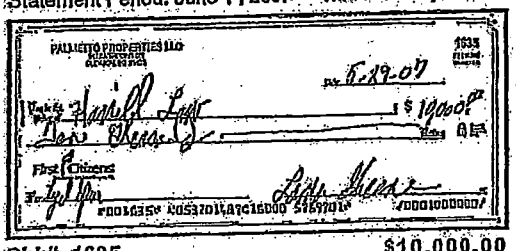
First Citizens

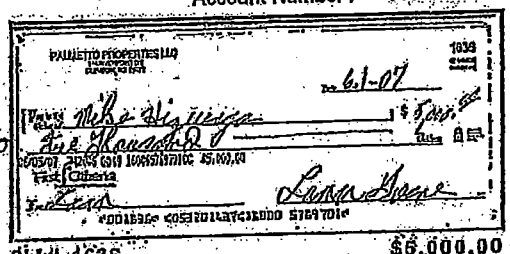
1230 Main Street
PO Box 29
Columbia, SC 29202-0029

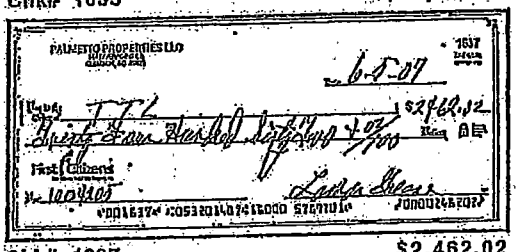
09109
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

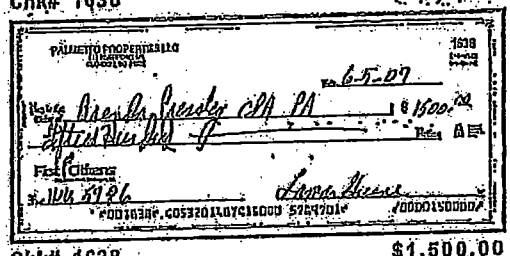
Statement Period: June 1, 2007 Thru June 30, 2007

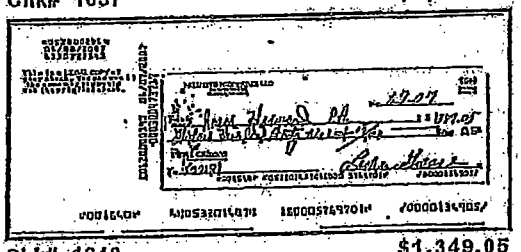
Account Number: 160005769701

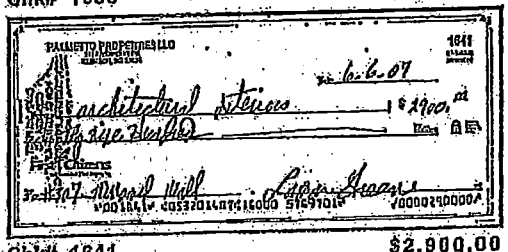

Chk# 1635 $10,000.00

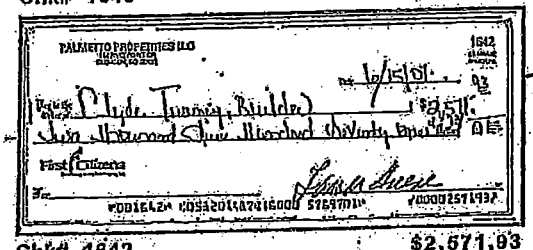

Chk# 1636 $6,000.00

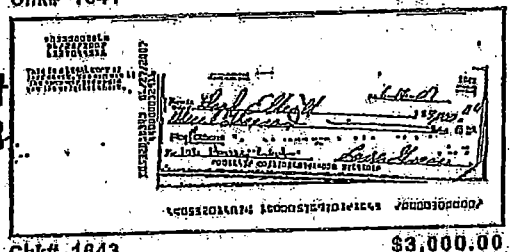

Chk# 1637 $2,462.02

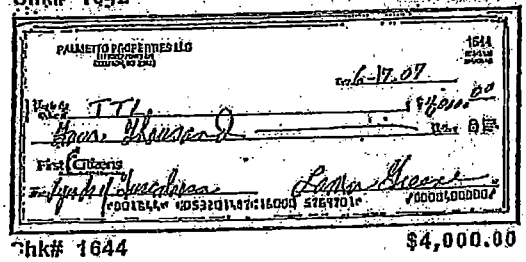

Chk# 1638 $1,500.00

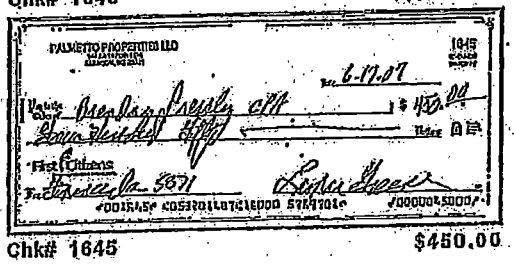

Chk# 1640 $1,349.05


Chk# 1641 $2,900.00


Chk# 1642 $2,571.93


Chk# 1643 $3,000.00


Chk# 1644 $4,000.00

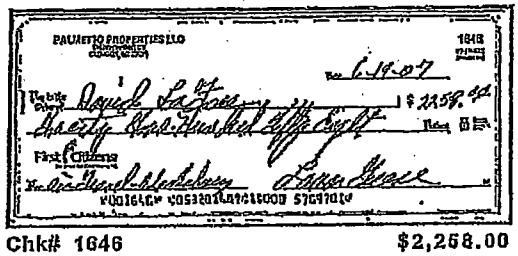

Chk# 1645 $450.00

First Citizens

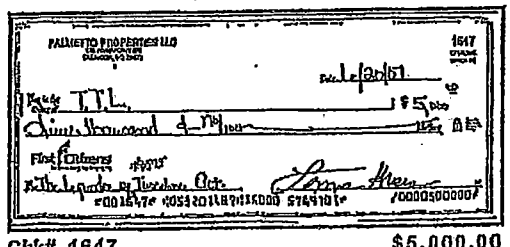
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

Statement Period: June 1, 2007 Thru June 30, 2007

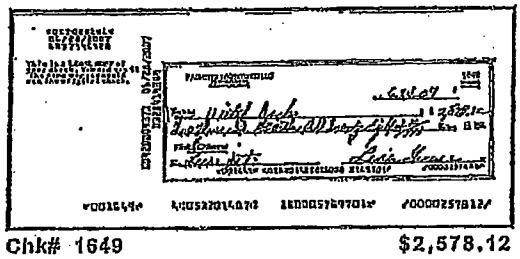
Account Number: 1600057697 01



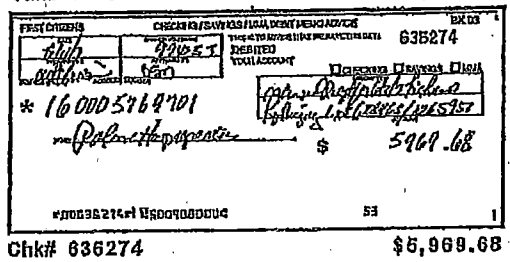
Chk# 1646 $2,258.00



Chk# 1647 $5,000.00



Chk# 1649 $2,578.12



Chk# 636274 $5,969.68

First Citizens

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

SC08

09153
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

IM
410.

Your Account(s) At A Glance
Checking
Balance 1,899.37

Statement Period: July 1, 2007 Thru July 31, 2007 Account Number: 160005769701

Business Checking I

Account Number: 160005769701

Enclosures In Statement: 0

Beginning Balance	29,379.02+	Statement Period Days	31
5 Deposits	18,502.50+	Average Collected Balance	2,743.00+
0 Other Credits	0.00		
12 Checks	32,669.26-		
22 Other Debits	13,112.89-		
Monthly Service Charge	0.00		
Ending Balance	1,899.37+		

Deposits To Your Account

Date	Amount	Date	Amount	Date	Amount
07-11	5,000.00	07-23	5,000.00	07-31	2,502.50
07-17	2,500.00	07-24	3,500.00		

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
	07-17	3,060.00	1628*	07-13	4,000.00	1652*	07-25	2,800.00
1486	07-12	2,690.59	1639*	07-13	723.92	1653	07-02	5,000.00
1645*	07-02	2,276.00	1648*	07-11	1,100.00	1654	07-09	5,000.00
1647*	07-03	3,000.00	1650*	07-02	1,718.75	1656*	07-18	1,500.00

157 — 160 — 159

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

Other Debits From Your Account

Date	Description	Amount
07-02	First Citizens Commercial Loan Paymnt 0000628463-0001065937	5,969.68
07-05	Greenville First Loan Pymt 400821100	1,500.00
07-16	SC To ACH Trans Transfer ***3392	4,000.00
07-16	Overdraft Item Fee	64.00
07-16	Overdrawn Account Fee	5.00
07-17	Overdraft Item Fee from 071607	32.00
07-17	Overdrawn Account Fee	5.00
07-18	Overdraft Item Fee from 071707	32.00
07-18	Commercial Loans Cl Tran **********9001	343.75
07-18	Overdrawn Account Fee	5.00
07-19	Overdrawn Account Fee	5.00
07-20	Overdrawn Account Fee	5.00
07-23	Vz Wireless Arc Arc 1515	32.46
07-23	Overdraft Item Fee	32.00
07-23	Overdrawn Account Fee	15.00

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

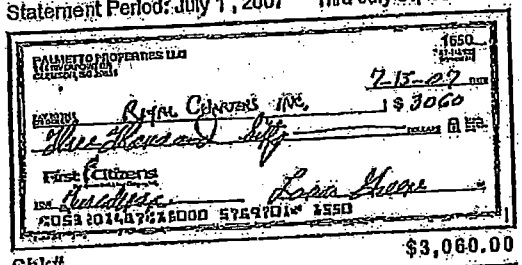
First Citizens

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

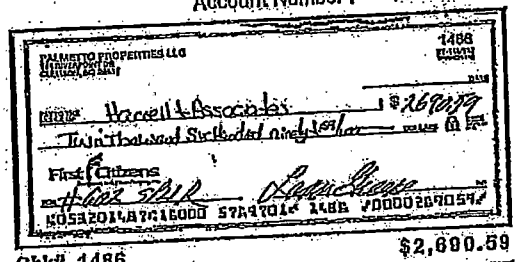
09153
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

Account Number: 160006769701

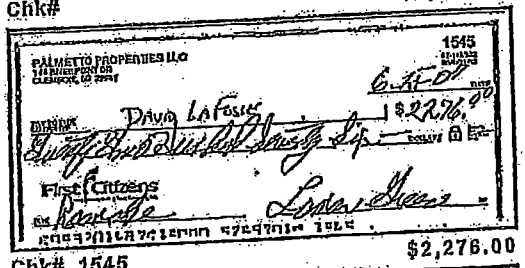
Statement Period: July 1, 2007 Thru July 31, 2007



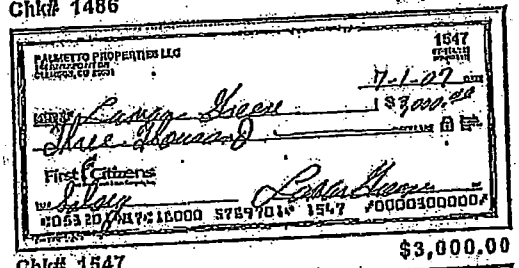
Chk# $3,060.00



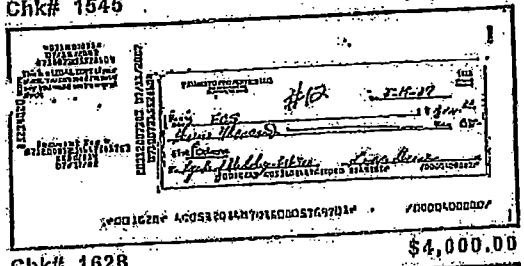
Chk# 1486 $2,690.59



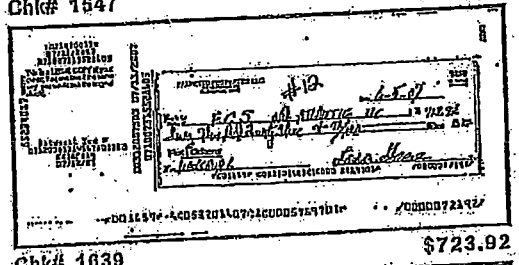
Chk# 1545 $2,276.00



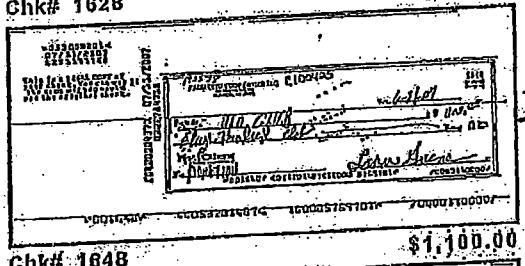
Chk# 1547 $3,000.00



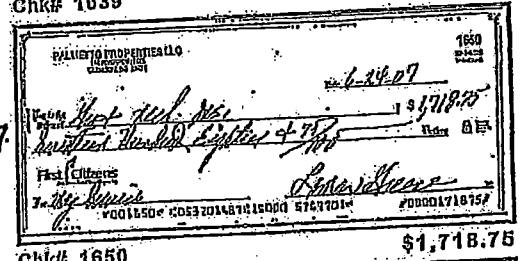
Chk# 1628 $4,000.00



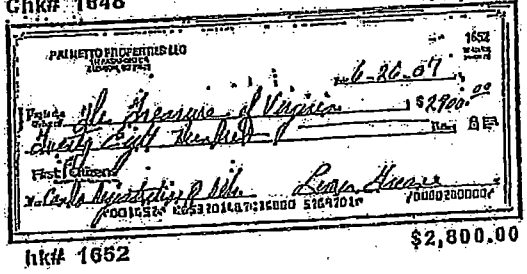
Chk# 1639 $723.92



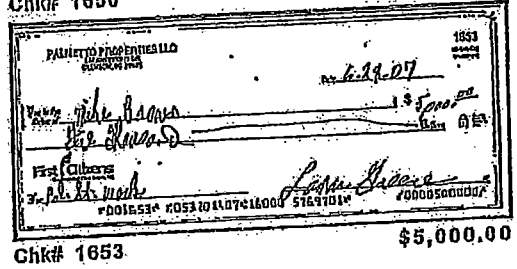
Chk# 1648 $1,100.00



Chk# 1650 $1,718.75



hk# 1652 $2,800.00



Chk# 1653 $5,000.00

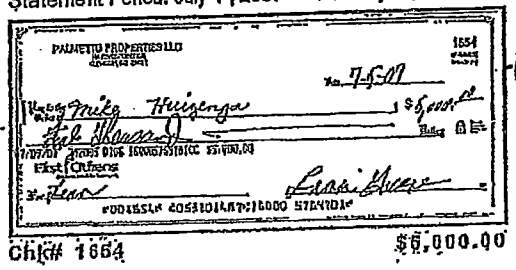
C00256

First Citizens

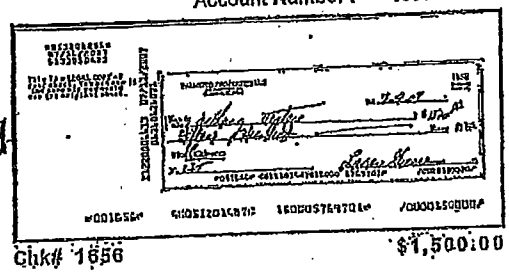
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

Statement Period: July 1 , 2007 Thru July 31, 2007

Account Number: 160005769701



Chk# 1664 $6,000.00



Chk# 1656 $1,500.00

First Citizens

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

SC08

09230
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

IM
410

Your Account(s) At A Glance
Checking
Balance

Statement Period: August 1, 2007 Thru August 31, 2007 Account Number: 160005769701

Business Checking I

Account Number: 160005769701

Enclosures In Statement: 0

Beginning Balance	1,899.37+	Statement Period Days	31
5 Deposits	1,207,796.41+	Average Collected Balance	283,176.00+
1 Other Credits	983,739.00+		
35 Checks	793,508.34-		
14 Other Debits	1,042,367.83-		
Monthly Service Charge	0.00		
Ending Balance	357,558.61+		

Deposits To Your Account

Date	Amount	Date	Amount	Date	Amount
08-01	36,000.00	08-03	100,000.00	08-22	1,058,796.41
08-01	3,000.00	08-10	10,000.00		

Other Credits To Your Account

Date	Description	Amount
08-27	Wire Transfer Ref Number = 000138	983,739.00
	Total	983,739.00

Checks Paid From Your Account

Check No.	Date	Amount
170 – 1361	08-14	500.00
167 – 1363*	08-16	500.00
171 – 1364	08-22	10,000.00
1485*	08-09	13,800.00
1487*	08-09	1,200.00
1488	08-08	4,000.00
1500*	08-06	5,000.00
1657*	08-07	5,000.00
– 1658	08-08	4,000.00
1659	08-08	200.00
1661*	08-09	2,077.08
1662	08-14	3,902.29
1663	08-08	5,000.00
1664	08-09	2,997.46
1665	08-08	7,050.00
162 – 1666	08-07	14,450.00
163 – 1667	08-10	5,000.00
164 – 1668	08-10	11,000.00
166 – 1669	08-14	70.29
1670	08-14	600.00
165 – 1671	08-15	54.81
169 – 1672	08-22	70.47
1673	08-30	50,103.12
1674	08-30	126,718.75
168 – 1675	08-21	82.35
1676	08-27	120,000.00
1677	08-27	50,000.00
1678	08-27	50,000.00
1679	08-24	79,609.47
1680	08-28	50,000.00
1681	08-31	1,951.25
1682	08-31	3,000.00
1683	08-29	150,000.00
1684	08-30	13,665.00
1687*	08-31	2,000.00

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

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

000253

First Citizens

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

09230
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

Statement Period: August 1, 2007 Thru August 31, 2007

Account Number: 160005769701

170

Chk# 1361 $500.00

Chk# 1363 $500.00

171

Chk# 1364 $10,000.00

Chk# 1485 $13,800.00

Chk# 1487 $1,200.00

Chk# 1488 $4,000.00

161

Chk# 1500 $5,000.00

Chk# 1657 $5,000.00

Chk# 1658 $4,000.00

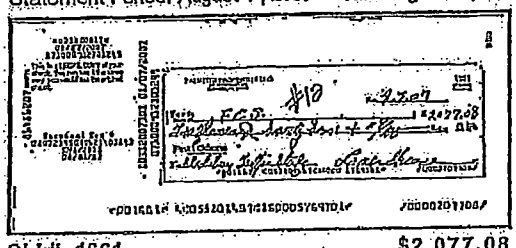
Chk# 1659 $200.00

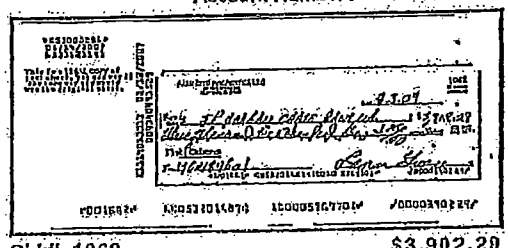
First Citizens

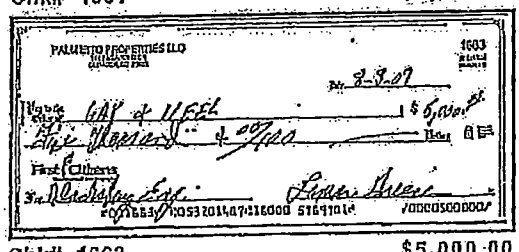
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

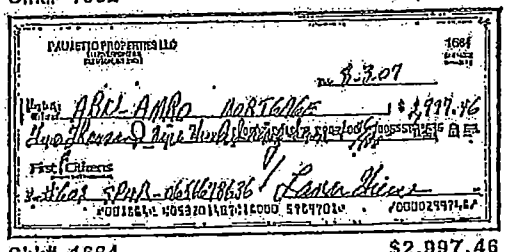
Statement Period: August 1 , 2007 Thru August 31, 2007

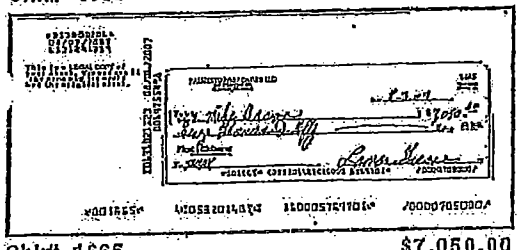
Account Number: 160006769701


Chk# 1661 $2,077.08

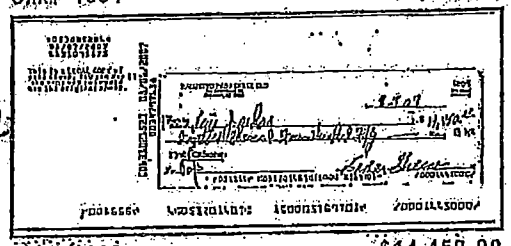

Chk# 1662 $3,902.29


Chk# 1663 $5,000.00

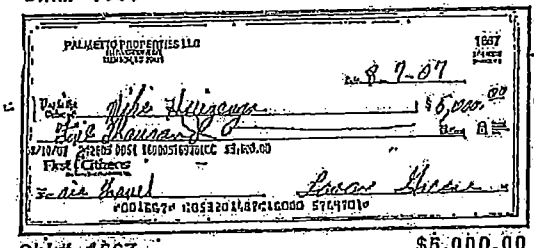

Chk# 1664 $2,997.46


Chk# 1665 $7,050.00

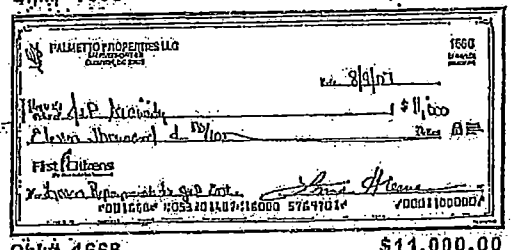
162

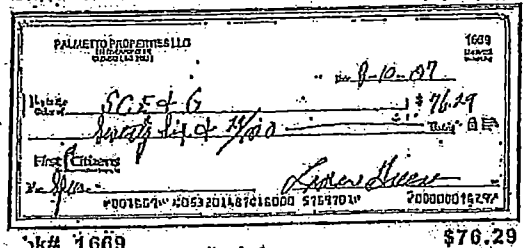

Chk# 1666 $14,450.00

163

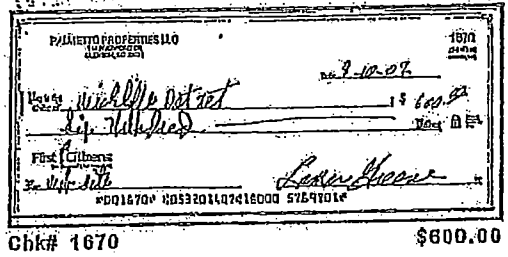

Chk# 1667 $5,000.00

164


Chk# 1668 $11,000.00


Chk# 1669 $76.29

166


Chk# 1670 $600.00

First Citizens

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

09230
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

Statement Period: August 1, 2007 Thru August 31, 2007

Account Number: 160005769701

165

Chk# 1671 $54.81

169

Chk# 1672 $70.47

Chk# 1673 $50,103.12

Chk# 1674 $126,718.75

168

Chk# 1675 $82.35

Chk# 1676 $120,000.00

Chk# 1677 $50,000.00

Chk# 1678 $50,000.00

Chk# 1679 $79,609.47

Chk# 1680 $50,000.00

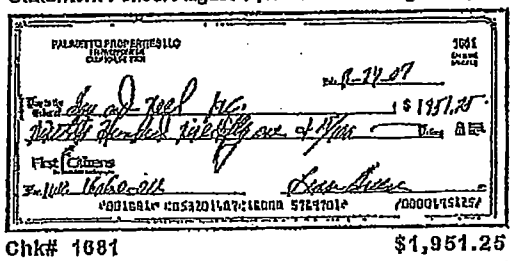
C00261

First Citizens

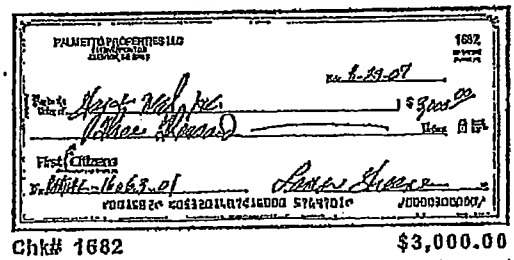
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

Statement Period: August 1 , 2007 Thru August 31, 2007

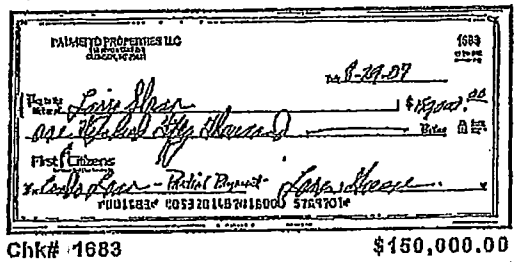
Account Number: 160005769701



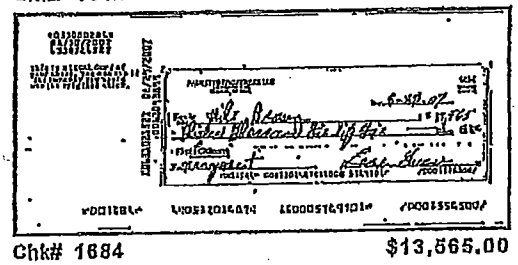
Chk# 1681 $1,951.25



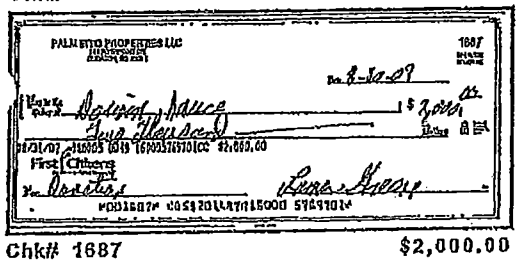
Chk# 1682 $3,000.00



Chk# 1683 $150,000.00



Chk# 1684 $13,565.00



Chk# 1687 $2,000.00

First Citizens

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

SC08

09113
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

IM
410

Your Account(s) At A Glance
Checking
Balance 0.00

Statement Period: September 1, 2007 Thru September 30, 2007 Account Number: 160005769701

Business Checking I

Account Number: 160005769701 Enclosures In Statement: 0

Beginning Balance	357,568.61+	Statement Period Days	30
5 Deposits	48,778.07+	Average Collected Balance	162,790.00+
0 Other Credits	0.00		
20 Checks	400,836.68-		
2 Other Debits	5,500.00-		
Monthly Service Charge	0.00		
Ending Balance	0.00		

Deposits To Your Account

Date	Amount	Date	Amount	Date	Amount
09-07	41,125.00	09-18	4,062.30	09-20	321.98
09-11	153.28	09-19	3,116.51		

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
1365	09-05	5,000.00	1686	09-06	10,000.00	1695	09-12	215.38
1368*	09-04	85.00	1688*	09-06	26,127.81	1696	09-18	62.30
1369	09-05	10,000.00	1689	09-07	1,469.61	1697	09-20	321.98
1489*	09-07	150.00	1690	09-10	30,000.00	1698	09-19	813.51
1490	09-10	2,474.00	1692*	09-07	18,473.41	1700*	09-19	2,302.00
1651*	09-12	6,000.00	1693	09-12	236.83	295768*	09-17	285,947.75
1685*	09-06	2,997.46	1694	09-14	159.74			

175 174 173 172

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

Other Debits From Your Account

Date	Description	Amount
09-05	Greenville First Loan Pymt 400821100	1,500.00
09-18	SC To ACH Trans Transfer ***3392	4,000.00
	Total	5,500.00

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
09-04	357,473.61+	09-10	291,406.42+	09-17	0.00
09-05	340,973.61+	09-11	291,559.70+	09-18	0.00
09-06	302,848.34+	09-12	286,107.49+	09-19	0.00
09-07	323,880.42+	09-14	285,947.75+	09-20	0.00

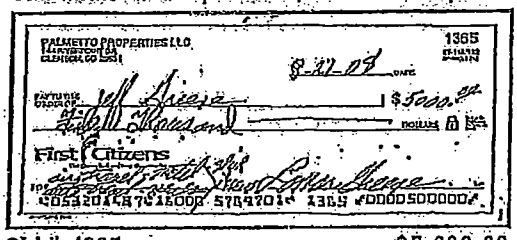
Direct Customer Inquiry Calls To
FIRST CITIZENS
Hotline At 1-888-812-4444.

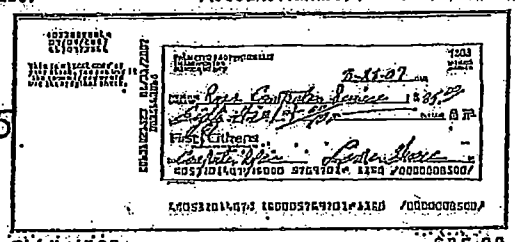
First Citizens

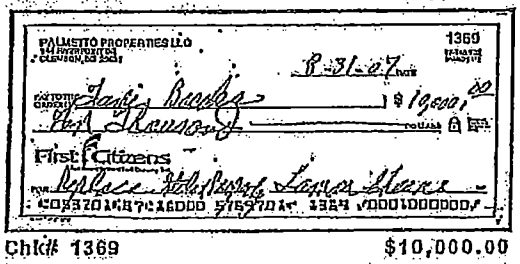
1230 Main Street
PO Box 29
Columbia, SC 29202-0029

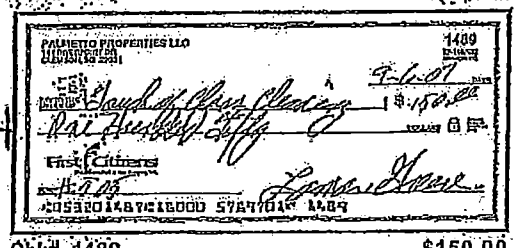
09113
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

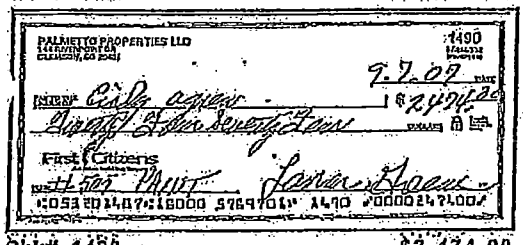
Statement Period: September 1, 2007 Thru September 30, 2007 Account Number: 160005769701

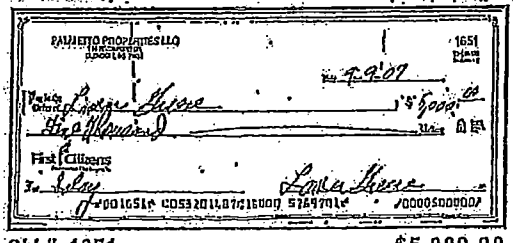

Chk# 1365 $5,000.00

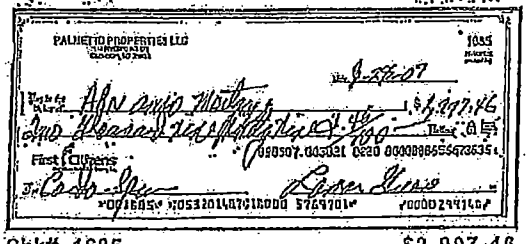

Chk# 1368 $85.00

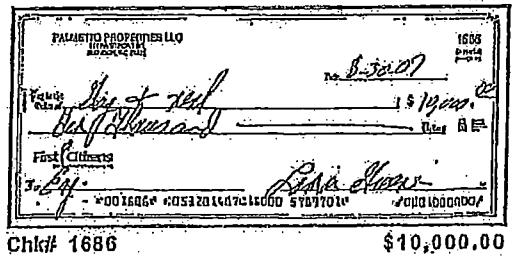

Chk# 1369 $10,000.00

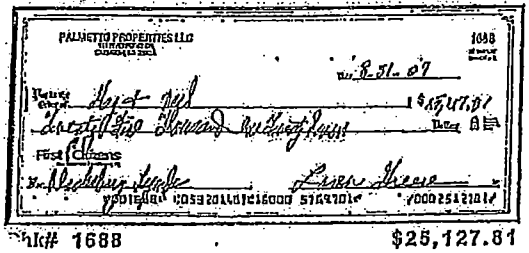

Chk# 1489 $150.00

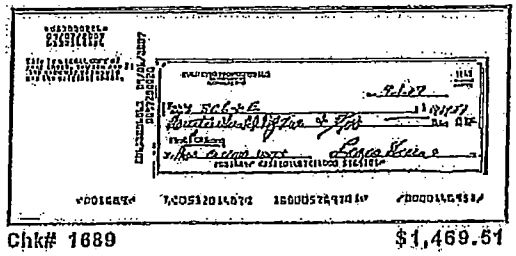

Chk# 1490 $2,474.00


Chk# 1651 $5,000.00


Chk# 1685 $2,997.46


Chk# 1686 $10,000.00


Chk# 1688 $25,127.81

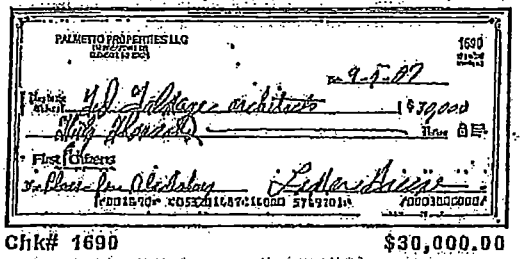

Chk# 1689 $1,469.51

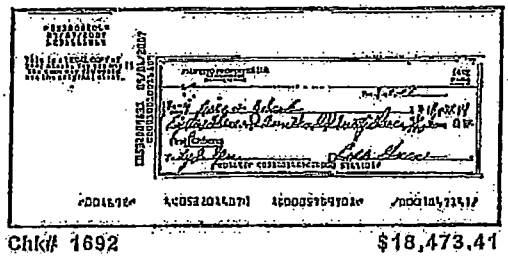
000264

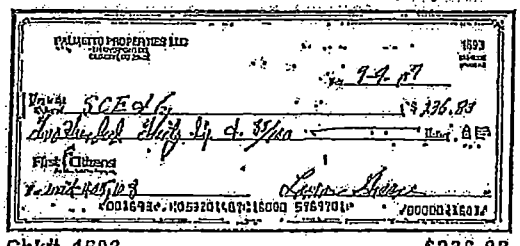
First Citizens

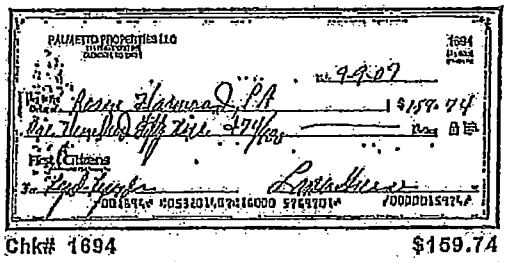
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

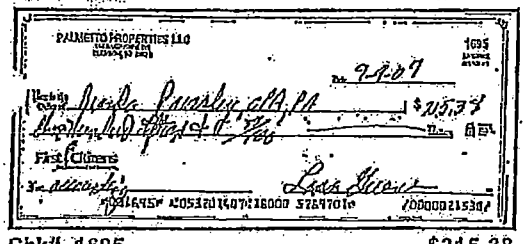
Statement Period: September 1, 2007 Thru September 30, 2007 Account Number: 160005769701

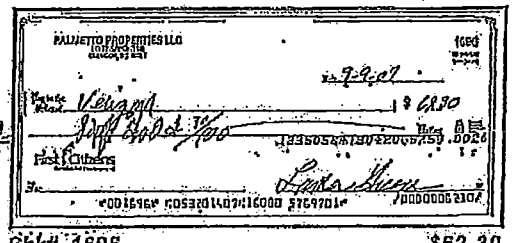

Chk# 1690 $30,000.00

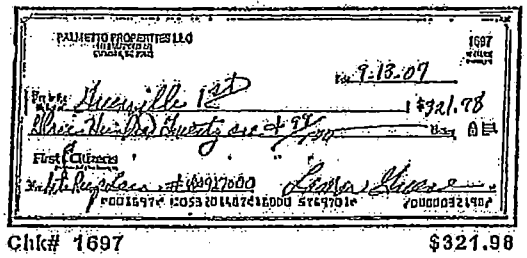

Chk# 1692 $18,473.41

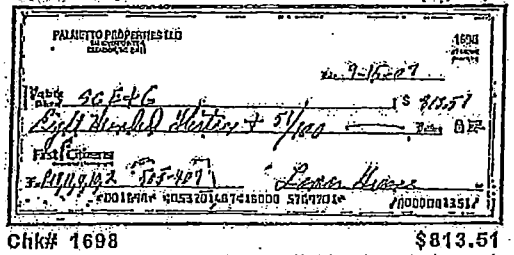

Chk# 1693 $236.83

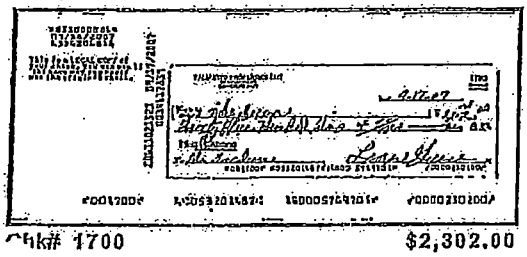

Chk# 1694 $159.74

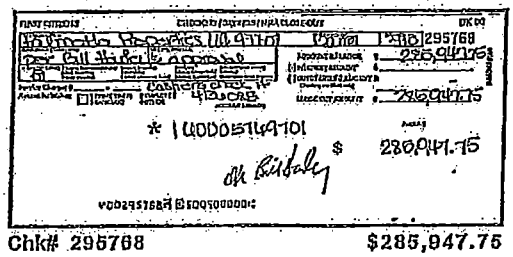

Chk# 1695 $215.38


Chk# 1696 $62.30


Chk# 1697 $321.98


Chk# 1698 $813.51


Chk# 1700 $2,302.00


Chk# 295768 $285,947.75

172

Chk# 1038 $900.00

For Ron West Ck# 1038

Chk# 1320 $1,236.72

Chk# 1203 $2,900.00

Chk# 1088 $3,500.00

Statement Period: January 1, 2007 Thru January 31, 2007

Chk# 1305 SPUR CONJ TRUST $200.00

Chk# 1278 $2,700.00

"Plaintiff's Exhibit 2"

Regions Account Unallowable Charges

Number	Statement Page Number	Date	Check Number	Payee	Amount	
1	1	6/10/2005	Checkcard	Winn Dixie	$ 128.16	
2	1	6/13/2005	Checkcard	Strata Plan #6	$ 1,100.00	
3	1	6/16/2005	Checkcard	Strata Plan #6	$ 1,307.93	
4	1	6/16/2005	Checkcard	Budget Car Rental	$ 152.50	
5	1&2	6/24/2005	1004	J&R Enterprises	$ 3,000.00	
6	3	6/24/2008	Checkcard	Raceway	$ 17.08	
7	3	6/24/2008	Checkcard	Capri's Anderson	$ 21.63	
8	4	7/1/2005	Checkcard	Raceway	$ 24.70	
9	4	7/5/2005	Checkcard	Bilo	$ 72.47	
10	4&5	6/29/2005	1005	Grading Company	$ 2,000.00	
11	6	8/1/2005	Checkcard	Shell	$ 16.00	
12	6	8/2/2005	Checkcard	Donut Connection	$ 26.00	
13	6&7	8/4/2005	1011	Lew Jordan	$ 6,000.00	
14	6&7	8/1/2005	1758	1100 Club	$ 1,100.00	
15	6&7	8/5/2005	1012	Mike Hizulnga	$ 1,485.00	
16	6	8/15/2005	Checkcard	Hertz	$ 56.38	
17	6	8/16/2005	CheckCard	Entrprise	$ 67.94	
18	6&7	8/16/2005	2351	J&R Enterprises	$ 6,184.65	
19	6	8/5/2005	CheckCard	Pilot	$ 35.59	
20	6	8/12/2005	CheckCard	Strata Plan #6	$ 1,110.00	
21	6	8/15/2005	Checkcard	Petro South	$ 6.13	
22A	6	8/15/2005	Checkcard	Calhoun Corners	$ 31.35	
22B	6	8/15/2005	Checkcard	Calhoun Corners	$ 243.79	
23	6	8/22/2005	Checkcard	Donut Connection	$ 6.97	
24	8	9/12/2005	Checkcard	Chevron	$ 43.22	
25	8	9/12/2005	Checkcard	Breakers	$ 47.54	
26	8&9	9/23/2005	1001	J&R Enterprises	$ 2,800.00	
27	8	9/19/2005	CheckCard	Raceway	$ 30.11	
28	8	9/19/2005	CheckCard	Café Roca	$ 17.90	
29	8	9/23/2005	CheckCard	Ace Hardware	$ 8.34	
30	8	9/23/2005	CheckCard	Evangiline's	$ 54.32	
31	10	10/3/2005	CheckCard	Sunoco	$ 49.86	
32	10	10/14/2005	CheckCard	Raceway	$ 35.77	
33	10&11	10/19/2005	1023	Lamar Green	$ 3,000.00	
34	10	10/24/2005	CheckCard	Evangeline's	$ 144.90	
35	10	10/31/2005	CheckCard	Pilot	$ 35.02	
36	12	11/7/2005	CheckCard	TownHouse	$ 19.68	
37	14	12/2/2005	CheckCard	Pilot	$ 29.19	
38	14	12/5/2005	CheckCard	Lowes	$ 228.92	
39	14	12/16/2005	CheckCard	Pilot	$ 35.12	
40	14	12/19/2005	CheckCard	Circle K	$ 33.32	
				2005 Total		$30,807.48
41	15	1/10/2006	CheckCard	Sams Town Hotel	$ 2,771.92	
42	15	1/11/2006	CheckCard	Sams Town Hotel	$ 1,000.00	
43	15	1/12/2006	CheckCard	Sams Town Hotel	$ 771.92	
44	15	1/12/2006	CheckCard	Sams Town Hotel	$ 2,000.00	
45	15	1/12/2006	CheckCard	Sams Town Hotel	$ 500.00	
46	15	1/17/2006	CheckCard	Sams Town Hotel	$ 500.00	
47	15	1/17/2006	CheckCard	Sams Town Hotel	$ 8.09	
48	15	1/17/2006	CheckCard	Sams Town Hotel	$ 1,000.00	
49	15	1/20/2006	CheckCard	Pilot	$ 36.59	
50	16	2/3/2006	CheckCard	Hot Spot	$ 31.75	
51	16	2/6/2006	CheckCard	Pilot	$ 26.83	
52	18&19	2/6/2006	1031	Buyers Choice Realty	$ 350.00	
53	16	2/13/2006	CheckCard	Pilot	$ 29.98	
54	16	2/13/2006	Checkcard	Pink Pony	$ 148.00	
55	16	2/13/2006	CheckCard	Raceway	$ 18.53	
56	16&17	2/15/2006	1032	Mike Hizulnga	$ 2,075.00	
57	18	3/6/2006	Checkcard	Entrprise	$ 82.49	
58	18	3/6/2006	CheckCard	Raceway	$ 23.00	
59	18	3/13/2006	CheckCard	Shell	$ 36.48	
60	18	3/13/2006	CheckCard	Pilot	$ 28.50	
61	18&19	3/18/2006	2353	Bullock Electronics	$ 771.70	

62	18&19	3/21/2006	2355	Raymond	$	1,560.00
63	18	3/22/2006	Checkcard	Avis	$	67.27
64	20	4/21/2006	CheckCard	Hot Spot	$	44.94
65	20	4/24/2006	CheckCard	The Town House	$	20.66
66	20	4/24/2006	CheckCard	Eat N Park	$	29.24
67	20	4/27/2006	CheckCard	Evangelines	$	59.87
68	22	5/1/2006	CheckCard	Ace Hardware	$	104.97
69	22	5/1/2006	CheckCard	ORB	$	13.98
70	22	5/1/2006	CheckCard	Eckerd	$	106.33
71	22	5/2/2006	Checkcard	American Airlines	$	737.80
72	22	5/2/2006	CheckCard	American Airlines	$	737.80
73	22	5/19/2006	CheckCard	Sardis	$	39.83
74	22	5/22/2006	Checkcard	Palms	$	43.73
75	22	5/23/2006	Checkcard	Great Beach VA	$	597.30
76	22	5/26/2006	Checkcard	Palms	$	29.92
77	22&24	4/29/2006	2358	Lamar Greene	$	1,234.58
78	22	5/30/2006	Checkcard	Great Beach VA	$	4,114.63
79	22	5/30/2006	CheckCard	Harris Teeter	$	104.21
80	22	5/30/2006	Checkcard	Enterprise Rental Car	$	211.10
81	22	5/30/2006	CheckCard	Enterprise Rental Car	$	97.17
82	23	5/30/2006	CheckCard	Isle of Palms	$	27.11
83	23	5/30/2006	CheckCard	The Boathouse	$	74.94
84	23	5/30/2006	CheckCard	The Boathouse	$	60.00
85	23	5/30/2006	CheckCard	The Boathouse	$	205.50
86	23	5/30/2006	CheckCard	Amoco	$	23.96
87	23	5/30/2006	CheckCard	Chaffeurs Unlimited	$	100.00
88	23	5/30/2006	CheckCard	High Cotton	$	611.90
89	23	5/30/2006	CheckCard	Mt Pleasant #1	$	114.44
90	23	5/30/2006	CheckCard	Shell	$	40.56
91	23	5/30/2006	CheckCard	Clarey's Liquor	$	121.31
92	25	6/9/2006	CheckCard	Save More	$	33.38
93	25	6/12/2006	Checkcard	Raceway	$	41.38
94	25	6/16/2006	CheckCard	Clemson Cleaners	$	15.11
95	25	6/19/2006	CheckCard	Tiki Hut	$	72.75
96	25	6/26/2006	CheckCard	Murphy	$	60.00
97	25	6/26/2006	CheckCard	Raceway	$	39.14
98	25	6/30/2006	CheckCard	Pilot	$	26.84
99	26	7/7/2006	CheckCard	Pumpers 16	$	44.72
100	26	7/10/2006	CheckCard	Circle K	$	44.40
101	26	7/13/2006	CheckCard	Enterprise	$	68.04
102	26	7/13/2006	CheckCard	Enterprise	$	136.08
103	26	7/13/2006	CheckCard	Shoneys	$	10.73
104	26	7/13/2006	CheckCard	Mugshors	$	49.35
105	26	7/14/2006	Checkcard	BP Oil	$	44.74
106	26	7/14/2006	CheckCard	Great Beach VA	$	4,014.63
107	26	7/14/2006	CheckCard	Sunoco	$	43.68
108	26	7/14/2006	CheckCard	Ruby Tuesday	$	54.37
109	26	7/14/2006	CheckCard	Blue Ocean	$	11.84
110	26	7/24/2006	CheckCard	Hertz	$	115.48
111	26	7/27/2006	Checkcard	Pixie and Bill	$	133.48
112	26	7/28/2006	Checkcard	Hot Spot	$	27.32
113	28	8/11/2006	CheckCard	Sunoco	$	31.16
114	28	8/14/2006	CheckCard	Amoco	$	48.47
115	28	8/14/2006	Checkcard	Pot Belly Deli	$	16.45
116	28	8/18/2006	CheckCard	Pilot	$	37.93
117	28	8/21/2006	CheckCard	Shell	$	47.83
118	28	8/28/2006	CheckCard	Shell	$	48.14
119	28	8/30/2008	CheckCard	Pixie & Bills	$	78.33
120	31	10/2/2008	CheckCard	Pilot	$	35.19
121	32	11/13/2008	CheckCard	Rafertys	$	39.81
122	32	11/20/2008	CheckCard	Hot Spot	$	28.84
123	32	11/27/2008	CheckCard	Palms	$	31.43
124	32	11/29/2006	CheckCard	BellSouth	$	918.14
125	32	11/30/2006	CheckCard	Wild Hare Sports	$	85.54
126	34	12/1/2006	CheckCard	Liberty Taproom	$	46.50
127	34	12/1/2006	CheckCard	Pilot	$	33.03
128	34	12/8/2006	CheckCard	Main Course	$	35.75
129	34	12/11/2006	CheckCard	US Air	$	717.60
130	34	12/11/2006	CheckCard	Us Air	$	717.60
131	34	12/11/2006	CheckCard	Raco	$	34.50

132	34	12/11/2006	CheckCard	Banda	$	40.00	
133	34	12/11/2006	CheckCard	Banda	$	40.00	
134	34	12/12/2006	CheckCard	Dollar General	$	10.07	
135	34&35	12/18/2006	1769418	Palmetto State Enterprises	$	6,298.50	
136	34	12/22/2006	Checkcard	Sunoco	$	26.13	
				2006 Total			$38,080.23
137	36	1/5/2007	Checkcard	Sunoco	$	34.73	
138	36	1/16/2007	Checkcard	Hampton Inn	$	115.67	
139	36	1/16/2007	Checkcard	Wild Wing Café	$	27.56	
140	36	1/19/2007	Checkcard	Pilot	$	29.62	
141	36	1/22/2007	Checkcard	Pilot	$	30.39	
142	36	1/26/2007	Checkcard	Sunoco	$	23.92	
143	37	2/8/2007	CheckCard	Logan's Roadhouse	$	62.37	
144	37	2/9/2007	CheckCard	Red Lobster	$	77.53	
145	37	2/12/2007	Checkcard	Shell	$	46.04	
146	38	3/2/2007	Checkcard	Amoco	$	38.38	
147	38	3/27/2007	Checkcard	Pixie & Bills	$	152.35	
148	38	3/30/2007	Checkcard	Hot Spot	$	19.58	
149	41	5/7/2007	Checkcard	Sunoco	$	40.73	
150	41	5/29/2007	Checkcard	Grand Strand	$	216.02	
151	41	5/29/2007	Checkcard	Sea Mountain	$	60.40	
152	41	5/29/2007	Checkcard	Boulineau	$	30.45	
153	41	5/29/2007	Checkcard	Scotchman	$	16.00	
154	41	5/30/2007	Checkcard	Monterray Mexican	$	38.59	
155	41	5/30/2007	Checkcard	Pilot	$	32.16	
156	42	6/22/2007	Checkcard	Valvoline	$	34.38	
157	42	6/25/2007	Checkcard	My Garage	$	541.97	
158	43	7/2/2007	Checkcard	Raceway	$	26.08	
159	43	7/13/2007	Checkcard	Hot Spot	$	36.15	
160	43	7/21/2007	Checkcard	Hot Spot	$	24.81	
161	44	8/6/2007	Checkcard	Ruby Tuesday	$	30.33	
162	44	8/10/2007	Checkcard	Sunoco	$	41.50	
163	44	8/24/2007	Checkcard	Pilot	$	45.12	
164	44	8/31/2007	Checkcard	Hot Spot	$	28.86	
165	45	9/4/2007	Checkcard	Sunoco	$	30.87	
166	45	9/6/2007	Checkcard	Hot Spot	$	35.64	
167	45	9/6/2007	Checkcard	Sunoco	$	55.47	
168	45	9/7/2007	Checkcard	Amoco	$	36.84	
169	45	9/10/2007	Checkcard	Raceway	$	38.92	
				2007 Total			$ 2,099.43

Subtotal to/for Lamar Greene	$	59,002.49
Subtotal to J&P Enterprises	$	11,984.65
Total Unallowable Charges	**$**	**70,987.14**

"Sub-Exhibit 2"

REGIONS BANK

BANK USE ONLY
01 8 B 3411

P O BOX 2787
ANDERSON, SC 29622

00010763 2 AT 0.517 002

PALMETTO STATE ENTERPRISES, LLC
144 RIVER POINT
CLEMSON SC 29631-1049

ACCOUNT NUMBER
38-1900-6052

CLOSING DATE
06/30/2005

ENROLL IN VISA EXTRAS AND EARN REWARD POINTS WHEN YOU USE YOUR REGIONS CHECKCARD. VISIT WWW.VISA.COM/EXTRAS OR CALL 800-960-8472 TO ENROLL. SOME RESTRICTIONS APPLY.

REGIONS ADVANTAGE BUSINESS CHECK

BEGINNING BALANCE	+	DEPOSITS & OTHER CREDITS	-	CHECKS PAID & OTHER DEBITS	-	ACCOUNT CHARGES	=	ENDING BALANCE
1142,415.22		1120,304.50		2212,012.27		.00		50,707.45

DATE PAID	DESCRIPTION	AMOUNT	BALANCE
05/31	BEGINNING BALANCE		1142,415.22
06/03	VISA CHECKCARD TRANSACTIO AGENT FEE 89	80.00-	1142,335.22
06/08	DEPOSIT	220,000.00+	1362,335.22
1→ 06/10	VISA CHECKCARD TRANSACTIO WINN-DIXIE #	128.16-	1362,207.06
06/13	VISA CHECKCARD TRANSACTIO BILO #539	62.03-	
2→	VISA CHECKCARD TRANSACTIO STRATA PLAN #6	1,110.00-	1361,035.03
06/14	VISA CHECKCARD TRANSACTIO BIG DADDY'S LI	48.63-	
	VISA CHECKCARD TRANSACTIO THE WHARF REST	303.70-	
	VISA CHECKCARD TRANSACTIO HUDDLE HOUSE #	27.72-	
	VISA CHECKCARD TRANSACTIO COCONUT JOE'S	36.80-	
	VISA CHECKCARD TRANSACTIO COCONUT JOE'S	135.00-	1360,403.10
06/15	VISA CHECKCARD TRANSACTIO HYATT FOOD/BEV	59.78-	
	VISA CHECKCARD TRANSACTIO HYATT FOOD/BEV	98.06-	
	VISA CHECKCARD TRANSACTIO DELMORTHS ESSO	35.00-	
	VISA CHECKCARD TRANSACTIO BEACH CLUB HOT	72.50-	
06/15	VISA CHECKCARD TRANSACTIO SUBRAGEOUS INC	37.32-	
	VISA CHECKCARD TRANSACTIO HARD ROCK CAFE	105.45-	
	VISA CHECKCARD TRANSACTIO HAMMERHEADS	70.00-	1360,004.99
06/16	CHECK # 1002	10,980.00-	
	VISA CHECKCARD TRANSACTIO CIMBOCO	62.69-	
4→	VISA CHECKCARD TRANSACTIO BUDGET RENT-A-	152.50-	
3→	VISA CHECKCARD TRANSACTIO STRATA PLAN #6	1,307.93-	1347,501.87
06/17	VISA CHECKCARD TRANSACTIO RACEWAY6750	19.06-	1347,482.81
06/20	CREDIT MEMO	857,154.50+	
	WIRE TRANS REG WIRE DEPT	2177,751.00-	
	VISA CHECKCARD TRANSACTIO THE TOWNE HOUS	20.12-	26,666.19
06/21	VISA CHECKCARD TRANSACTIO SUNOCO SVC STA	30.60-	26,835.59
06/22	VISA CHECKCARD TRANSACTIO CALIFORNIA DRE	24.38-	26,811.21
06/23	DEPOSIT	43,150.00+	
5→	CHECK # 1004	3,000.00-	
	VISA CHECKCARD TRANSACTIO RACEWAY6750	25.97-	66,935.24
06/24	CHECK # 1755	4,500.00-	

IMPORTANT: DIRECT INQUIRIES OR NOTICE OF ERRORS ABOUT ELECTRON IC FUND TRANSFERS TO:

PLEASE EXAMINE AT ONCE. IF NO ERROR IS REPORTED WITHIN 30 DAYS OF THE CLOSING DATE, THE ACCOUNT WILL BE CONSIDERED CORRECT. PLEASE ADVISE AT ONCE OF ANY CHANGE IN YOUR ADDRESS.

REGIONS BANK

P O BOX 2787
ANDERSON, SC 29622

BANK USE ONLY
01 8 8 34I1

ACCOUNT NUMBER
38-1900-6052

CLOSING DATE
06/30/2005

PALMETTO STATE ENTERPRISES, LLC
144 RIVER POINT
CLEMSON SC 29631-1049

No.1002 $10,980.00

No.1003 $3,000.00

No.1004 $3,000.00

No.1751 $751.57

No.1753 $300.00

No.1754 $2,100.00

No.1755 $4,500.00

No.1756 $5,400.00

REGIONS BANK

BANK USE ONLY
01 8 8 3411

P O BOX 2787
ANDERSON, SC 29622

ACCOUNT NUMBER
38-1900-6052

CLOSING DATE
06/30/2005

PALMETTO STATE ENTERPRISES, LLC
144 RIVER POINT
CLEMSON SC 29631-1049

DATE PAID	DESCRIPTION	AMOUNT	BALANCE
06/24	VISA CHECKCARD TRANSACTIO USPS 451803063	14.02-	
(0→	VISA CHECKCARD TRANSACTIO RACEWAY6750	17.08-	
	VISA CHECKCARD TRANSACTIO JOHN PAUL S OF	59.11-	
] →	VISA CHECKCARD TRANSACTIO Capri's of And	21.63-	62,323.40
06/27	CHECK # 1751	751.57-	

CHECK RECAP

06/16	CHECK #	1002	10,980.00
06/29	CHECK #	1003	3,000.00
06/23	CHECK #	1004	3,000.00
06/27	CHECK #	1751*	751.57

* BREAK IN SEQUENCE NUMBER

DATE PAID	DESCRIPTION	AMOUNT	BALANCE
06/27	CHECK # 1754	2,100.00-	59,471.83
06/28	CHECK # 1753	300.00-	59,171.83
06/29	CHECK # 1003	3,000.00-	
	CHECK # 1756	5,400.00-	50,771.83
06/30	VISA CHECKCARD TRANSACTIO JERRY KELLYS	64.38-	50,707.45

CHECK RECAP

06/28	CHECK #	1753*	300.00
06/27	CHECK #	1754	2,100.00
06/24	CHECK #	1755	4,500.00
06/29	CHECK #	1756	5,400.00

REGIONS BANK

BANK USE ONLY
01 7 7 3411

ACCOUNT NUMBER
38-1900-6052

P O BOX 2787
ANDERSON, SC 29622

00010646 1 AT 0.292 001

PALMETTO STATE ENTERPRISES, LLC
144 RIVER POINT
CLEMSON SC 29631-1049

CLOSING DATE
07/29/2005

ENROLL IN VISA EXTRAS AND EARN REWARD POINTS WHEN YOU USE YOUR REGIONS CHECKCARD. VISIT WWW.VISA.COM/EXTRAS OR CALL 800-960-8472 TO ENROLL. SOME RESTRICTIONS APPLY.

REGIONS ADVANTAGE BUSINESS CHECK

BEGINNING BALANCE	+	DEPOSITS & OTHER CREDITS	-	CHECKS PAID & OTHER DEBITS	-	ACCOUNT CHARGES	=	ENDING BALANCE
50,707.45		222,101.00		218,065.28		.00		54,743.17

DATE PAID	DESCRIPTION	AMOUNT	BALANCE
06/30	BEGINNING BALANCE		50,707.45
10→ 07/01	CHECK # 1005	2,000.00-	
8→	VISA CHECKCARD TRANSACTIO RACEWAY675D	24.70-	48,682.75
9→ 07/05	VISA CHECKCARD TRANSACTIO BILO #539	72.47-	
	VISA CHECKCARD TRANSACTIO CAYMANAIR	377.40-	
	VISA CHECKCARD TRANSACTIO CAYMANAIR	377.40-	
	VISA CHECKCARD TRANSACTIO CAYMANAIR	377.40-	
	VISA CHECKCARD TRANSACTIO CAYMANAIR	377.40-	47,100.68
07/07	CHECK # 1752	10,000.00-	37,100.68
07/13	VISA CHECKCARD TRANSACTIO PILOT	32.94-	37,067.74
07/18	CHECK # 1006	1,775.00-	

CHECK RECAP

07/01	CHECK # 1005	2,000.00
07/18	CHECK # 1006	1,775.00
07/19	CHECK # 1007	1,300.00

* BREAK IN SEQUENCE NUMBER

DATE PAID	DESCRIPTION	AMOUNT	BALANCE
07/18	VISA CHECKCARD TRANSACTIO 15TH STREET DI	60.76-	35,231.98
07/19	CHECK # 1007	1,300.00-	33,931.98
07/21	VISA CHECKCARD TRANSACTIO PILOT	22.79-	33,909.19
07/22	CREDIT MEMO	189,601.00+	
	CHECK # 1008	11,500.00-	212,010.19
07/25	CHECK # 7360371	186,601.00-	
	CHECK # 7360372	3,000.00-	22,409.19
07/28	VISA CHECKCARD TRANSACTIO SUNOCO SVC STA	27.80-	
	VISA CHECKCARD TRANSACTIO CAFE ROCA	28.33-	22,353.06
07/29	DEPOSIT	32,500.00+	
	VISA CHECKCARD TRANSACTIO WATERS VAN AND	109.89-	54,743.17

CHECK RECAP

07/22	CHECK # 1008	11,500.00
07/07	CHECK # 1752*	10,000.00

IMPORTANT: DIRECT INQUIRIES OR NOTICE OF ERRORS ABOUT ELECTRON IC FUND TRANSFERS TO:

PLEASE EXAMINE AT ONCE. IF NO ERROR IS REPORTED WITHIN 30 DAYS OF THE CLOSING DATE, THE ACCOUNT WILL BE CONSIDERED CORRECT. PLEASE ADVISE AT ONCE OF ANY CHANGE IN YOUR ADDRESS.

REGIONS BANK

P O BOX 2787
ANDERSON, SC 29622

BANK USE ONLY
01 7 7 34X1

ACCOUNT NUMBER
38-1900-6052

CLOSING DATE
07/29/2005

PALMETTO STATE ENTERPRISES, LLC
144 RIVER POINT
CLEMSON SC 29631-1049

10- No.1005 $2,000.00

10- No.1006 $1,775.00

No.1007 $1,300.00

No.1008 $11,500.00

No.1752 $10,000.00

No.7360371 $186,601.00

No.7360372 $3,000.00

REGIONS BANK

BANK USE ONLY
201 10 10 3411

ACCOUNT NUMBER
38-1900-6052

P O BOX 2787
ANDERSON, SC 29622

00011009 1 AT 0.292 001

PALMETTO STATE ENTERPRISES, LLC
144 RIVER POINT
CLEMSON SC 29631-1069

CLOSING DATE
08/31/2005

ENROLL IN VISA EXTRAS AND EARN REWARD POINTS WHEN YOU USE YOUR REGIONS CHECKCARD. VISIT WWW.VISA.COM/EXTRAS OR CALL 800-960-8472 TO ENROLL. SOME RESTRICTIONS APPLY.

REGIONS ADVANTAGE BUSINESS CHECK

BEGINNING BALANCE	+	DEPOSITS & OTHER CREDITS	-	CHECKS PAID & OTHER DEBITS	-	ACCOUNT CHARGES	=	ENDING BALANCE
54,743.17		8,882.88		51,013.29		.00		12,612.76

DATE PAID	DESCRIPTION	AMOUNT	BALANCE
07/29	BEGINNING BALANCE		54,743.17
11→ 08/01	VISA CHECKCARD TRANSACTIO SHELL OIL 539	16.00-	54,727.17
08/02	VISA CHECKCARD TRANSACTIO CAMPUS COPY SH	47.70-	
12→	VISA CHECKCARD TRANSACTIO DONUT CONNECTI	26.00-	54,653.47
08/03	VISA CHECKCARD TRANSACTIO THE UPS STORE	24.09-	54,629.38
08/04	CHECK # 1010	1,961.00-	
13→	CHECK # 1011	6,000.00-	
	CHECK # 1757	10,000.00-	
	VISA CHECKCARD TRANSACTIO EXXONMOBIL75	675.94-	35,992.44
08/05	VISA CHECKCARD TRANSACTIO CALIFORNIA DRE	61.54-	
19→	VISA CHECKCARD TRANSACTIO PILOT	35.59-	35,895.31
08/10	VISA CHECKCARD TRANSACTIO PETRO EXPRESS	23.76-	35,871.55
20→ 08/12	VISA CHECKCARD TRANSACTIO STRATA PLAN 86	1,110.00+	
	VISA CHECKCARD TRANSACTIO COLE'S CAR WAS	18.00-	36,963.55
22A→ 08/15	VISA CHECKCARD TRANSACTIO CALHOUN CORNER	31.35-	

DATE PAID	DESCRIPTION	AMOUNT	BALANCE
08/15	VISA CHECKCARD TRANSACTIO CALHOUN CORNER	243.79-	→22B
21→	VISA CHECKCARD TRANSACTIO PETRO SOUTH #2	6.13-	
16→	VISA CHECKCARD TRANSACTIO HERTZ RENT-A-C	56.38-	36,625.90
08/16	CHECK # 1014	2,180.00-	
17→	VISA CHECKCARD TRANSACTIO ENTERPRISE REN	67.94-	34,377.96
08/18	VISA CHECKCARD TRANSACTIO EAST PARK PRIN	20.14-	34,357.82
08/19	CHECK # 1012	1,485.00-	←15
18→	CHECK # 2351	6,184.65-	
	CHECK # 2352	1,805.00-	
	ATM SOU USPS 45180 519 COLLEGE AVE CLEMSON SC	4.30-	24,878.87
08/22	VISA CHECKCARD TRANSACTIO DONUT CONNECTI	6.97-	24,871.90 ←23
08/23	CREDIT MEMO	7,772.80+	
	CHECK # 5014718	7,772.80-	
14→	CHECK # 1758	1,100.00-	
	VISA CHECKCARD TRANSACTIO USPS 451003063	26.65-	23,745.25
08/24	VISA CHECKCARD TRANSACTIO EAST PARK PRIN	50.24-	
	VISA CHECKCARD TRANSACTIO PILOT	37.50-	23,657.51

IMPORTANT: DIRECT INQUIRIES OR NOTICE OF ERRORS ABOUT ELECTRON IC FUND TRANSFERS TO:

PLEASE EXAMINE AT ONCE: IF NO ERROR IS REPORTED WITHIN 30 DAYS OF THE CLOSING DATE, THE ACCOUNT WILL BE CONSIDERED CORRECT. PLEASE ADVISE AT ONCE OF ANY CHANGE IN YOUR ADDRESS.

REGIONS BANK

P O BOX 2787
ANDERSON, SC 29622

BANK USE ONLY
201 10 10 3411

ACCOUNT NUMBER
38-1900-6052

CLOSING DATE
08/31/2005

PALMETTO STATE ENTERPRISES, LLC
144 RIVER POINT
CLEMSON SC 29631-1049

No.1010 $1,961.00

No.1011 $6,000.00

No.1012 $1,405.00

No.1014 $2,180.00

No.1016 $11,000.00

No.1757 $10,000.00

No.1758 $1,100.00

No.2351 $6,184.65

No.2352 $1,805.00

REGIONS BANK

P O BOX 2787
ANDERSON, SC 29622

00010984 1 AT 0.292 001

PALMETTO STATE ENTERPRISES, LLC
144 RIVER POINT
CLEMSON SC 29631-1049

BANK USE ONLY
201 6 6 3411

ACCOUNT NUMBER
38-1900-6052

CLOSING DATE
09/30/2005

EVERYDAY CONFIDENCE

REGIONS ADVANTAGE BUSINESS CHECK

BEGINNING BALANCE	+	DEPOSITS & OTHER CREDITS	-	CHECKS PAID & OTHER DEBITS	-	ACCOUNT CHARGES	=	ENDING BALANCE
12,612.76		41,000.00		38,388.57		.00		15,224.19

DATE PAID	DESCRIPTION	AMOUNT	BALANCE
08/31	BEGINNING BALANCE		12,612.76
09/01	VISA CHECKCARD TRANSACTIO THE TOWNE HOUS	29.69-	12,583.07
09/02	VISA CHECKCARD TRANSACTIO USPS 451803063	4.30-	12,570.77
09/07	CHECK # 1017	2,500.00-	10,078.77
09/08	VISA CHECKCARD TRANSACTIO PILOT	49.42-	10,029.35
09/09	DEPOSIT	41,000.00+	51,029.35
24→ 09/12	VISA CHECKCARD TRANSACTIO CHEVRON 000411	43.22-	
25→	VISA CHECKCARD TRANSACTIO BREAKER'S #3	47.54-	50,938.59
09/13	VISA CHECKCARD TRANSACTIO USPS 451803063	4.30-	50,934.29
09/15	CHECK # 1019	970.00-	49,964.29

CHECK RECAP

09/23	CHECK #	1001	2,800.00
09/07	CHECK #	1017*	2,500.00
09/19	CHECK #	1018	20,898.06

* BREAK IN SEQUENCE NUMBER

DATE PAID	DESCRIPTION	AMOUNT	BALANCE
09/19	CHECK # 1018	20,898.06-	
	VISA CHECKCARD TRANSACTIO CAFE ROCA	17.90-	← 28
27→	VISA CHECKCARD TRANSACTIO RACEWAY6750	30.11-	29,018.22
09/23	CHECK # 1001	2,800.00-	← 26
29→	VISA CHECKCARD TRANSACTIO TRI-COUNTY ACE	8.34-	
30→	VISA CHECKCARD TRANSACTIO EVANGELINE S	54.32-	26,155.56
09/26	VISA CHECKCARD TRANSACTIO JERRY KELLYS	27.49-	
	VISA CHECKCARD TRANSACTIO JOE'S CRAB-DUL	66.76-	
	VISA CHECKCARD TRANSACTIO RACEWAY6750	41.12-	26,020.19
09/27	CHECK # 1022	2,850.00-	23,170.19
09/28	CHECK # 1021	7,946.00-	15,224.19

CHECK RECAP

09/15	CHECK #	1019	970.00
09/28	CHECK #	1021*	7,946.00
09/27	CHECK #	1022	2,850.00

IMPORTANT: DIRECT INQUIRIES OR NOTICE OF ERRORS ABOUT ELECTRONIC FUND TRANSFERS TO:

PLEASE EXAMINE AT ONCE. IF NO ERROR IS REPORTED WITHIN 30 DAYS OF THE CLOSING DATE, THE ACCOUNT WILL BE CONSIDERED CORRECT. PLEASE ADVISE AT ONCE OF ANY CHANGE IN YOUR ADDRESS.

REGIONS BANK

P O BOX 2787
ANDERSON, SC 29622

BANK USE ONLY
201 6 6 3411

ACCOUNT NUMBER
38-1900-6052

CLOSING DATE
09/30/2005

PALMETTO STATE ENTERPRISES, LLC
144 RIVER POINT
CLEMSON SC 29631-1049

No.1001 $2,000.00

No.1017 $2,500.00

No.1018 $20,898.06

No.1019 $970.00

No.1021 $7,946.00

No.1022 $2,850.00

REGIONS BANK

BANK USE ONLY
201 2 2 3411

ACCOUNT NUMBER
30-1900-6052

P O BOX 2787
ANDERSON, SC 29622

00011991 1 AT 0.292 001

PALMETTO STATE ENTERPRISES, LLC
144 RIVER POINT
CLEMSON SC 29631-1049

CLOSING DATE
10/31/2005

EVERYDAY CONFIDENCE

REGIONS ADVANTAGE BUSINESS CHECK

BEGINNING BALANCE	+	DEPOSITS & OTHER CREDITS	-	CHECKS PAID & OTHER DEBITS	-	ACCOUNT CHARGES	=	ENDING BALANCE
15,224.19		.00		8,769.34		.00		6,454.85

DATE PAID	DESCRIPTION	AMOUNT	BALANCE
09/30	BEGINNING BALANCE		15,224.19
31 → 10/03	VISA CHECKCARD TRANSACTIO SUNOCO SVC STA	49.86-	15,174.33
10/06	VISA CHECKCARD TRANSACTIO USPS 451803063	17.05-	
	VISA CHECKCARD TRANSACTIO CALIFORNIA DRE	29.70-	
	VISA CHECKCARD TRANSACTIO PILOT	44.02-	15,082.76
10/13	VISA CHECKCARD TRANSACTIO RACEWAY6750	21.21-	15,061.55
32 → 10/14	VISA CHECKCARD TRANSACTIO RACEWAY6750	35.77-	15,025.78
10/18	VISA CHECKCARD TRANSACTIO PILOT	27.04-	
	VISA CHECKCARD TRANSACTIO MACADO'S	46.13-	14,952.61
	CHECK RECAP		
10/20	CHECK # 1023	3,000.00	
	* BREAK IN SEQUENCE NUMBER		

DATE PAID	DESCRIPTION	AMOUNT	BALANCE
10/19	VISA CHECKCARD TRANSACTIO RAMA JAMAS INC	25.45-	14,927.16
10/20	CHECK # 1023	3,000.00-	11,927.16 ← 33
10/24	VISA CHECKCARD TRANSACTIO EVANGELINE S	144.90-	11,782.26 ← 34
10/25	CHECK # 2354	4,425.00-	7,357.26
10/26	VISA CHECKCARD TRANSACTIO HAMPTON INN TU	333.00-	
	VISA CHECKCARD TRANSACTIO HAMPTON INN TU	388.50-	
	VISA CHECKCARD TRANSACTIO RAMA JAMAS INC	22.61-	6,613.15
10/27	VISA CHECKCARD TRANSACTIO JERRY KELLYS	61.86-	
	VISA CHECKCARD TRANSACTIO CHEVRON 002056	61.42-	6,489.87
10/31	VISA CHECKCARD TRANSACTIO PILOT	35.02-	6,454.85 ← 35
	CHECK RECAP		
10/25	CHECK # 2354*	4,425.00	

INPORTANT: DIRECT INQUIRIES OR NOTICE OF ERRORS ABOUT ELECTRON IC FUND TRANSFERS TO:

PLEASE EXAMINE AT ONCE. IF NO ERROR IS REPORTED WITHIN 30 DAYS OF THE CLOSING DATE, THE ACCOUNT WILL BE CONSIDERED CORRECT. PLEASE ADVISE AT ONCE OF ANY CHANGE IN YOUR ADDRESS.

REGIONS BANK

BANK USE ONLY
201 2 2 3411

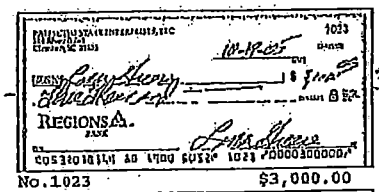
P O BOX 2787
ANDERSON, SC 29622

ACCOUNT NUMBER
38-1900-6052

CLOSING DATE
10/31/2005

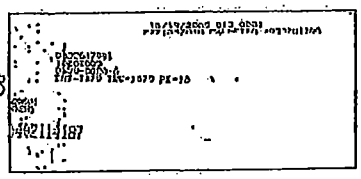
PALMETTO STATE ENTERPRISES, LLC
144 RIVER POINT
CLEMSON SC 29631-1049

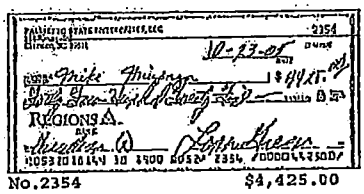
33-



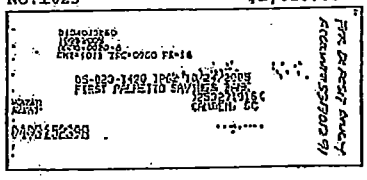
No.1023 $3,000.00

33





No.2354 $4,425.00



000283

REGIONS BANK

BANK USE ONLY
201 1 1 3411

P O BOX 2787
ANDERSON, SC 29622

ACCOUNT NUMBER
38-1900-6052

00012245 1 AT 0.292 001

PALMETTO STATE ENTERPRISES, LLC
144 RIVER POINT
CLEMSON SC 29631-1049

CLOSING DATE
11/30/2005

EVERYDAY CONFIDENCE

REGIONS ADVANTAGE BUSINESS CHECK

BEGINNING BALANCE	+	DEPOSITS & OTHER CREDITS	-	CHECKS PAID & OTHER DEBITS	-	ACCOUNT CHARGES	=	ENDING BALANCE
6,454.05		.00		1,495.72		15.00		4,944.13

DATE PAID	DESCRIPTION	AMOUNT	BALANCE
10/31	BEGINNING BALANCE		6,454.85
11/01	CHECK # 1020	1,000.00-	5,454.85
36 11/07	VISA CHECKCARD TRANSACTIO THE TOWNE HOUS	19.68-	5,435.17
11/16	VISA CHECKCARD TRANSACTIO JERRY KELLYS	48.33-	
	VISA CHECKCARD TRANSACTIO MURPHY 6761 @	16.44-	5,370.40
11/17	VISA CHECKCARD TRANSACTIO PILOT	33.74-	5,336.66

CHECK RECAP

11/01	CHECK # 1020	1,000.00	

* BREAK IN SEQUENCE NUMBER

DATE PAID	DESCRIPTION	AMOUNT	BALANCE
11/21	VISA CHECKCARD TRANSACTIO CALIFORNIA DRE	80.71-	
	VISA CHECKCARD TRANSACTIO OUTBACK #4118	163.83-	5,092.12
11/25	VISA CHECKCARD TRANSACTIO CALIFORNIA DRE	69.99-	
	VISA CHECKCARD TRANSACTIO RACEWAY6752	32.68-	4,989.45
11/28	VISA CHECKCARD TRANSACTIO USPS 451803063	9.65-	4,979.80
11/30	VISA CHECKCARD TRANSACTIO PETRO EXPRESS	20.67-	
	SERVICE CHARGE	15.00-	4,944.13

CHECK RECAP

IMPORTANT: DIRECT INQUIRIES OR NOTICE OF ERRORS ABOUT ELECTRON IC FUND TRANSFERS TO:

PLEASE EXAMINE AT ONCE. IF NO ERROR IS REPORTED WITHIN 30 DAYS OF THE CLOSING DATE, THE ACCOUNT WILL BE CONSIDERED CORRECT. PLEASE ADVISE AT ONCE OF ANY CHANGE IN YOUR ADDRESS.

REGIONS BANK

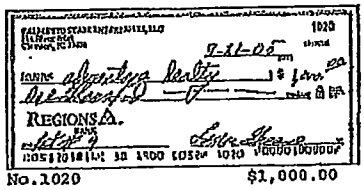
BANK USE ONLY
201 1 1 3411

P O BOX 2787
ANDERSON, SC 29622

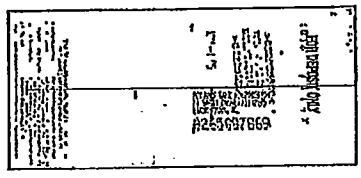
ACCOUNT NUMBER
38-1900-6052

CLOSING DATE
11/30/2005

PALMETTO STATE ENTERPRISES, LLC
144 RIVER POINT
CLEMSON SC 29631-1049



No.1020 $1,000.00



REGIONS BANK

BANK USE ONLY
201 0 0 34X1

PALMETTO STATE ENTERPRISES, LLC
144 RIVER POINT
CLEMSON SC 29631-1049

ACCOUNT NUMBER
38-1900-6052

BIRMINGHAM, AL 35201-0681

CLOSING DATE
12/30/2005

EVERYDAY CONFIDENCE

REGIONS ADVANTAGE BUSINESS CHECK

BEGINNING BALANCE	+	DEPOSITS & OTHER CREDITS	-	CHECKS PAID & OTHER DEBITS	-	ACCOUNT CHARGES	=	ENDING BALANCE
4,944.13		.00		367.95		15.00		4,561.18

DATE PAID	DESCRIPTION	AMOUNT	BALANCE
11/30	BEGINNING BALANCE		4,944.13
37→ 12/02	VISA CHECKCARD TRANSACTIO PILOT	29.19-	4,914.94
38→ 12/05	VISA CHECKCARD TRANSACTIO LOWE'S #1635	228.92-	4,686.02
	CHECK RECAP		
	* BREAK IN SEQUENCE NUMBER		

DATE PAID	DESCRIPTION	AMOUNT	BALANCE
12/09	VISA CHECKCARD TRANSACTIO CALIFORNIA DRE	41.40-	4,644.62
12/16	VISA CHECKCARD TRANSACTIO PILOT	35.12-	4,609.50 ← 39
12/19	VISA CHECKCARD TRANSACTIO CIRCLE K 05141	33.32-	4,576.18 ← 40
12/30	SERVICE CHARGE	15.00-	4,561.18
	CHECK RECAP		

REGIONS BANK

BANK USE ONLY
201 0 0 34I1

P O BOX 2787
ANDERSON, SC 29622

ACCOUNT NUMBER
38-1900-6052

00030616 01 AT 0.308 001

PALMETTO STATE ENTERPRISES, LLC
144 RIVER POINT
CLEMSON SC 29631-1049

CLOSING DATE
01/31/2006

EVERYDAY CONFIDENCE

REGIONS ADVANTAGE BUSINESS CHECK

BEGINNING BALANCE	+	DEPOSITS & OTHER CREDITS	-	CHECKS PAID & OTHER DEBITS	-	ACCOUNT CHARGES	=	ENDING BALANCE
4,561.18		13,588.13		8,887.48		15.00		9,246.83

DATE PAID	DESCRIPTION	AMOUNT	BALANCE
12/30	BEGINNING BALANCE		4,561.18
01/06	VISA CHECKCARD TRANSACTIO BOSTON BEANERY	48.00-	4,513.18
41→ 01/10	VISA CHECKCARD TRANSACTIO SAMS TOWN HOTE	2,771.92-	1,741.26
42→ 01/11	VISA CHECKCARD TRANSACTIO SAMS TOWN HOTE	1,000.00-	741.26
01/12	DEPOSIT	3,600.00+	
43→	VISA CHECKCARD TRANSACTIO SAMS TOWN HOTE	771.92-	
44→	VISA CHECKCARD TRANSACTIO SAMS TOWN HOTE	2,000.00-	
45→	VISA CHECKCARD TRANSACTIO SAMS TOWN HOTE	500.00-	1,069.34
01/17	CREDIT MEMO	9,908.13+	
46→	VISA CHECKCARD TRANSACTIO SAMS TOWN HOTE	500.00-	

CHECK RECAP

* BREAK IN SEQUENCE NUMBER

DATE PAID	DESCRIPTION	AMOUNT	BALANCE
01/17	VISA CHECKCARD TRANSACTIO SAMS TOWN HOTE	8.09-	←47
	VISA CHECKCARD TRANSACTIO SAMS TOWN HOTE	1,000.00-	←48
	VISA CHECKCARD TRANSACTIO RACEWAY 675	31.25-	9,518.13
01/18	VISA CHECKCARD TRANSACTIO SUNOCO SVC STA	25.19-	9,492.94
01/19	VISA CHECKCARD TRANSACTIO BLUE MARTINI	54.00-	9,438.94
01/20	VISA CHECKCARD TRANSACTIO PILOT	32.02-	
49→	VISA CHECKCARD TRANSACTIO PILOT	36.59-	9,369.53
01/25	VISA CHECKCARD TRANSACTIO PETRO EXPRESS	26.58-	9,342.95
01/26	VISA CHECKCARD TRANSACTIO SARDI'S DEN	81.12-	9,261.83
01/31	SERVICE CHARGE	15.00-	9,246.83

CHECK RECAP

PLEASE EXAMINE AT ONCE. IF NO ERROR IS REPORTED WITHIN 30 DAYS OF THE CLOSING DATE, THE ACCOUNT WILL BE CONSIDERED CORRECT. PLEASE ADVISE AT ONCE OF ANY CHANGE IN YOUR ADDRESS.

REGIONS BANK

BANK USE ONLY
201 2 2 3411

P O BOX 2787
ANDERSON, SC 29622

00031029 01 AT 0.308 001

PALMETTO STATE ENTERPRISES, LLC
144 RIVER POINT
CLEMSON SC 29631-1049

ACCOUNT NUMBER
38-1900-6052

CLOSING DATE
02/28/2006

EVERYDAY CONFIDENCE

REGIONS ADVANTAGE BUSINESS CHECK

BEGINNING BALANCE	+	DEPOSITS & OTHER CREDITS	-	CHECKS PAID & OTHER DEBITS	-	ACCOUNT CHARGES	=	ENDING BALANCE
9,246.83		889,559.00		892,606.15		15.00		6,184.68

DATE PAID	DESCRIPTION	AMOUNT	BALANCE
01/31	BEGINNING BALANCE		9,246.83
02/01	VISA CHECKCARD TRANSACTIO BREAKERS 3	34.40-	9,212.43
02/02	VISA CHECKCARD TRANSACTIO BREAKERS 3	37.40-	
	VISA CHECKCARD TRANSACTIO THE ESSO CLUB	169.34-	
	VISA CHECKCARD TRANSACTIO SARDI'S DEN	82.63-	8,922.98
50 02/03	VISA CHECKCARD TRANSACTIO HOT SPOT #4002	31.75-	8,891.23
51 02/06	VISA CHECKCARD TRANSACTIO PILOT	26.83-	8,864.40
53 02/13	VISA CHECKCARD TRANSACTIO PILOT	29.98-	

CHECK RECAP

02/15	CHECK # 1030	250.00	

* BREAK IN SEQUENCE NUMBER

DATE PAID	DESCRIPTION	AMOUNT	BALANCE
02/13	VISA CHECKCARD TRANSACTIO PINK PONY	148.00-	← 54
55→	VISA CHECKCARD TRANSACTIO RACEWAY 675	18.53-	8,667.89
02/14	VISA CHECKCARD TRANSACTIO HOUSTON'S 480.	105.14-	8,562.75
02/15	CREDIT MEMO	889,559.00+	
	WIRE TRANS	889,559.00-	
	REG WIRE DEPT		
	WIRE FEE	15.00-	
	REG WIRE DEPT		
	CHECK # 1030	250.00+	
	VISA CHECKCARD TRANSACTIO BREAKERS 3	23.07-	8,274.68
02/21	CHECK # 1032	2,075.00-	6,199.68 ← 56
02/23	VISA CHECKCARD TRANSACTIO PILOT	15.00-	6,184.68

CHECK RECAP

02/21	CHECK # 1032*	2,075.00	

PLEASE EXAMINE AT ONCE. IF NO ERROR IS REPORTED WITHIN 30 DAYS OF THE CLOSING DATE, THE ACCOUNT WILL BE CONSIDERED CORRECT. PLEASE ADVISE AT ONCE OF ANY CHANGE IN YOUR ADDRESS.

REGIONS BANK

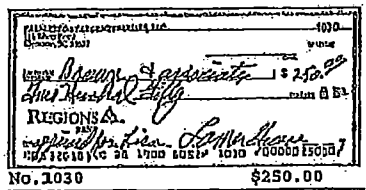
P O BOX 2707
ANDERSON, SC 29622

BANK USE ONLY
201 2 2 34I1

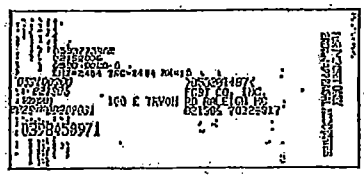
ACCOUNT NUMBER
38-1900-6052

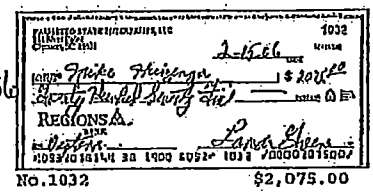
CLOSING DATE
02/28/2006

PALMETTO STATE ENTERPRISES, LLC
144 RIVER POINT
CLEMSON SC 29631-1049



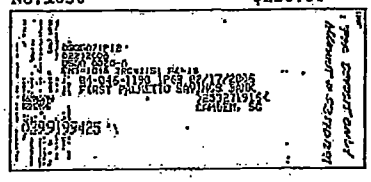
No.1030 $250.00





No.1032 $2,075.00

56



56

000286

REGIONS BANK

BANK USE ONLY
201 4 4 3411

ACCOUNT NUMBER
38-1900-6052

P O BOX 2787
ANDERSON, SC 29622

00032268 01 AT 0.308 001

PALMETTO STATE ENTERPRISES, LLC
144 RIVER POINT
CLEMSON SC 29631-1049

CLOSING DATE
03/31/2006

UNPARALLELED EXPERTISE. A CENTURY OF EXPERIENCE.
COMPREHENSIVE PRODUCTS, FLEXIBLE TERMS.
NEED ANY OTHER REASONS TO CHOOSE REGIONS FOR YOUR NEXT LEASE?

REGIONS ADVANTAGE BUSINESS CHECK

BEGINNING BALANCE	+	DEPOSITS & OTHER CREDITS	-	CHECKS PAID & OTHER DEBITS	-	ACCOUNT CHARGES	=	ENDING BALANCE
6,184.68		2,500.00		4,010.91		15.00		4,658.77

DATE PAID	DESCRIPTION	AMOUNT	BALANCE
02/28	BEGINNING BALANCE		6,184.68
03/01	CHECK # 9507930	200.00-	5,984.68
03/02	VISA CHECKCARD TRANSACTIO JERRY KELLYS	45.01-	
58→	VISA CHECKCARD TRANSACTIO RACEWAY6750	23.00-	5,916.67
03/03	VISA CHECKCARD TRANSACTIO KEITH ST PUB A	22.96-	5,893.71
57→ 03/06	VISA CHECKCARD TRANSACTIO ENTERPRISE REN	82.49-	
	VISA CHECKCARD TRANSACTIO INGLES GAS EXP	24.79-	5,786.43
03/07	VISA CHECKCARD TRANSACTIO RADISSON KENDA	405.78-	
	VISA CHECKCARD TRANSACTIO HOOTERS OF GWI	32.13-	5,348.52
52 03/09	CHECK # 1031	350.00-	4,998.52
59 03/13	VISA CHECKCARD TRANSACTIO SHELL OIL 575	36.48-	
60→	VISA CHECKCARD TRANSACTIO PILOT	28.50-	4,933.54
03/14	CREDIT MEMO	2,500.00+	
03/14	VISA CHECKCARD TRANSACTIO WILCO 905	33.62-	7,399.92
03/16	VISA CHECKCARD TRANSACTIO JERRY KELLYS	52.60-	
	VISA CHECKCARD TRANSACTIO USPS 451003063	9.69-	
	VISA CHECKCARD TRANSACTIO BREAKERS 3	35.23-	7,302.40
03/20	VISA CHECKCARD TRANSACTIO BEAMERS	62.44-	
	VISA CHECKCARD TRANSACTIO PILOT	38.32-	7,201.64
03/21	CHECK # 2355	1,560.00-	← 62
	VISA CHECKCARD TRANSACTIO PILOT	35.93-	5,605.71
03/22	VISA CHECKCARD TRANSACTIO AVIS RENT-A-CA	67.27-	5,538.44 ← 63
03/23	VISA CHECKCARD TRANSACTIO JERRY KELLYS	60.97-	
	VISA CHECKCARD TRANSACTIO PILOT	32.00-	5,445.47
03/27	CHECK # 2353	771.70-	4,673.77 ← 61
03/31	SERVICE CHARGE	15.00-	4,658.77

PLEASE EXAMINE AT ONCE. IF NO ERROR IS REPORTED WITHIN 30 DAYS OF THE CLOSING DATE, THE ACCOUNT WILL BE CONSIDERED CORRECT. PLEASE ADVISE AT ONCE OF ANY CHANGE IN YOUR ADDRESS.

REGIONS BANK

P O BOX 2787
ANDERSON, SC 29622

BANK USE ONLY
201 4 4 3411

ACCOUNT NUMBER
38-1900-6052

CLOSING DATE
03/31/2006

PALMETTO STATE ENTERPRISES, LLC
144 RIVER POINT
CLEMSON SC 29631-1049

52→ No.1031 $350.00

52→

61→ No.2353 $771.70

61→ 043451851 3

62→ No.2355 $1,560.00

62→ 0105285740

No.9507930 $200.00

C00288

REGIONS BANK

BANK USE ONLY
201 1 1 3411

P O BOX 2787
ANDERSON, SC 29622

ACCOUNT NUMBER
38-1900-6052

00032362 01 AT 0.308 001

PALMETTO STATE ENTERPRISES, LLC
144 RIVER POINT
CLEMSON SC 29631-1049

CLOSING DATE
04/28/2006

UNPARALLELED EXPERTISE. A CENTURY OF EXPERIENCE.
COMPREHENSIVE PRODUCTS. FLEXIBLE TERMS.
NEED ANY OTHER REASONS TO CHOOSE REGIONS FOR YOUR NEXT LEASE?

REGIONS ADVANTAGE BUSINESS CHECK

BEGINNING BALANCE	+	DEPOSITS & OTHER CREDITS	-	CHECKS PAID & OTHER DEBITS	-	ACCOUNT CHARGES	=	ENDING BALANCE
4,658.77		2,500.00		4,011.14		15.00		3,132.63

DATE PAID	DESCRIPTION	AMOUNT	BALANCE
03/31	BEGINNING BALANCE		4,658.77
04/06	VISA CHECKCARD TRANSACTIO AMOCO OIL	40.42-	
	VISA CHECKCARD TRANSACTIO CALIFORNIA DRE	47.82-	
	VISA CHECKCARD TRANSACTIO SARDI'S DEN	92.19-	4,478.34
04/13	VISA CHECKCARD TRANSACTIO JERRY KELLYS	58.43-	
	VISA CHECKCARD TRANSACTIO PILOT	36.71-	4,383.20
04/14	VISA CHECKCARD TRANSACTIO MORGANTOWN MUN	107.73-	4,275.47
04/17	VISA CHECKCARD TRANSACTIO MORGANTOWN MUN	39.90-	
	VISA CHECKCARD TRANSACTIO 020275 SHEETZ	53.00-	
	VISA CHECKCARD TRANSACTIO KEGLER'S	44.85-	
	VISA CHECKCARD TRANSACTIO SPARTANBURG DO	118.88-	4,018.84
04/18	CREDIT MEMO	2,500.00+	
	CHECK # 2357	2,500.00-	
	VISA CHECKCARD TRANSACTIO HAMPTON INNS N	201.60-	

DATE PAID	DESCRIPTION	AMOUNT	BALANCE
04/18	VISA CHECKCARD TRANSACTIO HAMPTON INNS N	260.96-	3,556.28
04/20	VISA CHECKCARD TRANSACTIO JERRY KELLYS	40.74-	
	VISA CHECKCARD TRANSACTIO HOT SPOT 7003	31.56-	3,475.98
04/21	VISA CHECKCARD TRANSACTIO HOT SPOT #2022	44.94-	3,431.04 ← 64
04/24	VISA CHECKCARD TRANSACTIO EAST PARK PRIN	49.65-	
65→	VISA CHECKCARD TRANSACTIO THE TOWNE HOUS	20.66-	
66→	VISA CHECKCARD TRANSACTIO EAT N PARK	29.24-	
	VISA CHECKCARD TRANSACTIO THE UPS STORE	27.17-	3,304.32
04/25	VISA CHECKCARD TRANSACTIO JERRY KELLYS	19.47-	3,284.85
04/26	VISA CHECKCARD TRANSACTIO PILOT	45.69-	3,239.16
04/27	VISA CHECKCARD TRANSACTIO EVANGELINE S	59.87-	3,179.29 ← 67
04/28	VISA CHECKCARD TRANSACTIO EAST PARK PRIN	31.66-	
	SERVICE CHARGE	15.00-	3,132.63

PLEASE EXAMINE AT ONCE. IF NO ERROR IS REPORTED WITHIN 30 DAYS OF THE CLOSING DATE, THE ACCOUNT WILL BE CONSIDERED CORRECT. PLEASE ADVISE AT ONCE OF ANY CHANGE IN YOUR ADDRESS.

REGIONS BANK

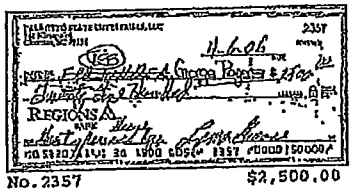
BANK USE ONLY
201 1 1 34I1

P O BOX 2787
ANDERSON, SC 29622

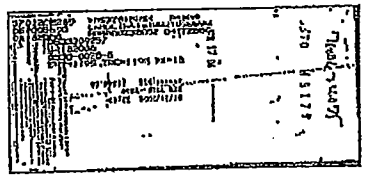
ACCOUNT NUMBER
38-1900-6052

CLOSING DATE
04/28/2006

PALMETTO STATE ENTERPRISES, LLC
144 RIVER POINT
CLEMSON SC 29631-1049



No. 2357 $2,500.00



C00293

REGIONS BANK

BANK USE ONLY
201 1 1 3411

ACCOUNT NUMBER
38-1900-6052

P O BOX 2787
ANDERSON, SC 29622

00032947 01 AT 0.308 001

PALMETTO STATE ENTERPRISES, LLC
144 RIVER POINT
CLEMSON SC 29631-1049

CLOSING DATE
05/31/2006

EVERYDAY CONFIDENCE

REGIONS ADVANTAGE BUSINESS CHECK

BEGINNING BALANCE	+	DEPOSITS & OTHER CREDITS	-	CHECKS PAID & OTHER DEBITS	-	ACCOUNT CHARGES	=	ENDING BALANCE
3,132.63		6,500.00		10,075.22		201.00		643.59-

DATE PAID	DESCRIPTION	AMOUNT	BALANCE
04/28	BEGINNING BALANCE		3,132.63
05/01	VISA CHECKCARD TRANSACTIO TRI-COUNTY ACE	104.97-	
	VISA CHECKCARD TRANSACTIO ORB*AP120101FM	13.98-	
	VISA CHECKCARD TRANSACTIO ECKERD DRUGS #	106.33-	2,907.35
05/02	VISA CHECKCARD TRANSACTIO AMERICAN AIR00	737.80-	
	VISA CHECKCARD TRANSACTIO AMERICAN AIR00	737.80-	1,431.75
05/03	CHECK # 2358	1,234.50-	
	VISA CHECKCARD TRANSACTIO RACEWAY6754	39.79-	157.36
05/04	VISA CHECKCARD TRANSACTIO PILOT	35.75-	121.63
05/05	VISA CHECKCARD TRANSACTIO HOUSTON'S 404.	138.24-	
	VISA CHECKCARD TRANSACTIO CALIFORNIA DRE	42.10-	
	OVERDRAFT FEE	62.00-	120.71-
05/08	DEPOSIT	3,000.00+	2,879.29
05/16	VISA CHECKCARD TRANSACTIO PALMS	43.68-	2,835.61
05/18	VISA CHECKCARD TRANSACTIO AMOCO OIL	40.16-	
05/10	VISA CHECKCARD TRANSACTIO JERRY KELLYS	21.36-	2,774.09
05/19	VISA CHECKCARD TRANSACTIO GARDI'S DEN	39.83-	2,734.26
05/22	VISA CHECKCARD TRANSACTIO PALMS	43.73-	2,690.53
05/23	VISA CHECKCARD TRANSACTIO GREAT BEACH VA	597.30-	
	VISA CHECKCARD TRANSACTIO RACEWAY6750	22.82-	2,070.41
05/24	VISA CHECKCARD TRANSACTIO RACEWAY6750	32.32-	2,038.09
05/25	VISA CHECKCARD TRANSACTIO CALIFORNIA DRE	74.85-	
	VISA CHECKCARD TRANSACTIO HOT SPOT 7003	31.08-	1,932.16
05/26	DEPOSIT	3,500.00+	
	VISA CHECKCARD TRANSACTIO PALMS	29.92-	5,402.24
05/30	VISA CHECKCARD TRANSACTIO GREAT BEACH VA	4,114.63-	
	VISA CHECKCARD TRANSACTIO HARRIS TEETER	104.21-	
	VISA CHECKCARD TRANSACTIO ENTERPRISE REN	211.10-	
	VISA CHECKCARD TRANSACTIO ENTERPRISE REN	97.17-	

PLEASE EXAMINE AT ONCE. IF NO ERROR IS REPORTED WITHIN 30 DAYS OF THE CLOSING DATE, THE ACCOUNT WILL BE CONSIDERED CORRECT. PLEASE ADVISE AT ONCE OF ANY CHANGE IN YOUR ADDRESS.

REGIONS BANK

BANK USE ONLY
201 1 1 3411

P O BOX 2787
ANDERSON, SC 29622

ACCOUNT NUMBER
38-1900-6052

CLOSING DATE
05/31/2006

PALMETTO STATE ENTERPRISES, LLC
144 RIVER POINT
CLEMSON SC 29631-1049

DATE PAID	DESCRIPTION	AMOUNT	BALANCE
05/30	VISA CHECKCARD TRANSACTIO ISLE OF PALM'S	27.11-	← 82
	VISA CHECKCARD TRANSACTIO THE BOATHOUSE	74.94-	← 83
	VISA CHECKCARD TRANSACTIO THE BOATHOUSE	60.00-	← 84
	VISA CHECKCARD TRANSACTIO THE BOATHOUSE	205.50-	← 85
	VISA CHECKCARD TRANSACTIO AMOCO OIL	23.96-	← 86
	CHECK RECAP		
05/03	CHECK # 2350	1,234.58	
	* BREAK IN SEQUENCE NUMBER		

DATE PAID	DESCRIPTION	AMOUNT	BALANCE
05/30	VISA CHECKCARD TRANSACTIO CHAFFEURS UNLI	100.00-	← 87
	VISA CHECKCARD TRANSACTIO HIGH COTTON	611.90-	← 88
	VISA CHECKCARD TRANSACTIO MT PLEASANT #1	114.44-	← 89
	VISA CHECKCARD TRANSACTIO SHELL OIL 539	40.56-	← 90
	VISA CHECKCARD TRANSACTIO CLANRYS LIQUOR	121.31-	← 91
	OVERDRAFT FEE	124.00-	628.59-
05/31	SERVICE CHARGE	15.00-	643.59-
	CHECK RECAP		

REGIONS BANK

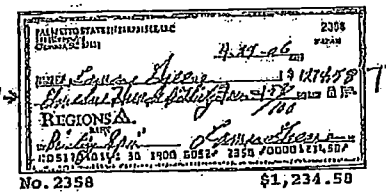
BANK USE ONLY
201 1 1 34II

P O BOX 2787
ANDERSON, SC 29622

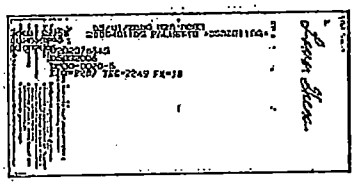
ACCOUNT NUMBER
38-1900-6052

CLOSING DATE
05/31/2006

PALMETTO STATE ENTERPRISES, LLC
144 RIVER POINT
CLEMSON SC 29631-1049



No. 2358 $1,234.58



REGIONS BANK

BANK USE ONLY
201 0 0 3411

P O BOX 2787
ANDERSON, SC 29622

00032695 01 AT 0.308 001

PALMETTO STATE ENTERPRISES, LLC
144 RIVER POINT
CLEMSON SC 29631-1049

ACCOUNT NUMBER
30-1900-6052

CLOSING DATE
06/30/2006

EVERYDAY CONFIDENCE

REGIONS ADVANTAGE BUSINESS CHECK

BEGINNING BALANCE	+	DEPOSITS & OTHER CREDITS	-	CHECKS PAID & OTHER DEBITS	-	ACCOUNT CHARGES	=	ENDING BALANCE
643.59-		2,500.00		590.71		15.00		1,250.70

DATE PAID	DESCRIPTION	AMOUNT	BALANCE
05/31	BEGINNING BALANCE		643.59-
06/07	DEPOSIT	2,500.00+	1,856.41
92→ 06/09	VISA CHECKCARD TRANSACTIO SAVE MORE #208	33.38-	1,823.03
93→ 06/12	VISA CHECKCARD TRANSACTIO RACEWAY6750	41.38-	1,781.65
94 06/16	VISA CHECKCARD TRANSACTIO CLEMSON CLEANE	15.11-	1,766.54
95→ 06/19	VISA CHECKCARD TRANSACTIO TIKI HUT INC	72.75-	1,693.79
06/22	VISA CHECKCARD TRANSACTIO SARDI'S DEN	107.09-	

CHECK RECAP

* BREAK IN SEQUENCE NUMBER

DATE PAID	DESCRIPTION	AMOUNT	BALANCE
06/22	VISA CHECKCARD TRANSACTIO PILOT	34.45-	1,552.25
06/26	VISA CHECKCARD TRANSACTIO HURPHY 6782 @	60.00-	← 96
97→	VISA CHECKCARD TRANSACTIO RACEWAY6750	39.14-	1,453.11
06/28	VISA CHECKCARD TRANSACTIO SHELL OIL 575	31.75-	
	VISA CHECKCARD TRANSACTIO CALIFORNIA DRE	77.69-	
	VISA CHECKCARD TRANSACTIO JERRY KELLYS	13.77-	1,329.90
06/29	VISA CHECKCARD TRANSACTIO PILOT	37.36-	1,292.54
06/30	VISA CHECKCARD TRANSACTIO PILOT	26.84-	← 98
	SERVICE CHARGE	15.00-	1,250.70

CHECK RECAP

PLEASE EXAMINE AT ONCE. IF NO ERROR IS REPORTED WITHIN 30 DAYS OF THE CLOSING DATE, THE ACCOUNT WILL BE CONSIDERED CORRECT. PLEASE ADVISE AT ONCE OF ANY CHANGE IN YOUR ADDRESS.

REGIONS BANK

BANK USE ONLY
201 0 0 3411

ACCOUNT NUMBER
38-1900-6052

P O BOX 937
GAINESVILLE GA 30503

00032270 01 AT 0.308 001

PALMETTO STATE ENTERPRISES, LLC
144 RIVER POINT
CLEMSON SC 29631-1049

CLOSING DATE
07/31/2006

LOW ON CHECKS? LOG ON TO REGIONS.COM FOR AN EASY AND CONVENIENT WAY TO RE-ORDER. CHOOSE FROM AN ASSORTMENT OF CHECKS, LEATHER COVERS, LABELS AND OTHER PRODUCTS. REGIONS.COM -- SECURE AND CONVENIENT WITH A VARIETY OF PRODUCTS. TRY IT TODAY!

REGIONS ADVANTAGE BUSINESS CHECK

BEGINNING BALANCE	+	DEPOSITS & OTHER CREDITS	-	CHECKS PAID & OTHER DEBITS	-	ACCOUNT CHARGES	=	ENDING BALANCE
1,250.70		4,082.67		1,393.58		15.00		3,924.79

DATE PAID	DESCRIPTION	AMOUNT	BALANCE
06/30	BEGINNING BALANCE		1,250.70
07/03	VISA CHECKCARD TRANSACTIO CALIFORNIA DRE	15.85-	
	VISA CHECKCARD TRANSACTIO THE UPS STORE	22.04-	
	VISA CHECKCARD TRANSACTIO RACEWAY6750	32.07-	1,180.74
07/06	VISA CHECKCARD TRANSACTIO JERRY KELLYS	15.77-	
	VISA CHECKCARD TRANSACTIO WAL-MART #1286	161.26-	1,003.71
99→ 07/07	VISA CHECKCARD TRANSACTIO BUMPERS 16	44.72-	958.99
100 07/10	VISA CHECKCARD TRANSACTIO CIRCLE K 05141	44.40-	914.59
07/12	VISA CHECKCARD TRANSACTIO FLYING J/CFJ	44.10-	870.49
101 07/13	VISA CHECKCARD TRANSACTIO ENTERPRISE REN	68.04+	
102→	VISA CHECKCARD TRANSACTIO ENTERPRISE REN	136.08-	
103→	VISA CHECKCARD TRANSACTIO SHONEY'S OF DU	10.73-	
104→	VISA CHECKCARD TRANSACTIO HUGSHOTS GRILL	49.35-	742.37
07/14	VISA CHECKCARD TRANSACTIO JERRY KELLYS	46.66-	

DATE PAID	DESCRIPTION	AMOUNT	BALANCE
07/14	VISA CHECKCARD TRANSACTIO PILOT	34.11-	
105→	VISA CHECKCARD TRANSACTIO BP OIL	44.74-	615.86
07/17	VISA CHECKCARD TRANSACTIO GREAT BEACH VA	4,014.63+	←106
	VISA CHECKCARD TRANSACTIO RUBY TUESDAY #	54.37-	←108
	VISA CHECKCARD TRANSACTIO SUNOCO SVC STA	43.68-	←107
109→	VISA CHECKCARD TRANSACTIO BLUE OCEAN SEA	11.84-	4,521.60
07/20	VISA CHECKCARD TRANSACTIO SARDI'S DEN	123.46-	4,398.14
07/21	VISA CHECKCARD TRANSACTIO JERRY KELLYS	25.63-	
	VISA CHECKCARD TRANSACTIO HOT SPOT 7003	39.00-	4,333.51
07/24	VISA CHECKCARD TRANSACTIO HERTZ RENT-A-C	115.48-	4,210.03 ←110
07/26	VISA CHECKCARD TRANSACTIO USPS 451803038	14.40-	4,203.63
07/27	VISA CHECKCARD TRANSACTIO PIXIE AND BILL	133.48-	4,070.15 ←111
07/28	VISA CHECKCARD TRANSACTIO HOT SPOT 7001	27.32-	4,042.83 ←112

PLEASE EXAMINE AT ONCE. IF NO ERROR IS REPORTED WITHIN 30 DAYS OF THE CLOSING DATE, THE ACCOUNT WILL BE CONSIDERED CORRECT. PLEASE ADVISE AT ONCE OF ANY CHANGE IN YOUR ADDRESS.

REGIONS BANK

BANK USE ONLY
201 0 0 3411

P O BOX 937
GAINESVILLE GA 30503

ACCOUNT NUMBER
38-1900-6052

CLOSING DATE
07/31/2006

PALMETTO STATE ENTERPRISES, LLC
144 RIVER POINT
CLEMSON SC 29631-1049

DATE PAID	DESCRIPTION	AMOUNT	BALANCE
07/31	VISA CHECKCARD TRANSACTIO JERRY KELLYS	56.54-	
	CHECK RECAP		
	* BREAK IN SEQUENCE NUMBER		

DATE PAID	DESCRIPTION	AMOUNT	BALANCE
07/31	VISA CHECKCARD TRANSACTIO SUNOCO SVC STA	46.50-	
	SERVICE CHARGE	15.00-	3,924.79
	CHECK RECAP		

REGIONS BANK

BANK USE ONLY
201 1 1 3411

ACCOUNT NUMBER
38-1900-6052

P O BOX 937
GAINESVILLE GA 30503

00032682 01 AT 0.308 001

PALMETTO STATE ENTERPRISES, LLC
144 RIVER POINT
CLEMSON SC 29631-1049

CLOSING DATE
08/31/2006

EVERYDAY CONFIDENCE

REGIONS ADVANTAGE BUSINESS CHECK

BEGINNING BALANCE	+	DEPOSITS & OTHER CREDITS	-	CHECKS PAID & OTHER DEBITS	-	ACCOUNT CHARGES	=	ENDING BALANCE
3,924.79		87,655.00		88,772.56		101.88		2,705.35

DATE PAID	DESCRIPTION	AMOUNT	BALANCE
07/31	BEGINNING BALANCE		3,924.79
08/02	NSF FEE	31.00-	
	CHECK # 2365	44,000.00-	40,106.21-
08/03	VISA CHECKCARD TRANSACTIO HOT SPOT 7003	25.06-	
	OVERDRAFT FEE	31.00-	40,162.27-
08/07	LOAN PROCEEDS	44,000.00+	3,837.73
08/10	VISA CHECKCARD TRANSACTIO USPS 451803063	14.40-	
	VISA CHECKCARD TRANSACTIO PILOT	21.04-	3,802.29
113 08/11	VISA CHECKCARD TRANSACTIO SUNOCO SVC STA	31.16-	3,771.13
114 08/14	VISA CHECKCARD TRANSACTIO AMOCO OIL	40.47-	
115	VISA CHECKCARD TRANSACTIO POT BELLY DELI	16.45-	3,706.21
08/15	DEPOSIT	43,655.00+	47,361.21
08/18	RETURN ITEM FEE	6.00-	

CHECK RECAP

08/02	CHECK # 2365	44,000.00	

* BREAK IN SEQUENCE NUMBER

DATE PAID	DESCRIPTION	AMOUNT	BALANCE
08/18	DEPOSIT ITEM RETURNED	43,655.00-	
	VISA CHECKCARD TRANSACTIO PILOT	37.93-	3,662.28 ← 116
08/21	VISA CHECKCARD TRANSACTIO SHELL OIL 539	47.83-	3,614.45 ← 117
08/23	VISA CHECKCARD TRANSACTIO PETRO EXPRESS	34.25-	3,580.20
08/24	VISA CHECKCARD TRANSACTIO THE UPS STORE	662.98-	
	VISA CHECKCARD TRANSACTIO JERRY KELLYS	24.44-	2,892.78
08/28	VISA CHECKCARD TRANSACTIO SHELL OIL 539	48.14-	2,844.64 ← 118
08/29	VISA CHECKCARD TRANSACTIO RACEWAY6750	27.08-	2,817.56
08/30	VISA CHECKCARD TRANSACTIO PIXIE AND BILL	78.33-	2,739.23 ← 119
08/31	NEGATIVE COLL BAL FEE	18.88-	
	SERVICE CHARGE	15.00-	2,705.35

CHECK RECAP

PLEASE EXAMINE AT ONCE. IF NO ERROR IS REPORTED WITHIN 30 DAYS OF THE CLOSING DATE, THE ACCOUNT WILL BE CONSIDERED CORRECT. PLEASE ADVISE AT ONCE OF ANY CHANGE IN YOUR ADDRESS.

REGIONS BANK

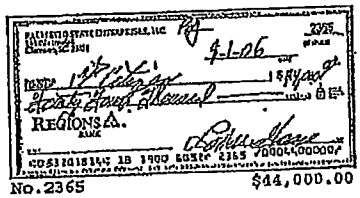
P O BOX 937
GAINESVILLE GA 30503

BANK USE ONLY
201 1 1 3411

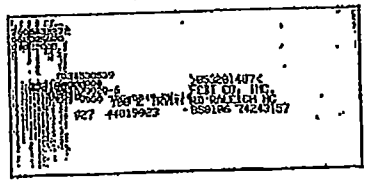
ACCOUNT NUMBER
38-1900-6052

CLOSING DATE
08/31/2006

PALMETTO STATE ENTERPRISES, LLC
144 RIVER POINT
CLEMSON SC 29631-1049



No.2365 $44,000.00



REGIONS BANK

P. O. BOX 681
BIRMINGHAM, AL 35201-0681

BANK USE ONLY
201 0 0 34I1

ACCOUNT NUMBER
38-1900-6052

CLOSING DATE
09/29/2006

PALMETTO STATE ENTERPRISES, LLC
144 RIVER POINT
CLEMSON SC 29631-1049

EVERYDAY CONFIDENCE

REGIONS ADVANTAGE BUSINESS CHECK

BEGINNING BALANCE	+	DEPOSITS & OTHER CREDITS	-	CHECKS PAID & OTHER DEBITS	-	ACCOUNT CHARGES	=	ENDING BALANCE
2,705.35		.00		1,725.22		15.00		965.13

DATE PAID	DESCRIPTION	AMOUNT	BALANCE
08/31	BEGINNING BALANCE		2,705.35
09/01	VISA CHECKCARD TRANSACTIO JERRY KELLYS	47.77-	2,657.58
09/05	VISA CHECKCARD TRANSACTIO PILOT	41.61-	
	VISA CHECKCARD TRANSACTIO Ryans #302	22.22-	
	VISA CHECKCARD TRANSACTIO WHITNEY HOTLE	160.79-	2,432.96
09/06	VISA CHECKCARD TRANSACTIO KFC #149	33.33-	2,399.63
09/07	VISA CHECKCARD TRANSACTIO HOT SPOT 7003	31.42-	2,368.21
09/11	VISA CHECKCARD TRANSACTIO ENTERPRISE REN	164.97-	
	VISA CHECKCARD TRANSACTIO SUNOCO SVC STA	37.08-	
	VISA CHECKCARD TRANSACTIO WHITNEY HOTLE	211.28-	
	CHECK RECAP		
	* BREAK IN SEQUENCE NUMBER		

DATE PAID	DESCRIPTION	AMOUNT	BALANCE
09/11	VISA CHECKCARD TRANSACTIO OUR PLACE	55.35-	1,899.52
09/13	VISA CHECKCARD TRANSACTIO RACEWAY6750	38.13-	1,861.39
09/14	VISA CHECKCARD TRANSACTIO PILOT	23.41-	1,837.98
09/18	VISA CHECKCARD TRANSACTIO MARRIOTT COLUM	375.85-	
	VISA CHECKCARD TRANSACTIO SUNOCO SVC STA	34.16-	1,427.97
09/22	VISA CHECKCARD TRANSACTIO JERRY KELLYS	28.46-	1,399.51
09/25	VISA CHECKCARD TRANSACTIO MARRIOTT COLUM	287.99-	
	VISA CHECKCARD TRANSACTIO MARRIOTT COLUM	13.03-	
	VISA CHECKCARD TRANSACTIO BEST WESTERN C	89.59-	
	VISA CHECKCARD TRANSACTIO RACEWAY6752	28.77-	980.13
09/29	SERVICE CHARGE	15.00-	965.13
	CHECK RECAP		

PLEASE EXAMINE AT ONCE. IF NO ERROR IS REPORTED WITHIN 30 DAYS OF THE CLOSING DATE, THE ACCOUNT WILL BE CONSIDERED CORRECT. PLEASE ADVISE AT ONCE OF ANY CHANGE IN YOUR ADDRESS.

REGIONS BANK

BANK USE ONLY
201 0 0 3411

P O BOX 937
GAINESVILLE GA 30503

00033862 01 AT 0.308 001

PALMETTO STATE ENTERPRISES, LLC
144 RIVER POINT
CLEMSON SC 29631-1049

ACCOUNT NUMBER
38-1900-6052

CLOSING DATE
10/31/2006

EVERYDAY CONFIDENCE

REGIONS ADVANTAGE BUSINESS CHECK

BEGINNING BALANCE	+	DEPOSITS & OTHER CREDITS	-	CHECKS PAID & OTHER DEBITS	-	ACCOUNT CHARGES	=	ENDING BALANCE
965.13		9,754.69		2,293.18		15.00		8,411.64

DATE PAID	DESCRIPTION	AMOUNT	BALANCE
09/29	BEGINNING BALANCE		965.13
10/02	VISA CHECKCARD TRANSACTIO PILOT	35.19-	929.94
10/05	VISA CHECKCARD TRANSACTIO PILOT	26.81-	903.13
10/10	DEPOSIT	2,000.00+	
	VISA CHECKCARD TRANSACTIO MARRIOTT COLUM	298.03-	
	VISA CHECKCARD TRANSACTIO RACEWAY6751	10.89-	
	VISA CHECKCARD TRANSACTIO PILOT	29.59-	2,564.62
10/12	VISA CHECKCARD TRANSACTIO OLD CASTLE LAW	1,066.36-	
	VISA CHECKCARD TRANSACTIO JERRY KELLYS	40.10-	1,458.16
10/13	LOAN PROCEEDS	7,754.69+	9,212.85

120

CHECK RECAP

* BREAK IN SEQUENCE NUMBER

DATE PAID	DESCRIPTION	AMOUNT	BALANCE
10/16	VISA CHECKCARD TRANSACTIO MARRIOTT COLUM	263.65-	
	VISA CHECKCARD TRANSACTIO SUNOCO SVC STA	32.69-	
	VISA CHECKCARD TRANSACTIO PILOT	22.51-	8,894.00
10/24	VISA CHECKCARD TRANSACTIO UNITED RENTALS	91.02-	8,802.98
10/30	VISA CHECKCARD TRANSACTIO SHELL OIL 206	31.29-	
	VISA CHECKCARD TRANSACTIO WHITNEY HOTLE	155.79-	
	VISA CHECKCARD TRANSACTIO WHITNEY HOTLE	155.79-	8,460.11
10/31	VISA CHECKCARD TRANSACTIO AMOCO OIL	33.47-	
	SERVICE CHARGE	15.00-	8,411.64

CHECK RECAP

PLEASE EXAMINE AT ONCE. IF NO ERROR IS REPORTED WITHIN 30 DAYS OF THE CLOSING DATE, THE ACCOUNT WILL BE CONSIDERED CORRECT. PLEASE ADVISE AT ONCE OF ANY CHANGE IN YOUR ADDRESS.

REGIONS BANK

BANK USE ONLY
201 0 0 3411

ACCOUNT NUMBER
38-1900-6052

P O BOX 937
GAINESVILLE GA 30503

00033442 01 AT 0.308 001

PALMETTO STATE ENTERPRISES, LLC
144 RIVER POINT
CLEMSON SC 29631-1049

CLOSING DATE
11/30/2006

EVERYDAY CONFIDENCE

REGIONS ADVANTAGE BUSINESS CHECK

BEGINNING BALANCE	+	DEPOSITS & OTHER CREDITS	-	CHECKS PAID & OTHER DEBITS	-	ACCOUNT CHARGES	=	ENDING BALANCE
8,411.64		10,381.60		2,648.57		.00		16,144.67

DATE PAID	DESCRIPTION	AMOUNT	BALANCE
10/31	BEGINNING BALANCE		8,411.64
11/02	VISA CHECKCARD TRANSACTIO JERRY KELLYS	55.49-	
	VISA CHECKCARD TRANSACTIO HOT SPOT 7003	23.22-	8,332.93
11/06	VISA CHECKCARD TRANSACTIO GALT HOUSE HOT	489.15-	
	VISA CHECKCARD TRANSACTIO WHITNEY HOTLE	155.79-	7,687.99
11/08	VISA CHECKCARD TRANSACTIO SUNOCO SVC STA	30.81-	7,657.18
11/09	VISA CHECKCARD TRANSACTIO JERRY KELLYS	37.40-	
	VISA CHECKCARD TRANSACTIO HOT SPOT 7003	16.16-	7,603.62
11/10	VISA CHECKCARD TRANSACTIO BOSTON BEANERY	73.56-	7,530.06
121 11/13	VISA CHECKCARD TRANSACTIO RAFFERTY'S #59	39.01-	
	VISA CHECKCARD TRANSACTIO VERIZON WRLS O	336.46-	7,153.79

DATE PAID	DESCRIPTION	AMOUNT	BALANCE
11/14	CREDIT MEMO	10,381.60+	17,535.39
11/16	VISA CHECKCARD TRANSACTIO JERRY KELLYS	39.88-	
	VISA CHECKCARD TRANSACTIO AMOCO OIL	34.89-	17,460.62
11/20	VISA CHECKCARD TRANSACTIO CLARION TOWN H	156.39-	
122→	VISA CHECKCARD TRANSACTIO HOT SPOT 7003	28.84-	17,275.39
11/22	VISA CHECKCARD TRANSACTIO HOT SPOT #4002	15.91-	17,259.48
11/24	VISA CHECKCARD TRANSACTIO JERRY KELLYS	54.60-	17,204.88
11/27	VISA CHECKCARD TRANSACTIO PALMS	31.43-	17,173.37 ← 123
11/29	VISA CHECKCARD TRANSACTIO BELLSOUTH	918.14-	16,255.23 ← 124
11/30	VISA CHECKCARD TRANSACTIO WILD HARE SPOR	85.54-	← 125

PLEASE EXAMINE AT ONCE. IF NO ERROR IS REPORTED WITHIN 30 DAYS OF THE CLOSING DATE, THE ACCOUNT WILL BE CONSIDERED CORRECT. PLEASE ADVISE AT ONCE OF ANY CHANGE IN YOUR ADDRESS.

REGIONS BANK

BANK USE ONLY
201 0 0 3411

P O BOX 937
GAINESVILLE GA 30503

ACCOUNT NUMBER
38-1900-6052

CLOSING DATE
11/30/2006

PALMETTO STATE ENTERPRISES, LLC
144 RIVER POINT
CLEMSON SC 29631-1049

DATE PAID	DESCRIPTION	AMOUNT	BALANCE
11/30	VISA CHECKCARD TRANSACTIO	25.02-	16,144.67
	CHECK RECAP		
	* BREAK IN SEQUENCE NUMBER		

DATE PAID	DESCRIPTION	AMOUNT	BALANCE
11/30	PUBLIX 067		
	CHECK RECAP		

REGIONS BANK

BANK USE ONLY
201 1 1 3411

ACCOUNT NUMBER
38-1900-6052

P O BOX 937
GAINESVILLE GA 30503

00033553 01 AT 0.308 001

PALMETTO STATE ENTERPRISES, LLC
144 RIVER POINT
CLEMSON SC 29631-1049

CLOSING DATE
12/29/2006

EVERYDAY CONFIDENCE

REGIONS ADVANTAGE BUSINESS CHECK

BEGINNING BALANCE	+	DEPOSITS & OTHER CREDITS	-	CHECKS PAID & OTHER DEBITS	-	ACCOUNT CHARGES	=	ENDING BALANCE
16,144.67		1,673.34		11,984.28		.00		5,833.73

DATE PAID	DESCRIPTION	AMOUNT	BALANCE
11/30	BEGINNING BALANCE		16,144.67
126 12/01	VISA CHECKCARD TRANSACTIO LIBERTY TAPROO	46.50-	
127→	VISA CHECKCARD TRANSACTIO PILOT	33.03-	16,065.14
12/04	VISA CHECKCARD TRANSACTIO COMFORT INN VA	89.59-	15,975.55
12/07	VISA CHECKCARD TRANSACTIO JERRY KELLYS	30.21-	
	VISA CHECKCARD TRANSACTIO SUNOCO SVC STA	29.08-	15,908.26
12/08	VISA CHECKCARD TRANSACTIO PAPPADEAUX SEA	89.80-	
128→	VISA CHECKCARD TRANSACTIO MAIN COURSE RE	35.75-	15,782.71
129 12/11	VISA CHECKCARD TRANSACTIO USAIRWAYS 03	717.60-	
130→	VISA CHECKCARD TRANSACTIO USAIRWAYS 03	717.60-	
131→	VISA CHECKCARD TRANSACTIO RACO	34.50-	
	CHECK RECAP		
	* BREAK IN SEQUENCE NUMBER		

DATE PAID	DESCRIPTION	AMOUNT	BALANCE
12/11	VISA CHECKCARD TRANSACTIO BANDA SVCFEE00	40.00-	←132
133→	VISA CHECKCARD TRANSACTIO BANDA SVCFEE00	40.00-	14,233.01
12/12	VISA CHECKCARD TRANSACTIO DOLLAR-GENERAL	10.07-	14,222.94 ←134
12/13	VISA CHECKCARD TRANSACTIO RACEWAY 674	28.50-	14,194.44
12/14	VISA CHECKCARD TRANSACTIO PETRO EXPRESS	32.50-	14,161.94
12/15	VISA CHECKCARD TRANSACTIO JERRY KELLYS	26.00-	14,135.94
12/18	CHECK # 1769418	6,298.50-	7,837.44 ←135
12/19	VISA CHECKCARD TRANSACTIO COGDILL CARPET	1,673.34+	
	VISA CHECKCARD TRANSACTIO COGDILL CARPET	1,673.34-	
	VISA CHECKCARD TRANSACTIO COGDILL CARPET	1,977.58-	5,859.86
12/22	VISA CHECKCARD TRANSACTIO SUNOCO SVC STA	26.13-	5,833.73 ←136
	CHECK RECAP		

PLEASE EXAMINE AT ONCE. IF NO ERROR IS REPORTED WITHIN 30 DAYS OF THE CLOSING DATE, THE ACCOUNT WILL BE CONSIDERED CORRECT. PLEASE ADVISE AT ONCE OF ANY CHANGE IN YOUR ADDRESS.

REGIONS BANK

P O BOX 937
GAINESVILLE GA 30503

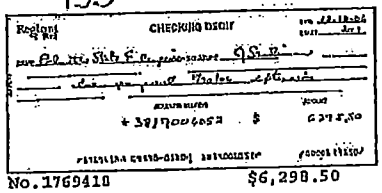
BANK USE ONLY
201 1 1-3411

ACCOUNT NUMBER
38-1900-6052

CLOSING DATE
12/29/2006

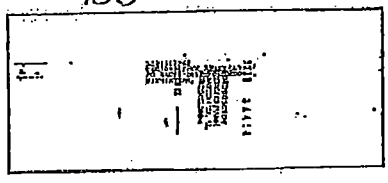
PALMETTO STATE ENTERPRISES, LLC
144 RIVER POINT
CLEMSON SC 29631-1049

135



No.1769410 $6,298.50

135



REGIONS BANK

P. O. BOX 681
BIRMINGHAM, AL 35201-0681

BANK USE ONLY
201 0 0 34I1

ACCOUNT NUMBER
38-1900-6052

CLOSING DATE
01/31/2007

PALMETTO STATE ENTERPRISES, LLC
144 RIVER POINT
CLEMSON SC 29631-1049

EVERYDAY CONFIDENCE

REGIONS ADVANTAGE BUSINESS CHECK

BEGINNING BALANCE	+	DEPOSITS & OTHER CREDITS	-	CHECKS PAID & OTHER DEBITS	-	ACCOUNT CHARGES	=	ENDING BALANCE
5,833.73		.00		2,080.04		15.00		3,738.69

DATE PAID	DESCRIPTION	AMOUNT	BALANCE
12/29	BEGINNING BALANCE		5,833.73
137 01/05	VISA CHECKCARD TRANSACTIO SUNOCO SVC STA	34.73-	5,799.00
01/08	VISA CHECKCARD TRANSACTIO VERIZON WRLS	218.31-	
	VISA CHECKCARD TRANSACTIO SUNOCO SVC STA	28.35-	5,552.34
01/12	VISA CHECKCARD TRANSACTIO JERRY KELLYS	36.54-	
	VISA CHECKCARD TRANSACTIO PILOT	22.00-	5,493.80
138 01/16	VISA CHECKCARD TRANSACTIO HAMPTON INN &	115.67-	
139→	VISA CHECKCARD TRANSACTIO WILD WING CAFE	27.56-	5,350.57

CHECK RECAP

* BREAK IN SEQUENCE NUMBER

DATE PAID	DESCRIPTION	AMOUNT	BALANCE
01/19	VISA CHECKCARD TRANSACTIO PILOT	29.62-	5,320.95 ← 140
01/22	VISA CHECKCARD TRANSACTIO PILOT	30.39-	5,290.56 141
01/23	VISA CHECKCARD TRANSACTIO PILOT	19.03-	5,271.53
01/24	VISA CHECKCARD TRANSACTIO PILOT	25.72-	
	VISA CHECKCARD TRANSACTIO PILOT	20.35-	5,225.46
01/25	VISA CHECKCARD TRANSACTIO COGDILL CARPET	1,397.64-	3,827.82
01/26	VISA CHECKCARD TRANSACTIO SUNOCO SVC STA	23.92-	3,803.90 142
01/31	VISA CHECKCARD TRANSACTIO SUNOCO SVC STA	50.21-	
	SERVICE CHARGE	15.00-	3,738.69

CHECK RECAP

PLEASE EXAMINE AT ONCE. IF NO ERROR IS REPORTED WITHIN 30 DAYS OF THE CLOSING DATE, THE ACCOUNT WILL BE CONSIDERED CORRECT. PLEASE ADVISE AT ONCE OF ANY CHANGE IN YOUR ADDRESS.

REGIONS BANK

P. O. BOX 681
BIRMINGHAM, AL 35201-0681

BANK USE ONLY
201 0 0 34I1

ACCOUNT NUMBER
38-1900-6052

CLOSING DATE
02/28/2007

PALMETTO STATE ENTERPRISES, LLC
144 RIVER POINT
CLEMSON SC 29631-1049

EVERYDAY CONFIDENCE

REGIONS ADVANTAGE BUSINESS CHECK

BEGINNING BALANCE	+	DEPOSITS & OTHER CREDITS	-	CHECKS PAID & OTHER DEBITS	-	ACCOUNT CHARGES	=	ENDING BALANCE
3,738.69		.00		731.80		15.00		2,991.89

DATE PAID	DESCRIPTION	AMOUNT	BALANCE
01/31	BEGINNING BALANCE		3,738.69
02/08	VISA CHECKCARD TRANSACTIO	62.37-	3,676.32
1143	LOGAN'S ROADHO		
*02/09	VISA CHECKCARD TRANSACTIO	77.53-	
1147	RED LOBSTER US		
	VISA CHECKCARD TRANSACTIO	35.58-	3,563.21
	BEAMERS		
02/12	VISA CHECKCARD TRANSACTIO	58.43-	
	THE OLIVE GARD		
1145*	VISA CHECKCARD TRANSACTIO	46.04-	
	SHELL OIL 9100		
	VISA CHECKCARD TRANSACTIO	42.28-	3,416.46
	RACETRAC495		
	CHECK RECAP		
	* BREAK IN SEQUENCE NUMBER		

DATE PAID	DESCRIPTION	AMOUNT	BALANCE
02/13	VISA CHECKCARD TRANSACTIO	116.55-	
	HAMPTON INN TU		
	VISA CHECKCARD TRANSACTIO	29.17-	3,270.74
	SUNOCO SVC STA		
02/15	VISA CHECKCARD TRANSACTIO	113.90-	
	WAL-MART #2214		
	VISA CHECKCARD TRANSACTIO	31.82-	3,125.02
	SUNOCO SVC STA		
02/16	VISA CHECKCARD TRANSACTIO	29.22-	3,095.80
	JERRY KELLYS G		
02/20	VISA CHECKCARD TRANSACTIO	54.86-	3,040.94
	PIZZA ALA ROMA		
02/22	VISA CHECKCARD TRANSACTIO	34.05-	3,006.89
	SUNOCO SVC STA		
02/28	SERVICE CHARGE	15.00-	2,991.89
	CHECK RECAP		

PLEASE EXAMINE AT ONCE. IF NO ERROR IS REPORTED WITHIN 30 DAYS OF THE CLOSING DATE, THE ACCOUNT WILL BE CONSIDERED CORRECT. PLEASE ADVISE AT ONCE OF ANY CHANGE IN YOUR ADDRESS.

REGIONS BANK

BANK USE ONLY
201 1 1 3411

P O BOX 937
GAINESVILLE GA 30503

ACCOUNT NUMBER
38-1900-6052

00034520 01 AT 0.308 001

CLOSING DATE
03/30/2007

PALMETTO STATE ENTERPRISES, LLC
144 RIVER POINT
CLEMSON SC 29631-1049

EVERYDAY CONFIDENCE

REGIONS ADVANTAGE BUSINESS CHECK

BEGINNING BALANCE	+	DEPOSITS & OTHER CREDITS	-	CHECKS PAID & OTHER DEBITS	-	ACCOUNT CHARGES	=	ENDING BALANCE
2,991.89		87.99		2,109.14		15.00		955.74

DATE PAID	DESCRIPTION	AMOUNT	BALANCE
02/28	BEGINNING BALANCE		2,991.89
03/01	CHECK # 7360382	650.00-	2,341.89
03/02 146	VISA CHECKCARD TRANSACTIO AMOCO OIL	38.38-	2,303.51
03/05	VISA CHECKCARD TRANSACTIO WAL-MART #2214	41.71-	2,261.80
03/15	VISA CHECKCARD TRANSACTIO WAL-MART #3222	26.27-	2,235.53
03/19	VISA CHECKCARD TRANSACTIO PILOT	31.99-	
	VISA CHECKCARD TRANSACTIO JERRY KELLYS G	15.88-	2,187.66

CHECK RECAP

* BREAK IN SEQUENCE NUMBER

DATE PAID	DESCRIPTION	AMOUNT	BALANCE
03/23	VISA CHECKCARD TRANSACTIO VIRGINIAN GOLF	955.66-	
	VISA CHECKCARD TRANSACTIO VIRGINIA HIGHL	47.50-	1,184.50
03/27	VISA CHECKCARD TRANSACTIO PIXIE AND DILL	152.35-	1,032.15 ← 147
03/28	VISA CHECKCARD TRANSACTIO AMOCO OIL	11.83-	1,020.32
03/29	VISA CHECKCARD TRANSACTIO ENTERPRISE REN	87.99+	
	VISA CHECKCARD TRANSACTIO ENTERPRISE REN	87.99-	
	VISA CHECKCARD TRANSACTIO PILOT	30.00-	990.32
03/30	VISA CHECKCARD TRANSACTIO HOT SPOT 7003	19.58- ← 148	
	SERVICE CHARGE	15.00-	955.74

CHECK RECAP

PLEASE EXAMINE AT ONCE. IF NO ERROR IS REPORTED WITHIN 30 DAYS OF THE CLOSING DATE, THE ACCOUNT WILL BE CONSIDERED CORRECT. PLEASE ADVISE AT ONCE OF ANY CHANGE IN YOUR ADDRESS.

REGIONS BANK

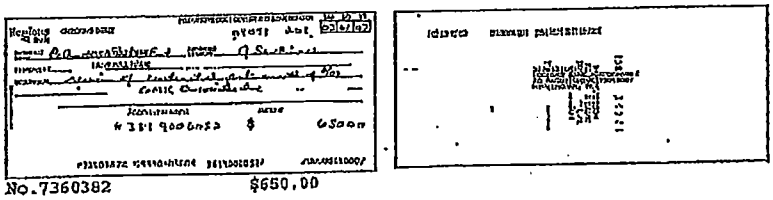
BANK USE ONLY
201 1 1 34X1

P O BOX 937
GAINESVILLE GA 30503

ACCOUNT NUMBER
38-1900-6052

CLOSING DATE
03/30/2007

PALMETTO STATE ENTERPRISES, LLC
144 RIVER POINT
CLEMSON SC 29631-1049



No.7360382 $650.00

REGIONS BANK

P. O. BOX 681
BIRMINGHAM, AL 35201-0681

BANK USE ONLY
201 0 0 34X1

ACCOUNT NUMBER
38-1900-6052

CLOSING DATE
04/30/2007

PALMETTO STATE ENTERPRISES, LLC
144 RIVER POINT
CLEMSON SC 29631-1049

EVERYDAY CONFIDENCE

REGIONS ADVANTAGE BUSINESS CHECK

BEGINNING BALANCE	+	DEPOSITS & OTHER CREDITS	-	CHECKS PAID & OTHER DEBITS	-	ACCOUNT CHARGES	=	ENDING BALANCE
955.74		.00		423.48		15.00		517.26

DATE PAID	DESCRIPTION	AMOUNT	BALANCE
03/30	BEGINNING BALANCE		955.74
04/02	VISA CHECKCARD TRANSACTIO THE CLUBHOUSE	225.25-	
	VISA CHECKCARD TRANSACTIO WM SUPERCENTER	115.36-	

CHECK RECAP

* BREAK IN SEQUENCE NUMBER

DATE PAID	DESCRIPTION	AMOUNT	BALANCE
04/02	VISA CHECKCARD TRANSACTIO JERRY KELLYS G	29.81-	585.32
04/16	VISA CHECKCARD TRANSACTIO RAMA JAMA	15.37-	569.95
04/26	VISA CHECKCARD TRANSACTIO PILOT	37.69-	532.26
04/30	SERVICE CHARGE	15.00-	517.26

CHECK RECAP

PLEASE EXAMINE AT ONCE. IF NO ERROR IS REPORTED WITHIN 30 DAYS OF THE CLOSING DATE, THE ACCOUNT WILL BE CONSIDERED CORRECT. PLEASE ADVISE AT ONCE OF ANY CHANGE IN YOUR ADDRESS.

REGIONS BANK

BANK USE ONLY
201 0 0 3411

ACCOUNT NUMBER
38-1900-6052

P O BOX 937
GAINESVILLE GA 30503

00034724 01 AT 0.334 001

PALMETTO STATE ENTERPRISES, LLC
144 RIVER POINT
CLEMSON SC 29631-1049

CLOSING DATE
05/31/2007

ACCOUNTS IN ALABAMA AND FLORIDA WILL CONVERT TO THE NEW REGIONS BANKING SYSTEMS JULY 13. IMPORTANT CONVERSION INFORMATION WILL BE MAILED MID-JUNE. THEN IT WILL ALSO BE AVAILABLE AT YOUR BRANCH OR AT THE MERGER SECTION OF REGIONS.COM.

REGIONS ADVANTAGE BUSINESS CHECK

BEGINNING BALANCE	+	DEPOSITS & OTHER CREDITS	-	CHECKS PAID & OTHER DEBITS	-	ACCOUNT CHARGES	=	ENDING BALANCE
517.26		3,000.00		800.39		276.00		2,440.87

DATE PAID	DESCRIPTION	AMOUNT	BALANCE
04/30	BEGINNING BALANCE		517.26
05/02	VISA CHECKCARD TRANSACTIO PILOT	46.74-	470.52
05/04	VISA CHECKCARD TRANSACTIO EAST PARK PRIN	47.70-	
	VISA CHECKCARD TRANSACTIO CALIFORNIA DRE	23.54-	399.28
149 05/07	VISA CHECKCARD TRANSACTIO SUNOCO SVC STA	40.73-	358.55
05/09	RESEARCH FEE 7509100350	230.00-	
	VISA CHECKCARD TRANSACTIO RACEWAY6754	44.03-	
	VISA CHECKCARD TRANSACTIO SAV-A-TON	37.14-	
	VISA CHECKCARD TRANSACTIO BLUE OCEAN SEA	10.73-	
	VISA CHECKCARD TRANSACTIO WAFFLE HOUSE #	0.56-	
	VISA CHECKCARD TRANSACTIO RACEWAY6754	3.77-	24.32

CHECK RECAP

* BREAK IN SEQUENCE NUMBER

DATE PAID	DESCRIPTION	AMOUNT	BALANCE
05/10	VISA CHECKCARD TRANSACTIO HOOTERS OF GNI	67.49-	
	OVERDRAFT FEE	31.00-	74.17-
05/18	DEPOSIT	3,000.00+	2,925.83
05/21	VISA CHECKCARD TRANSACTIO MELLON MUSHROO	26.11-	2,899.72
05/22	VISA CHECKCARD TRANSACTIO SUNOCO SVC STA	50.23-	2,849.49
05/29	VISA CHECKCARD TRANSACTIO GRAND STRAND A	216.02-	← 150
	VISA CHECKCARD TRANSACTIO SEA MOUNTAIN S	60.40-	← 151
	VISA CHECKCARD TRANSACTIO BOULINEAU'S 1G	30.45-	← 152
	VISA CHECKCARD TRANSACTIO SCOTCHMAN 18	16.00-	2,526.62 ← 153
05/30	VISA CHECKCARD TRANSACTIO MONTERREY DEXI	38.59-	← 154
	VISA CHECKCARD TRANSACTIO PILOT	32.16-	2,455.87 ← 155
05/31	SERVICE CHARGE	15.00-	2,440.87

CHECK RECAP

PLEASE EXAMINE AT ONCE. IF NO ERROR IS REPORTED WITHIN 30 DAYS OF THE CLOSING DATE, THE ACCOUNT WILL BE CONSIDERED CORRECT. PLEASE ADVISE AT ONCE OF ANY CHANGE IN YOUR ADDRESS.

REGIONS BANK

P. O. BOX 681
BIRMINGHAM, AL 35201-0681

BANK USE ONLY
201 0 0 3411

ACCOUNT NUMBER
38-1900-6052

CLOSING DATE
06/29/2007

PALMETTO STATE ENTERPRISES, LLC
144 RIVER POINT
CLEMSON SC 29631-1049

EVERYDAY CONFIDENCE

REGIONS ADVANTAGE BUSINESS CHECK

BEGINNING BALANCE	+	DEPOSITS & OTHER CREDITS	-	CHECKS PAID & OTHER DEBITS	-	ACCOUNT CHARGES	=	ENDING BALANCE
2,440.87		.00		880.00		15.00		1,545.87

DATE PAID	DESCRIPTION	AMOUNT	BALANCE
05/31	BEGINNING BALANCE		2,440.87
06/04	VISA CHECKCARD TRANSACTIO MARRIOTT	51.64-	2,389.23
06/13	VISA CHECKCARD TRANSACTIO BOSTON BEANERY	54.80-	
	VISA CHECKCARD TRANSACTIO LOWE'S #1064	42.80-	
	VISA CHECKCARD TRANSACTIO JERRY KELLYS G	23.90-	2,267.73
	CHECK RECAP		
	* BREAK IN SEQUENCE NUMBER		

DATE PAID	DESCRIPTION	AMOUNT	BALANCE
06/21	VISA CHECKCARD TRANSACTIO ERNIES RESTAUR	43.45-	
	VISA CHECKCARD TRANSACTIO SPINX #199	41.05-	2,183.23
06/22	VISA CHECKCARD TRANSACTIO VALVOLINE INST	34.38-	2,148.85 ← 156
06/25	VISA CHECKCARD TRANSACTIO MY GARAGE BY E	541.97-	1,606.88 ← 157
06/26	VISA CHECKCARD TRANSACTIO EXXONMOBIL	46.01-	1,560.87
06/29	SERVICE CHARGE	15.00-	1,545.87
	CHECK RECAP		

PLEASE EXAMINE AT ONCE. IF NO ERROR IS REPORTED WITHIN 30 DAYS OF THE CLOSING DATE, THE ACCOUNT WILL BE CONSIDERED CORRECT. PLEASE ADVISE AT ONCE OF ANY CHANGE IN YOUR ADDRESS.

REGIONS BANK

P. O. BOX 681
BIRMINGHAM, AL 35201-0681

BANK USE ONLY
201 0 0 34I1

ACCOUNT NUMBER
38-1900-6052

CLOSING DATE
07/31/2007

PALMETTO STATE ENTERPRISES, LLC
144 RIVER POINT
CLEMSON SC 29631-1049

EVERYDAY CONFIDENCE

REGIONS ADVANTAGE BUSINESS CHECK

BEGINNING BALANCE	+	DEPOSITS & OTHER CREDITS	-	CHECKS PAID & OTHER DEBITS	-	ACCOUNT CHARGES	=	ENDING BALANCE
1,545.87		.00		458.56		15.00		1,072.31

DATE PAID	DESCRIPTION	AMOUNT	BALANCE
06/29	BEGINNING BALANCE		1,545.87
*07/02	VISA CHECKCARD TRANSACTIO RACEWAY6748 158	26.08-	1,519.79
07/03	VISA CHECKCARD TRANSACTIO WM SUPERCENTER	104.88-	1,414.91
07/12	VISA CHECKCARD TRANSACTIO CALIFORNIADRE	51.25-	
	VISA CHECKCARD TRANSACTIO PILOT	47.55-	1,316.11

CHECK RECAP

* BREAK IN SEQUENCE NUMBER

DATE PAID	DESCRIPTION	AMOUNT	BALANCE
07/13	VISA CHECKCARD TRANSACTIO HOT SPOT 7003	36.15-	1,279.96 ←159
07/20	VISA CHECKCARD TRANSACTIO HOT SPOT 7003	24.81-	1,255.15 ←160
07/23	VISA CHECKCARD TRANSACTIO CALIFORNIADRE	55.00-	
	VISA CHECKCARD TRANSACTIO AMOCO OIL	47.33-	
	VISA CHECKCARD TRANSACTIO JERRY KELLYS G	42.23-	1,110.59
07/24	VISA CHECKCARD TRANSACTIO SUNOCO SVC STA	23.28-	1,087.31
07/31	SERVICE CHARGE	15.00-	1,072.31

CHECK RECAP

PLEASE EXAMINE AT ONCE. IF NO ERROR IS REPORTED WITHIN 30 DAYS OF THE CLOSING DATE, THE ACCOUNT WILL BE CONSIDERED CORRECT. PLEASE ADVISE AT ONCE OF ANY CHANGE IN YOUR ADDRESS.

REGIONS BANK

P. O. BOX 681
BIRMINGHAM, AL 35201-0681

BANK USE ONLY
201 0 0 34I1

ACCOUNT NUMBER
38-1900-6052

CLOSING DATE
08/31/2007

PALMETTO STATE ENTERPRISES, LLC
144 RIVER POINT
CLEMSON SC 29631-1049

ACCOUNTS IN LA, MS AND TN WILL CONVERT TO THE NEW REGIONS BANKING SYSTEM OCTOBER 26. IMPORTANT CONVERSION INFORMATION WILL BE MAILED MID-SEPTEMBER. AT THAT TIME IT WILL ALSO BE AVAILABLE AT YOUR BRANCH OR AT THE MERGER SECTION OF REGIONS.COM.

REGIONS ADVANTAGE BUSINESS CHECK

BEGINNING BALANCE	+	DEPOSITS & OTHER CREDITS	-	CHECKS PAID & OTHER DEBITS	-	ACCOUNT CHARGES	=	ENDING BALANCE
1,072.31		.00		934.09		15.00		123.22

DATE PAID	DESCRIPTION	AMOUNT	BALANCE
07/31	BEGINNING BALANCE		1,072.31
08/06	VISA CHECKCARD TRANSACTIO 161 RUBY TUESDAY #	30.33-	1,041.98
08/07	VISA CHECKCARD TRANSACTIO SHERATON HOTEL	91.02-	
	VISA CHECKCARD TRANSACTIO SHERATON HOTEL	91.02-	
	VISA CHECKCARD TRANSACTIO SHERATON HOTEL	91.02-	768.92
08/08	VISA CHECKCARD TRANSACTIO RAMA JAMA	33.83-	735.09
08/10	VISA CHECKCARD TRANSACTIO BAMA AIR INC	47.08-	
162	VISA CHECKCARD TRANSACTIO SUNOCO SVC STA	41.50-	646.51
08/13	VISA CHECKCARD TRANSACTIO WM SUPERCENTER	95.49-	
	CHECK RECAP		
	* BREAK IN SEQUENCE NUMBER		

DATE PAID	DESCRIPTION	AMOUNT	BALANCE
08/13	VISA CHECKCARD TRANSACTIO HOT SPOT 7003	34.73-	
	VISA CHECKCARD TRANSACTIO JERRY KELLYS G	30.73-	485.56
08/15	VISA CHECKCARD TRANSACTIO RACEWAY6751	33.30-	452.26
08/20	VISA CHECKCARD TRANSACTIO SUNOCO SVC STA	45.78-	406.48
08/24	VISA CHECKCARD TRANSACTIO 163 PILOT	45.12-	361.36
08/28	VISA CHECKCARD TRANSACTIO ABC RENTAL CEN	153.28-	208.08
08/29	VISA CHECKCARD TRANSACTIO USPS 451803063	41.00-	167.08
08/31	VISA CHECKCARD TRANSACTIO 164 HOT SPOT 7003	28.86-	
	SERVICE CHARGE	15.00-	123.22
	CHECK RECAP		

PLEASE EXAMINE AT ONCE. IF NO ERROR IS REPORTED WITHIN 30 DAYS OF THE CLOSING DATE, THE ACCOUNT WILL BE CONSIDERED CORRECT. PLEASE ADVISE AT ONCE OF ANY CHANGE IN YOUR ADDRESS.

REGIONS BANK

P. O. BOX 681
BIRMINGHAM, AL 35201-0681

BANK USE ONLY
201 0 0.34I1

ACCOUNT NUMBER
38-1900-6052

CLOSING DATE
09/28/2007

PALMETTO STATE ENTERPRISES, LLC
144 RIVER POINT
CLEMSON SC 29631-1049

EVERYDAY CONFIDENCE

REGIONS ADVANTAGE BUSINESS CHECK

BEGINNING BALANCE	+	DEPOSITS & OTHER CREDITS	-	CHECKS PAID & OTHER DEBITS	-	ACCOUNT CHARGES	=	ENDING BALANCE
123.22		.00		197.74		77.60		152.12-

DATE PAID	DESCRIPTION	AMOUNT	BALANCE
08/31	BEGINNING BALANCE		123.22
*09/04	VISA CHECKCARD TRANSACTIO 165 SUNOCO SVC STA	30.87-	92.35
*09/06	VISA CHECKCARD TRANSACTIO 166 HOT SPOT 7003	35.64-	
167*	VISA CHECKCARD TRANSACTIO SUNOCO SVC STA	55.47-	1.24

CHECK RECAP

* BREAK IN SEQUENCE NUMBER

DATE PAID	DESCRIPTION	AMOUNT	BALANCE
09/07	VISA CHECKCARD TRANSACTIO AMOCO OIL	36.84-	← 168
	OVERDRAFT FEE	31.00-	66.60-
09/10	VISA CHECKCARD TRANSACTIO RACEWAY6750	38.92-	← 169
	OVERDRAFT FEE	31.00-	136.52-
09/28	NEGATIVE COLL BAL FEE	.60-	
	SERVICE CHARGE	15.00-	152.12-

CHECK RECAP

PLEASE EXAMINE AT ONCE. IF NO ERROR IS REPORTED WITHIN 30 DAYS OF THE CLOSING DATE, THE ACCOUNT WILL BE CONSIDERED CORRECT. PLEASE ADVISE AT ONCE OF ANY CHANGE IN YOUR ADDRESS.

REGIONS BANK

P. O. BOX 681
BIRMINGHAM, AL 35201-0681

BANK USE ONLY
201 0 0 34I1

ACCOUNT NUMBER
38-1900-6052

CLOSING DATE
10/31/2007

PALMETTO STATE ENTERPRISES, LLC
144 RIVER POINT
CLEMSON SC 29631-1049

EVERYDAY CONFIDENCE

REGIONS ADVANTAGE BUSINESS CHECK

BEGINNING BALANCE	+	DEPOSITS & OTHER CREDITS	-	CHECKS PAID & OTHER DEBITS	-	ACCOUNT CHARGES	=	ENDING BALANCE
152.12-		.00		.00		16.34		168.46-

DATE PAID	DESCRIPTION	AMOUNT	BALANCE
09/28	BEGINNING BALANCE		152.12-
	CHECK RECAP		
	* BREAK IN SEQUENCE NUMBER		

DATE PAID	DESCRIPTION	AMOUNT	BALANCE
10/31	NEGATIVE COLL BAL FEE	1.34-	
	SERVICE CHARGE	15.00-	168.46-
	CHECK RECAP		

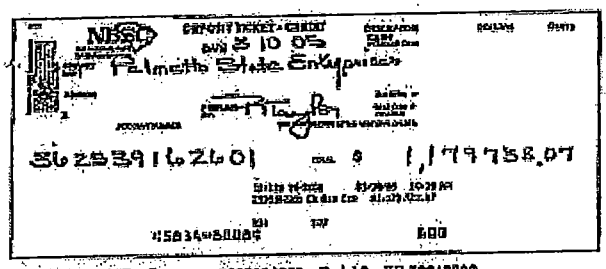
PLEASE EXAMINE AT ONCE. IF NO ERROR IS REPORTED WITHIN 30 DAYS OF THE CLOSING DATE, THE ACCOUNT WILL BE CONSIDERED CORRECT. PLEASE ADVISE AT ONCE OF ANY CHANGE IN YOUR ADDRESS.

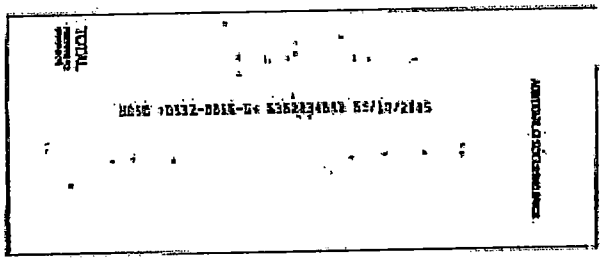
"Plaintiff's Exhibit 3"

NBSC Unallowable Charges

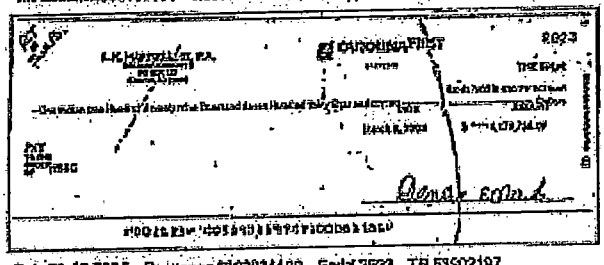
Number	Statement Page Number	Date	Check Number	Payee		Amount
1	1	3/14/2005	92	Star Granite	$	5,519.00
2	1	3/21/2005	1001	Superior Fitness	$	1,470.00
3	1	3/24/2005	1006	J&P Enterprises	$	2,300.00
4	2	4/26/2005	5003	National City Mortgage	$	1,361.26
5	3	5/23/2005	1016	Counter Top Solutions	$	1,310.50
6	3	5/25/2005	1018	Lodan Construction	$	2,831.25
7	4	6/8/2005	1021	Barton Builders	$	1,435.00
8	4	7/12/2005	1024	J&P Enterprises	$	2,000.00
9	4	8/4/2005	1023	Lew Jordan	$	6,000.00
				Subtotal to/for Lamar Greene	$	19,927.01
				Subtotal to J&P Enterprises	$	6,300.00
				Total Unallowable Charges	**$**	**26,227.01**

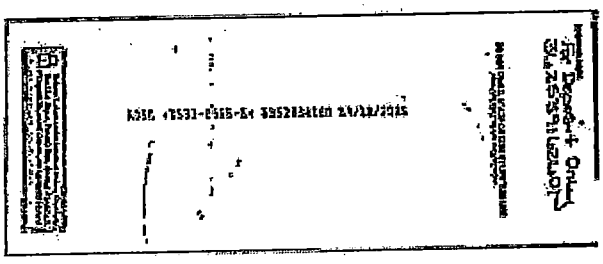
"Sub-Exhibit 3"





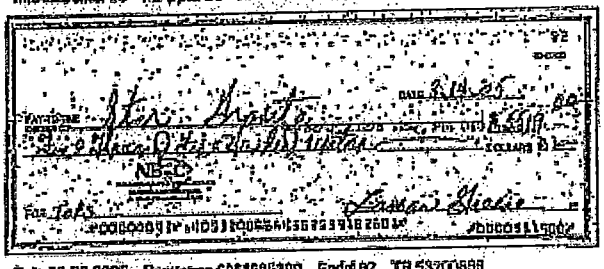
Date 03-10-2005 Sequence 6362834090 Serial 0 TR 63348000
Account 3625391626 01 TranCode 800 Amount 1179758.07 DbCr C
InstID 831 EmployeeFlag MInstID 831 MFromInstID 834
MAccount 2539162601 MCostCenter 89 MAppID 1 MBranch 0 MTeller 0

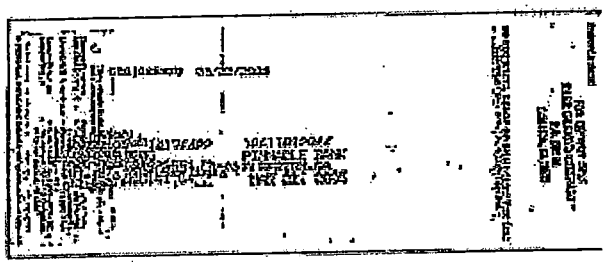




Date 03-10-2005 Sequence 6362834100 Serial 2623 TR 63302197
Account 7100081169 TranCode 0 Amount 1179758.07 DbCr D InstID 831
EmployeeFlag MInstID 831 MFromInstID 834 MAccount 0
MCostCenter 89 MAppID 30 MBranch 0 MTeller 0

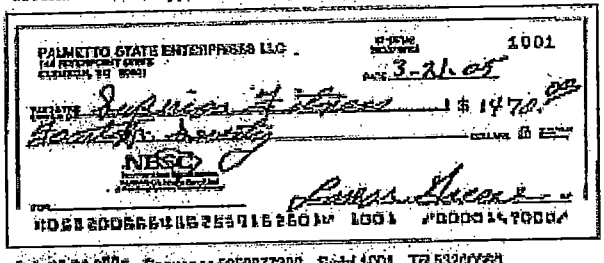
1

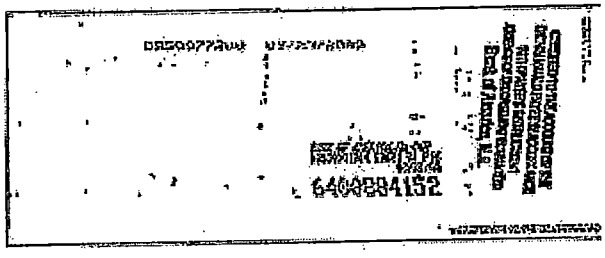




Date 03-22-2005 Sequence 6361005300 Serial 92 TR 63300886
Account 3625391626 01 TranCode 0 Amount 5819.00 DbCr D InstID 831
EmployeeFlag MInstID 831 MFromInstID 834 MAccount 2539162601
MCostCenter 89 MAppID 1 MBranch 0 MTeller 0

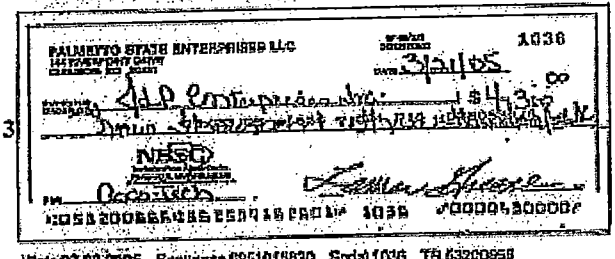
2

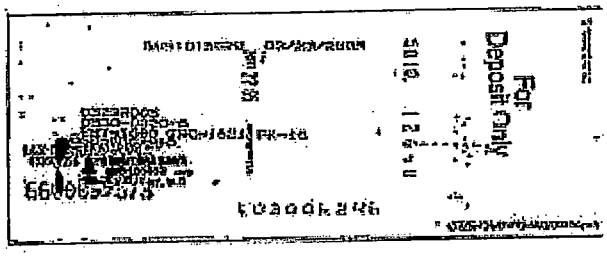




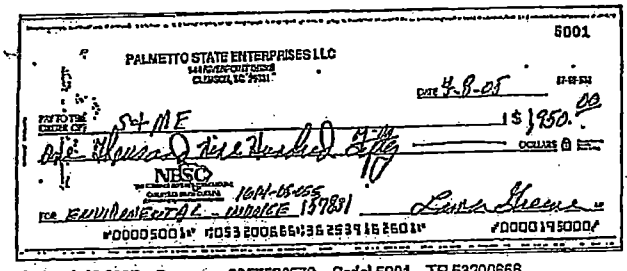
Date 03-23-2005 Sequence 6350877200 Serial 1001 TR 63200668
Account 3625391626 01 TranCode 0 Amount 1470.00 DbCr D InstID 831
EmployeeFlag MInstID 831 MFromInstID 834 MAccount 2539162601
MCostCenter 89 MAppID 1 MBranch 0 MTeller 0

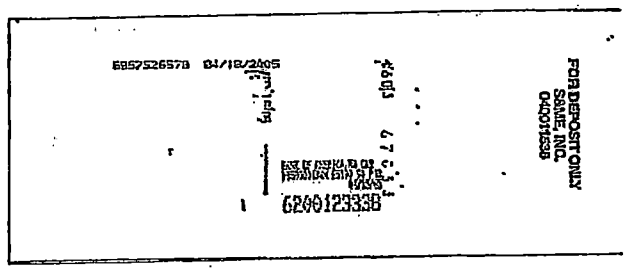
3



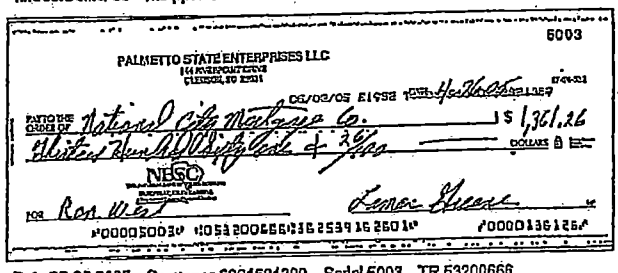


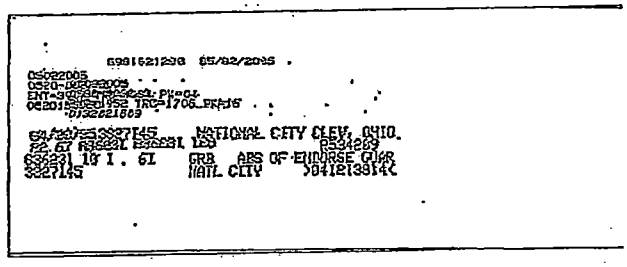
Date 03-23-2005 Sequence 6351018820 Serial 1036 TR 63200958
Account 3625391626 01 TranCode 0 Amount 4300.00 DbCr D InstID 831
EmployeeFlag MInstID 831 MFromInstID 834 MAccount 2539162601
MCostCenter 89 MAppID 1 MBranch 0 MTeller 0





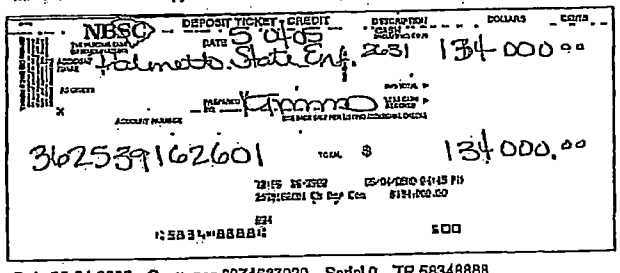
Date 04-18-2005 Sequence 6957526570 Serial 6001 TR 53200666
Account 362539162601 TranCode 0 Amount 1950.00 DbCr D InstID 831
EmployeeFlag MInstID 831 MIFromInstID 834 MIAccount 2539162601
MICostCenter 89 MIAppID 1 MIBranch 0 MITeller 0

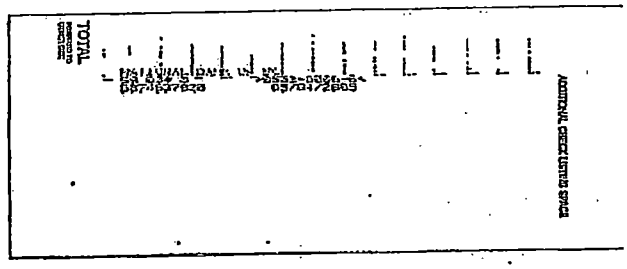




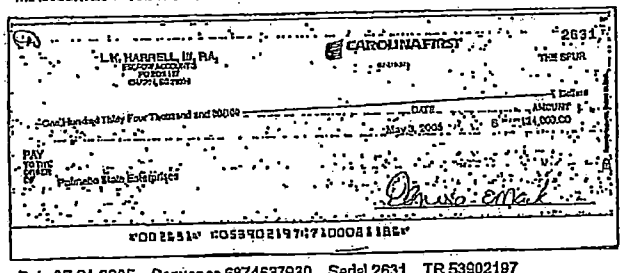
4

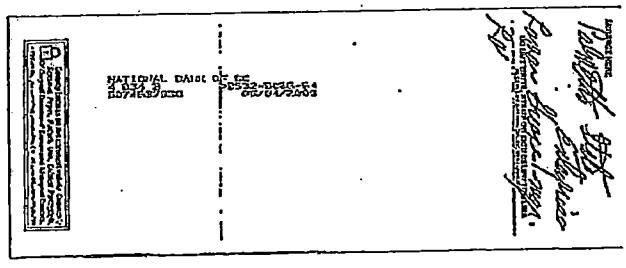
Date 05-02-2005 Sequence 6961621290 Serial 6003 TR 53200666
Account 362539162601 TranCode 0 Amount 1361.26 DbCr D InstID 831
EmployeeFlag MInstID 831 MIFromInstID 834 MIAccount 2539162601
MICostCenter 89 MIAppID 1 MIBranch 0 MITeller 0



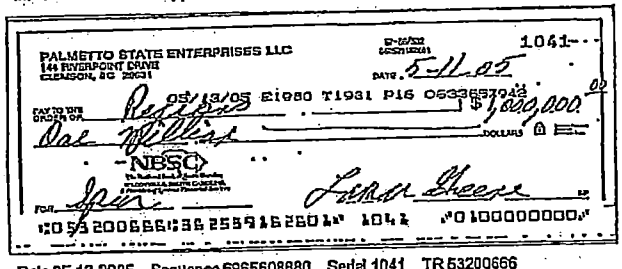


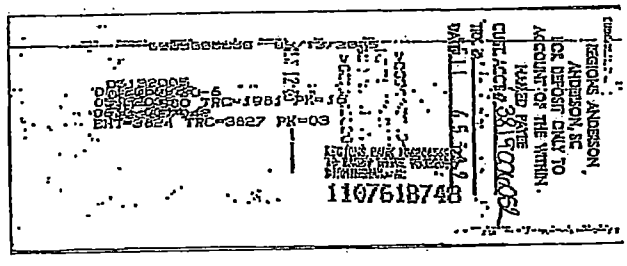
Date 05-04-2005 Sequence 6874637920 Serial 0 TR 58348888
Account 362539162601 TranCode 600 Amount 134000.00 DbCr C
InstID 831 EmployeeFlag MInstID 831 MIFromInstID 834
MIAccount 2539162601 MICostCenter 89 MIAppID 1 MIBranch 0 MITeller 0



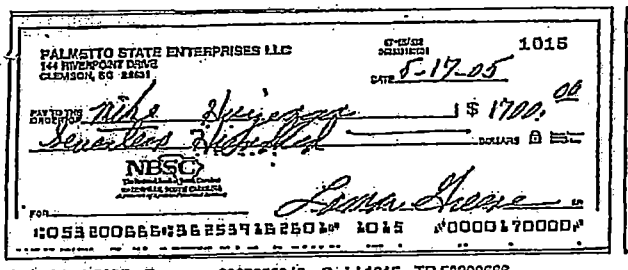


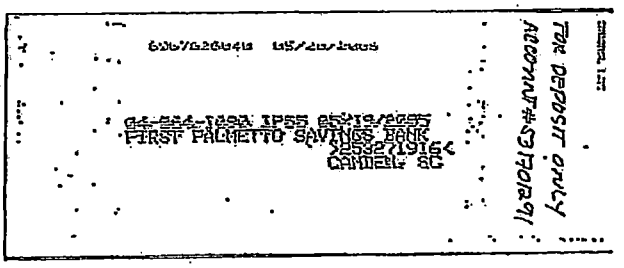
Date 05-04-2005 Sequence 6874637930 Serial 2631 TR 53902197
Account 7100081186 TranCode 0 Amount 134000.00 DbCr D InstID 831
EmployeeFlag MInstID 831 MIFromInstID 834 MIAccount 0
MICostCenter 89 MIAppID 30 MIBranch 0 MITeller 0



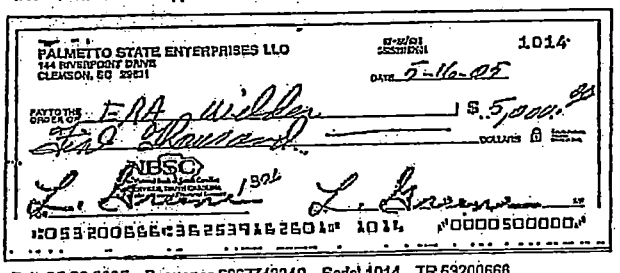


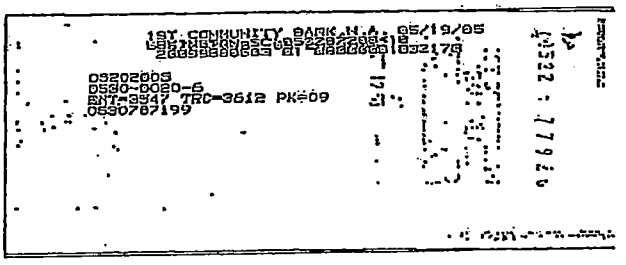
Date 05-13-2005 Sequence 6965608880 Serial 1041 TR 53200666
Account 362539162601 TranCode 0 Amount 1000000.00 DbCr D
InstID 831 EmployeeFlag MInstID 831 MIFromInstID 834
MIAccount 2539162601 MICostCenter 89 MIAppID 1 MIBranch 0 MITeller 0



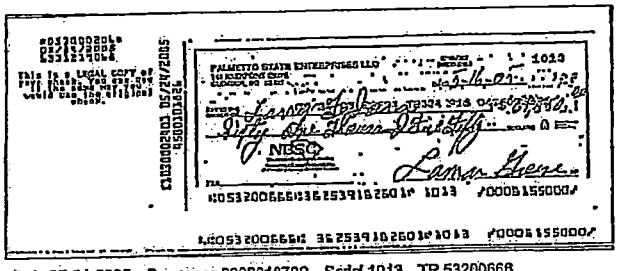


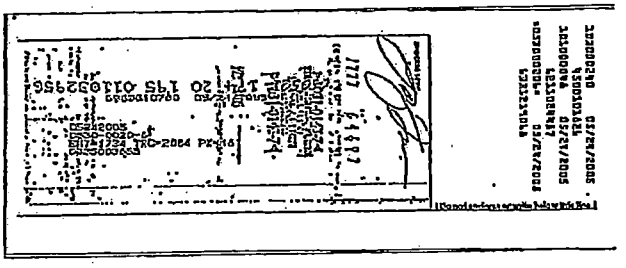
Date 05-20-2005 Sequence 6967626040 Serial 1015 TR 53200666
Account 362539162601 TranCode 0 Amount 1700.00 DbCr D InstID 831
EmployeeFlag MInstID 831 MIFromInstID 834 MIAccount 2539162601
MICostCenter 89 MIAppID 1 MIBranch 0 MITeller 0





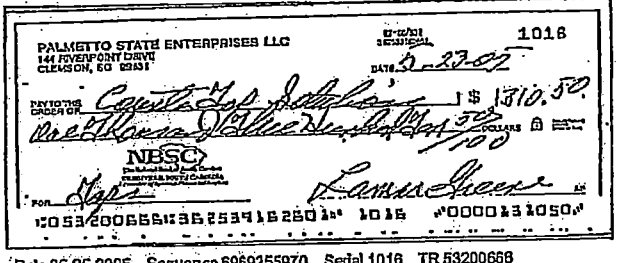
Date 05-20-2005 Sequence 6967742340 Serial 1014 TR 53200666
Account 362539162601 TranCode 0 Amount 5000.00 DbCr D InstID 831
EmployeeFlag MInstID 831 MIFromInstID 834 MIAccount 2539162601
MICostCenter 89 MIAppID 1 MIBranch 0 MITeller 0

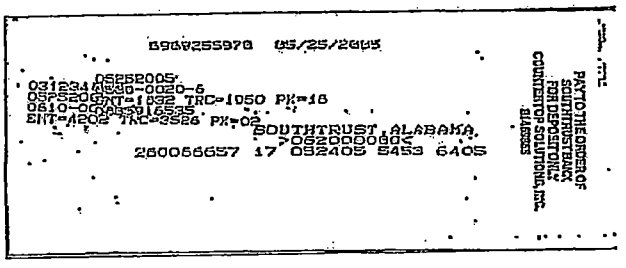




Date 05-24-2005 Sequence 6968618700 Serial 1013 TR 53200666
Account 362539162601 TranCode 0 Amount 61550.00 DbCr D InstID 831
EmployeeFlag MInstID 831 MIFromInstID 834 MIAccount 2539162601
MICostCenter 89 MIAppID 1 MIBranch 0 MITeller 0

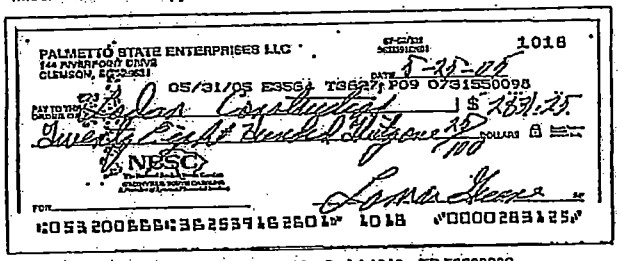
5

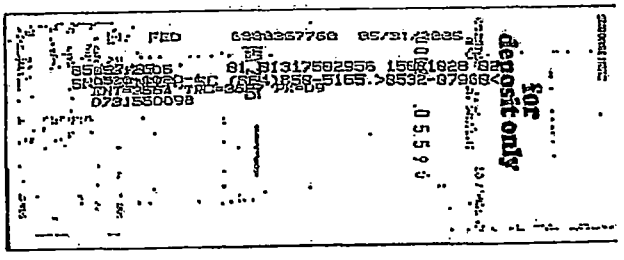




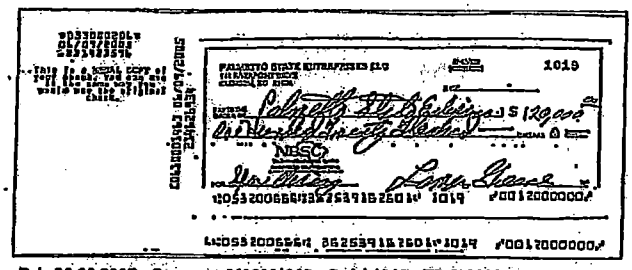
Date 05-25-2005 Sequence 6969255970 Serial 1016 TR 53200666
Account 362539162601 TranCode 0 Amount 1310.50 DbCr D InstID 831
EmployeeFlag MInstID 831 MIFromInstID 834 MIAccount 2539162601
MICostCenter 89 MIAppID 1 MIBranch 0 MITeller 0

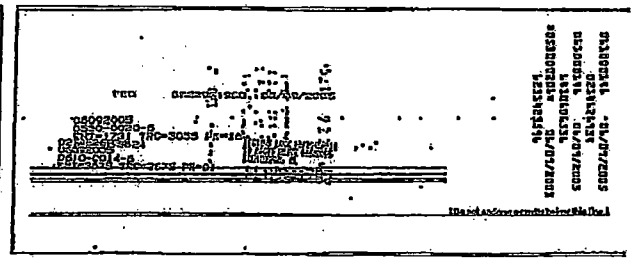
6





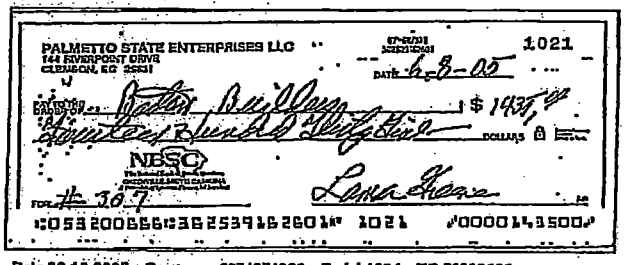
Date 05-31-2005 Sequence 6880367760 Serial 1018 TR 53200666
Account 362539162601 TranCode 0 Amount 2831.25 DbCr D InstID 831
EmployeeFlag MInstID 831 MIFromInstID 834 MIAccount 2539162601
MICostCenter 89 MIAppID 1 MIBranch 0 MITeller 0

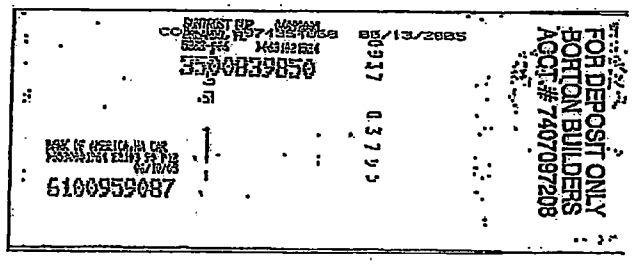




Date 08-09-2005 Sequence 6882961960 Serial 1019 TR 53200666
Account 362539162601 TranCode 0 Amount 120000.00 DbCr D InstID 831
EmployeeFlag MInstID 831 MIFromInstID 834 MIAccount 2539162601
MICostCenter 89 MIAppID 1 MIBranch 0 MITeller 0

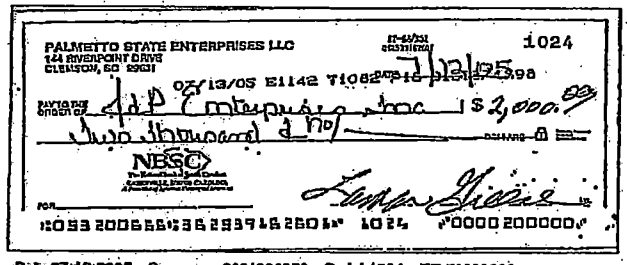
7

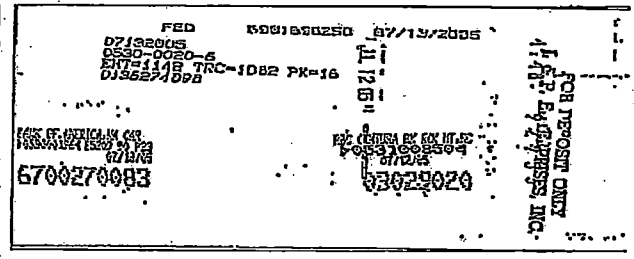




Date 06-13-2005 Sequence 6974354060 Serial 1021 TR 53200666
Account 362539162601 TranCode 0 Amount 1435.00 DbCr D InstID 831
EmployeeFlag MInstID 831 MIFromInstID 834 MIAccount 2539162601
MICostCenter 89 MIAppID 1 MIBranch 0 MITeller 0

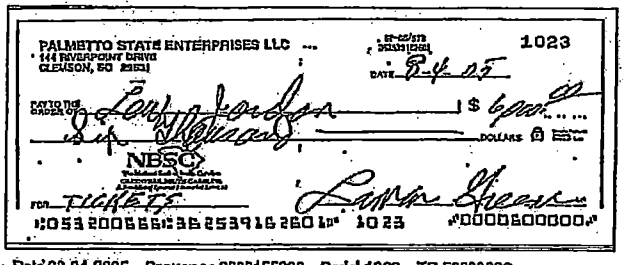
8

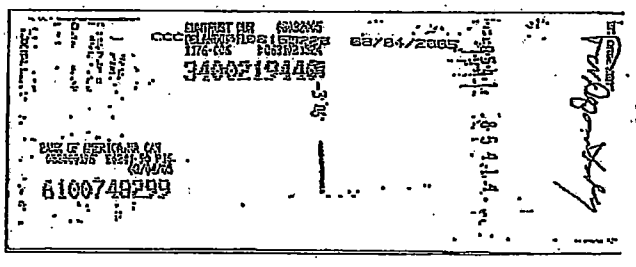




Date 07-13-2005 Sequence 6981696250 Serial 1024 TR 53200666
Account 362539162601 TranCode 0 Amount 2000.00 DbCr D InstID 831
EmployeeFlag MInstID 831 MIFromInstID 834 MIAccount 2539162601
MICostCenter 89 MIAppID 1 MIBranch 0 MITeller 0

9





Date 08-04-2005 Sequence 6808165220 Serial 1023 TR 53200666
Account 362539162601 TranCode 0 Amount 6000.00 DbCr D InstID 831
EmployeeFlag MInstID 831 MIFromInstID 834 MIAccount 2539162601
MICostCenter 89 MIAppID 1 MIBranch 0 MITeller 0

"Plaintiff's Exhibit 4"

Greenville First Bank Payments

Letter	Page #	Date	First Citizens Check Number	Amount
A	1	2/16/2005	Commercial Loan CI Tran 000179007729001	$ 691.66
B	2	3/16/2005	Commercial Loan CI Tran 000179007729001	$ 641.67
C	3	4/18/2005	Commercial Loan CI Tran 000179007729001	$ 735.42
D	4	5/17/2005	Commercial Loan CI Tran 000179007729001	$ 731.25
E	5	6/16/2005	Commercial Loan CI Tran 000179007729001	$ 775.00
F	6	7/18/2005	Commercial Loan CI Tran 000179007729001	$ 765.62
G	7	8/16/2005	Commercial Loan CI Tran 000179007729001	$ 813.54
H	8	9/16/2005	Commercial Loan CI Tran 000179007729001	$ 839.59
I	9	10/18/2005	Commercial Loan CI Tran 000179007729001	$ 838.54
J	10	1/17/2006	Commercial Loan CI Tran 000179007729001	$ 624.31
K	11	2/16/2006	Commercial Loan CI Tran 000179007729001	$ 634.72
L	12	3/16/2006	Commercial Loan CI Tran 000179007729001	$ 583.33
M	13	4/18/2006	Commercial Loan CI Tran 000179007729001	$ 658.33
N	14	5/16/2006	Commercial Loan CI Tran 000179007729001	$ 649.31
O	15	6/16/2006	Commercial Loan CI Tran 000179007729001	$ 688.89
P	16	7/18/2006	Commercial Loan CI Tran 000179007729001	$ 677.78
Q	17	8/16/2006	Commercial Loan CI Tran 000179007729001	$ 710.41
R	18	9/19/2006	Commercial Loan CI Tran 000179007729001	$ 710.42
S	19	10/17/2006	Commercial Loan CI Tran 000179007729001	$ 687.50
T	20	11/16/2006	Commercial Loan CI Tran 000179007729001	$ 710.42
U	21	2/16/2007	Commercial Loan CI Tran 000179007729001	$ 198.34
V	22	3/16/2006	Commercial Loan CI Tran 000179007729001	$ 320.83
W	23	4/17/2007	Commercial Loan CI Tran 000179007729001	$ 355.21
X	24	5/16/2007	Commercial Loan CI Tran 000179007729001	$ 343.75
Y	25	6/18/2007	Commercial Loan CI Tran 000179007729001	$ 355.21
Z	26	7/18/2007	Commercial Loan CI Tran 000179007729001	$ 343.75
AA	27	8/16/2007	Commercial Loan CI Tran 000179007729001	$ 355.21
			Total	**$ 16,440.01**

"Sub-Exhibit 4"

First Citizens

1225 Lady Street
PO Box 29
Columbia, SC 29202-0029

SC08

06584
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631

IM
410

Your Account(s) At A Glance
Checking Balance 32,787.59+

Statement Period: February 1, 2005 Thru February 28, 2005 Account Number: 160005769701

Business Checking I

Account Number: 160005769701

Enclosures In Statement: 0

Beginning Balance	31,610.96+	Statement Period Days	28
2 Deposits	35,000.00+	Average Collected Balance	16,405.00+
0 Other Credits	0.00		
14 Checks	33,131.71-		
1 Other Debits	691.66-		
Monthly Service Charge	0.00		
Ending Balance	32,787.59+		

Deposits To Your Account

Date	Amount	Date	Amount
02-22	25,000.00	02-28	10,000.00

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
5- 1008	02-02	2,500.00	12- 1013	02-10	500.00	15- 1019	02-25	3,814.94
9- 1009	02-03	2,450.00	1014	02-11	2,000.00	16- 1020	02-24	4,260.00
6- 1010	02-04	8,000.00	10- 1015	02-17	2,000.00	14- 1022*	02-28	868.00
7- 1011	02-09	800.00	13- 1016	02-16	335.43	11- 1032*	02-07	603.34
8- 1012	02-08	4,000.00	1018*	02-18	1,000.00			

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

Other Debits From Your Account

Date	Description	Amount
02-16	Commercial Loans CI Tran 000179007729001 A	691.66
	Total	691.66

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
02-02	29,110.96+	02-09	13,257.62+	02-18	6,730.63+
02-03	26,660.96+	02-10	12,757.62+	02-22	31,730.63+
02-04	18,660.96+	02-11	10,757.62+	02-24	27,470.63+
02-07	18,057.62+	02-16	9,730.53+	02-25	23,656.69+
02-08	14,057.62+	02-17	7,730.53+	02-28	32,787.59+

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

First Citizens

1225 Lady Street
PO Box 29
Columbia, SC 29202-0029

SC08

06931
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631

IM
410

Your Account(s) At A Glance:
Checking Balance 36,776.92+

Statement Period: March 1, 2005 Thru March 31, 2005 Account Number: 160005769701

Business Checking I

Account Number: 160005769701

Enclosures In Statement: 0

Beginning Balance	32,787.59+	Statement Period Days	31
2 Deposits	42,500.00+	Average Collected Balance	7,293.00+
0 Other Credits	0.00		
9 Checks	37,785.00-		
6 Other Debits	725.67-		
Monthly Service Charge	0.00		
Ending Balance	36,776.92+		

Deposits To Your Account

Date	Amount	Date	Amount
03-15	2,500.00	03-28	40,000.00

Checks Paid From Your Account

	Check No.	Date	Amount	Check No.	Date	Amount		Check No.	Date	Amount
17 —	1017	03-03	2,100.00	1026*	03-16	1,190.00	21 —	1029	03-22	5,657.00
	1021*	03-02	10,000.00	1027	03-22	2,000.00		1030	03-21	338.00
19 —	1024*	03-02	15,500.00	1028	03-14	500.00	20 —	1033*	03-22	500.00

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

Other Debits From Your Account

Date	Description	Amount
03-16	Commercial Loans CI Tran 000179007729001 B	641.67
03-22	Insufficient Funds Charge	64.00
03-22	Overdraft Charge	5.00
03-23	Overdraft Charge	5.00
03-24	Overdraft Charge	5.00
03-25	Overdraft Charge	5.00
	Total	725.67

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
03-02	7,287.59+	03-16	5,355.92+	03-24	3,218.08-
03-03	5,187.59+	03-21	5,017.92+	03-25	3,223.08-
03-14	4,687.59+	03-22	3,208.08-	03-28	36,776.92+
03-15	7,187.59+	03-23	3,213.08-		

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

First Citizens

1225 Lady Street
PO Box 29
Columbia, SC 29202-0029

SC08

06745
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631

IM
410

Your Account(s) At A Glance
Checking Balance: 28,462.54+

Statement Period: April 1, 2005 Thru April 30, 2005 Account Number: 160005769701

Business Checking I

Account Number: 160005769701

Enclosures In Statement: 0

Beginning Balance	36,776.92+	Statement Period Days	30
0 Deposits	0.00	Average Collected Balance	31,474.00+
0 Other Credits	0.00		
6 Checks	7,578.96-		
1 Other Debits	735.42-		
Monthly Service Charge	0.00		
Ending Balance	28,462.54+		

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
18 — 1023	04-18	2,000.00	1035	04-01	1,575.18	25-1037	04-11	1,000.00
1034*	04-06	1,179.78	22 - 1036	04-04	924.00	26 - 1038	04-29	900.00

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

Other Debits From Your Account

Date	Description	Amount
04-18	Commercial Loans CI Tran 000179007729001 C	735.42
	Total	735.42

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
04-01	35,201.74+	04-06	33,097.96+	04-18	29,362.54+
04-04	34,277.74+	04-11	32,097.96+	04-29	28,462.54+

Sign up for First Citizens Visa Extras. You can earn points wherever Visa Check Cards are accepted at millions of locations worldwide. Cardholders can enroll online through www.visa.com/extras or by calling 1-800-960-8472.

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

First Citizens

1225 Lady Street
PO Box 29
Columbia, SC 29202-0029

SC08

07025
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

IM
410

Your Account(s) At A Glance
Checking
Balance 115,513.98+

Statement Period: May 1, 2005 Thru May 31, 2005 Account Number: 160005769701

Business Checking I

Account Number: 160005769701

Enclosures In Statement: 0

Beginning Balance	28,462.54+	Statement Period Days	31
1 Deposits	100,000.00+	Average Collected Balance	123,946.00+
0 Other Credits	0.00		
4 Checks	12,217.31-		
1 Other Debits	731.25-		
Monthly Service Charge	0.00		
Ending Balance	115,513.98+		

Deposits To Your Account

Date	Amount	Date	Amount
05-02	100,000.00		

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount
1039	05-11	300.00	1042	05-25	1,500.00
1041*	05-13	100.00	1046*	05-31	10,317.31

28 (2)

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

Other Debits From Your Account

Date	Description	Amount
05-17	Commercial Loans Cl Tran 000179007729001 D	731.25
	Total	731.25

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
05-02	128,462.54+	05-13	128,062.54+	05-25	126,831.29+
05-11	128,162.54+	05-17	127,331.29+	05-31	115,513.98+

Protect your card from online fraud with Verified By Visa.
Your Visa card is now equipped with Verified By Visa. It password protects your card for free.
To learn more, visit www.visa.com/shopandactivate. Shop online with Verified By Visa today.

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

First Citizens
1225 Lady Street
PO Box 29
Columbia, SC 29202-0029

SC08

05907
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

IM
410

Your Account(s) At A Glance
Checking Balance 1,425.41+

Statement Period: June 1, 2005 Thru June 30, 2005 Account Number: 160005769701

Business Checking I

Account Number: 160005769701

Enclosures In Statement: 0

Beginning Balance	115,513.98+	Statement Period Days	30
1 Deposits	3,000.00+	Average Collected Balance	37,325.00+
0 Other Credits	0.00		
4 Checks	104,635.00-		
3 Other Debits	12,453.57-		
Monthly Service Charge	0.00		
Ending Balance	1,425.41+		

Deposits To Your Account

Date	Amount
06-28	3,000.00

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount
1043	06-02	135.00	1047	06-09	100,000.00
1046*	06-13	2,000.00	1048	06-15	2,500.00

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

Other Debits From Your Account

Date	Description	Amount
06-02	Nemc Mortgage Payment Gb 1044	1,361.26
06-16	Commercial Loans Cl Tran 000179007729001 E	775.00
06-29	First Citizens Loan Trans 0000628463	10,317.31
	Total	12,453.57

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
06-02	114,017.72+	06-15	9,517.72+	06-29	1,425.41+
06-09	14,017.72+	06-16	8,742.72+		
06-13	12,017.72+	06-28	11,742.72+		

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

First Citizens
1225 Lady Street
PO Box 29
Columbia, SC 29202-0029

Nocks

SC08

05141
LAMAR GREENE
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

ZE
41Q

Your Account(s) At A Glance
Checking
Balance 1,842.48+

Statement Period: July 1, 2005 Thru July 31, 2005 Account Number: 160005769701

Business Checking I

Account Number: 160005769701 Enclosures In Statement: 0

Beginning Balance	1,425.41+	Statement Period Days	31
1 Deposits	11,600.00+	Average Collected Balance	3,790.00+
0 Other Credits	0.00		
0 Checks	0.00		
2 Other Debits	11,082.93-		
Monthly Service Charge	0.00		
Ending Balance	1,842.48+		

Deposits To Your Account

Date	Amount	Date	Amount
07-21	11,600.00		

Other Debits From Your Account

Date	Description	Amount
07-18	Commercial Loans CI Tran 000179007729001 F	765.62
07-29	First Citizens Loan Trans 0000628463	10,317.31
	Total	11,082.93

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
07-18	659.79+	07-21	12,159.79+	07-29	1,842.48+

A recent compromise of debit card and credit card information through a merchant processor involved many cardholders nationwide. First Citizens has contacted our affected cardholders. Please be assured that we are taking every available precaution to protect the integrity of your account information.

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

First Citizens
1225 Lady Street
PO Box 29
Columbia, SC 29202-0029

No Chks.

SC08

06050
LAMAR GREENE
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

Your Account(s) At A Glance
Checking Balance 1,679.63

26
410

Statement Period: August 1, 2005 Thru August 31, 2005 Account Number: 160005769701

Business Checking I

Account Number: 160005769701 Enclosures In Statement: 0

Beginning Balance	1,842.48+	Statement Period Days	31
1 Deposits	11,000.00+	Average Collected Balance	775.00+
0 Other Credits	0.00		
0 Checks	0.00		
3 Other Debits	11,162.85-		
Monthly Service Charge	0.00		
Ending Balance	1,679.63+		

Deposits To Your Account

Date	Amount
08-30	11,000.00

Other Debits From Your Account

Date	Description	Amount
08-16	Commercial Loans Cl Tran 000179007729001 G	813.54
08-29	Insufficient Funds Charge	32.00
08-30	First Citizens Loan Trans 0000628463	10,317.31
	Total	11,162.85

Paur

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
08-16	1,028.94+	08-29	996.94+	08-30	1,679.63+

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

First Citizens
1225 Lady Street
PO Box 29
Columbia, SC 29202-0029

SC08

Your Account(s) At A Glance

Checking
Balance 30,577.33+

LAMAR GREENE
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

ZE
410

Statement Period: September 1 , 2005 Thru September 30, 2005 Account Number : 160005769701
Branch : 410

Business Checking I
Account Number : 160005769701 Enclosures In Statement: 0

Beginning Balance	1,679.63+	Statement Period Days	30
1 Deposits	40,054.60+	Average Collected Balance	23,603.00+
0 Other Credits	0.00		
0 Checks	0.00		
2 Other Debits	11,156.90- INT. LOANS		
Monthly Service Charge	0.00		
Ending Balance	30,577.33+		

SPLIT BETWEEN SPHR & LEGEROT

Deposits To Your Account

Date	Amount	Date	Amount
09-12	40,054.60		

Other Debits From Your Account

Date	Description	Amount
09-16	Commercial Loans Cl Tran 000179007729001 H	839.59
09-29	First Citizens Loan Trans 0000628463	10,317.31 - SPHR
	Total	11,156.90 → LOAN PA

2 LOAN SPHR 7-1616

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
09-12	41,734.23+	09-16	40,894.64+	09-29	30,577.33+

irect Customer Inquiry Calls To
IRST CITIZENS
otline At 1-888-612-4444.

Page 1 of 1

000329

First Citizens

1225 Lady Street
PO Box 29
Columbia, SC 29202-0029

SC08

08001
LAMAR GREENE
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

IM
410

Your Account(s) At A Glance
Checking Balance 330,324.53+

Statement Period: October 1, 2005 Thru October 31, 2005 Account Number: 160005769701

Business Checking I

Account Number: 160005769701

Enclosures In Statement: 0

Beginning Balance	30,577.33+	Statement Period Days	31
7 Deposits	729,767.40+	Average Collected Balance	181,293.00+
0 Other Credits	0.00		
9 Checks	418,854.35-		
2 Other Debits	11,155.85-		
Monthly Service Charge	0.00		
Ending Balance	330,324.53+		

Deposits To Your Account

Date	Amount	Date	Amount	Date	Amount
10-03	200,000.00	10-24	38,092.20	10-31	200,000.00
10-20	51,115.60	10-27	80,000.00		
10-21	122,452.40	10-27	38,097.20		

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
24- 1049	10-07	2,691.00	1053	10-24	1,381.00	1057	10-25	400,000.00
1050	10-19	5,031.00	1055*	10-21	2,150.00	1058	10-27	316.35
1052*	10-11	2,135.00	1056	10-20	3,000.00	1059	10-27	2,150.00

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

Other Debits From Your Account

Date	Description	Amount
10-18	Commercial Loans Cl Tran 000179007729001 I	838.54
10-31	First Citizens Loan Trans 0000628463	10,317.31
	Total	11,155.85

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
10-03	230,577.33+	10-19	219,881.79+	10-25	25,010.99+
10-07	227,886.33+	10-20	267,997.39+	10-27	140,641.84+
10-11	225,751.33+	10-21	388,299.79+	10-31	330,324.53+
10-18	224,912.79+	10-24	425,010.99+		

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

First Citizens
1225 Lady Street
PO Box 29
Columbia, SC 29202-0029

SC08

07990
LAMAR GREENE
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

IM
410

Your Account(s) At A Glance
Checking Balance: $ 324,901.47

Statement Period: January 1, 2006 Thru January 31, 2006 Account Number: 160005769701

Business Checking I

Account Number: 160005769701

Enclosures In Statement: 0

Beginning Balance	490,613.56+	Statement Period Days	31
1 Deposits	19,000.00+	Average Collected Balance	384,068.00+
0 Other Credits	0.00		
16 Checks	93,053.91-		
4 Other Debits	91,658.18-		
Monthly Service Charge	0.00		
Ending Balance	324,901.47+		

Deposits To Your Account

Date	Amount
01-18	19,000.00

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
1134	01-18	10,000.00	1150	01-12	3,539.04	1158	01-23	240.00
1145*	01-05	40,000.00	1154*	01-13	3,000.00	1159	01-30	2,139.37
1146	01-10	2,085.00	1155	01-20	8,615.00	1181*	01-18	2,075.00
1148*	01-10	10,000.00	1156	01-23	2,500.00	1182	01-27	2,000.00
1149	01-13	1,436.20	1157	01-23	504.30	1185*	01-31	5,000.00

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

Other Debits From Your Account

pay interest loan

Date	Description	Amount
01-11	# Wire Transfer Ref. Number = 000035	80,701.56
01-11	Wire Transfer Fee	15.00
01-17	Commercial Loans Cl Tran 000179007729001 J	624.31
01-30	First Citizens Loan Trans 0000628463	10,317.31
	Total	91,658.18

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
01-05	450,613.56+	01-13	349,916.76+	01-23	344,358.15+
01-10	438,608.56+	01-17	349,292.45+	01-27	342,358.15+
01-11	357,892.00+	01-18	356,217.45+	01-30	329,901.47+
01-12	354,352.96+	01-20	347,602.45+	01-31	324,901.47+

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

First Citizens

1225 Lady Street
PO Box 29
Columbia, SC 29202-0029

SC08

08066
LAMAR GREENE
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

IM
410

Your Account(s) At A Glance
Checking Balance [illegible]

Statement Period: February 1, 2006 Thru February 28, 2006 Account Number: 160005769701

Business Checking I

Account Number: 160005769701

Enclosures In Statement: 0

Beginning Balance	324,901.47+	Statement Period Days	28
2 Deposits	60,257.00+	Average Collected Balance	267,755.00+
0 Other Credits	0.00		
22 Checks	148,858.25-		
3 Other Debits	16,688.72-		
Monthly Service Charge	0.00		
Ending Balance	219,611.50+		

Deposits To Your Account

Date	Amount	Date	Amount
02-10	51,439.00	02-28	8,818.00

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
	02-21	33,057.89	1168*	02-17	2,400.00	49 — 1190	02-10	5,000.00
1141	02-10	2,500.00	1169	02-21	5,900.00	53 — 1191	02-22	4,479.93
46 — 1160*	02-03	8,543.10	44 — 1183*	02-06	208.00	50 — 1192	02-16	7,500.00
47 — 1161	02-09	500.00	1184	02-06	160.00	1193	02-23	3,567.00
1163*	02-08	1,900.00	45 — 1186*	02-02	10,630.00	51 — 1194	02-28	3,461.60
48 — 1164	02-10	3,817.36	1187	02-07	12,103.47	52 — 1196*	02-24	6,000.00
1165	02-22	105.00	1188	02-08	35,000.00			
1166	02-13	1,000.00	1189	02-09	2,025.00			

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

Other Debits From Your Account

Date	Description	Amount
02-16	Commercial Loans CI Tran 000179007729001 K	634.72
02-28	# Wire Transfer Ref Number = 000018	16,039.00
02-28	Wire Transfer Fee	15.00
	Total	16,688.72

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

First Citizens

1225 Lady Street
PO Box 29
Columbia, SC 29202-0029

SC08

08393
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

IM
410

Your Account(s) At A Glance
Checking
Balance

Statement Period: March 1, 2006 Thru March 31, 2006 Account Number: 160005769701

Business Checking I

Account Number: 160005769701

Enclosures In Statement: 0

Beginning Balance	219,611.50+	Statement Period Days	31
2 Deposits	40,762.86+	Average Collected Balance	213,388.00+
0 Other Credits	0.00		
12 Checks	107,267.46-		
2 Other Debits	11,269.62-		
Monthly Service Charge	0.00		
Ending Balance	141,837.28+		

Deposits To Your Account

Date	Amount	Date	Amount
03-07	39,312.00	03-07	1,450.86

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
1061	03-29	602.00	1198*	03-09	11,268.06	1204	03-29	50,000.00
1170*	03-20	1,850.00	54 — 1199	03-10	2,000.00	1206*	03-28	1,500.00
1171	03-29	7,750.00	55 — 1200	03-17	13,095.00	1208*	03-30	8,667.40
1195*	03-01	5,500.00	56 — 1203*	03-24	2,900.00	1209	03-13	2,136.00

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

Other Debits From Your Account

Date	Description	Amount
03-16	# Miscellaneous Debit	10,686.29
03-16	Commercial Loans Cl Tran 000179007729001 L	583.33
	Total	11,269.62

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
03-01	214,111.50+	03-13	239,471.30+	03-24	210,356.68+
03-07	254,874.36+	03-16	228,201.68+	03-28	208,856.68+
03-09	243,606.30+	03-17	215,106.68+	03-29	150,504.68+
03-10	241,606.30+	03-20	213,256.68+	03-30	141,837.28+

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

First Citizens

1230 Main Street
P.O. Box 29
Columbia, SC 29202-0029

SC08

08348
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

IM
410

Your Account(s) At A Glance
Checking Balance 168,905.24

Statement Period: April 1, 2006 Thru April 30, 2006 Account Number: 160005769701

Business Checking I

Account Number: 160005769701

Enclosures In Statement: 0

Beginning Balance	141,837.28+	Statement Period Days	30
1 Deposits	100,000.00+	Average Collected Balance	123,036.00+
0 Other Credits	0.00		
11 Checks	72,273.71-		
1 Other Debits	658.33-		
Monthly Service Charge	0.00		
Ending Balance	168,905.24+		

Deposits To Your Account

Date	Amount
04-21	100,000.00

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
57— 1062	04-11	5,000.00	59— 1066	04-12	5,000.00	1071*	04-28	2,300.00
1063	04-05	34,600.00	1067	04-18	2,600.00	61— 1072	04-28	4,000.00
1064	04-04	2,065.00	60— 1068	04-24	500.00	1211*	04-07	10,000.00
58— 1065	04-10	5,000.00	1069	04-26	1,308.71			

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

Other Debits From Your Account

Date	Description	Amount
04-18	Commercial Loans Cl Tran 000179007729001 M	658.33
Total		658.33

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
04-04	139,772.28+	04-11	85,272.28+	04-24	176,513.95+
04-05	105,272.28+	04-12	80,272.28+	04-26	175,205.24+
04-07	95,272.28+	04-18	77,013.95+	04-28	168,905.24+
04-10	90,272.28+	04-21	177,013.95+		

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

First Citizens

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

SC08

08582
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

IM
410

Your Account(s) At A Glance
Checking Balance [illegible]

Statement Period: May 1, 2006 Thru May 31, 2006

Account Number: 160005769701

Business Checking I

Account Number: 160005769701

Enclosures In Statement: 0

Beginning Balance	168,905.24+	Statement Period Days	31
2 Deposits	230,000.00+	Average Collected Balance	123,293.00+
0 Other Credits	0.00		
26 Checks	314,249.80-		
3 Other Debits	13,489.26-		
Monthly Service Charge	0.00		
Ending Balance	71,166.18+		

Deposits To Your Account

Date	Amount	Date	Amount
05-11	130,000.00	05-17	100,000.00

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
1073	05-04	12,745.14	1083	05-15	10,000.00	1174	05-15	1,500.00
63 - 1075*	05-02	150.00	67 - 1084	05-09	3,000.00	1176	05-15	2,500.00
62 - 1076	05-02	100.00	1085	05-17	200,000.00	73 - 1176	05-18	3,600.00
1077	05-08	9,632.83	66 - 1086	05-17	2,600.00	70 - 1177	05-22	5,000.00
65 - 1078	05-03	2,679.00	69 - 1087	05-17	1,000.00	1178	05-25	312.00
64 - 1079	05-05	4,000.00	72 - 1088	05-30	3,600.00	71 - 1179	05-25	6,500.00
1080	05-03	3,000.00	1089	05-25	1,000.00	1202*	05-17	25,000.00
1081	05-05	660.00	1090	05-31	2,600.00			
1082	05-09	12,270.83	68 - 1173*	05-09	1,000.00			

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

Other Debits From Your Account

Date	Description	Amount
05-08	First Citizens Loan Trans 0000628463	8,725.32
05-16	Commercial Loans Cl Tran 000179007729001 N	649.31
05-25	# Miscellaneous Debit	4,114.63
	Total	13,489.26

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

First Citizens

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

SC08

08612
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

1M
410

Your Account(s) At A Glance
Checking Balance 13,960.40+

Statement Period: June 1, 2006 Thru June 30, 2006

Account Number: 160005769701

Business Checking I

Account Number: 160005769701

Enclosures In Statement: 0

Beginning Balance	71,166.18+	Statement Period Days	30
1 Deposits	50,000.00+	Average Collected Balance	44,250.00+
0 Other Credits	0.00		
19 Checks	97,791.67-		
2 Other Debits	9,414.21-		
Monthly Service Charge	0.00		
Ending Balance	13,960.40+		

Deposits To Your Account

Date	Amount
06-19	50,000.00

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
1213	06-21	39.71	78 - 1273	06-02	2,262.10	1281	06-15	13,141.67
1214	06-20	18,338.87	1274	06-08	1,880.00	1282	06-14	2,000.00
76 - 1215	06-26	6,792.92	1275	06-06	1,163.94	1283	06-29	1,700.00
75 - 1217*	06-30	5,000.00	1276	06-06	300.00	1284	06-29	5,947.16
1241*	06-21	25,589.20	74 - 1277	06-08	2,500.00	80 - 1285	06-26	5,000.00
1271*	06-05	340.00	77 - 1278	06-08	2,700.00			
1272	06-02	600.00	79 - 1280*	06-08	2,496.00			

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

Other Debits From Your Account

Date	Description	Amount
06-07	First Citizens Commercial Loan Pymnt 0000628463-0001065937	8,725.32
06-16	Commercial Loans Cl Tran 000179007729001 O	688.89
Total		9,414.21

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
06-02	68,304.08+	06-14	46,198.82+	06-21	38,400.48+
06-05	67,964.08+	06-15	33,057.16+	06-26	26,607.56+
06-06	66,500.14+	06-16	32,368.26+	06-29	18,960.40+
06-07	57,774.82+	06-19	82,368.26+	06-30	13,960.40+
06-08	48,198.82+	06-20	64,029.39+		

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

First Citizens

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

SC08

08418
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

IM
410

Your Account(s) At A Glance
Checking
Balance [illegible]

Statement Period: July 1, 2006 Thru July 31, 2006 Account Number: 160005769701

Business Checking I

Account Number: 160005769701

Enclosures In Statement: 0

Beginning Balance	13,960.40+	Statement Period Days	31
2 Deposits	94,000.00+	Average Collected Balance	16,992.00+
0 Other Credits	0.00		
14 Checks	86,274.16-		
5 Other Debits	9,455.10-		
Monthly Service Charge	0.00		
Ending Balance	12,231.14+		

Deposits To Your Account

Date	Amount	Date	Amount
07-11	50,000.00	07-26	44,000.00

Checks Paid From Your Account

	Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
81	1216	07-14	3,000.00	1224*	07-26	43,655.00	1289*	07-18	2,190.21
82	1218*	07-06	560.00	80 1225	07-18	724.48	1290	07-18	1,004.47
84	1219	07-18	1,500.00	83 1226	07-20	15,000.00	87 1292*	07-26	2,765.00
	1220	07-14	2,350.00	1286*	07-03	4,860.00	88 1294*	07-31	5,000.00
85	1221	07-14	1,100.00	1287	07-05	2,575.00			

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

Other Debits From Your Account

Date	Description	Amount
07-07	First Citizens Commercial Loan Paymnt 0000628463-0001065937	8,725.32
07-07	Overdraft Item Fee	32.00
07-07	Overdrawn Account Fee	5.00
07-10	Overdrawn Account Fee	15.00
07-18	Commercial Loans CI Tran 00017900772 9001 P	677.78
	Total	9,455.10

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
07-03	9,100.40+	07-10	2,801.92-	07-20	19,651.14+
07-05	6,525.40+	07-11	47,198.08+	07-25	16,886.14+
07-06	5,975.40+	07-14	40,748.08+	07-26	17,231.14+
07-07	2,786.92-	07-18	34,651.14+	07-31	12,231.14+

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

First Citizens

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

SC08

08640
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

IM
410

Your Account(s) At A Glance
Checking Balance [redacted]

Statement Period: August 1, 2006 Thru August 31, 2006 Account Number: 160005769701

Business Checking I

Account Number: 160005769701

Enclosures In Statement: 0

Beginning Balance	12,231.14+	Statement Period Days	31
6 Deposits	1,368,037.00+	Average Collected Balance	414,158.00+
0 Other Credits	0.00		
22 Checks	546,404.52-		
11 Other Debits	164,402.88-		
Monthly Service Charge	0.00		
Ending Balance	679,460.74+		

Deposits To Your Account

Date	Amount	Date	Amount	Date	Amount
08-01	44,000.00	08-10	150,000.00	08-30	44,037.00
08-08	10,000.00	08-15	1,000,000.00	08-31	120,000.00

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
	08-08	3,500.00	96- 1237*	08-23	2,600.00	89- 1295*	08-03	558.00
90- 1227	08-04	5,000.00	1239*	08-25	270,000.00	1296	08-01	500.00
1228	08-23	263.62	97- 1240	08-24	5,000.00	98- 1297	08-07	836.00
1230*	08-11	30,000.00	1242*	08-29	1,300.00	1298	08-16	500.00
91- 1231	08-18	8,900.00	1243	08-28	10,000.00	1299	08-11	3,300.00
3491- 1232	08-16	10,000.00	95- 1244	08-30	13,600.00	1300	08-14	1,750.00
92- 1233	08-18	14,470.00	1291*	08-30	42,432.90			
1235*	08-30	120,000.00	1293*	08-07	2,095.00			

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

Other Debits From Your Account

Date	Description	Amount
08-01	Chargeback	44,000.00
08-01	Chargeback Fee	5.00
08-07	First Citizens Commercial Loan Paymnt 0000628463-0001065937	8,726.32
08-07	Overdraft Item Fee	96.00
08-07	Insufficient Funds Fee	64.00
08-07	Overdrawn Account Fee	5.00
08-08	Greenville First Loan Pymt 160005769701	750.00
08-16	Commercial Loans Cl Tran **********9001 Q	710.41
08-22	# Miscellaneous Debit	100,000.00

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

First Citizens

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

SC08

08570
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

IM
410

Your Account At A Glance
Checking Balance [illegible]

Statement Period: September 1, 2006 Thru September 30, 2006 Account Number: 160005769701

Business Checking I

Account Number: 160005769701

Enclosures In Statement: 0

Beginning Balance	679,460.74+	Statement Period Days	30
2 Deposits	222,310.00+	Average Collected Balance	223,059.00+
0 Other Credits	0.00		
12 Checks	108,809.04-		
9 Other Debits	697,902.74-		
Monthly Service Charge	0.00		
Ending Balance	95,058.96+		

Deposits To Your Account

Date	Amount	Date	Amount
09-06	178,655.00	09-22	43,655.00

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
99 - 1303 -	09-14	2,500.00	1246	09-01	42,432.00	1253	09-22	800.00
100 - 1248 -	09-15	1,500.00	1247	09-05	4,000.00	1302*	09-05	2,608.34
1304 -	09-19	1,500.00	1249*	09-07	3,881.70	1306*	09-21	2,850.00
1245	09-22	44,037.00	101 - 1252*	09-22	2,500.00	1307	09-25	200.00

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

Other Debits From Your Account

Date	Description	Amount
09-05	Chargeback	44,037.00
09-05	Chargeback Fee	5.00
09-05	Greenville First Loan Pymt *****1100	750.00
09-07	First Citizens Commercial Loan Paymnt 0000628463-0001065937	8,725.32
09-08	# Wire Transfer Ref Number = 000109	600,000.00
09-08	Wire Transfer Fee	15.00
09-11	Chargeback	43,655.00
09-11	Chargeback Fee	5.00
09-19	Commercial Loans Cl Tran **********9001 R	710.42
	Total	697,902.74

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

000339

Other Debits From Your Account

Date	Description	Amount
10-05	Greenville First Loan Pymt *****1100	760.00
10-10	First Citizens Commercial Loan Paymnt 0000628463-0001065937	8,725.32
10-13	Wire Transfer Fee	12.00
10-17	Commercial Loans CI Tran **********9001 S	687.50
	Total	10,174.82

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
10-02	86,434.91+	10-16	256,552.69+	10-26	256,728.60+
10-05	85,684.91+	10-17	255,538.60+	10-27	248,353.60+
10-06	79,234.91+	10-18	252,928.60+	10-30	246,278.60+
10-10	70,509.59+	10-20	241,928.60+	10-31	210,983.60+
10-12	63,509.59+	10-24	263,228.60+		
10-13	306,889.29+	10-25	258,728.60+		

First Citizens

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

SC08

08680
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

IM
410

Your Account(s) At A Glance
Statement Balance 2,149.51-

Statement Period: November 1, 2006 Thru November 30, 2006 Account Number: 160005769701

Business Checking I

Account Number: 160005769701

Enclosures In Statement: 0

Beginning Balance	210,983.60+	Statement Period Days	30
0 Deposits	0.00	Average Collected Balance	99,110.00+
0 Other Credits	0.00		
21 Checks	153,590.37-		
9 Other Debits	59,542.74-		
Monthly Service Charge	0.00		
Ending Balance	2,149.51-		

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
108—1264	11-06	8,146.00	110—1327*	11-06	5,880.00	1391*	11-15	1,500.00
1268*	11-08	2,500.00	1327*	11-07	5,994.15	1392	11-28	400.00
1269	11-03	360.00	111—1328	11-01	5,000.00	1421*	11-14	36,700.00
1270	11-13	1,920.00	1328*	11-20	46,800.00	1422	11-24	5,000.00
1319*	11-06	3,000.00	1329	11-15	250.00	1423	11-22	2,495.00
112—1320	11-07	1,236.72	1330	11-07	3,850.00	1424	11-28	10,000.00
1321	11-06	5,000.00	1330*	11-14	3,668.50	114—1426*	11-29	5,000.00

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

Other Debits From Your Account

Date	Description	Amount
11-06	Greenville First Loan Pymt 400821100	750.00
11-07	First Citizens Commercial Loan Paymnt 0000628463-0001065937	8,725.32
11-16	# Wire Transfer Ref Number = 000103	2,500.00
11-16	Wire Transfer Fee	15.00
11-16	# Miscellaneous Debit	46,800.00
11-16	Commercial Loans Cl Tran **********9001 T	710.42
11-29	Overdraft Item Fee	32.00
11-29	Overdrawn Account Fee	5.00
11-30	Overdrawn Account Fee	5.00
	Total	59,542.74

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

First Citizens

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

SC08

08850
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

IM
410

Your Account(s) At A Glance
Checking
Balance 39,591.39+

Statement Period: February 1, 2007 Thru February 28, 2007 Account Number: 160005769701

Business Checking I

Account Number: 160005769701

Enclosures In Statement: 0

Beginning Balance	104,741.69+	Statement Period Days	28
0 Deposits	0.00	Average Collected Balance	76,875.00+
0 Other Credits	0.00		
20 Checks	52,862.94-		
6 Other Debits	12,287.36-		
Monthly Service Charge	0.00		
Ending Balance	39,591.39+		

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
	02-09	1,500.00	1344	02-21	160.00	1455	02-23	4,000.00
	02-13	2,482.00	1345	02-28	160.00	1456	02-28	3,961.00
1336	02-05	2,450.00	1347*	02-28	175.00	1601*	02-09	630.20
1338*	02-23	5,000.00	1419*	02-02	500.00	1602	02-05	5,000.00
1341*	02-20	3,242.00	1452*	02-14	2,025.00	1603	02-07	450.00
1342	02-14	7,000.00	1453	02-21	5,358.00	1604	02-09	2,783.74
1343	02-20	3,606.00	1454	02-23	2,400.00			

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

Other Debits From Your Account

Date	Description	Amount
02-05	Greenville First Loan Pymt 400821100	750.00
02-07	Harland Checks Chk Orders *** *******9740	93.35
02-07	Harland Checks Chk Orders *** *******9740	20.35
02-15	SC To ACH Trans Transfer ***3392	2,500.00
02-16	Commercial Loans CI Tran **********9001 U	198.34
02-22	First Citizens Commercial Loan Paymnt 0000628463-0001065937	8,725.32
	Total	12,287.36

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
02-02	104,241.69+	02-14	79,077.05+	02-22	55,287.39+
02-05	96,041.69+	02-15	76,577.05+	02-23	43,887.39+
02-07	95,477.99+	02-16	76,378.71+	02-28	39,591.39+
02-09	90,564.05+	02-20	69,530.71+		
02-13	88,102.05+	02-21	64,012.71+		

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

First Citizens

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

SC08

09188
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

IM
410

Your Account(s) At A Glance
Checking
Balance

Statement Period: March 1, 2007 Thru March 31, 2007 Account Number: 160005769701

Business Checking I

Account Number: 160005769701

Enclosures In Statement: 0

Beginning Balance	39,591.39+	Statement Period Days	31
3 Deposits	197,607.51+	Average Collected Balance	49,778.00+
0 Other Credits	0.00		
17 Checks	68,615.66-		
5 Other Debits	12,311.15-		
Monthly Service Charge	0.00		
Ending Balance	156,272.09+		

Deposits To Your Account

Date	Amount	Date	Amount	Date	Amount
03-09	50,000.00	03-28	48,679.13	03-30	98,928.38

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
33 – 1457	03-01	5,000.00	1463	03-21	4,500.00	1607	03-07	2,000.00
1458	03-09	200.00	1464	03-26	2,630.00	1608	03-15	7,200.15
1459	03-23	4,762.00	135 – 1465	03-27	500.00	1611*	03-29	13,788.51
1460	03-08	2,500.00	1501*	03-29	10,000.00	1613*	03-28	2,500.00
1461	03-14	2,600.00	1605*	03-12	375.00	136 – 1614	03-30	5,000.00
1462	03-21	3,560.00	1606	03-08	1,500.00			

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

Other Debits From Your Account

Date	Description	Amount
03-05	Greenville First Loan Pymt 400821100	750.00
03-12	# Telephone Transfer	15.00
03-15	SC To ACH Trans Transfer ***3392	2,500.00
03-16	Commercial Loans Cl Tran **********9001 V	320.83
03-22	First Citizens Commercial Loan Paymnt 0000628463-0001065937	8,725.32
	Total	12,311.15

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

First Citizens

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

SC08

09117
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

IM
410

Your Account at a Glance
Checking
Balance 252,291.51

Statement Period: April 1, 2007 Thru April 30, 2007 Account Number: 160005769701

Business Checking I

Account Number: 160005769701 Enclosures In Statement: 0

Beginning Balance	156,272.09+	Statement Period Days	30
3 Deposits	258,000.00+	Average Collected Balance	180,377.00+
0 Other Credits	0.00		
23 Checks	158,235.07-		
5 Other Debits	3,745.51-		
Monthly Service Charge	0.00		
Ending Balance	252,291.51+		

Deposits To Your Account

Date	Amount	Date	Amount	Date	Amount
04-05	125,000.00	04-25	33,000.00	04-26	100,000.00

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
1348	04-26	300.00	1473	04-20	20,000.00	1612*	04-10	150.00
1350*	04-25	450.00	1474	04-25	559.00	1616*	04-09	4,000.00
7 1352*	04-27	5,000.00	1475	04-27	5,000.00	1617	04-03	5,000.00
1353	04-27	5,000.00	1502*	04-12	2,250.00	1618	04-04	300.00
1466*	04-02	1,240.00	1504*	04-16	3,250.00	1619	04-12	32,550.00
1467	04-02	5,277.00	1505	04-24	3,250.00	1620	04-12	5,000.00
1468	04-02	859.07	1506	04-30	4,000.00	1621	04-12	2,000.00
1472*	04-11	33,000.00	1609*	04-04	20,000.00			

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

Other Debits From Your Account

Date	Description	Amount
04-05	Greenville First Loan Pymt 400821100	750.00
04-16	SC To ACH Trans Transfer ***3392	2,500.00
04-17	Commercial Loans CI Tran **********9001 W	355.21
04-18	Harland Checks Chk Orders *** *******1390	70.15
04-26	Harland Checks Chk Orders *** *******7940	70.15
	Total	3,745.51

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

Other Debits From Your Account

Date	Description	Amount
05-02	Harland Checks Chk Orders *** *******6480	70.15
05-02	Harland Checks Chk Orders *** *******6480	70.15
05-04	Wire Transfer Fee	12.00
05-07	Greenville First Loan Pymt 400821100	750.00
05-15	SC To ACH Trans Transfer ***3392	2,500.00
05-16	Commercial Loans Cl Tran **********9001 X	343.75
05-17	# Miscellaneous Debit	5,969.68
05-31	# Wire Transfer Ref Number = 000003	7,405.00
05-31	Wire Transfer Fee	15.00
	Total	17,135.73

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
05-01	242,291.51+	05-11	267,248.07+	05-23	164,484.64+
05-02	231,187.78+	05-14	267,248.07+	05-24	165,377.52+
05-03	225,187.78+	05-15	248,748.07+	05-25	156,220.92+
05-04	372,675.78+	05-16	243,404.32+	05-29	156,060.92+
05-07	366,925.78+	05-17	232,934.64+	05-30	152,310.92+
05-08	345,118.07+	05-18	227,434.64+	05-31	137,890.92+
05-09	225,118.07+	05-21	224,259.64+		
05-10	219,748.07+	05-22	189,259.64+		

First Citizens

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

SC08

09108
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

IM
410

Your Account(s) At A Glance
Checking
Balance [illegible]

Statement Period: June 1, 2007 Thru June 30, 2007 Account Number: 160005769701

Business Checking I

Account Number: 160005769701 Enclosures In Statement: 0

Beginning Balance	137,890.92+	Statement Period Days	30
0 Deposits	0.00	Average Collected Balance	80,354.00+
0 Other Credits	0.00		
33 Checks	97,437.01-		
4 Other Debits	11,074.89-		
Monthly Service Charge	0.00		
Ending Balance	29,379.02+		

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
1479	06-13	2,500.00	151—1541	06-12	2,700.00	1637	06-15	2,462.02
1480	06-28	651.83	152—1542	06-12	4,000.00	1638	06-07	1,500.00
1481	06-05	2,900.00	153—1543	06-14	500.00	1640*	06-08	1,349.05
1482	06-04	4,753.00	1544	06-27	5,000.00	1641	06-11	2,900.00
147—1483	06-11	2,000.00	155—1546*	06-28	3,983.00	154—1642	06-29	2,571.93
148—1484	06-21	3,280.06	156—1548*	06-29	5,000.00	158—1643	06-28	3,000.00
1511*	06-06	160.00	1624*	06-29	300.00	1644	06-25	4,000.00
1514*	06-01	170.00	1633*	06-04	5,000.00	1645	06-20	450.00
1538*	06-08	5,000.00	1634	06-04	4,000.00	1646	06-22	2,258.00
1539	06-22	1,100.00	1635	06-12	10,000.00	1647	06-28	5,000.00
50—1540	06-11	1,370.00	146—1636	06-05	5,000.00	1649*	06-28	2,578.12

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

Other Debits From Your Account

Date	Description	Amount
06-04	# Miscellaneous Debit	5,969.68
06-05	Greenville First Loan Pymt 400821100	750.00
06-15	SC To ACH Trans Transfer ***3392	4,000.00
06-18	Commercial Loans CI Tran **********9001 Y	355.21
	Total	11,074.89

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

First Citizens

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

SC08

09153
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

IM
410.

Your Account(s) At A Glance
Checking
Balance 1,899.37

Statement Period: July 1, 2007 Thru July 31, 2007 Account Number: 160005769701

Business Checking I

Account Number: 160005769701

Enclosures In Statement: 0

Beginning Balance	29,379.02+	Statement Period Days	31
5 Deposits	18,502.50+	Average Collected Balance	2,743.00+
0 Other Credits	0.00		
12 Checks	32,869.26-		
22 Other Debits	13,112.89-		
Monthly Service Charge	0.00		
Ending Balance	1,899.37+		

Deposits To Your Account

Date	Amount	Date	Amount	Date	Amount
07-11	5,000.00	07-23	5,000.00	07-31	2,502.50
07-17	2,500.00	07-24	3,500.00		

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
	07-17	3,060.00	1628*	07-13	4,000.00	1652*	07-25	2,800.00
1486	07-12	2,690.59	1639*	07-13	723.92	1653	07-02	5,000.00
1645*	07-02	2,276.00	157 – 1648*	07-11	1,100.00	160 – 1654	07-09	5,000.00
1647*	07-03	3,000.00	1650*	07-02	1,718.76	159 – 1656*	07-16	1,500.00

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

Other Debits From Your Account

Date	Description	Amount
07-02	First Citizens Commercial Loan Paymnt 0000628463-0001065937	5,969.68
07-05	Greenville First Loan Pymt 400821100	1,500.00
07-16	SC To ACH Trans Transfer ***3392	4,000.00
07-16	Overdraft Item Fee	64.00
07-16	Overdrawn Account Fee	5.00
07-17	Overdraft Item Fee from 071607	32.00
07-17	Overdrawn Account Fee	5.00
07-18	Overdraft Item Fee from 071707	32.00
07-18	Commercial Loans Cl Tran **********9001 Z	343.75
07-18	Overdrawn Account Fee	5.00
07-19	Overdrawn Account Fee	5.00
07-20	Overdrawn Account Fee	5.00
07-23	Vz Wireless Arc Arc 1515	32.46
07-23	Overdraft Item Fee	32.00
07-23	Overdrawn Account Fee	15.00

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

Other Debits From Your Account

Date	Description	Amount
08-02	# Wire Transfer Ref Number = 000033	38,371.00
08-02	Wire Transfer Fee	15.00
08-03	Overdraft Item Fee from 080207	32.00
08-03	First Citizens Commercial Loan Paymnt 0000628463-0001065937	5,969.68
08-06	Greenville First Loan Pymt 400821100	1,500.00
08-15	SC To ACH Trans Transfer ***3392	4,000.00
08-16	Commercial Loans CI Tran **********9001 AA	355.21
08-24	# Wire Transfer Ref Number = 000067	101,975.73
08-24	Wire Transfer Fee	15.00
08-27	Wire Transfer Fee	12.00
08-28	# Wire Transfer Ref Number = 000085	165,092.21
08-28	Wire Transfer Fee	15.00
08-29	# Wire Transfer Ref Number = 000009	725,000.00
08-29	Wire Transfer Fee	15.00
	Total	1,042,367.83

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
08-01	40,899.37+	08-10	24,237.15+	08-27	1,645,018.94+
08-02	2,513.37+	08-14	19,158.57+	08-28	1,429,911.73+
08-03	96,511.69+	08-15	15,103.76+	08-29	554,896.73+
08-06	90,011.69+	08-16	14,248.55+	08-30	364,509.86+
08-07	70,561.69+	08-21	14,166.20+	08-31	357,558.61+
08-08	50,311.69+	08-22	1,062,892.14+		
08-09	30,237.15+	08-24	881,291.94+		

"Plaintiff's Exhibit 5"

LAMAR GREENE
SALARY HISTORY
10-15-07

Letter	Page #	Date	Check Number	Made to	Reason	Amount	
		7/11/2005	Cashiers Check from Regions out of Construction Loan	Lamar Greene	Salary	$ 10,000	
		8/31/2005	Cashiers Check from Regions out of Construction Loan	Lamar Greene	Salary	$ 10,000	
		10/2/2005	Cashiers Check from Regions out of Construction Loan	Lamar Greene	Salary	$ 10,000	
A	1	10/19/2005	1056	Lamar Greene	Salary	$ 3,000	
		11/3/2005	Cashiers Check from Regions out of Construction Loan	Lamar Greene	Salary	$ 10,000	
		11/16/2005	1129	Cash	Salary	$ 3,000	
		12/2/2005	Cashiers Check from Regions out of Construction Loan	Lamar Greene	Salary	$ 10,000	
					Total Received 2005		$ 56,000
		1/5/2006	Cashiers Check from Regions out of Construction Loan	Lamar Greene	Salary	$ 10,000	
		1/23/2006	1156	Lamar Greene	Shreveport Expenses	$ 2,500	
		1/30/2006	1185	Lamar Greene	Salary	$ 5,000	
		1/27/2006	1162	Lamar Greene	Salary	$ 2,000	
		2/10/2006	Cashiers Check from Regions out of Construction Loan	Lamar Greene	Salary	$ 10,000	
B	2	2/10/2006	1188	Cash	Travel	$ 1,000	
C	3	2/15/2006	1192	Cash	Bonus	$ 7,500	
D	4	2/23/2006	1196	Lamar Greene	Salary	$ 5,000	
E	5	2/23/2006	1193	Lamar Greene	Salary	$ 5,500	
		3/6/2006	Cashiers Check from Regions out of Construction Loan	Lamar Greene	Salary	$ 10,000	
		3/30/2006	Cashiers Check from Regions out of Construction Loan	Lamar Greene	Salary	$ 10,000	
		5/5/2006	Cashiers Check from Regions out of Construction Loan	Lamar Greene	Salary	$ 10,000	
F	6	5/25/2006	Written one account to another	Lamar Greene	Travel Money	$ 3,500	
		6/5/2006	Cashiers Check from Regions out of Construction Loan	Lamar Greene	Salary	$ 10,000	
		7/6/2006	Cashiers Check from Regions out of Construction Loan	Lamar Greene	Salary	$ 10,000	
		8/6/2006	Cashiers Check from Regions out of Construction Loan	Lamar Greene	Salary	$ 10,000	
G	7	8/3/2006	1227	J&P Enterprises	Salary	$ 5,000	
H	7	8/7/2006	1230	Lamar Greene	Bonus	$ 30,000	
		9/1/2006	Cashiers Check from Regions out of Construction Loan	Lamar Greene	Salary	$ 10,000	
I	8	9/13/2006	1301	G. Lamar Greene	Salary	$ 1,500	
		10/2/2006	Cashiers Check from Regions out of Construction Loan	Lamar Greene	Salary	$ 10,000	
		11/2/2006	Cashiers Check from Regions out of Construction Loan	Lamar Greene	Salary	$ 10,000	
J	9	12/13/2006	1403	Lamar Greene	Repay Loan	$ 3,000	
K	10	12/12/2006	1404	Lamar Greene	Salary	$ 5,000	
					Total Received 2006		$136,500
L	11	1/2/2007	1445	Lamar Greene	Dec. Salary	$ 7,000	
M	12	2/14/2007	1342	Lamar Greene	Salary	$ 7,000	
N	12	2/11/2007	1343	Lamar Greene	Salary	$ 3,606	
O	13	3/20/2007	1463	Lamar Greene		$ 4,500	
P	14	4/25/2007	1353	Lamar Greene	Salary	$ 5,000	
Q	14	4/3/2007	1472	Lamar Greene		$ 33,000	
R	15	4/1/2007	1517	Lamar Greene	Salary	$ 5,000	
S	16	5/1/2007	1354	Lamar Greene	Salary-April	$ 6,000	
T	17	5/11/2007	1509	Lamar Greene	Salary	$ 6,000	
U	17	5/7/2007	1476	Lamar Greene	Myrtle Beach Outing	$ 5,500	
V	18	5/21/2007	1530	Lamar Greene	Salary	$ 4,775	
W	19	6/5/2007	1538	Lamar Greene	Salary	$ 5,000	
X	20	7/1/2007	1547	Lamar Greene	Salary	$ 3,000	
Y	21	7/8/2007	1486	Lamar Greene	Salary	$ 4,000	
Z	22	8/9/2007	1651	Lamar Greene	Salary	$ 5,000	
					Total Received 2007		$104,381

Total Salary Paid to Greene	$ 346,081
LESS Salary agreed upon by Members ($10,000 per month for 27 months - June 2005-Aug. 2007)	($270,000)
Salary Overpayment	$ 76,081

"Sub-Exhibit 5"

First Citizens

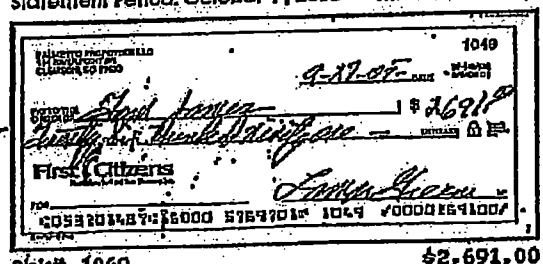
1225 Lady Street
PO Box 29
Columbia, SC 29202-0029

08001
LAMAR GREENE
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

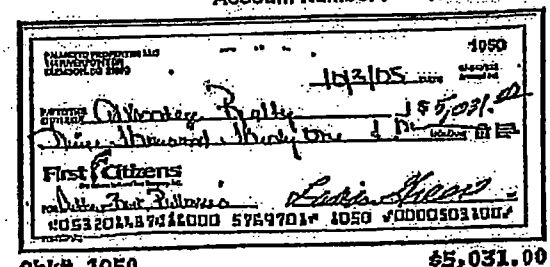
Statement Period: October 1, 2005 Thru October 31, 2005

Account Number: 160005769701

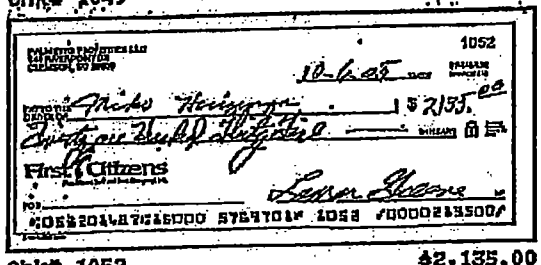
24-



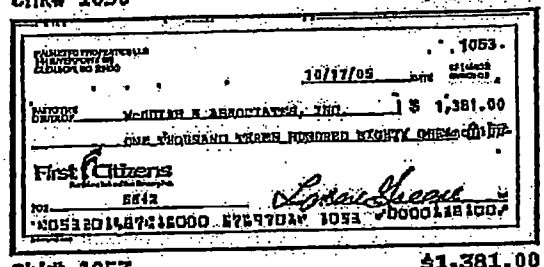
Chk# 1049 $2,691.00



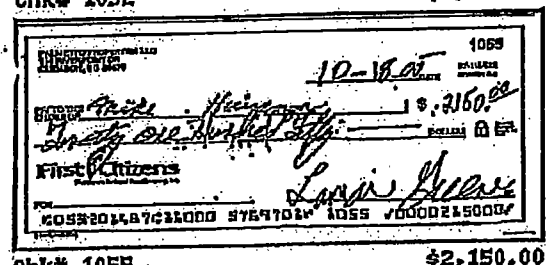
Chk# 1050 $5,031.00



Chk# 1052 $2,135.00

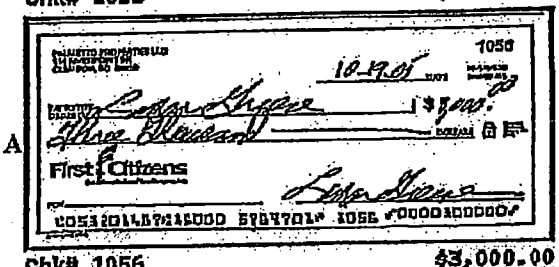


Chk# 1053 $1,381.00

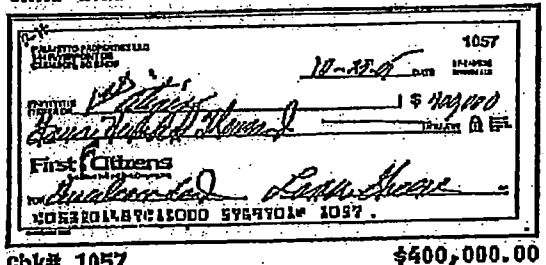


Chk# 1055 $2,150.00

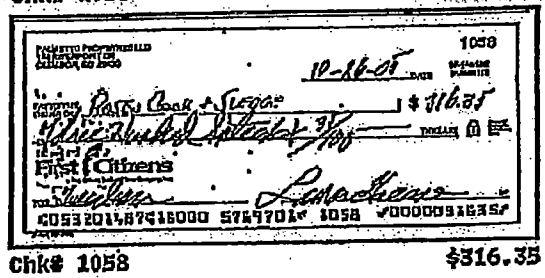
A



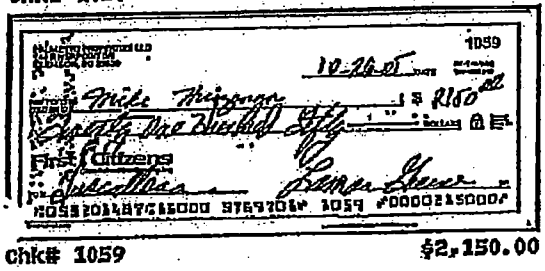
Chk# 1056 $3,000.00



Chk# 1057 $400,000.00



Chk# 1058 $316.35



Chk# 1059 $2,150.00

First Citizens
1225 Lady Street
PO Box 29
Columbia, SC 29202-0029

08066
LAMAR GREENE
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

Statement Period: February 1, 2006 Thru February 28, 2006 Account Number: 160005769701

1162 — 2-1-06 — $33,057.89
Chk# $33,057.89

1141 — 12-20-05 — ERA WILDER REALTY — $2,500.00
Chk# 1141 $2,500.00

1160 — 1/31/06 — T & P Enterprises Inc. — $8,543.10 — Eight thousand five hundred forty-three
16 — Chk# 1160 $8,543.10

1161 — 1/30/06 — Riverpoint II One Association — $500.00 — Five hundred
47 — Chk# 1161 $500.00

1163 — 1-2-06 — $1,900.00
Chk# 1163 $1,900.00

1164 — 2/10/06 — Stell Ban — $3,817.36 — Three thousand eight hundred seventeen
48 — Chk# 1164 $3,817.36

1165 — 2-9-06 — $105.00
Chk# 1165 $105.00

1166 — 2-10-06 — Cash — $1,000.00
B — Chk# 1166 $1,000.00

1168 — 2-10-06 — $2,400.00
Chk# 1168 $2,400.00

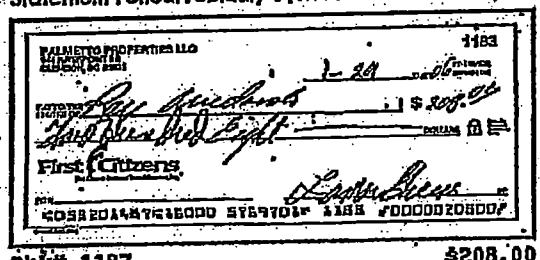
1169 — 2-13-06 — $5,900.00
Chk# 1169 $5,900.00

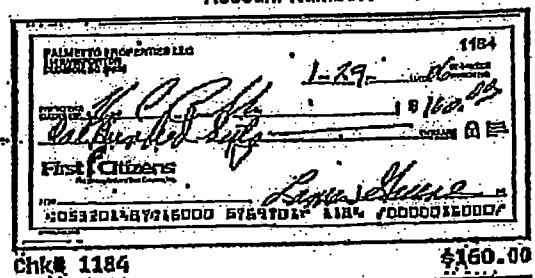
000351

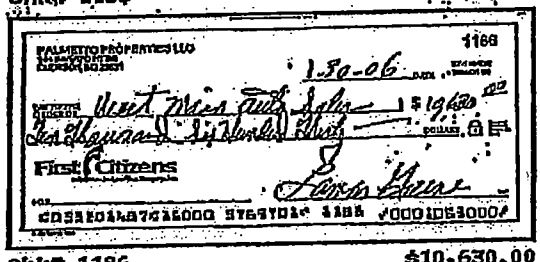
First Citizens

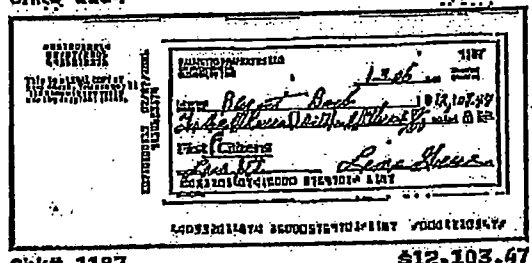
LAMAR GREENE
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

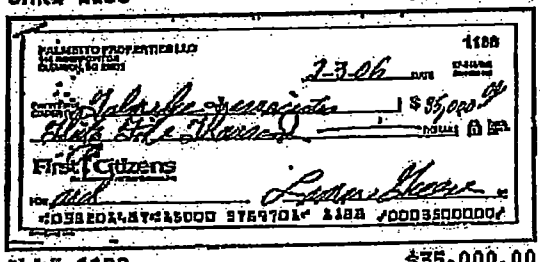
Statement Period: February 1, 2006 Thru February 28, 2006 Account Number: 160005769701

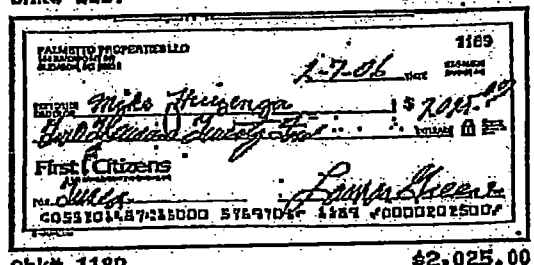

Chk# 1183 $208.00

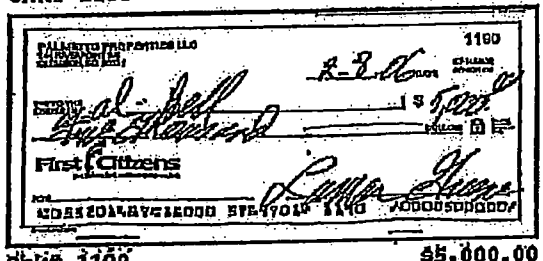

Chk# 1184 $160.00

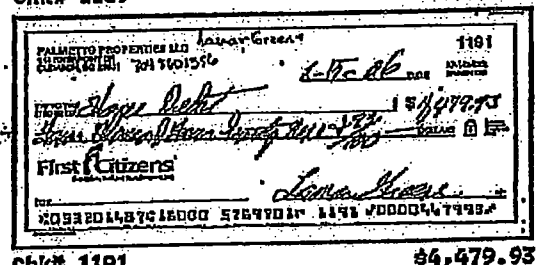

Chk# 1186 $10,630.00

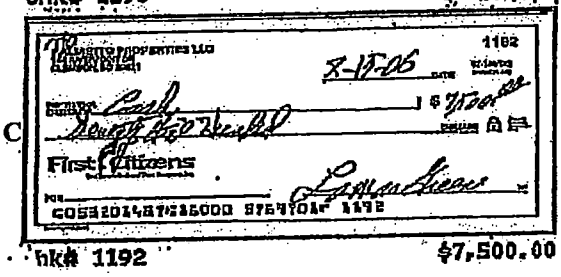

Chk# 1187 $12,103.47

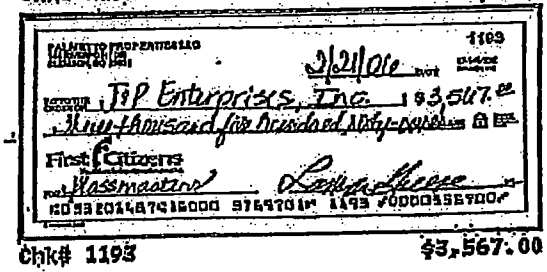

Chk# 1188 $35,000.00


Chk# 1189 $2,025.00


Chk# 1190 $5,000.00


Chk# 1191 $4,479.93


Chk# 1192 $7,500.00


Chk# 1193 $3,567.00

000352

First Citizens

1225 Lady Street
PO Box 29
Columbia, SC 29202-0029

08048
LAMAR GREENE
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

Statement Period: February 1, 2006 Thru February 28, 2006

Account Number: 160005769701

52-

PALMETTO PROPERTIES LLC 1194
3/02/06
JP Enterprises, Inc. $3461.50
Three thousand four hundred sixty-one & 50/100 Dollars
First Citizens
For: Chris
Lamar Greene
⑆053201487⑆16000 5769701⑈ 1194 ⑈000003461 50⑈

Chk# 1194 $3,461.50

D

PALMETTO PROPERTIES LLC 1196
2-23-06
Lamar Greene $5,000.00
Five thousand
First Citizens
For:
Lamar Greene
⑆053201487⑆16000 5769701⑈ 1196 ⑈0000500000⑈

Chk# 1196 $5,000.00

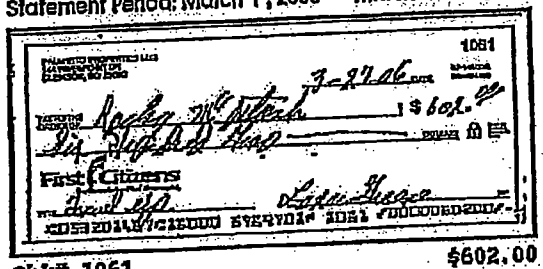
First Citizens

1225 Lady Street
PO Box 29
Columbia, SC 29202-0029

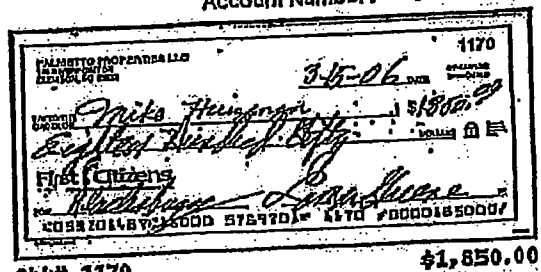
08393
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

Account Number: 160005769701

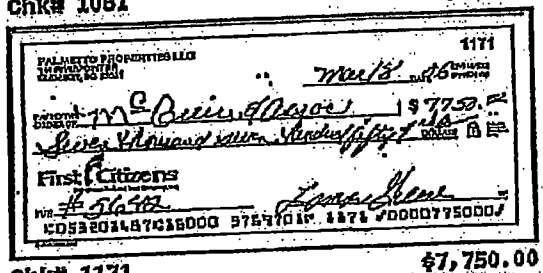
Statement Period: March 1, 2006 Thru March 31, 2006



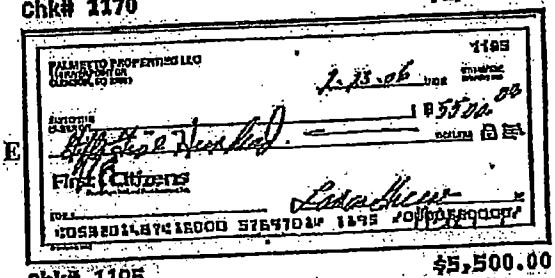
Chk# 1061 $602.00



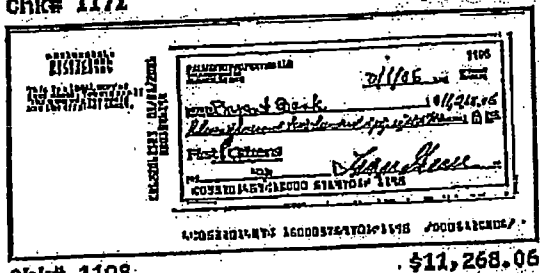
Chk# 1170 $1,850.00



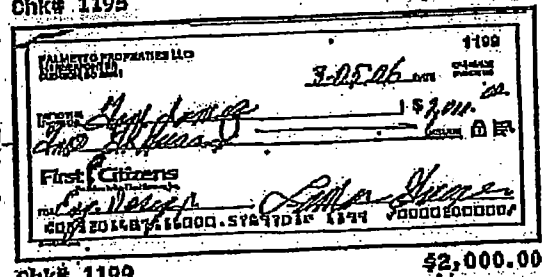
Chk# 1171 $7,750.00



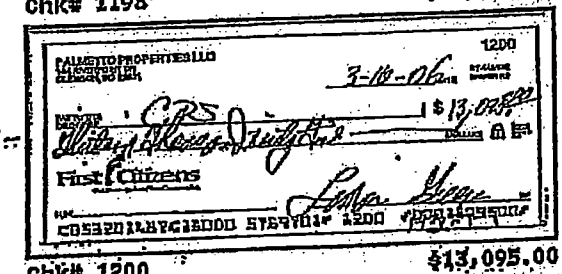
Chk# 1195 $5,500.00



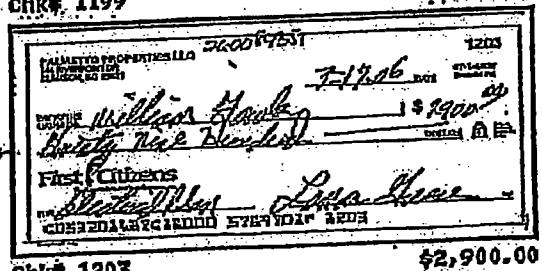
Chk# 1198 $11,268.06



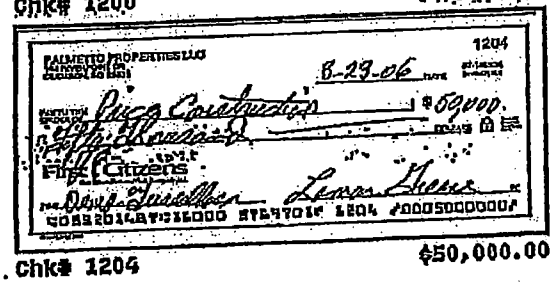
Chk# 1199 $2,000.00



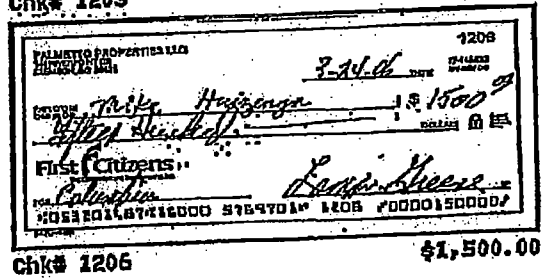
Chk# 1200 $13,095.00



Chk# 1203 $2,900.00



Chk# 1204 $50,000.00



Chk# 1206 $1,500.00

000354

First Citizens

PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

Statement Period: May 1, 2006 Thru May 31, 2006

Account Number: 160005769701

e7- Chk# 1084 $3,000.00

Chk# 1085 $200,000.00

06- Chk# 1086 $2,600.00

69- Chk# 1087 $1,000.00

F Chk# 1088 $3,500.00

9 Chk# 1089 $1,000.00

Chk# 1090 $2,500.00

68- Chk# 1173 $1,000.00

Chk# 1174 $1,500.00

Chk# 1175 $2,500.00

000355

First Citizens

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

08640
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

Statement Period: August 1, 2006 Thru August 31, 2006

Account Number: 160005769701

Chk# 1229 — $3,500.00

Chk# 1227 — $5,000.00

Chk# 1228 — $263.62

Chk# 1230 — $30,000.00

Chk# 1231 — $8,900.00

Chk# 1232 — $10,000.00

Chk# 1233 — $14,470.00

Chk# 1235 — $120,000.00

Chk# 1237 — $2,500.00

Chk# 1239 — $270,000.00

PAGE 3 Page 7

000356

First Citizens

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

08670
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

Statement Period: September 1, 2006 Thru September 30, 2006 Account Number: 160005769701

1303 — 9/12/06 — $2,500.00
Chk# 1303 $2,500.00

1304 — 9-16-06 — $1,500.00
Chk# 1304 $1,500.00

1248 — 9-6-06 — $1,500.00
Chk# 1248 $1,500.00

1245 — 8-28-06 — $44,037.00
Chk# 1245 $44,037.00

1246 — 9-14-06 — $42,432.00
Chk# 1246 $42,432.00

1247 — $4,000.00
Chk# 1247 $4,000.00

1249 — 9-6-06 — $3,881.70
Chk# 1249 $3,881.70

1252 — 9-18-06 — $2,500.00
Chk# 1252 $2,500.00

1253 — 9-21-06 — $800.00
Chk# 1253 $800.00

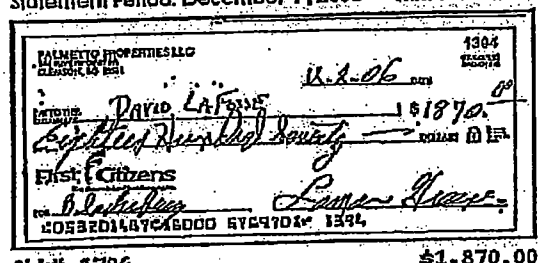
1302 — 9-1-06 — $2,608.34
Chk# 1302 $2,608.34

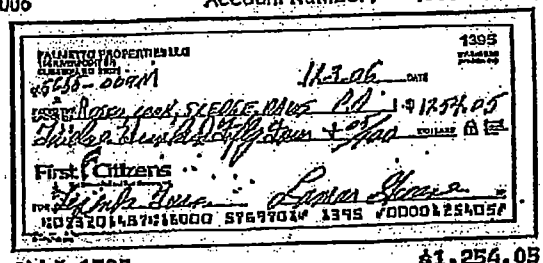
First Citizens

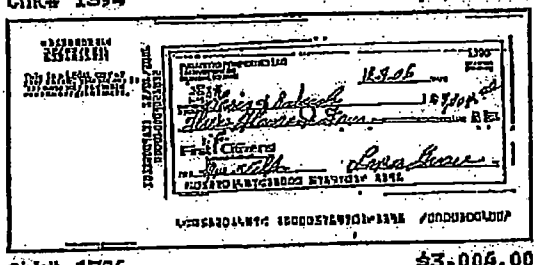
1230 Main Street
PO Box 29
Columbia, SC 29202-0029

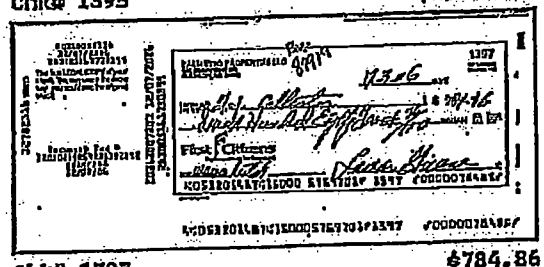
08860
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

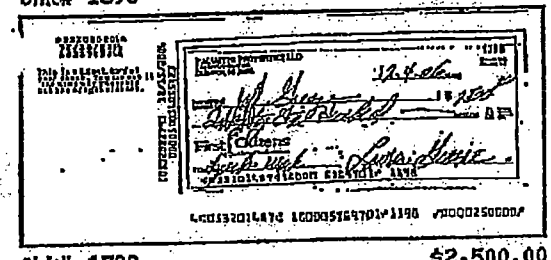
Statement Period: December 1, 2006 Thru December 31, 2006 Account Number: 160005769701

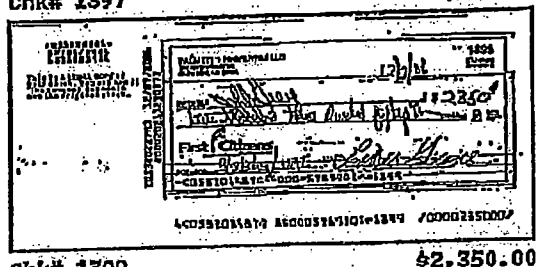

Chk# 1394 $1,870.00

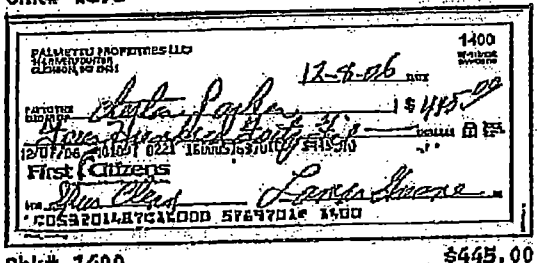

Chk# 1395 $1,254.05

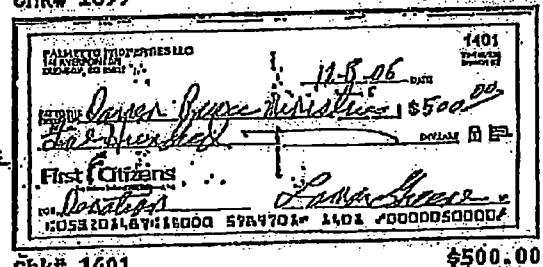

Chk# 1396 $3,004.00

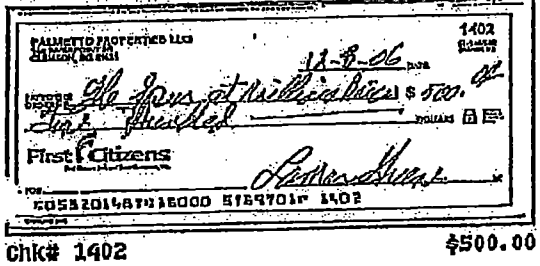

Chk# 1397 $784.86

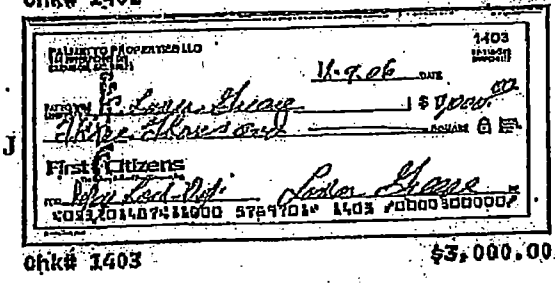

Chk# 1398 $2,500.00


Chk# 1399 $2,350.00


Chk# 1400 $445.00


Chk# 1401 $500.00


Chk# 1402 $500.00


Chk# 1403 $3,000.00

115-

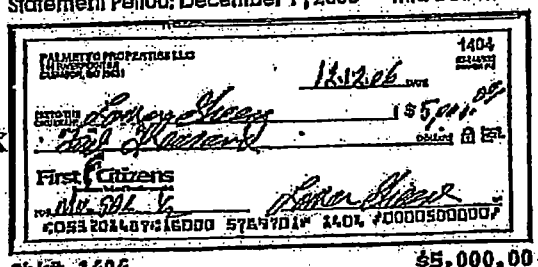
J

000358

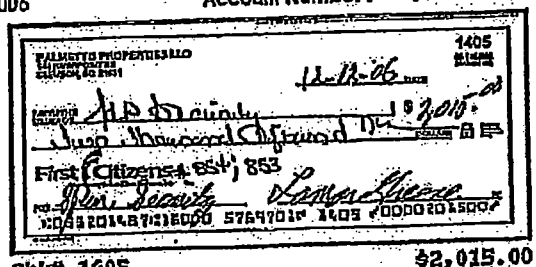
First Citizens

PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

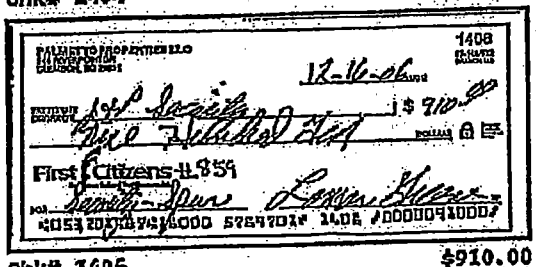
Statement Period: December 1, 2006 Thru December 31, 2006 Account Number: 160005769701



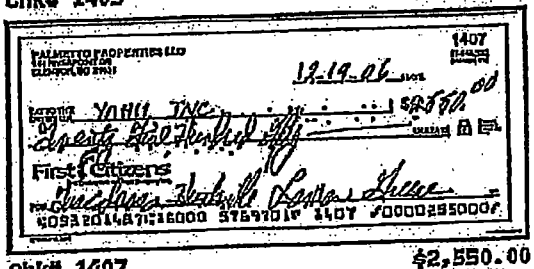
Chk# 1404 $5,000.00



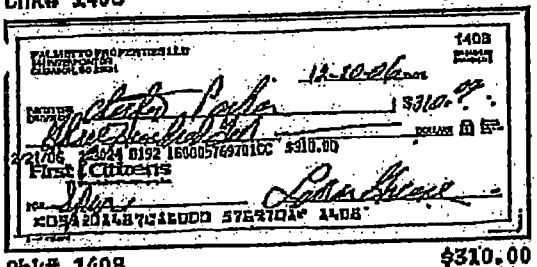
Chk# 1405 $2,015.00



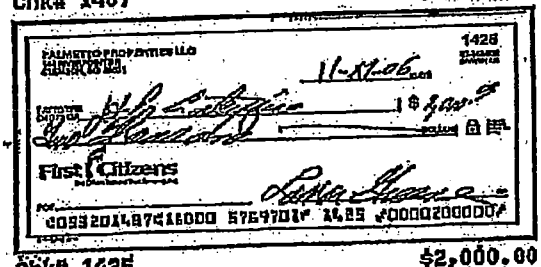
Chk# 1406 $910.00



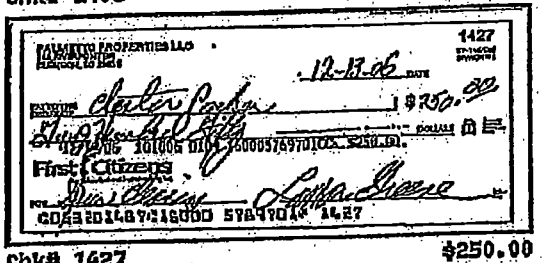
Chk# 1407 $2,550.00



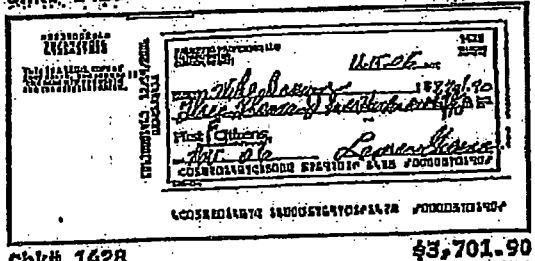
Chk# 1408 $310.00



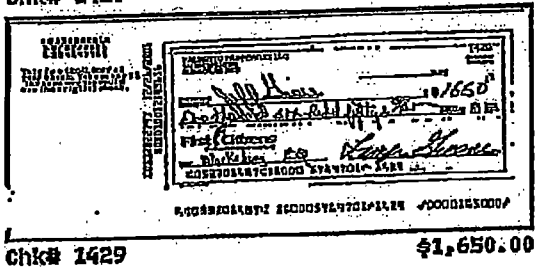
Chk# 1425 $2,000.00



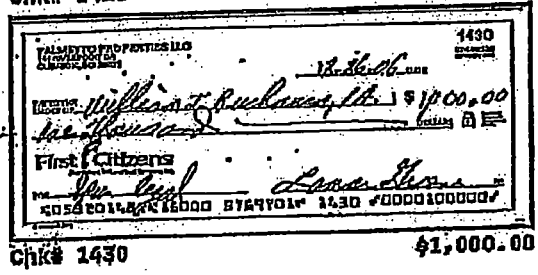
Chk# 1427 $250.00



Chk# 1428 $3,701.90



Chk# 1429 $1,650.00



Chk# 1430 $1,000.00

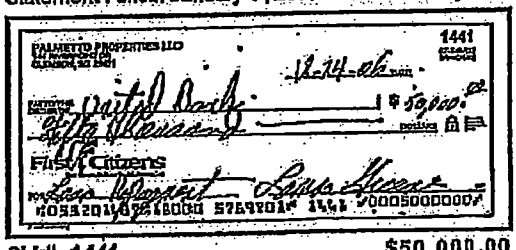
First Citizens

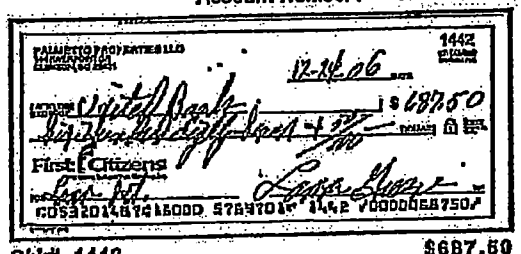
1230 Main Street
PO Box 29
Columbia, SC 29202-0029

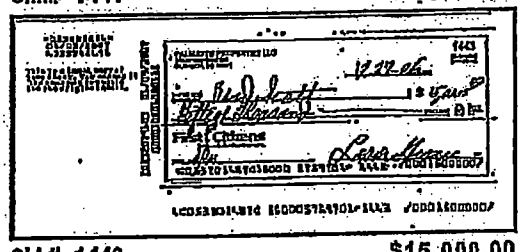
08975
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

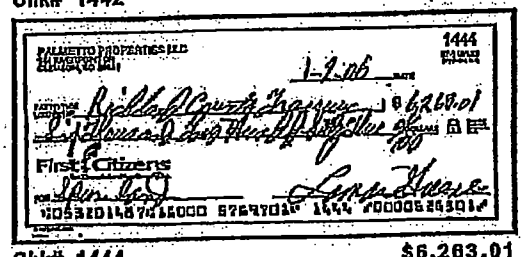
Statement Period: January 1, 2007 Thru January 31, 2007

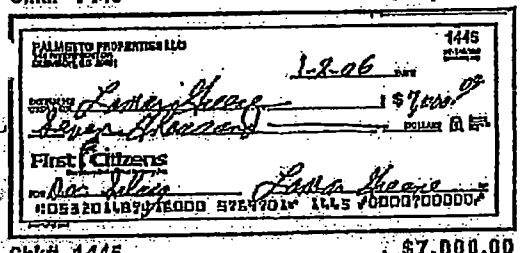
Account Number: 160005769701

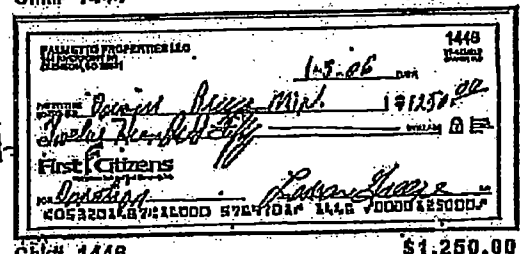

Chk# 1441 $50,000.00

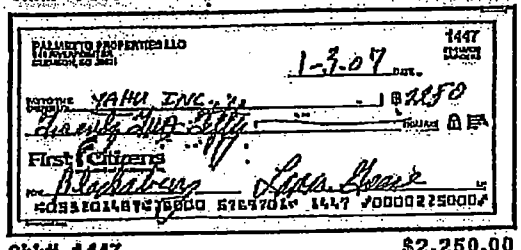

Chk# 1442 $687.50

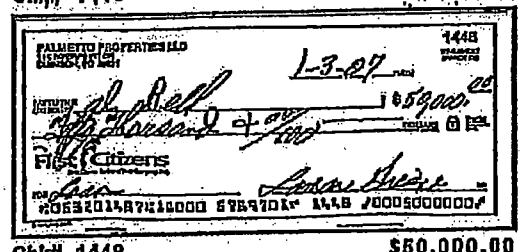

Chk# 1443 $15,000.00

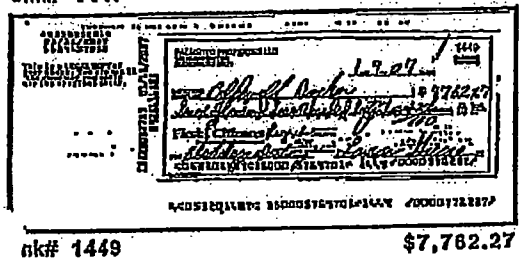

Chk# 1444 $6,263.01

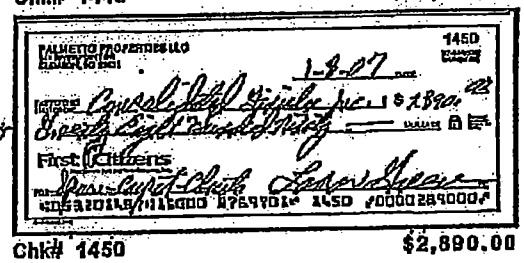

Chk# 1445 $7,000.00


Chk# 1446 $1,250.00


Chk# 1447 $2,250.00


Chk# 1448 $50,000.00


Chk# 1449 $7,762.27


Chk# 1450 $2,890.00

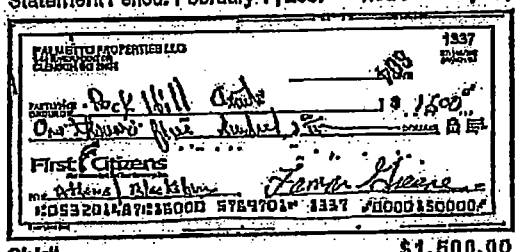
000360

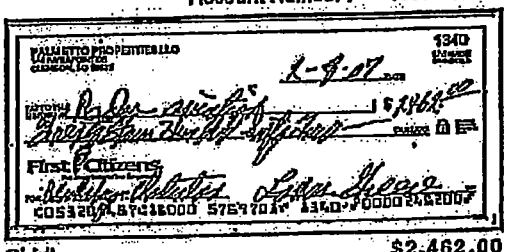
First Citizens

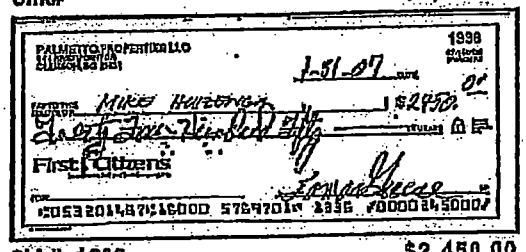
1230 Main Street
PO Box 29
Columbia, SC 29202-0029

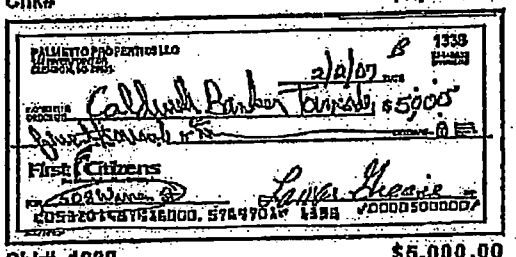
08850
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

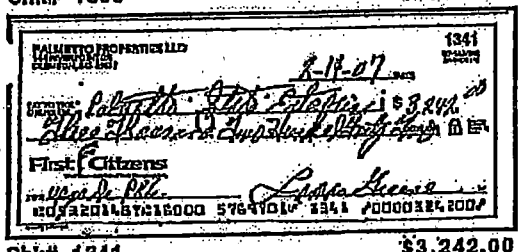
Statement Period: February 1, 2007 Thru February 28, 2007 Account Number: 160005769701

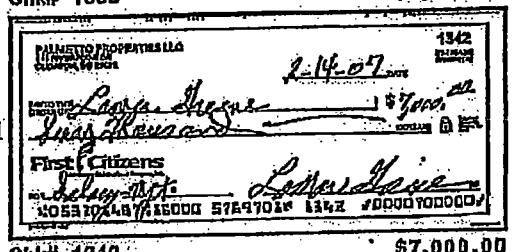

Chk# $1,500.00

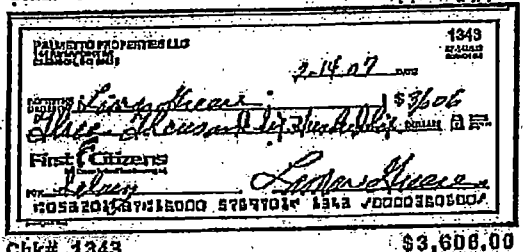

Chk# $2,462.00

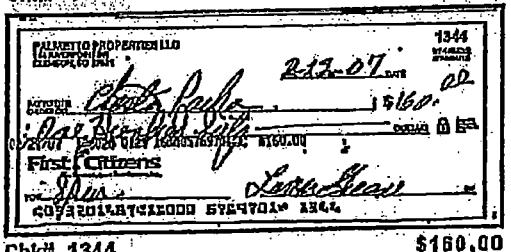

Chk# 1336 $2,450.00

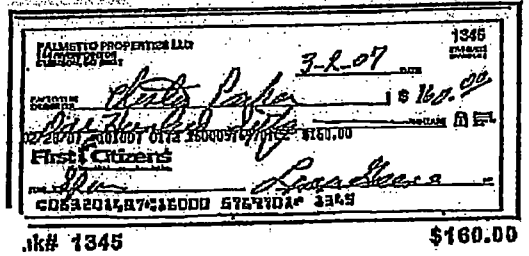

Chk# 1338 $5,000.00

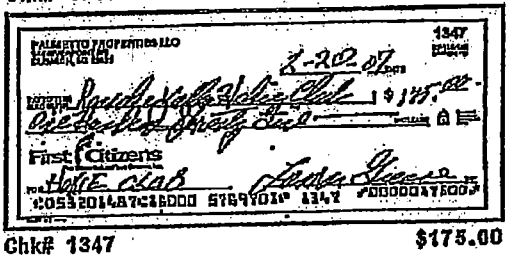

Chk# 1341 $3,242.00


Chk# 1342 $7,000.00


Chk# 1343 $3,606.00


Chk# 1344 $160.00


Chk# 1345 $160.00


Chk# 1347 $175.00

000361

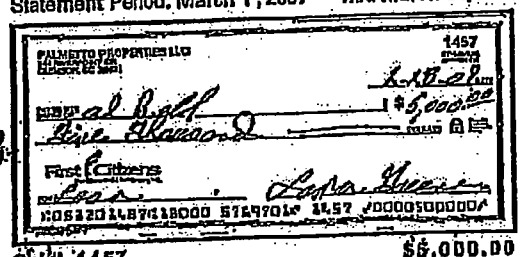
First Citizens

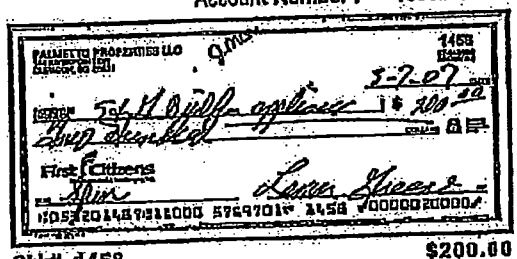
1230 Main Street
PO Box 29
Columbia, SC 29202-0029

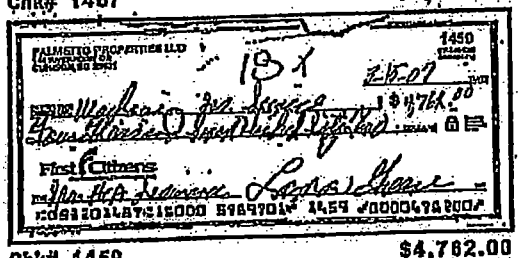
09168
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

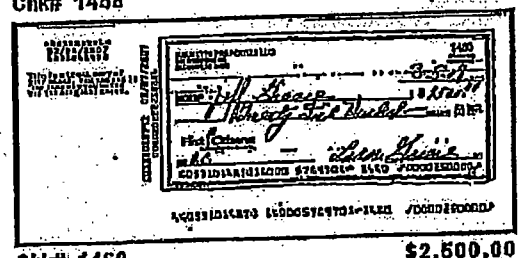
Statement Period: March 1, 2007 Thru March 31, 2007

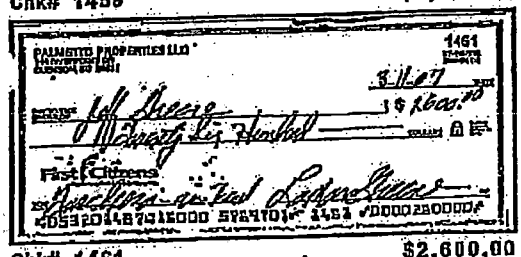
Account Number: 160005769701

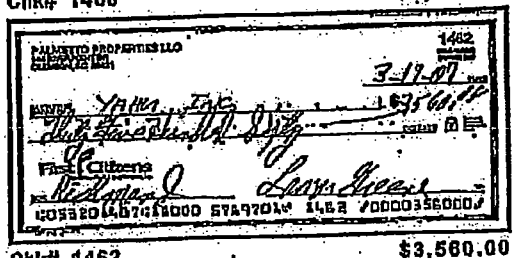

Chk# 1457 $5,000.00

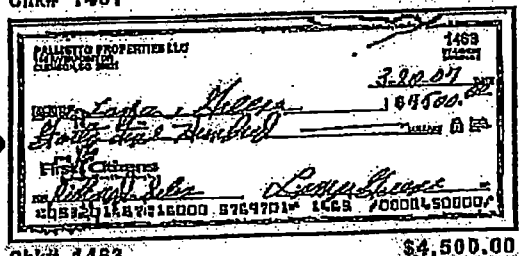

Chk# 1458 $200.00

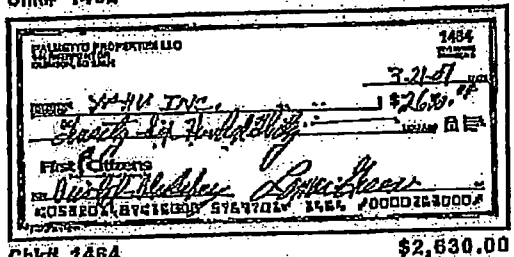

Chk# 1459 $4,762.00

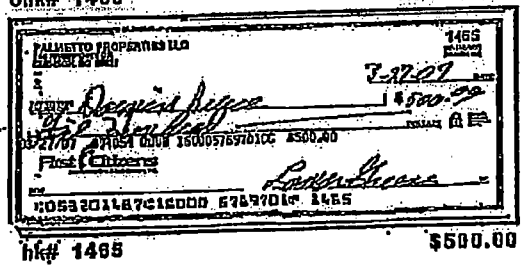

Chk# 1460 $2,500.00

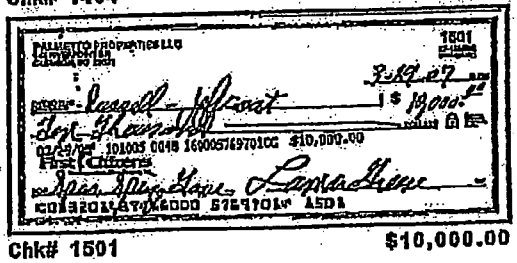

Chk# 1461 $2,600.00


Chk# 1462 $3,560.00


Chk# 1463 $4,500.00


Chk# 1464 $2,630.00


Chk# 1465 $500.00


Chk# 1501 $10,000.00

000362

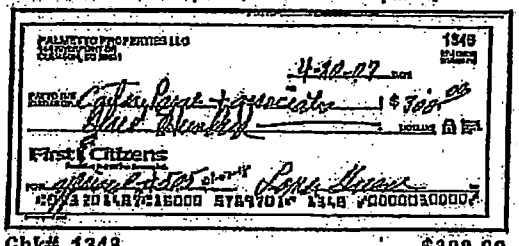
First Citizens

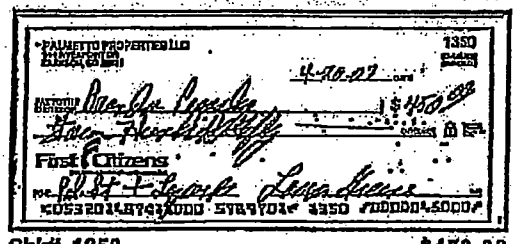
1230 Main Street
PO Box 29
Columbia, SC 29202-0029

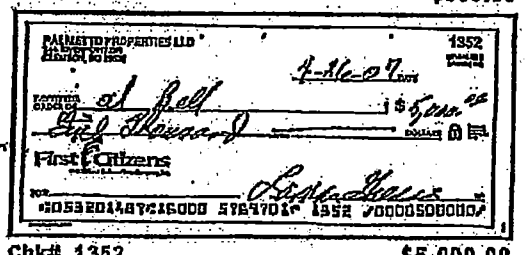
09117
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

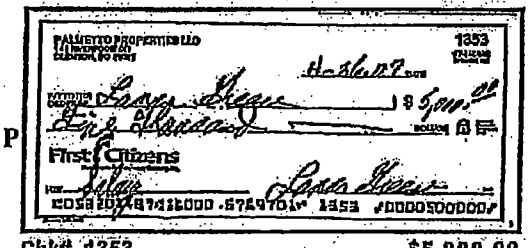
Statement Period: April 1 , 2007 Thru April 30, 2007

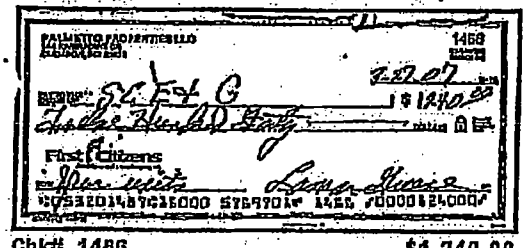
Account Number : 160005769701

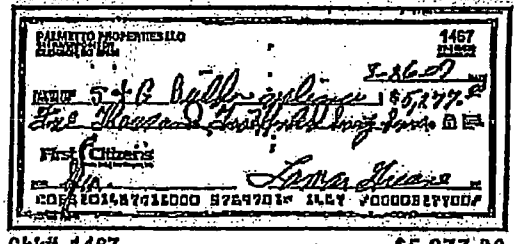

Chk# 1348 $300.00

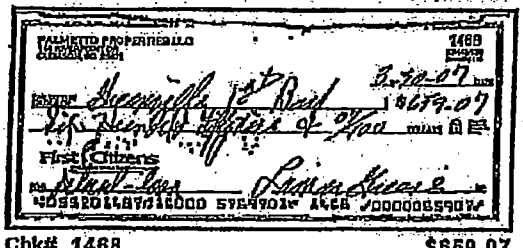

Chk# 1350 $450.00

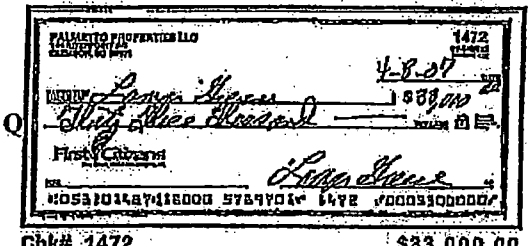

Chk# 1352 $5,000.00

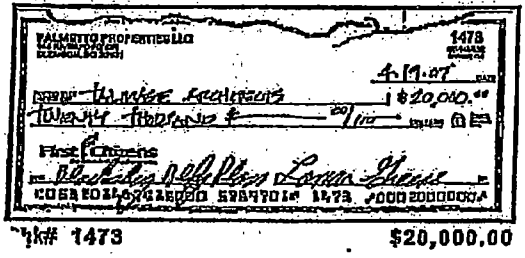

Chk# 1353 $5,000.00

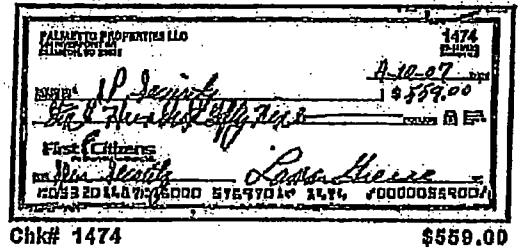

Chk# 1466 $1,240.00


Chk# 1467 $5,277.00


Chk# 1468 $659.07


Chk# 1472 $33,000.00


Chk# 1473 $20,000.00


Chk# 1474 $559.00

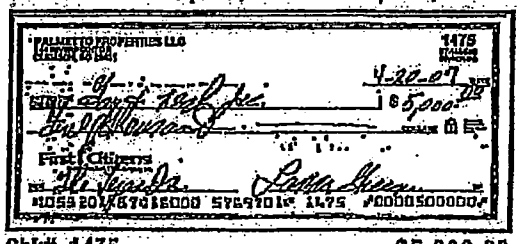
000363

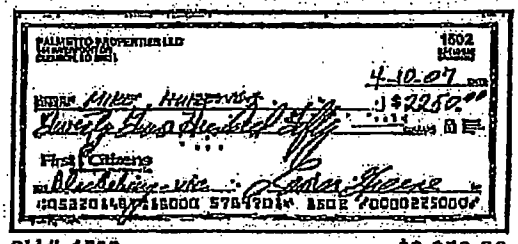
First Citizens

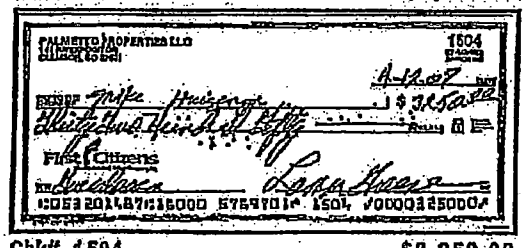
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

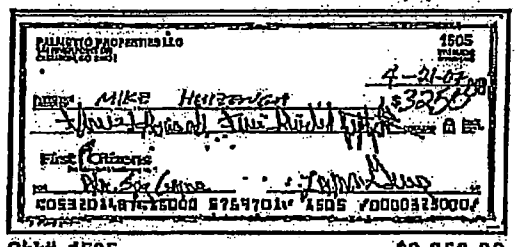
Statement Period: April 1, 2007 Thru April 30, 2007

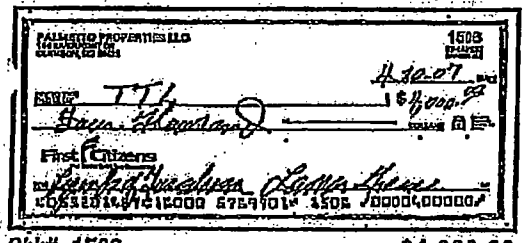
Account Number: 160005769701

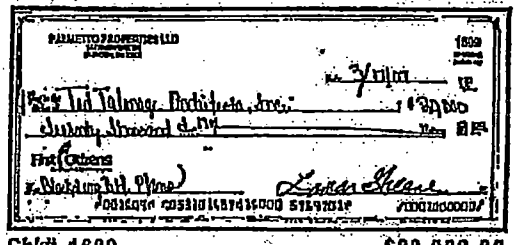

Chk# 1475 $5,000.00

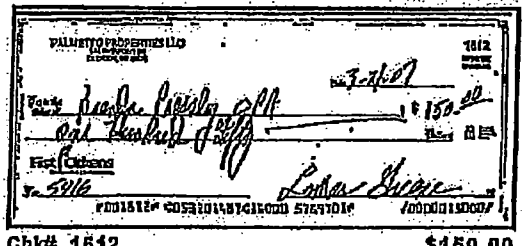

Chk# 1502 $2,250.00

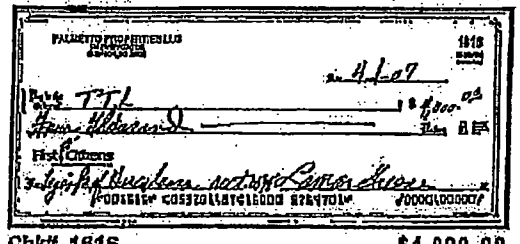

Chk# 1504 $3,250.00

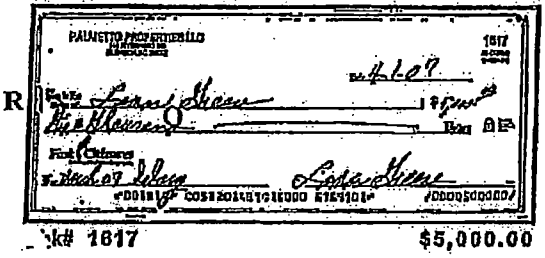

Chk# 1505 $3,250.00

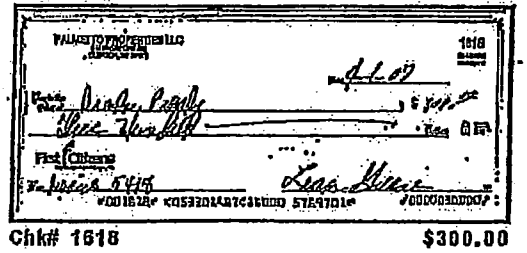

Chk# 1506 $4,000.00


Chk# 1609 $20,000.00


Chk# 1612 $150.00


Chk# 1616 $4,000.00

R 
Chk# 1617 $5,000.00


Chk# 1618 $300.00

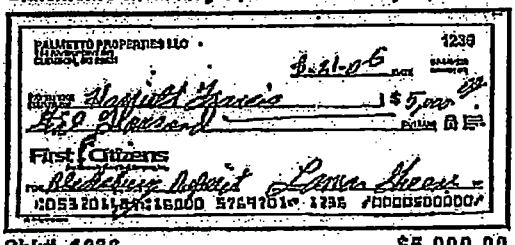
First Citizens

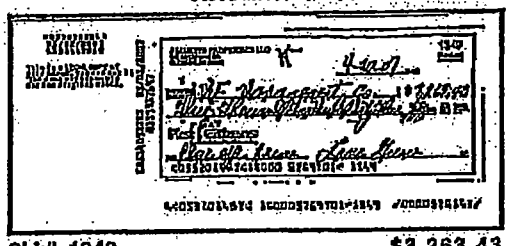
1230 Main Street
PO Box 29
Columbia, SC 29202-0029

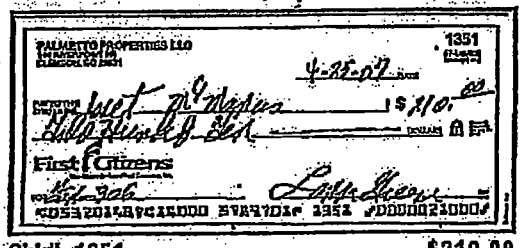
09250
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

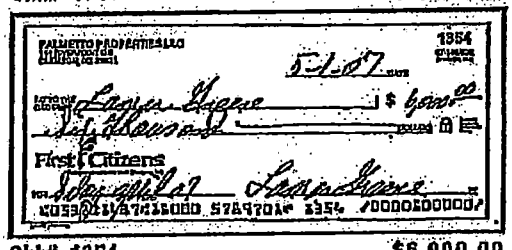
Statement Period: May 1, 2007 Thru May 31, 2007

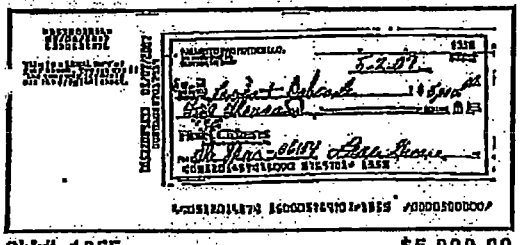
Account Number: 160005769701

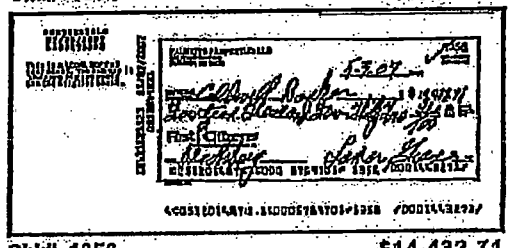

Chk# 1236 $5,000.00

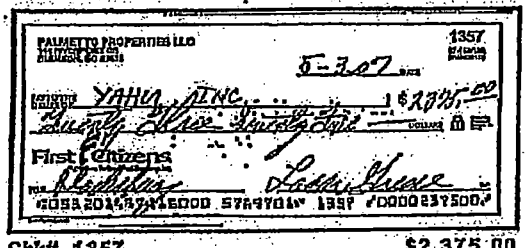

Chk# 1349 $3,263.43

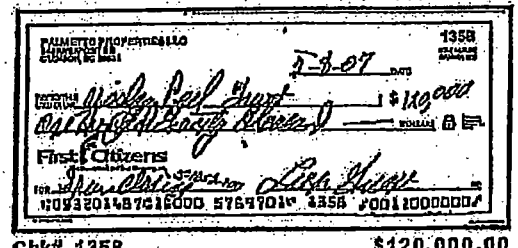

Chk# 1351 $210.00

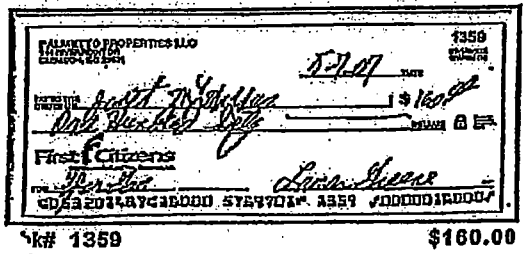

Chk# 1354 $6,000.00

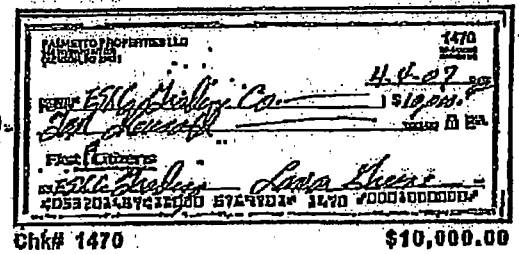

Chk# 1355 $5,000.00


Chk# 1356 $14,432.71


Chk# 1357 $2,375.00


Chk# 1358 $120,000.00


Chk# 1359 $160.00


Chk# 1470 $10,000.00

139

000365

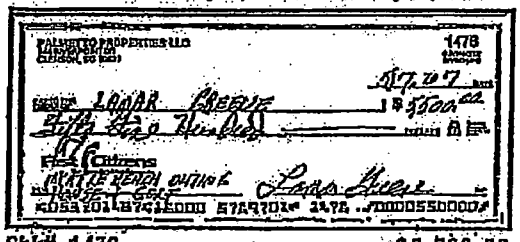
First Citizens

PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

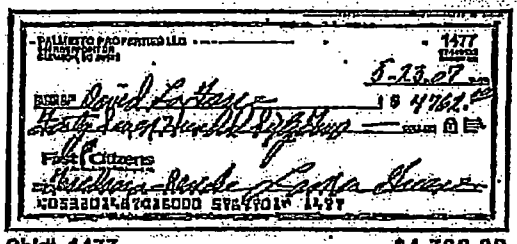
Statement Period: May 1, 2007 Thru May 31, 2007

Account Number: 160005769701

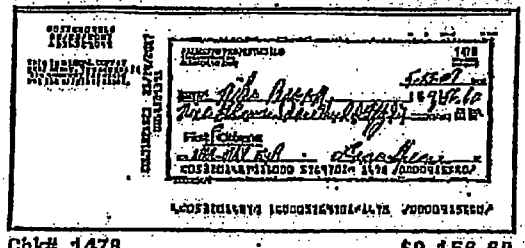
U



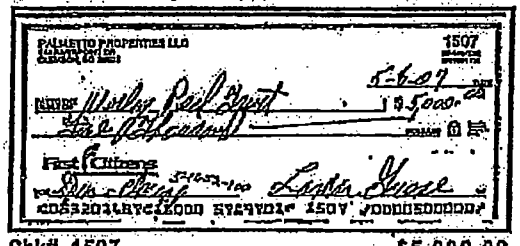
Chk# 1476 $5,500.00



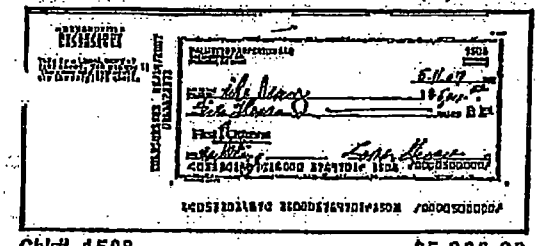
Chk# 1477 $4,762.00



Chk# 1478 $9,156.60

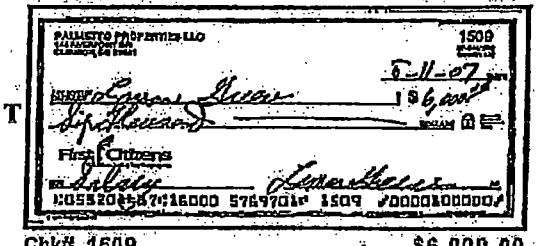


Chk# 1507 $5,000.00

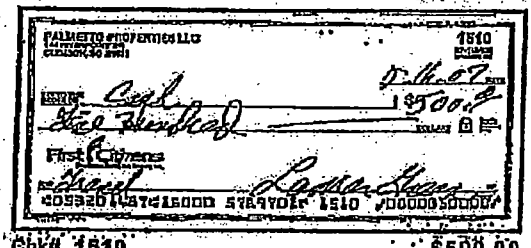


Chk# 1508 $5,000.00

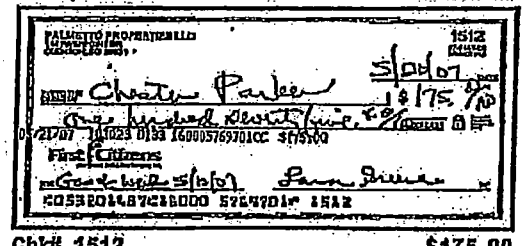
T



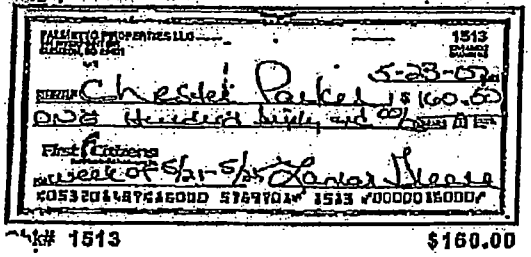
Chk# 1509 $6,000.00



Chk# 1510 $500.00

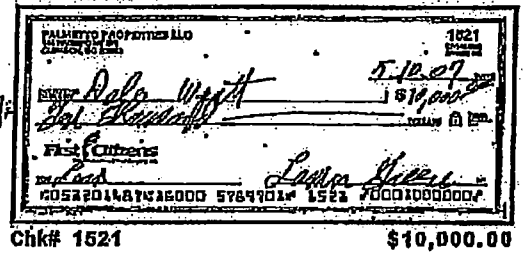


Chk# 1512 $175.00



Chk# 1513 $160.00

1411



Chk# 1521 $10,000.00

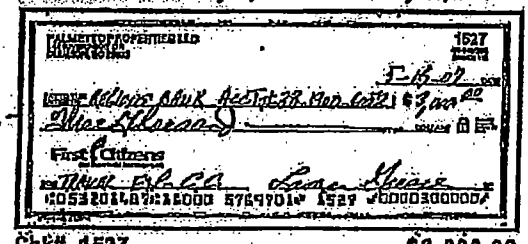
First Citizens

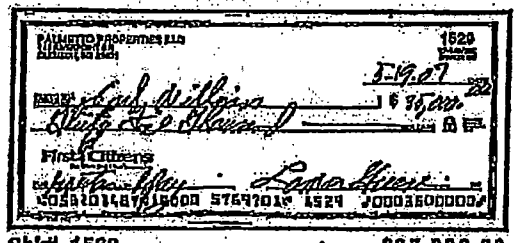
1230 Main Street
PO Box 29
Columbia, SC 29202-0029

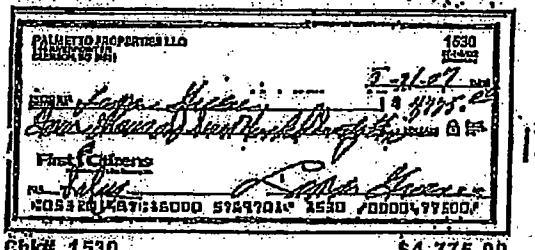
09250
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

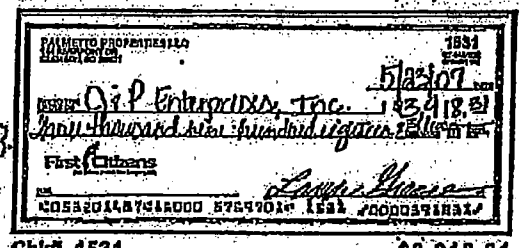
Statement Period: May 1, 2007 Thru May 31, 2007

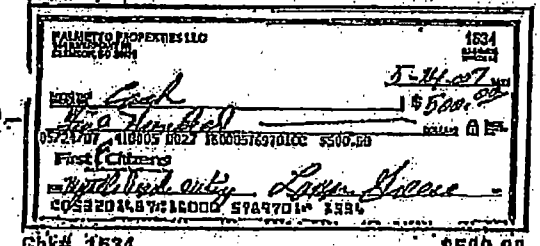
Account Number: 160005769701

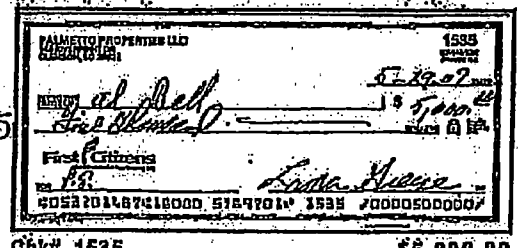

Chk# 1527 $3,000.00

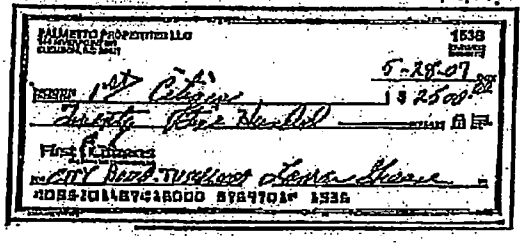

Chk# 1529 $35,000.00

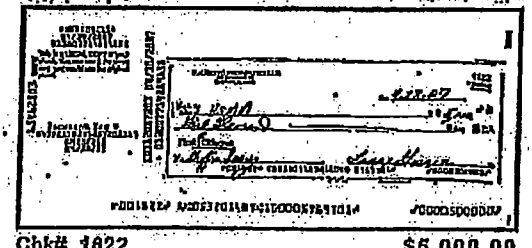

Chk# 1530 $4,775.00

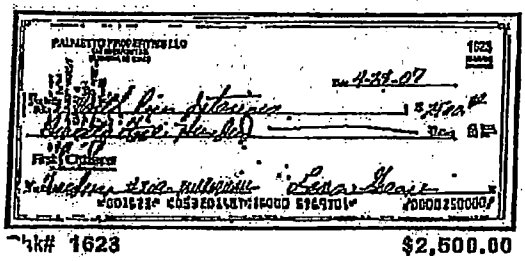

Chk# 1531 $3,918.31

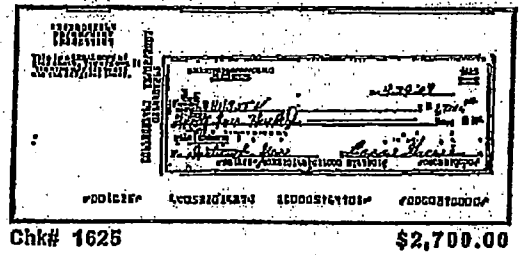

Chk# 1534 $500.00


Chk# 1535 $6,000.00




Chk# 1622 $6,000.00


Chk# 1623 $2,500.00


Chk# 1625 $2,700.00

000367

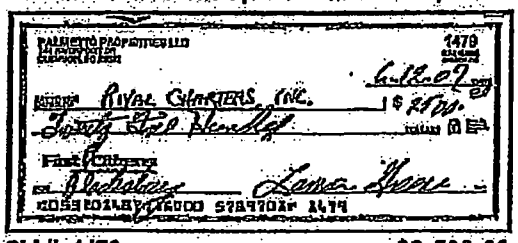
First Citizens

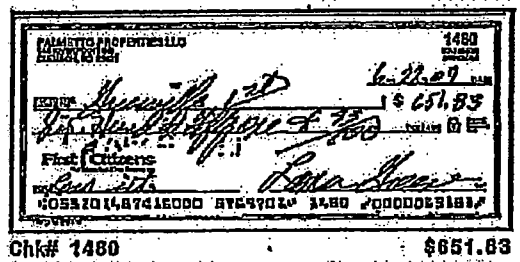
1230 Main Street
PO Box 29
Columbia, SC 29202-0029

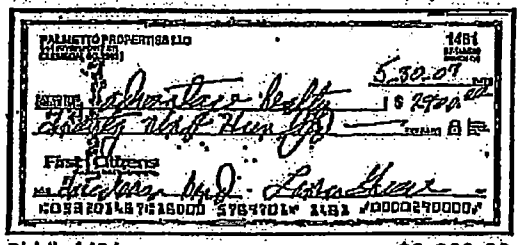
09108
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

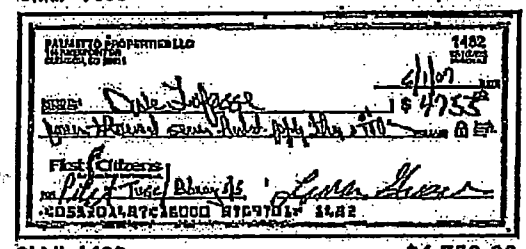
Statement Period: June 1, 2007 Thru June 30, 2007

Account Number: 160005769701

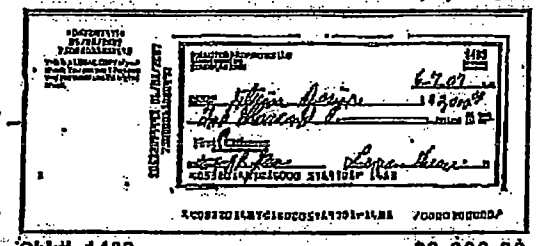

Chk# 1479 $2,500.00


Chk# 1480 $651.83

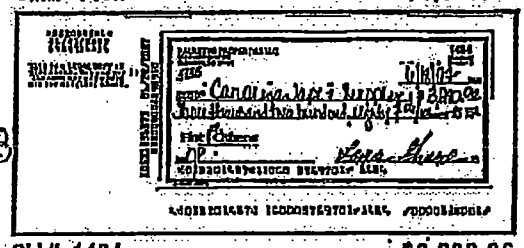

Chk# 1481 $2,900.00

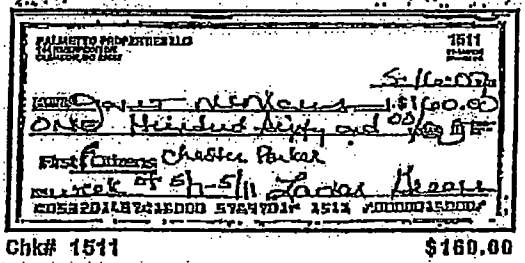

Chk# 1482 $4,753.00

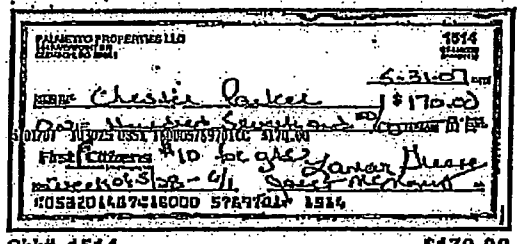
7-


Chk# 1483 $2,000.00

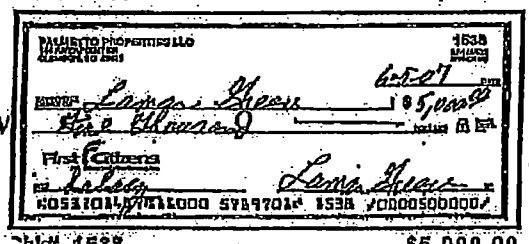
148

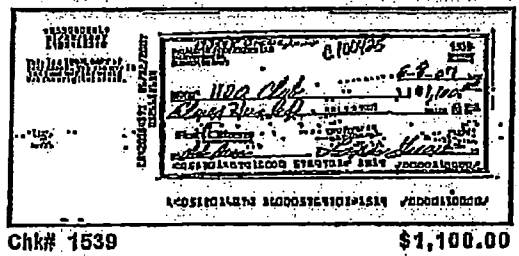

Chk# 1484 $3,280.06


Chk# 1511 $160.00


Chk# 1514 $170.00

W


Chk# 1538 $5,000.00


Chk# 1539 $1,100.00

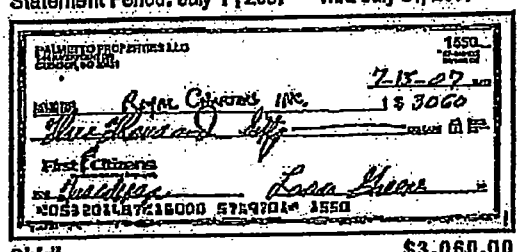
First Citizens

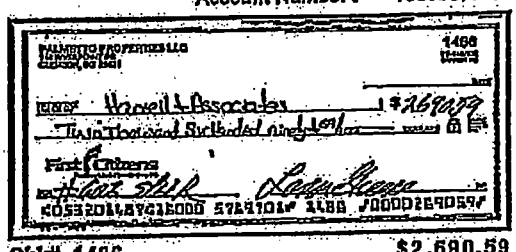
1230 Main Street
PO Box 29
Columbia, SC 29202-0029

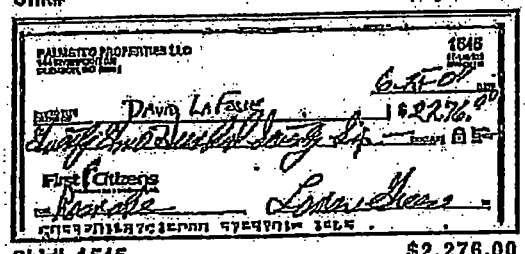
09153
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

Statement Period: July 1, 2007 Thru July 31, 2007

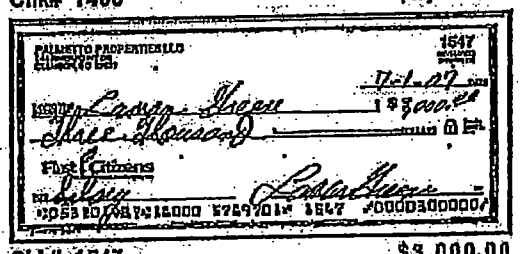
Account Number: 160005769701

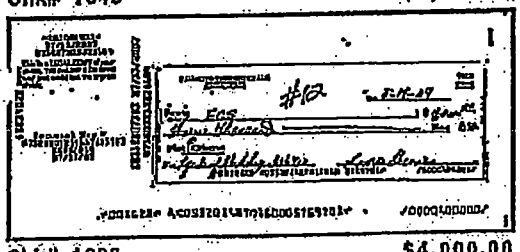

Chk# $3,060.00

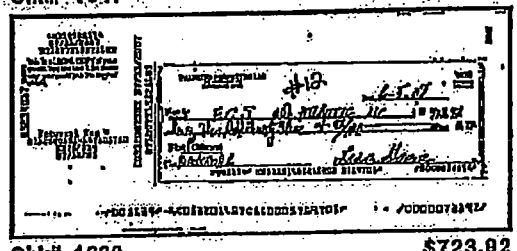

Chk# 1486 $2,690.59

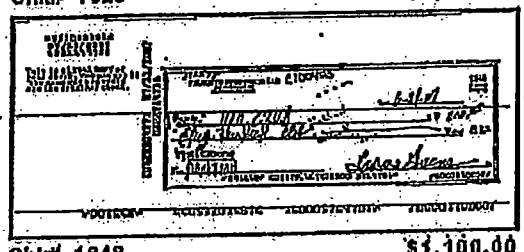

Chk# 1545 $2,276.00

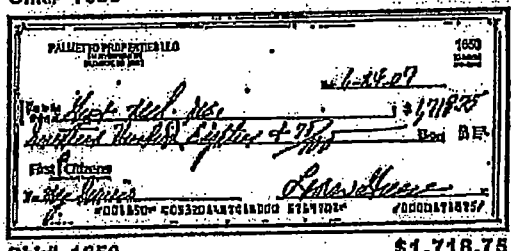
X

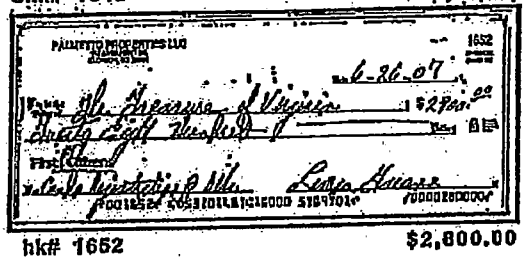

Chk# 1547 $3,000.00

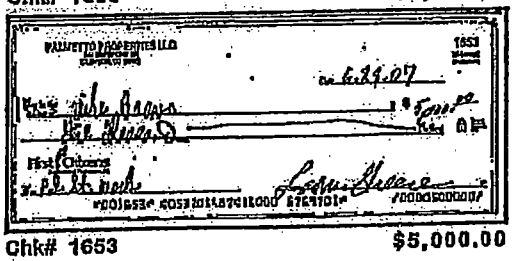

Chk# 1628 $4,000.00


Chk# 1639 $723.92


Chk# 1648 $1,100.00


Chk# 1650 $1,718.75


hk# 1652 $2,800.00


Chk# 1653 $5,000.00

First Citizens

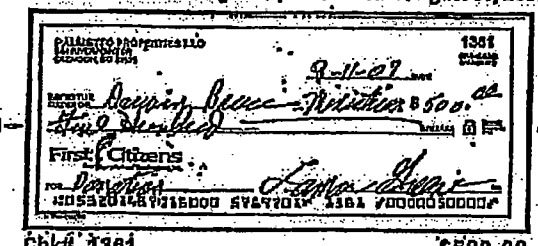
1230 Main Street
PO Box 29
Columbia, SC 29202-0029

09230
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

Statement Period: August 1, 2007 Thru August 31, 2007

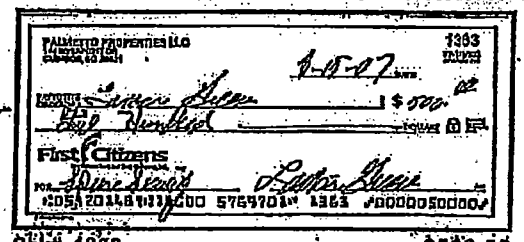
Account Number: 160005769701

D-

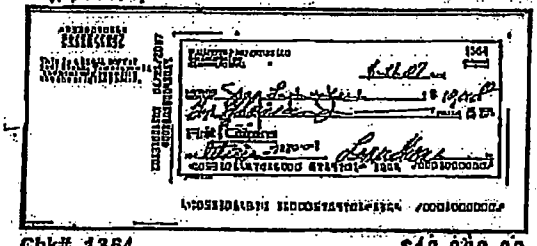


Chk# 1361 $500.00

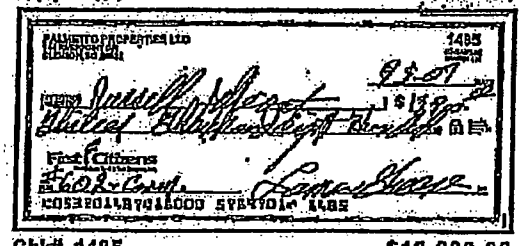
167-



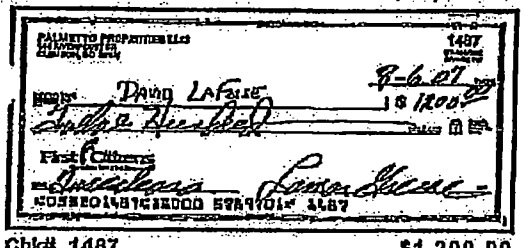
Chk# 1363 $600.00



Chk# 1364 $10,000.00

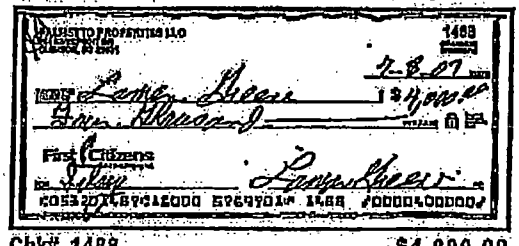


Chk# 1485 $13,800.00

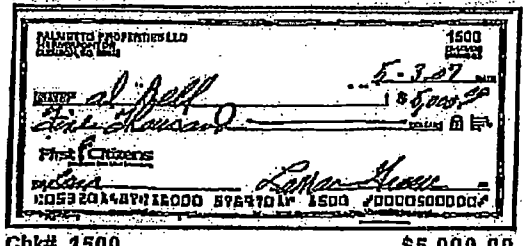


Chk# 1487 $1,200.00

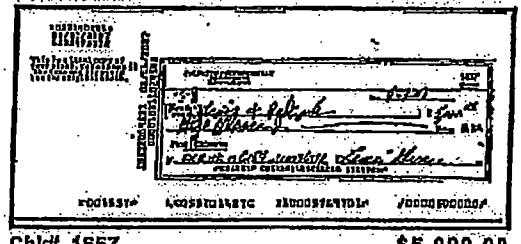
Y



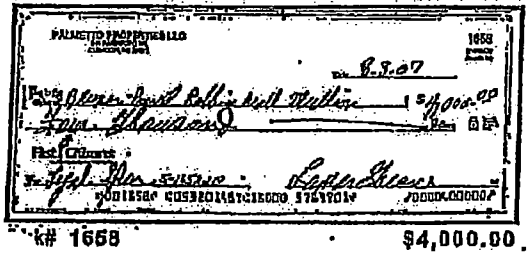
Chk# 1488 $4,000.00



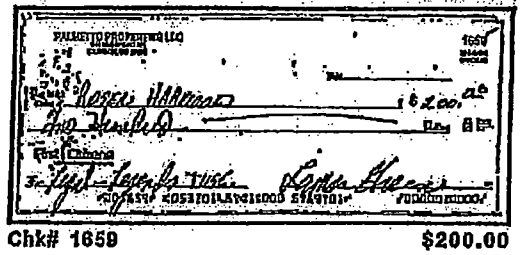
Chk# 1500 $5,000.00



Chk# 1657 $5,000.00



k# 1658 $4,000.00



Chk# 1659 $200.00

an

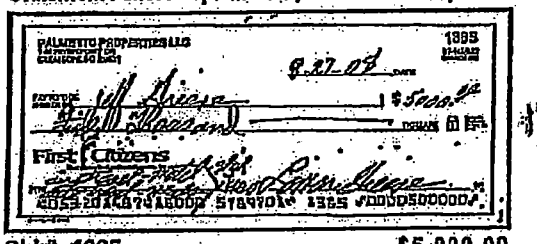
000373

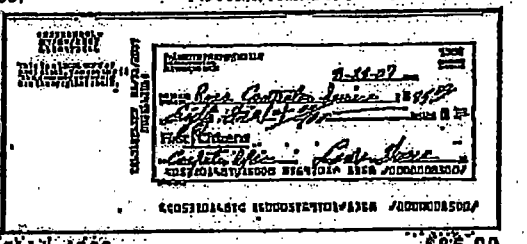
First Citizens

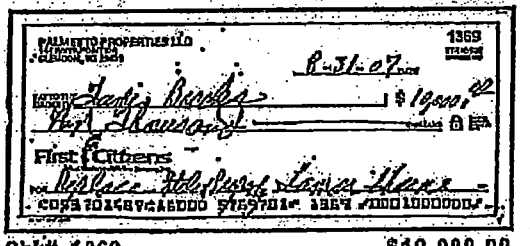
1230 Main Street
PO Box 29
Columbia, SC 29202-0029

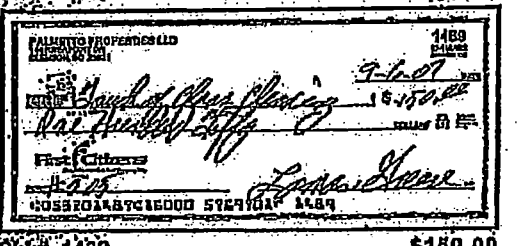
09113
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

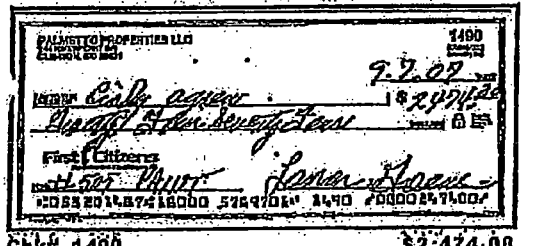
Statement Period: September 1, 2007 Thru September 30, 2007 Account Number: 160005769701*

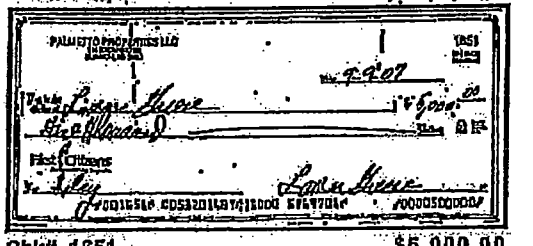

Chk# 1365 $5,000.00

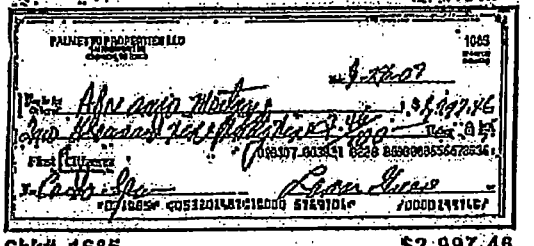

Chk# 1368 $85.00

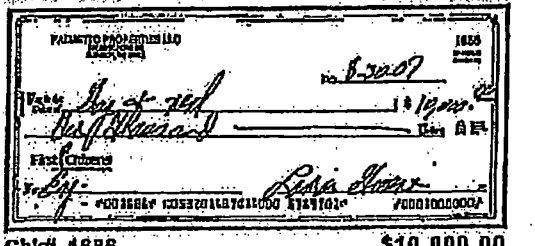

Chk# 1369 $10,000.00

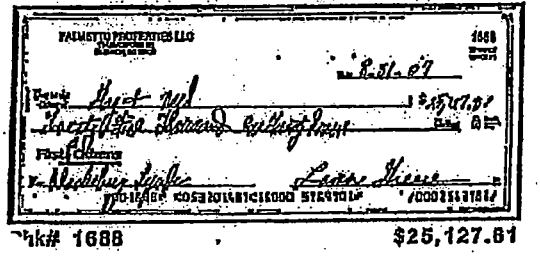

Chk# 1489 $160.00

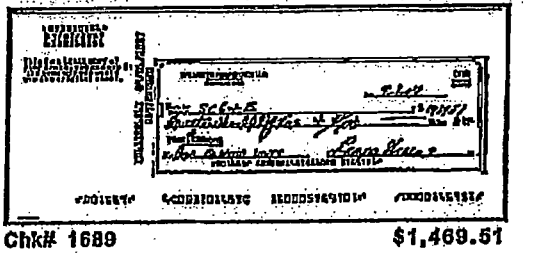

Chk# 1490 $2,474.00


Chk# 1651 $5,000.00


Chk# 1685 $2,997.46


Chk# 1686 $10,000.00


Chk# 1688 $25,127.61


Chk# 1689 $1,469.51

"Plaintiff's Exhibit 6"

First Citizens
Cash Withdrawls
Undocumented/ No Receipts

Unauthorized Cash Withdrawals

Letter	Page #	Date	Check Number	Made To		Amount	
A	1	2/17/2005	1018	Cash	$	1,000.00	
B	2	5/13/2005	1041	Cash	$	100.00	
		11/16/2005	1129	Cash	$	3,000.00	
		12/21/2005	1142	Cash-Pilot trip	$	3,000.00	
		12/26/2005	1152	Cash	$	1,000.00	
				2005 Total			$ 8,100.00
C	3	2/9/2006	1165	Cash	$	105.00	
D	3	2/10/2006	1166	Cash	$	1,000.00	
E	4	2/15/2006	1192	Cash	$	7,500.00	
F	5	5/25/2006	1089	Cash	$	1,000.00	
G	6	8/1/2006	1296	Cash	$	500.00	
H	7	9/21/2006	1253	Cash	$	800.00	
I	8	9/6/2006	1311	Cash	$	2,000.00	
				2006 Total			$ 12,905.00
J	9	5/16/2007	1510	Cash	$	500.00	
K	10	5/24/2007	1534	Cash	$	500.00	
				2007 Total			$ 1,000.00
				Total	$	22,005.00	

Unauthorized Wires

		Date		Amount	
L	11	2/28/2006		$ 16,039.00	Rayburn Cooper Durham, Charlotte, N.C.
			Total	$ 16,039.00	

"Sub-Exhibit 6"

First Citizens

1225 Lady Street
PO Box 29
Columbia, SC 29202-0029

04584
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631

Account Number: 160005769701

Statement Period: February 1, 2005 Thru February 28, 2005

5- 1008 — 2/1/05 — J&P Enterprise — $2500.00 — Four thousand five hundred no/100 — Lamar Greene
0053201487016000 5769701 1008 0000250000
Chk# 1008 $2,500.00

9- 1009 — 2/1/05 — T&P Enterprises, Inc. — $2,450.00 — Two thousand four hundred fifty — Lamar Greene
0053201487016000 5769701 1009 0000245000
Chk# 1009 $2,450.00

6- 1010 — 2-3-05 — Howard James — $8,000.00 — Lyle Howard — Lamar Greene
0053201487016000 5769701 1010 0000800000
Chk# 1010 $8,000.00

7- 1011 — 2-4-05 — Carolina Point — $800.00 — Lyle Howard — Lamar Greene
0053201487016000 5769701 1011 0000080000
Chk# 1011 $800.00

8- 1012 — 2-7-05 — Clemson Leagues — $4,000.00 — Lyle Howard — Lamar Greene
0053201487016000 5769701 1012 0000400000
Chk# 1012 $4,000.00

12- 1013 — 2-10-05 — Danny Cash — $500.00 — Lyle Howard — Lamar Greene
2/10/05 1100009 0012 160005769701CC $500.00
0053201487016000 5769701 1013
Chk# 1013 $500.00

1014 — 2-10-05 — Howard James — $2,000.00 — Lyle Howard — Lamar Greene
0053201487016000 5769701 1014 0000200000
Chk# 1014 $2,000.00

10- 1015 — 2-14-05 — J&P Enterprise — $2,000.00 — Lyle Howard — Lamar Greene
0053201487016000 5769701 1015 0000200000
Chk# 1015 $2,000.00

13- 1016 — 2-15-05 — Mike Rogers — $335.43 — Three hundred thirty five and 43/100 — Lamar Greene
2/15/05 1100004 0052 160005769701CC $335.43
0053201487016000 5769701 1016
Chk# 1016 $335.43

A 1018 — 2-17-05 — Cash — $1,000.00 — Lyle Howard — Lamar Greene
0053201487016000 5769701 1018 0000100000
Chk# 1018 $1,000.00

000373

First Citizens

1225 Lady Street
PO Box 29
Columbia, SC 29202-0029

SC08

07025
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

IM
410

Your Account(s) At A Glance
Checking Balance 115,513.98+

Statement Period: May 1, 2005 Thru May 31, 2005 Account Number: 160005769701

Business Checking I

Account Number: 160005769701

Enclosures In Statement: 0

Beginning Balance	28,462.54+	Statement Period Days	31
1 Deposits	100,000.00+	Average Collected Balance	123,946.00+
0 Other Credits	0.00		
4 Checks	12,217.31-		
1 Other Debits	731.25-		
Monthly Service Charge	0.00		
Ending Balance	115,513.98+		

Deposits To Your Account

Date	Amount	Date	Amount
05-02	100,000.00		

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount
1039	05-11	300.00	1042	05-25	1,500.00
B1041*	05-13	100.00	1045*	05-31	10,317.31

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

Other Debits From Your Account

Date	Description	Amount
05-17	Commercial Loans Cl Tran 000179007729001	731.25
	Total	731.25

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
05-02	128,462.54+	05-13	128,062.54+	05-25	125,831.29+
05-11	128,162.54+	05-17	127,331.29+	05-31	115,513.98+

Protect your card from online fraud with Verified By Visa.
Your Visa card is now equipped with Verified By Visa. It password protects your card for free.
To learn more, visit www.visa.com/shopandactivate. Shop online with Verified By Visa today.

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

First Citizens

1225 Lady Street
PO Box 29
Columbia, SC 29202-0029

08066
LAMAR GREENE
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

Statement Period: February 1, 2006 Thru February 28, 2006

Account Number: 160005769701

1162 — 2-1-06 — $33,057.89 — Chk# $33,057.89

1141 — 12-2005 — ERA WILDER REALTY — $2,500.00 — Chk# 1141 $2,500.00

1160 — 1/31/06 — J & P Enterprises, Inc — $8,543.10 — Eight thousand five hundred forty-three — Chk# 1160 $8,543.10

16+

1161 — 1/30/06 — Riverpoint Dr. Owners Assoc. — $500.00 — Five hundred 00/100 — Chk# 1161 $500.00

47-

1163 — 1-2-06 — $1,900.00 — Chk# 1163 $1,900.00

1164 — 1/10/06 — Mail Bar — $3,817.36 — Three thousand eight hundred seventeen — Chk# 1164 $3,817.36

48-

1165 — 1-9-06 — $105.00 — One hundred five — Chk# 1165 $105.00

C

1166 — 1-10-06 — Cash — $1,000.00 — One thousand — Chk# 1166 $1,000.00

D

1168 — 1-10-06 — Rocky M. Pitsch — $2,400.00 — Two thousand four hundred — Chk# 1168 $2,400.00

1169 — 2-13-04 — T.T.L. — $5,900.00 — Five thousand nine hundred — Chk# 1169 $5,900.00

000375

First Citizens

LAMAR GREENE
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

Statement Period: February 1, 2006 Thru February 28, 2006 Account Number: 160005769701

14- 1183 — 1-24-06 — $208.00 — Two Hundred Eight — First Citizens — Lamar Greene
Chk# 1183 $208.00

45- 1184 — 1-29-06 — $160.00 — One Hundred Sixty — First Citizens — Lamar Greene
Chk# 1184 $160.00

1186 — 1-30-06 — $10,630.00 — First Citizens — Lamar Greene
Chk# 1186 $10,630.00

1187 — 1-30-06 — $12,103.47 — First Citizens
Chk# 1187 $12,103.47

1188 — 2-3-06 — $35,000.00 — First Citizens — Lamar Greene
Chk# 1188 $35,000.00

1189 — 2-7-06 — $2,025.00 — First Citizens — Lamar Greene
Chk# 1189 $2,025.00

7- 1190 — 2-8-06 — $5,000.00 — First Citizens — Lamar Greene
Chk# 1190 $5,000.00

53- 1191 — 2-15-06 — $4,479.93 — First Citizens — Lamar Greene
Chk# 1191 $4,479.93

E 1192 — 2-15-06 — $7,500.00 — Cash — First Citizens — Lamar Greene
Chk# 1192 $7,500.00

51- 1193 — 2/21/06 — JTP Enterprises, Inc. — $3,567.00 — Three thousand five hundred sixty-seven — First Citizens — Lamar Greene
Chk# 1193 $3,567.00

000376

First Citizens

PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

Statement Period: May 1, 2006 Thru May 31, 2006

Account Number: 160005769701

e7- Chk# 1084 $3,000.00

Chk# 1085 $200,000.00

06- Chk# 1086 $2,600.00

69- Chk# 1087 $1,000.00

72- Chk# 1088 $3,500.00

F Chk# 1089 $1,000.00

Chk# 1090 $2,500.00

68- Chk# 1173 $1,000.00

Chk# 1174 $1,500.00

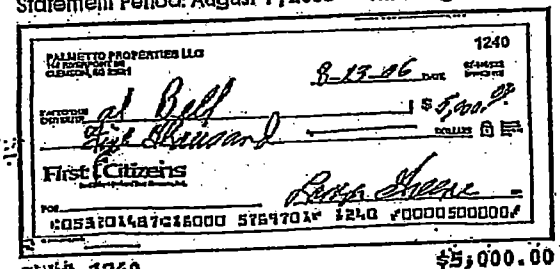
Chk# 1175 $2,500.00

First Citizens

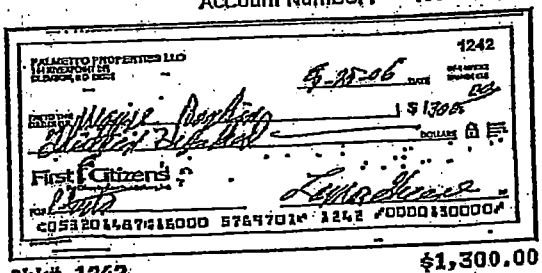
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

Statement Period: August 1 , 2006 Thru August 31, 2006

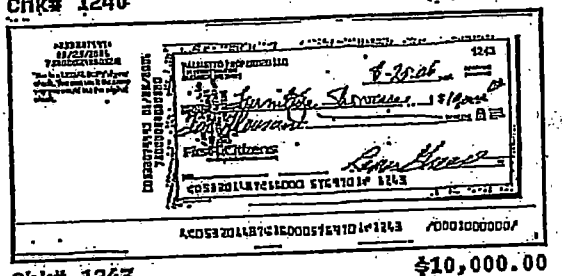
Account Number: 160005769701



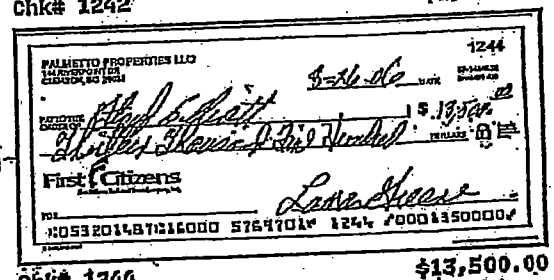
Chk# 1240 $5,000.00



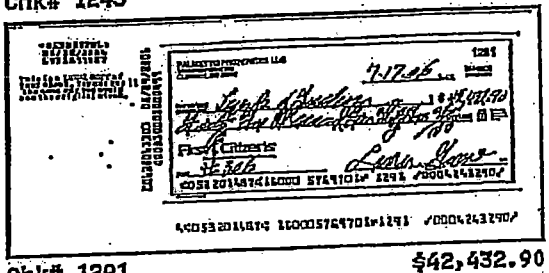
Chk# 1242 $1,300.00



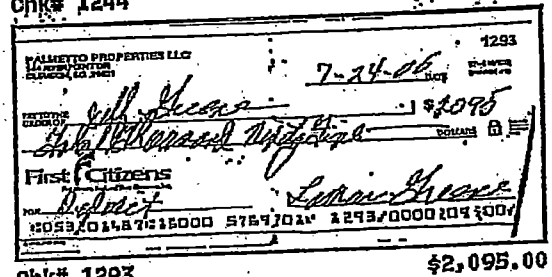
Chk# 1243 $10,000.00



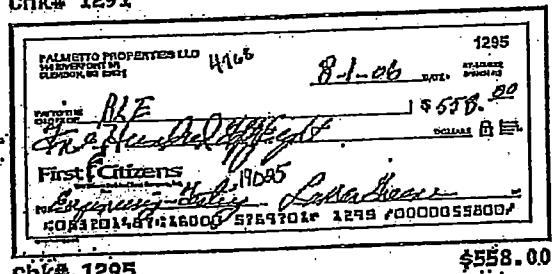
Chk# 1244 $13,500.00



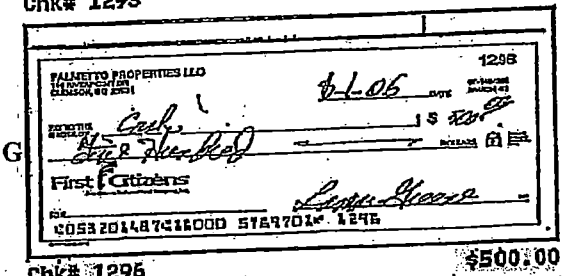
Chk# 1291 $42,432.90



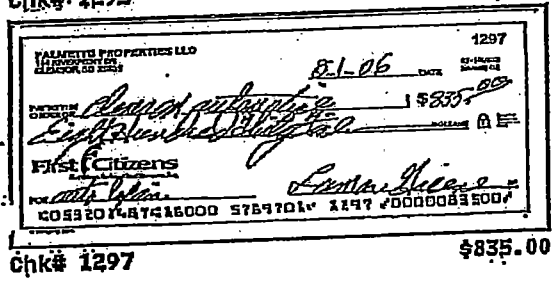
Chk# 1293 $2,095.00



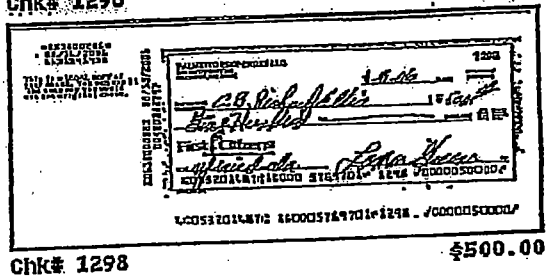
Chk# 1295 $558.00



Chk# 1296 $500.00



Chk# 1297 $835.00



Chk# 1298 $500.00

First Citizens

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

08570
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

Statement Period: September 1, 2006 Thru September 30, 2006 Account Number: 160005769701

PALMETTO PROPERTIES LLC 1303 — 9/12/06 — $2500.00 — First Citizens — 053201487016000 5769701# 1303 #0000250000#
Chk# 1303 $2,500.00

PALMETTO PROPERTIES LLC 1304 — 9-15-06 — $1500.00 — First Citizens — 053201487016000 5769701# 1304 #0000150000#
Chk# 1304 $1,500.00

PALMETTO PROPERTIES LLC 1248 — 9-6-06 — $1500.00 — First Citizens — 053201487016000 5769701# 1248 #0000150000#
Chk# 1248 $1,500.00

PALMETTO PROPERTIES LLC 1245 — 9-28-06 — $44,037.00 — 09/22/06 125192 0005 160005769701CC 44,037.00 — First Citizens — 053201487016000 5769701# 1245
Chk# 1245 $44,037.00

PALMETTO PROPERTIES LLC 1246 — 9-29-06 — $42,432.00 — 09/01/06 125005 0152 160005769701CC 42,432.00 — First Citizens — 053201487016000 5769701# 1246
Chk# 1246 $42,432.00

PALMETTO PROPERTIES LLC 1247 — 9/1/06 — $4000.00 — First Citizens — 053201487016000 5769701# 1247 #0000400000#
Chk# 1247 $4,000.00

PALMETTO PROPERTIES LLC 1249 — 9-6-06 — $3,881.70 — First Citizens — 053201487016000 5769701# 1249 #0000388170#
Chk# 1249 $3,881.70

PALMETTO PROPERTIES LLC 1252 — 9-18-06 — $2500.00 — First Citizens — 053201487016000 5769701# 1252 #0000250000#
Chk# 1252 $2,500.00

PALMETTO PROPERTIES LLC 1253 — 9-21-06 — $800.00 — 09/22/06 210004 0128 160005769701CC 800.00 — First Citizens — 053201487016000 5769701# 1253
Chk# 1253 $800.00

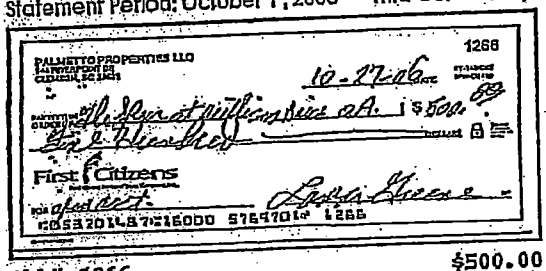
PALMETTO PROPERTIES LLC 1302 — 9-1-06 — $2,608.34 — First Citizens — 053201487016000 5769701# 1302
Chk# 1302 $2,608.34

First Citizens

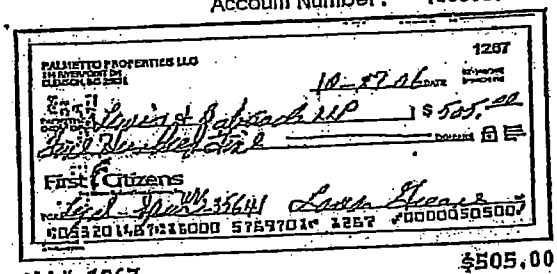
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

Statement Period: October 1, 2006 Thru October 31, 2006

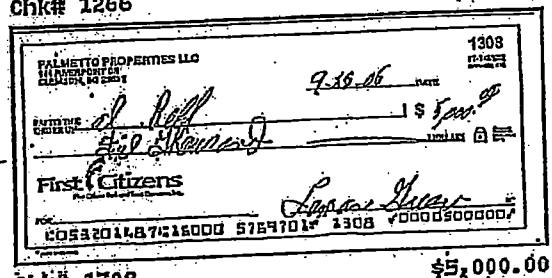
Account Number: 160005769701



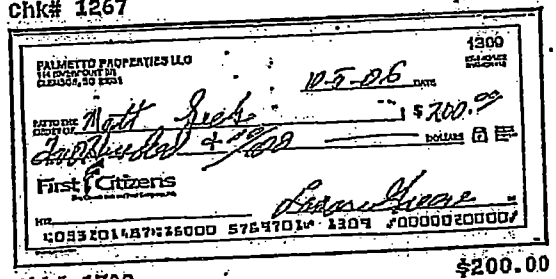
Chk# 1266 $500.00



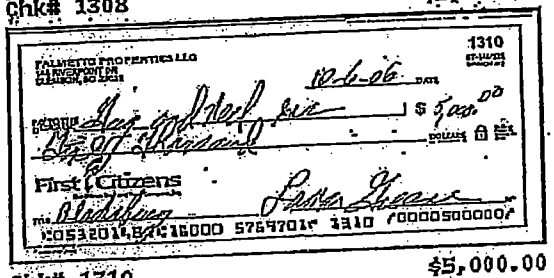
Chk# 1267 $505.00



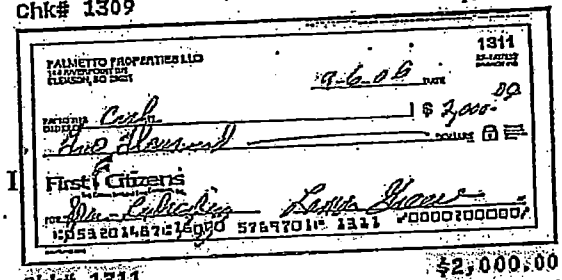
Chk# 1308 $5,000.00



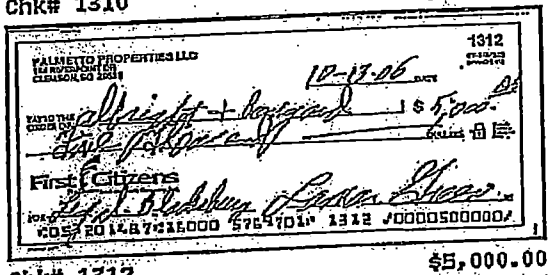
Chk# 1309 $200.00



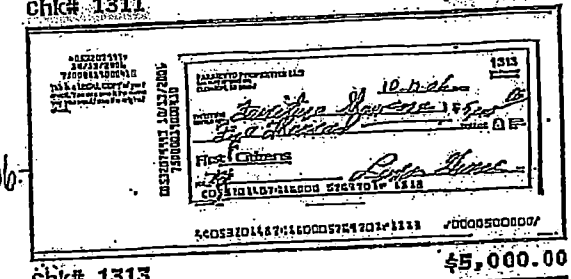
Chk# 1310 $5,000.00



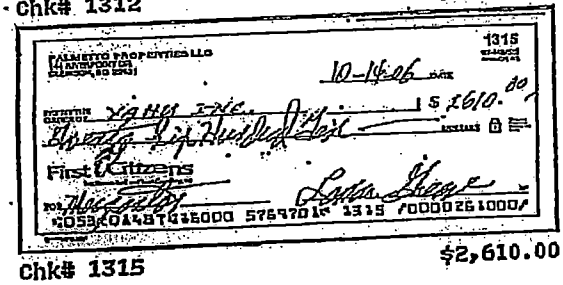
Chk# 1311 $2,000.00



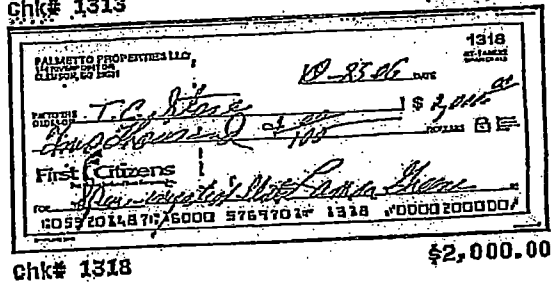
Chk# 1312 $5,000.00



Chk# 1313 $5,000.00



Chk# 1315 $2,610.00



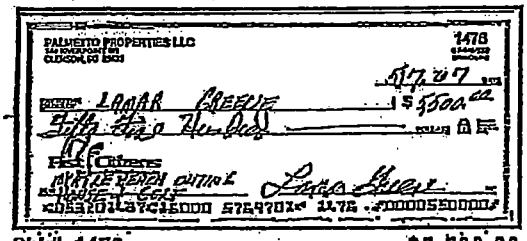
Chk# 1318 $2,000.00

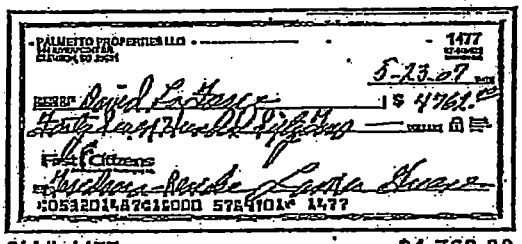
First Citizens

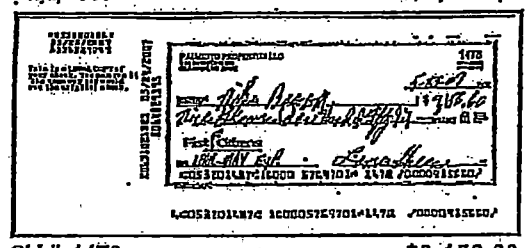
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

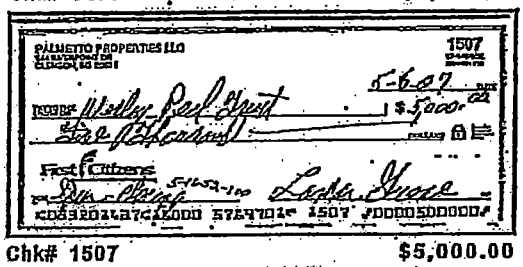
Statement Period: May 1, 2007 Thru May 31, 2007

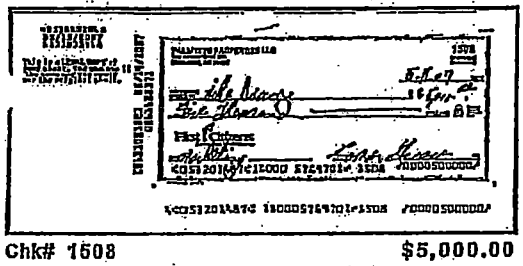
Account Number: 160005769701

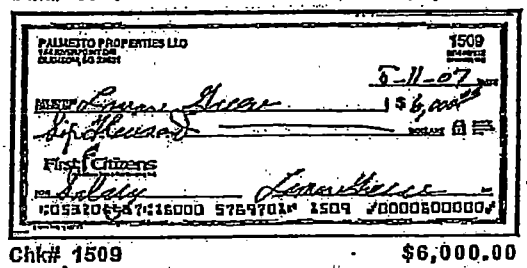

Chk# 1476 $5,500.00

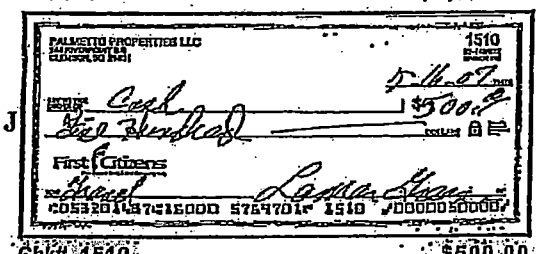

Chk# 1477 $4,762.00

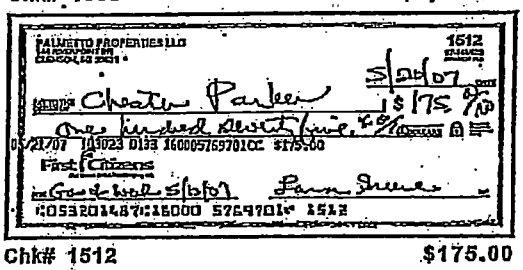

Chk# 1478 $9,156.60

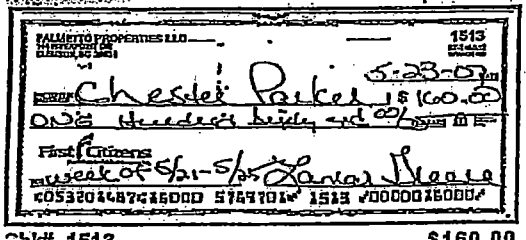

Chk# 1507 $5,000.00

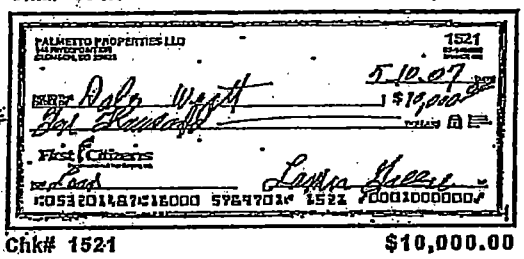

Chk# 1508 $5,000.00


Chk# 1509 $6,000.00


Chk# 1510 $500.00


Chk# 1512 $175.00


Chk# 1513 $160.00


Chk# 1521 $10,000.00

000381

First Citizens

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

09250
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

Statement Period: May 1, 2007 Thru May 31, 2007

Account Number: 160005769701

12 — Chk# 1527 $3,000.00

Chk# 1529 $35,000.00

Chk# 1530 $4,775.00

130 — Chk# 1531 $3,918.31

K — Chk# 1534 $500.00

145 — Chk# 1535 $5,000.00

Chk# 1536 $2,500.00

Chk# 1622 $5,000.00

Chk# 1623 $2,500.00

Chk# 1625 $2,700.00

000382

First Citizens

1225 Lady Street
PO Box 29
Columbia, SC 29202-0029

SC08

08066
LAMAR GREENE
PALMETTO PROPERTIES LLC
144 RIVERPOINT DR
CLEMSON SC 29631-1049

IM
410

Your Accounts At A Glance
Checking Balance 219,611.50

Statement Period: February 1, 2006 Thru February 28, 2006 Account Number: 160005769701

Business Checking I

Account Number: 160005769701

Enclosures In Statement: 0

Beginning Balance	324,901.47+	Statement Period Days	28
2 Deposits	60,257.00+	Average Collected Balance	267,765.00+
0 Other Credits	0.00		
22 Checks	148,858.26-		
3 Other Debits	16,688.72-		
Monthly Service Charge	0.00		
Ending Balance	219,611.50+		

Deposits To Your Account

Date	Amount	Date	Amount
02-10	51,439.00	02-28	8,818.00

Checks Paid From Your Account

Check No.	Date	Amount
	02-21	33,057.89
1141	02-10	2,500.00
46 — 1160*	02-03	8,543.10
47 — 1161	02-09	500.00
1163*	02-08	1,900.00
48 — 1164	02-10	3,817.36
1165	02-22	105.00
1166	02-13	1,000.00
1168*	02-17	2,400.00
1169	02-21	5,900.00
44 — 1183*	02-06	208.00
45 — 1184	02-06	160.00
1186*	02-02	10,630.00
1187	02-07	12,103.47
1188	02-08	35,000.00
1189	02-09	2,025.00
49 — 1190	02-10	5,000.00
53 — 1191	02-22	4,479.93
50 — 1192	02-16	7,500.00
51 — 1193	02-23	3,567.00
52 — 1194	02-28	3,461.50
1196*	02-24	5,000.00

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

Other Debits From Your Account

Date	Description	Amount
02-16	Commercial Loans CI Tran 000179007729001	634.72
02-28	# Wire Transfer Ref Number = 000018 L	16,039.00
02-28	Wire Transfer Fee	15.00
	Total	16,688.72

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

Gaston Engineering Change Orders

Order Number	Date	Check Number	Payee	For	Amount
1	6/24/2006	10403	Gaston Engineering	Value Engineering	$ 150,000.00
3	11/2/2006	10563	Gaston Engineering	Value Engineering	$ 17,500.00
5	2/7/2007	1042	Gaston Engineering	Engineering and Consulting	$ 20,000.00
Total Gaston Engineering Change Orders					**$ 187,500.00**

EXHIBIT

7
Morgan - 5/17/12

Cosmo Engineering, Inc.

RECEIVED

Morgan & Barton

I N V O I C E

Jan. 7, 2006

Morgan & Barton Contractors, Inc.
1819 Commerce Drive
Santa Ana, CA 92705

Description	Net Price
Consulting - Facility process [illegible]	[illegible]
Room Partition Installation	
Labor	200508
Materials	5001
Overhead	7500
Subcontractor	150000
Net Price	442506
Sales Tax	
Total	

000385

owner contract

RECEIVED
AUG 02 2006
Morgan & Bartos

AIA Document G701™ – 2001

Change Order

PROJECT (Name and address): The Legends of Tuscaloosa	CHANGE ORDER NUMBER: 001 DATE: July 24, 2006	OWNER: ☒ ARCHITECT: ☒
TO CONTRACTOR (Name and address): Morgan & Bartos Builders, LLC, 1619 Countleigh Dr., Atlanta, GA 30338	ARCHITECT'S PROJECT NUMBER: 0331 CONTRACT DATE: May 23, 2006 CONTRACT FOR: General Construction	CONTRACTOR: ☒ FIELD: ☐ OTHER: ☐

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert Lowest Price Proposal, any undisputed amount attributable to previously executed Construction Change Directives)
Add Scope (Value Verification) to base contract. ($150,000)
AR Consulting Services for Owner Enterprises to conduct consultation during value engineering and Owner upgrade requests. ($150,000)
GASTON ENGINEERING

The original Contract Sum was	$	14,884,000.00
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	14,884,000.00
The Contract Sum will be changed by this Change Order in the amount of	$	0.00
The new Contract Sum including this Change Order will be	$	14,884,000.00

The Contract Time will be unchanged by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is June 07, 2007

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have not been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, at which time a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Johnson, Stephens, Inc.	Morgan & Bartos Builders, LLC	The Legends of Tuscaloosa, LLC
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
1000 East Main Street, Greenville, SC 29607	1619 Countleigh Dr., Atlanta, GA 30338	144 River Point Drive, Clemson, SC 29631
ADDRESS	ADDRESS	ADDRESS
BY (Signature)	BY (Signature)	BY (Signature)
Rod M. Talmage	Dwight Morgan, Jr.	Lonnie Greene
(Typed name)	(Typed name)	(Typed name)
7/28/06	8.03.06	8.9.06
DATE	DATE	DATE

AIA Document G701™ – 2001. Copyright © 1979, 1987, 2000 and 2001 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 08:53:19 on 07/28/2006 under Order No.1000250544_1 which expires on 7/26/2007, and is not for resale.
User Notes: (388962332)

000386

12/06/2007 17:14 7707309326 MORGAN AND BARTOS PAGE 09/10

10403

MORGAN & BARTOS BUILDERS, LLC
1619 COURTLEIGH DRIVE
ATLANTA, GA 30338
PH: 770-730-9301

PEACHTREE BANK
64-1953/611

DATE 08/08/2006

AMOUNT $ *150,000.00

AY EXACTLY ONE HUNDRED FIFTY THOUSAND DOLLARS

O THE RDER F

Gaston Engineering, Inc.
P.O. Box 977
Gastonia NC 28053

⑈010403⑈ ⑆061119639⑆ 0321003342⑈

MORGAN & BARTOS BUILDERS, LLC 10403

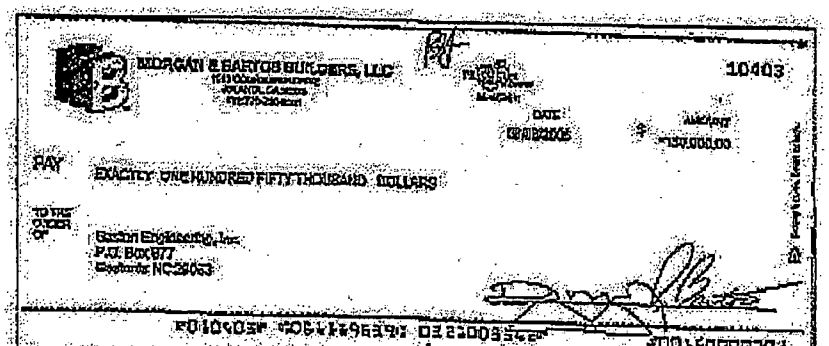
Check#: 10403 Date: 08/08/2006 Amount: 150,000.00 Vendor: 164 Gaston Engineering, Inc.

Invoice#	Job/Description	Balance	Retain	Discount	This Check
407674	200508 The Legends of Tus	150,000.00			150,000.00

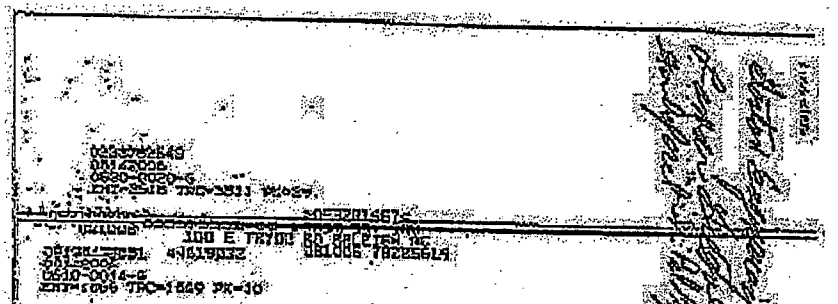
MORGAN & BARTOS BUILDERS, LLC 10403

Check#: 10403 Date: 08/08/2006 Amount: 150,000.00 Vendor: 164 Gaston Engineering, Inc.

Invoice#	Job/Description	Balance	Retain	Discount	This Check
407674	200508 The Legends of Tus	150,000.00			150,000.00



SiteID:0
ProcDate:08/14/2006
CapturDate:11/30/1999
MfilmSeqNum:0
ItemSeqNum:35573532
TracerNum:113001
SerialNum:10403
TrRoutNum:61119639
TransCode:52
AccountNum:321003342
CheckAmt:150000.0
CHKOF6:



SiteID:0
ProcDate:08/14/2006
CapturDate:11/30/1999
MfilmSeqNum:0
ItemSeqNum:35573532
TracerNum:113001
SerialNum:10403
TrRoutNum:61119639
TransCode:52
AccountNum:321003342
CheckAmt:150000.0
CHKOF6:

AIA Document G701™ – 2001

Change Order

PROJECT (Name and address):
Legends at Tuscaloosa
Tuscaloosa, Alabama

TO CONTRACTOR (Name and address):
Morgan and Bartos, LLC
1619 Countlegn Dr.
Atlanta, GA 30338

CHANGE ORDER NUMBER: 003
DATE: November 02, 2006

ARCHITECT'S PROJECT NUMBER: 0031
CONTRACT DATE: May 23, 2006
CONTRACT FOR: General Construction

OWNER: ☒
ARCHITECT: ☒
CONTRACTOR: ☒
FIELD: ☒
OTHER: ☐

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

1. Delete balance of kitchen appliances. -$17,500.00

2. Add consulting services for Custom Engineering for advice on value engineering. $17,500.00

The original Contract Sum was	$ 14,884,000.00
The net change by previously authorized Change Orders	$ -10,000.00
The Contract Sum prior to this Change Order was	$ 14,874,000.00
The Contract Sum will be unchanged by this Change Order in the amount of	$ 0.00
The new Contract Sum including this Change Order will be	$ 14,874,000.00

The Contract Time will be unchanged by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is June 07, 2007

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Talmage Architects, Inc.	Morgan and Bartos, LLC	The Legends of Tuscaloosa, LLC
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
103 East Main Street, Lexington, SC 29072	1619 Countlegn Dr., Atlanta, GA 30338	144 River Point Drive, Clemson, SC 29631
ADDRESS	ADDRESS	ADDRESS
BY (Signature)	BY (Signature)	BY (Signature)
Ted M. Talmage	Dwight Morgan, Jr.	Lamar Greene
(Typed name)	(Typed name)	(Typed name)
11-2-06	11.03.06	11.03.06
DATE	DATE	DATE

AIA Document G701™ – 2001. Copyright © 1979, 1987, 2000 and 2001 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:44:50 on 11/02/2006 under Order No. 1000350644_1 which expires on 7/05/2007, and is not for resale. User Notes: (850514875)

Claxton Engineering, Inc.
PO Box 977
Gastonia, NC 28053
704-866-7919

INVOICE

Bill To:

Morgan & Bartos Constructors, LLC
1619 Courtleigh Drive
Atlanta, GA 30338

Date: 9/25/06

Invoice No: 69775

Terms: Net 30

Description	Net Price
Consulting for value engineering at The Legends of Tuscaloosa project	$ 17,500.00

MORGAN & BARTOS INVOICE APPROVAL
USD ____ USC ____
JOB #: _____
GL ACCT #: _____
COST CODE: _____
AMT. APPROVED: _____
APPROVED BY: _____
DATE APPROVED: _____
REMARKS: _____

1—Original

10563

MORGAN & BARTOS BUILDERS, LLC
1619 COURTLEIGH DRIVE
ATLANTA, GA 30338
PH: 770-730-9301

PEACHTREE Bank of Commerce
64-1063/311

DATE 10/06/2006 $ AMOUNT *17,500.00

AY EXACTLY SEVENTEEN THOUSAND FIVE HUNDRED DOLLARS

O THE RDER F Gaston Engineering, Inc.
P.O. Box 977
Gastonia NC 28053

⑈010563⑈ ⑆061119637⑆ 0321001342⑈

MORGAN & BARTOS BUILDERS, LLC 10563

Check: 10563 Date: 10/06/2006 Amount: 17,500.00 Vendor: 184 Gaston Engineering, Inc.

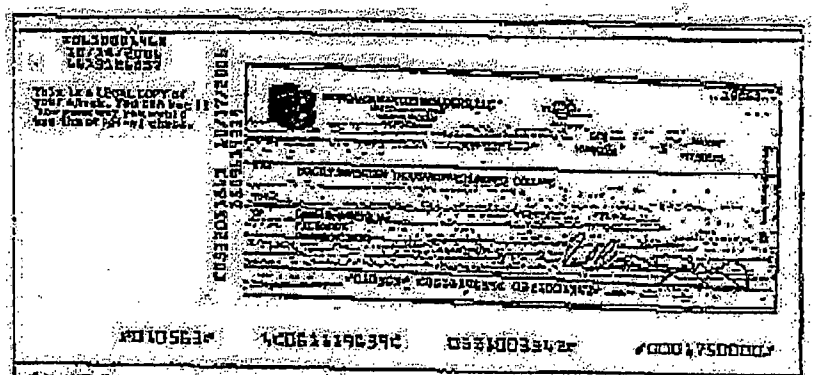
Invoice#	Job/Description	Balance	Retain	Discount	This Check
69775	200508 The Legends of Tus	17,500.00			17,500.00

MORGAN & BARTOS BUILDERS, LLC 10563

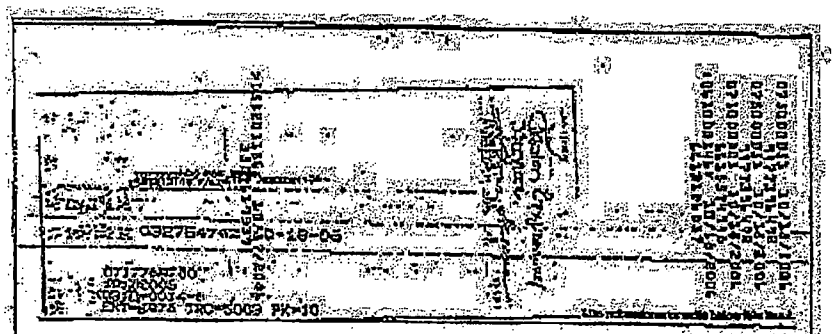
Check: 10563 Date: 10/06/2006 Amount: 17,500.00 Vendor: 184 Gaston Engineering, Inc.

Invoice#	Job/Description	Balance	Retain	Discount	This Check
69775	200508 The Legends of Tus	17,500.00			17,500.00

HERE TO REORDER 1 800 882-2301 PLT12XC-1



SiteID:0
ProcDate:10/18/2006
CapturDate:11/30/1999
MfilmSeqNum:0
ItemSeqNum:32754742
TracerNum:113001
SerialNum:10563
TrRoutNum:61119639
TransCode:52
AccountNum:321003342
CheckAmt:17500.00
CHKOF6:



SiteID:0
ProcDate:10/18/2006
CapturDate:11/30/1999
MfilmSeqNum:0
ItemSeqNum:32754742
TracerNum:113001
SerialNum:10563
TrRoutNum:61119639
TransCode:52
AccountNum:321003342
CheckAmt:17500.00
CHKOF6:

AIA® Document G701™ – 2001

Change Order

PROJECT (Name and address):
Legends at Tuscaloosa
Tuscaloosa, Alabama

TO CONTRACTOR (Name and address):
Morgan and Bartos, LLC
1619 Courdelgi Dr.
Atlanta, GA 30338

CHANGE ORDER NUMBER: 004
DATE: November 02, 2006

ARCHITECT'S PROJECT NUMBER: 0531
CONTRACT DATE: May 23, 2006
CONTRACT FOR: General Construction

OWNER: ☒
ARCHITECT: ☒
CONTRACTOR: ☒
FIELD: ☒
OTHER: ☐

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
Refer to attached Description

The original Contract Sum was	$ 14,884,000.00
The net change by previously authorized Change Orders	$ 10,000.00
The Contract Sum prior to this Change Order was	$ 14,874,000.00
The Contract Sum will be increased by this Change Order in the amount of	$ 413,350.00
The new Contract Sum including this Change Order will be	$ 15,287,350.00

The Contract Time will be unchanged by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is June 07, 2007

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Talmage Architects, Inc	Morgan and Bartos, LLC	The Legends of Tuscaloosa, LLC
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
103 East Main Street, Lexington, SC 29072	1619 Courdelgi Dr., Atlanta, GA 30338	144 River Point Drive, Clemson, SC 29631
ADDRESS	ADDRESS	ADDRESS
BY (Signature)	BY (Signature)	BY (Signature)
Ted M. Talmage	Dwight Morgan, Jr.	Lamar Greene
(Typed name)	(Typed name)	(Typed name)
11-2-06	11.03.06	11.03.06
DATE	DATE	DATE

AIA Document G701™ – 2001. Copyright © 1979, 1987, 2000 and 2001 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 13:49:19 on 11/02/2006 under Order No.1000250844_1 which expires on 7/26/2007, and is not for resale. (1011164365)
User Notes:

Change Order # 4 Description

1. Incorporate Alternate #1 of the contract to add an allowance for a site fence and gate.....$150,000
2. Incorporate Alternate #2 of the contract to add an allowance for a landscaping and irrigation system.....$25,000
3. Incorporate Alternate #3 of the contract to add the majority of the kitchen appliances by Frigidaire that includes a range with no warming zone, refrigerator, microwave and dishwasher.....$60,750
4. In addition to Alternate #3, add the balance of the Frigidaire appliances to the contract.....$17,500
5. Add floor covering material as originally specified to the contract.....$150,000
6. Relocate student from property to new location to enable demolition of existing house to proceed.....$3,900
7. Provide trailer at project site for marketing and sales of The Legends condo units.....$6,200

Total.....$413,350

Gaston Engineering, Inc.
PO Box 977
Gastonia, NC 28053

704-866-7919

Entered Into Master Builder

INVOICE

Bill To:

Morgan & Bartos
1619 Court Leigh Drive
Atlanta, GA 30338

Date: 01/03/07

Invoice No. 70401

Terms: Net 30

Description	Net Price
Engineering and Consulting Fees	$ 20,000.00

MORGAN & BARTOS INVOICE APPROVAL
INVOICE PO SUBCONTRACT
JOB#: 11 d 2-BOS
GL ACCT:
COST CODE: 2BOS
AMT APPROVED: 20,000
APPROVED BY: DM
DATE APPROVED: 1/17/07
REMARKS:

1 -Original

Mary,
Please make me a copy once you stamp Master Builder.
DM
1/17/07

1042

MORGAN & BARTOS BUILDERS, LLC
1108 HOPE RD.
ATLANTA, GA 30350
PH: 770-730-8301

Wachovia Bank, N.A.
Wachovia.com
94-2/610

DATE AMOUNT
01/18/2007 $ *20,000.00

PAY: EXACTLY TWENTY THOUSAND DOLLARS

TO THE ORDER OF Gaston Engineering, Inc.
P.O. Box 977
Gastonia NC 28053

AUTHORIZED SIGNATURE

⑈001042⑈ ⑆061000227⑆ 2000015312⑈ 8⑈

1042

MORGAN & BARTOS BUILDERS, LLC

Check#: 1042 Date: 01/18/2007 Amount: 20,000.00 Vendor: 184 Gaston Engineering, Inc.

Invoice#	Job/Description	Balance	Retain	Discount	This Check
70401	200508 The Legends of Tus	20,000.00			20,000.00

MORGAN & BARTOS BUILDERS, LLC 1042

Check#: 1042 Date: 01/18/2007 Amount: 20,000.00 Vendor: 184 Gaston Engineering, Inc.

Invoice#	Job/Description	Balance	Retain	Discount	This Check
70401	200508 The Legends of Tus	20,000.00			20,000.00

PRODUCT # LMP119

2000035328768	1042	01/25/2007	$20,000.00

MORGAN & BARTOS BUILDERS, LLC
1108 HOPE RD
ATLANTA, GA 30350
PH: 770-730-9301

Wachovia
Wachovia Bank, N.A.
wachovia.com
64-22610

1042

DATE: 01/18/2007

AMOUNT: $ 20,000.00

PAY: EXACTLY TWENTY THOUSAND DOLLARS

TO THE ORDER OF Gaston Engineering, Inc.
P.O. Box 977
Gastonia NC 28053

AUTHORIZED SIGNATURE

⑆001042⑈ ⑆061000227⑆ 2000035328768⑈ ⑈000020000⑈

Wachovia certifies that the above image accurately represents the physical item from which it was produced.

https://wc.wachovia.com/NETAccountServices/ItemImage/ImageViewer.aspx?ID=5cc4b2dd-ff60... 1/15/2008

AIA Document G701™ – 2001

Change Order

PROJECT (Name and address):
Legends at Tuscaloosa
Tuscaloosa, Alabama

TO CONTRACTOR (Name and address):
Morgan and Bartos, LLC
1619 Courtleigh Dr.
Atlanta, GA 30338

CHANGE ORDER NUMBER: 005
DATE: February 07, 2007

ARCHITECT'S PROJECT NUMBER: 0531
CONTRACT DATE: May 23, 2006
CONTRACT FOR: General Construction

OWNER: ☒
ARCHITECT: ☒
CONTRACTOR: ☒
FIELD: ☐
OTHER: ☐

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Add Consulting services by Gaston Engineering:	$20,000.00
Add for Mat design services:	$10,000.00
Add for tap fees, fire hydrant, water meter, 8" fire line detector dcheck & associated piping per detail on 18-06:	$25,390.00
Reduce allowance for site fencing and gates from $150,000 to $94,610.00	<55,390.00>

The original Contract Sum was	$ 14,884,000.00
The net change by previously authorized Change Orders	$ 403,350.00
The Contract Sum prior to this Change Order was	$ 15,287,350.00
The Contract Sum will be unchanged by this Change Order in the amount of	$ 0.00
The new Contract Sum including this Change Order will be	$ 15,287,350.00

The Contract Time will be unchanged by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is unchanged.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
Talmage Architects, Inc.	Morgan and Bartos, LLC	The Legends of Tuscaloosa, LLC
103 East Main Street, Lexington, SC 29072	1619 Courtleigh Dr., Atlanta, GA 30338	144 River Point Drive, Clemson, SC 29631
ADDRESS	ADDRESS	ADDRESS
BY (Signature)	BY (Signature)	BY (Signature)
Ted M. Talmage (Typed name)	Dwight Morgan, Jr. (Typed name)	Lamar Greene (Typed name)
2/9/07 DATE	2/9/07 DATE	2/9/07 DATE

AIA Document G701™ – 2001. Copyright © 1979, 1987, 2000 and 2001 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:53:54 on 02/07/2007 under Order No.1000250544_1 which expires on 7/26/2007, and is not for resale. (4006896024)
User Notes:

Returns and exchanges are easy. If you have questions, click here to learn more.

Sincerely,
Macy's Customer Service
www.macys.com

store returns policies service plans

To ensure our emails reach your inbox, add ereceipts@ereceipts.macys.com to your address book. tell me more

Pricing Policy Privacy Policy Legal Notice

PALMETTO STATE ENTERPRISES
SUMMARY OF UNAUTHORIZED CHARGES

3/16/2012

Entity-Source	*Amount*
First Citizens Account	**$748,069.42**
Regions Account	**$70,987.14**
NBSC Account	**$26,227.01**
Greenville First Personal Loan Payments	**$16,440.01**
Salary Overpayment	**$76,881.00**
Cash Withdrawals	**$22,005.00**
Rayburn Cooper Durham Wire	**$16,039.00**
Gaston Engineering	**$187,500**
Total	**$1,164,148.58**

STATE OF SOUTH CAROLINA IN THE COURT OF COMMON PLEAS

COUNTY OF PICKENS C.A. NO.: 2008-CP-39-56

Palmetto State Enterprises, LLC,

Plaintiff,

vs

Lamar Greene, J & P Enterprises of the Carolinas, Inc., Gaston Engineering, Inc. and Morgan and Bartos Builders, LLC,

Defendants.

And Lamar Greene,

Third Party Plaintiff,

vs

Mike Brown and Ron West,

Third Party Defendants.

DEPOSITION OF RONALD E. WEST

Pursuant to notice of deposition and/or agreement and/or subpoena in the above-entitled case, a deposition was taken on the 20th day of November 2008, commencing at approximately 9:10 a.m., attended by counsel as follows:

1 APPEARANCES:

2 Christopher G. Olson, Esquire
Olson, Smith, Jordan and Cox, P.A.
3 600 College Avenue
P. O. Box 1633
4 Clemson, South Carolina 29633

5 Appeared on behalf of the plaintiff;

6 Scott F. Talley, Esquire
Pye & Talley, P.A.
7 959 John B. White, Sr. Blvd.
Spartanburg, South Carolina 29306

8 Appeared on behalf of Mr. Greene;

9 Charles J. Hodge, Esquire
10 Hodge Law Offices
229 Magnolia Street
11 P. O. Box 2765
Spartanburg, South Carolina 29306

12 Appeared on behalf of Floyd Elliott;

13 J. Kevin Owens, Esquire
14 Butler, Means, Evins & Browne
234 North Church Street.
15 P. O. Box 451
Spartanburg, South Carolina 29306

16 Appeared via telephone on behalf of Gaston
17 Engineering.

18 ALSO PRESENT: Mr. Michael Brown
Mr. C. Lamar Greene
19
20
21
DEPOSITION REPORTED BY:
22 Ruth Anne Maciag,
Registered Professional Reporter.
23 Depositions And..., Inc.
P.O. Box 10268
24 101 Broadus Avenue
Greenville, South Carolina 29601
25

1 I N D E X

2 WITNESS: RONALD E. WEST
DATE: NOVEMBER 20, 2008

3

4 PAGE

Waiver 4
5
Direct examination by Mr. Talley 4
6
Cross examination by Mr. Hodge 38
7
Redirect examination by Mr. Talley 40
8
Recross examination by Mr. Hodge 43
9
Further redirect examination by
10 Mr. Talley 44
11 Certificate of Notary Public 46

12
13
14 DEFENDANTS' EXHIBITS

15

Defendants' Exhibit 1 19
16 Defendants' Exhibit 2 28

17
18
19
20
21
22 The attached 45 pages of testimony of RONALD E.
WEST in the above matter is the work product of
23 Depositions And..., Inc., and not to be copied or
utilized in any manner without the express written
24 authorization of Depositions And..., Inc.
25

1 Pursuant to notice and/or agreement to take
2 depositions, the within deposition was taken by the
3 above reporter, a Notary Public, as required under
4 the Code of Laws of South Carolina, and Circuit Court
5 Rule 30, et al., by consent of all parties, at 600
6 College Avenue, Clemson, South Carolina.
7 Waiver:
8 Counsel did agree that both the reading over of
9 and signing of the deposition are hereby dispensed
10 with and waived.
11 The deponent did agree that both the reading
12 over of and signing of the deposition are hereby
13 dispensed with and waived.
14 The deponent was duly sworn to tell the truth,
15 the whole truth, and nothing but the truth of his own
16 knowledge concerning the matter herein.
17 RONALD E. WEST, BEING FIRST DULY SWORN, TESTIFIED AS
18 FOLLOWS:
19 DIRECT EXAMINATION BY MR. TALLEY:
20 Q. Mr. West, good morning. Thank you for being here.
21 My name is Scott Talley, we spoke just a moment ago.
22 We're here to take your deposition today. I
23 briefly will go over the rules with you. A little
24 bit different in the sense that Mr. Owens is joining
25 by phone; so after I go through this, I'm going to

1 let him ask a few questions, and then I think he'll
2 probably be on his way.
3 If any time I ask you a question you don't
4 understand, ask me to repeat it. If you answer a
5 question, I'm going to assume that you understood it
6 and were answering the question that I asked.
7 If you have a question about anything that's
8 going on, you have to direct that to me; you can't
9 direct that to your attorney.
10 If at any point we take a break, you're not
11 allowed to discuss what we're doing with him. If at
12 any point you feel like you need a break, let me
13 know. I don't think we'll be very long this morning,
14 but happy to accommodate you in that regard.
15 Do you have any questions before we start?
16 A. No.
17 Q. One other thing, and I'm glad you just did it, any
18 response needs to be verbalized so that the court
19 reporter can take down everything that's being said.
20 Obviously this equipment is not going to pick up a
21 head-nod, and we want to make sure we get your
22 response accurately.
23 A. Okay.
24 MR. TALLEY: With that, Mr. Owens, if you've got
25 any questions, you may want to introduce yourself.

Page 6

1 MR. OWENS: Mr. West, my name is Kevin Owens. I
2 represent Gaston Engineering in this case.
3 I don't anticipate that I'm going to have many,
4 if any questions.
5 THE WITNESS: Do I need to respond to that?
6 Okay.
7 MR. OWENS: Scott, you can go ahead. I'm going
8 to wait.
9 MR. TALLEY: You're going to wait an hour or so?
10 MR. OWENS: Yeah.
11 MR. TALLEY: Fair enough.
12 CONTINUED EXAMINATION BY MR. TALLEY:
13 Q. Have you ever been involved in a lawsuit before?
14 A. No, sir.
15 Q. Have you ever had your deposition taken?
16 A. No, sir, this is it.
17 Q. Where do you currently reside?
18 A. 100 Catawba Road, Clemson, South Carolina.
19 Q. How long have you lived there?
20 A. Since, built the house in '99.
21 Q. Where were you prior to that?
22 A. Tulane. I lived in Mandeville and commuted to
23 Tulane.
24 Q. Do you have any family in Pickens County with a last
25 name other than West?

Page 7

1 A. Well, I have my -- other than West?
2 Q. Yes, sir.
3 A. No.
4 Q. Are you married?
5 A. Yes.
6 Q. What's your wife's name?
7 A. Karen Rebecca West. Becky, she goes by Becky.
8 Q. Is she employed?
9 A. No, sir.
10 Q. Do you have any children?
11 A. Well, actually I have Brad West, who's Ronald Bradley
12 West, who's up in Boone, North Carolina; I have
13 Laurie Brook West.
14 Q. Where does she live?
15 A. She lives in the condos over at -- drawing a blank
16 right now -- Woodlands.
17 Q. Is that here in Clemson?
18 A. Um-hmm. It's actually maybe a Central address, it's
19 going out toward Central, the Woodlands.
20 Q. Okay. When did you begin your coaching career?
21 A. Started coaching in 1979.
22 Q. And have you been involved in coaching ever since?
23 A. Yes, sir.
24 Q. Have you ever, other than Palmetto States, have you
25 had any business ventures outside of the coaching

Page 8

1 profession?
2 A. No, not really. You know, I opened my own little S
3 corp just privately.
4 Q. What did that company do?
5 A. I've still got it, still, I still have it.
6 Q. What does it do?
7 A. It's BD Unlimited. We buy, we bought a piece of
8 property through it.
9 Q. So is it set up just to hold real estate?
10 A. Real estate, and it's set up as a total deal.
11 If you have any questions, you can contact my
12 lawyer that set it up.
13 Q. Who is that?
14 A. Brian James in Easley.
15 Q. When did you form that corporation?
16 A. I can't remember the exact date. Seems like it was
17 sometime last summer.
18 Q. Is it an LLC?
19 A. It's an N Corp.
20 Q. Are you the only shareholder member?
21 A. Well, basically, you know, my wife, I was able to,
22 you know, she works in the company, so I actually
23 give her, I gave her a little salary through the
24 company. And then my son was involved in the company
25 too.

Page 9

1 Q. And what is that salary for, what's your wife doing?
2 A. She does bookkeeping and stuff like that.
3 Q. Where is the property?
4 A. Property that we own?
5 Q. Yes, sir.
6 A. We actually own, well we have a property at the
7 beach. Exactly where, I can give you the address; I
8 don't have the information right here, but --
9 Q. Is it Myrtle Beach area, Charleston?
10 A. No, it's Pawley's Island area.
11 Q. Is it a residential property?
12 A. It will be, that's what it is, when it's developed.
13 It's called the Bays of Litchfield.
14 Q. So you're building?
15 A. I'm not going to build anything there. I was buying
16 the property to try to resell the property.
17 Q. Is there anything on it?
18 A. No, it's just land right now. It's a pod in a
19 subdivision.
20 Q. And do you have that financed through a bank?
21 A. Right.
22 Q. Who is that?
23 A. First Citizens financing.
24 Q. And you think you bought that sometime last summer?
25 A. I'd have to look at it. You know, I got the contract

Page 10

1 at the office. If you want to see it, I'll be glad
2 to show it to you.
3 Q. Other than that, have you bought and sold properties
4 other than that which you've lived in?
5 A. Now I bought a piece of property from, a condo from
6 Mr. Greene.
7 Q. Where was that?
8 A. Clemson Towers.
9 Q. And when did you buy that?
10 A. Man.
11 Q. I'm not asking you for like June 3rd or --
12 A. I can't even comprehend the dates. I've had a lot
13 going on in my life, I can't be exact on that.
14 Mr. Greene probably could be. I mean I can't be
15 exactly what.
16 Q. That's here at Clemson Towers?
17 A. We bought the Clemson Towers property, and then we
18 sold it.
19 Q. When did you sell it?
20 A. I can't remember the exact date I sold it. I mean I
21 can go get the forms, if you want to see the forms, I
22 got it in my office, the day we sold it.
23 Q. Other than the beach --
24 A. Go ahead.
25 Q. I didn't mean to cut you off.

Page 11

1 A. No, you didn't cut me off.
2 Q. Other than the beach property and the condo at
3 Clemson Towers, have you ever done any other real
4 estate?
5 A. Now how far you want me to go back? Because it's
6 obvious you're wanting me to go back.
7 Q. No, I'm just asking you about real estate investment
8 other than property --
9 A. I've bought houses and sold houses.
10 Q. All right, tell me about that?
11 A. I mean I can't, you want to go all the way back to
12 Lubbock, Texas?
13 Q. Yes, sir.
14 A. Bought a house in Lubbock Texas.
15 Q. Did you live there?
16 A. Lived there.
17 Q. Back up.
18 The question is, I'm not asking you where you
19 bought and lived; I'm asking you about investments,
20 or properties you bought and sold as part of a
21 business venture or something like that.
22 A. Private?
23 Q. Yes, sir.
24 A. I bought a lot over at Providence Ferry. I don't
25 know the date. I can give you all the information

Page 12

1 since I've been at Clemson.
2 Q. Is that something you hold personally, or do you have
3 --
4 A. I sold it. I sold it. I personally bought it. It
5 was financed through Bank of America, and sold the
6 property.
7 I told you I bought a condo from Mr. Greene at
8 Clemson Towers, and sold it.
9 I bought the property at Providence Ferry. I
10 bought the property at, and sold that, and then I
11 bought a property at Bays of Litchfield that I own
12 right now that I pay a note on.
13 And I bought a condo at the Woodlands for my
14 daughter, where she lives.
15 Q. And are all those held, or were they held in your
16 personal name?
17 A. Just the one. All of them were held in my personal
18 name. One to, Providence Ferry was. Providence
19 Ferry was. Clemson Towers is. And then Clemson, and
20 then the condo at the Woodlands.
21 And then the Bays is held under BD Unlimited.
22 Q. Do you still own Clemson Towers?
23 A. I sold it.
24 Q. You said it still is, and that's why I asked you.
25 A. No, no, I sold it. I got, you know, if you need any

Page 13

1 information, I'd be glad to give you all the
2 information.
3 Q. You're doing fine.
4 How did you come to know Mr. Greene?
5 A. Met Mr. Greene in 19-, I want to say -99, through
6 Rich Rodriguez.
7 Q. Is 1999 when you came to Clemson?
8 A. Um-hmm.
9 Q. Is that a yes?
10 A. Yes, sir. I'm sorry.
11 Q. And was --
12 A. The starting date would have been, you asked me if I
13 came to Clemson in '99; I came to Clemson and played
14 here, so I came here earlier in my life.
15 Q. But you came back to coach in 1999; is that right?
16 A. Right.
17 Q. Was Mr. Rodriguez already here?
18 A. We were together at Tulane, and we came together.
19 Q. Tell me about your meeting, I mean how did that come
20 about?
21 A. Rich was living, and I can't remember where it was,
22 Lamar could kind of help me on this, but was living
23 somewhere in those older townhomes next to Lamar or
24 down from Lamar, I'm not sure exactly.
25 And Rich's dad was coming in town, and I helped

Page 14

1 Rich out and let him borrow my boat. And then what
2 had happened is, Lamar had that extra dock there at
3 the Towers, and he kept a boat there. And that's
4 kind of where we all talked, first time I was
5 thinking, at the Clemson Towers there. Not the
6 Clemson Towers, but what do you call it, Riverpoint?
7 Riverpoint. In his back yard kind of.
8 Q. So that was just a chance meeting through a mutual
9 acquaintance?
10 A. Yeah. And we met and we, I mean, thought the world
11 of it, the conversation, just thought the world of
12 him.
13 Q. How did it come to be that Palmetto States
14 Enterprises was formed?
15 A. It was really Lamar's idea.
16 Q. And when was that?
17 A. I don't know exact dates. You'll have all the
18 information, I'm sure. I just can't remember exact
19 dates now.
20 Q. Was it close to the time you met in 1999?
21 A. No, no.
22 I think it was, I mean it's, let's see, I've
23 been here ten years so, how long has the company been
24 in existence.
25 Q. Well, the company was formed legally, I believe,

Page 15

1 around October of 2004.
2 A. That sounds right. I mean it seems like, though,
3 that we, kind of that summer, if you're saying it was
4 formed in 2004, I can remember Rich coming down, and
5 me and Lamar and Rich kind of walking through the
6 Clemson Towers, and seeing what the units looked like
7 and how first class they were.
8 And that's kind of where it all started, I think
9 that's kind of where it all started about.
10 Q. When you said that summer, do you think that's the
11 summer --
12 A. I'm just saying, I'm just saying, when could Rich get
13 down here, I can't remember exactly the dates. I
14 could not tell you that and be honest with you.
15 Q. When this was going on, and I think I'm right about
16 that, I think the state records say it was formed in
17 October of 2004 --
18 A. I can't remember the exact dates.
19 Q. Did you still own Clemson Towers at that time?
20 A. Man, I can't remember that. I can't tell you that.
21 I can go get the proof, and show you the dates, but I
22 can't tell you that, sir.
23 Q. Tell me about your discussions as you went through
24 Clemson Towers?
25 A. What do you mean?

Page 16

1 Q. Well, you said y'all were looking at units and --
2 A. This is how first class they were. I mean, you know,
3 there's nothing wrong with the product, it's first
4 class. It was done right.
5 Q. How did you get from that point to, we're going to
6 form an entity, and we're going to do this elsewhere?
7 A. I think Lamar and me had had prior discussions, you
8 know, me and him had.
9 But then, you know, Rich, wanted to get Rich
10 involved. Can't remember all the details of it
11 really, I really can't.
12 Q. But go back for a second. When you met in 1999, up
13 until that time in 2004, how was your relationship
14 over that five-year --
15 A. Friends.
16 Q. Did y'all have any other --
17 A. This is, this is, you know, I still to this day
18 consider, you know, what happened, I mean I always
19 thought of him as a great man and his wife. So that,
20 you know, I know this is a business thing. This
21 crushed me.
22 Q. I appreciate you're saying that.
23 And I'm just doing my job, sir. I'm here to ask
24 some questions and see what you know. This is not
25 meant to trick you, to get you to say something,

Page 17

1 anything.
2 A. Oh, I know that.
3 Q. Tell me about that five-year period, I mean did y'all
4 have any other business ventures together prior to
5 this?
6 A. You're talking about prior to forming Palmetto
7 States?
8 Q. Yes, sir.
9 A. You know, the only thing I remembered is, you know,
10 Lamar was building the Clemson Towers, and I was able
11 to buy a unit there. That's all I remember.
12 Q. Would everything else be just casual, you'd see him
13 around town, or something like that?
14 A. Yeah, we'd have breakfast and stuff. We were good
15 friends, I mean.
16 Q. How did Palmetto States get started, in your view?
17 A. Brilliant idea, I think, by that man right there.
18 Q. And the idea was what? I mean we know you went and
19 built condos, but --
20 A. It was a successful business. Built condos in a
21 tough market, right by stadiums. It's his idea,
22 Mr. Greene's.
23 Q. And as I understand it, Mr. Greene's son, Jeff, you,
24 and Mr. Rodriguez, were and still are the three
25 memberships of Palmetto States; is that accurate?

Page 18

1 A. I assume we are. I don't know all the legal terms
2 now since all this stuff has taken place, I don't
3 really know how to answer that.
4 Q. Well, memberships in an LLC are like owning shares in
5 a corporation.
6 A. Well, it was Jeff and Lamar and Rodriguez and West.
7 Q. What was your investment in the company?
8 A. We all put up, what, ten thousand, I think, dollars.
9 I brought a deal here.
10 Q. Anything you've got you feel like you need to
11 reference, that's fine.
12 A. That's up to you. You know, if you want it --
13 Q. Well, I mean I want you to answer accurately, so if
14 you need to look at something to see if it's ten
15 thousand or --
16 A. Well, I think it was ten. I mean I'm not.
17 Yeah, we put up ten thousand dollars.
18 Q. Does that reflect when you put that money up?
19 A. No, it doesn't.
20 Q. Other than that ten thousand, have you invested any
21 more money in Palmetto States?
22 A. Well, I wouldn't call it an investment. I've paid,
23 I've had to pay a note that me and Mr. Greene
24 co-signed for a guy.
25 Q. Tell me about that?

Page 19

1 A. I've been paying this. That's it right there.
2 Q. All right. Tell us who is Christopher Rumph?
3 A. He's a coach at Clemson.
4 MR. HODGE: How do you spell the last name?
5 MR. TALLEY: According to this, it's R-U-M-P-H.
6 CONTINUED EXAMINATION BY MR. TALLEY:
7 Q. Is this your only copy of this?
8 A. I can get you a copy.
9 Q. We'll get one. But just for reference purposes, we
10 probably ought to make the copy an exhibit.
11 A. Well, they hold the loan, Greenville First.
12 Q. That's all legal talk, sir, don't worry about that.
13 If this is your only copy, I want to make sure
14 you take it with you. But since we're talking about
15 it, we're going to make a copy of it.
16 A. Okay.
17 But you're asking me, I just, I mean I really
18 haven't invested anything, but time.
19 (Defendants' Exhibit 1 marked for
20 identification, West deposition,
21 11/20/08, RAM.)
22 CONTINUED EXAMINATION BY MR. TALLEY:
23 Q. Tell me about this note you're paying; it looks like
24 it's at Greenville First?
25 A. Well, Lamar, I can't remember exact dates, but

Page 20

1 sometime, I want to say it was in August, prior to
2 this note, Lamar, myself, and Chris Rumph, went to
3 lunch at Pixie & Bill's.
4 And Chris wanted to be involved. And I think
5 Lamar had said that Chris could borrow this money,
6 and he would, I don't know how the deal was, it was
7 going to pay the interest off or something, he could
8 borrow a lump sum, invest it into, I don't know if he
9 invested it into the company or if it was the
10 Blacksburg project, I don't know exactly all the
11 details.
12 And then what, because I didn't, all I did was
13 cosign on the note. And I felt bad for Chris because
14 Chris had to start paying it, and he didn't have the
15 money to pay it. And then all this kind of blew up.
16 Q. I know you think I'm picking on you about dates, but
17 I'm really not. But they're important.
18 You said Chris had to start paying on it; do you
19 remember when that was?
20 A. I don't know. I mean I don't remember, I just been
21 honest with you, I don't remember exact dates.
22 I tell you what, though, I would open my files
23 up so you could see it. Or we can bring Chris in
24 here, if you want to talk to him.
25 Q. How long have you been paying that?

Page 21

1 A. I want to say I started paying that in October.
2 Q. 2008?
3 A. No, it would be, what I'm saying is, this is 2008
4 October, right?
5 Q. November.
6 A. No, no. Let's go back a year.
7 Q. So you started paying it, you believe --
8 A. Not this August; we're talking about before all this
9 stuff happened.
10 Q. So you think you started paying it around October of
11 2007?
12 A. Yeah. I mean it's all when this, this thing got kind
13 of crazy.
14 Q. When Palmetto States was formed, what was your role?
15 A. I don't really know my role. Just doing, you know,
16 we were trying to find guys that wanted to invest in
17 the company.
18 Q. Did you do that?
19 A. We found some good guys.
20 Q. Who did you talk to about investing in the company?
21 A. Well, let's see, Larry Fedora is a personal friend of
22 mine.
23 MR. OLSON: Spell that name as best you can for
24 her?
25 THE WITNESS: F-E-D-O-R-A, head football coach

Page 22

1 at Southern Miss.
2 BY THE WITNESS:
3 A. Brian Karr, K-A-R-R.
4 You want me to list, I have to go back and get
5 all the guys. John Lovett invested. Lovett,
6 L-O-V-E-T-T.
7 Dabo Swinney invested. Brad Scott invested.
8 Q. Is that what you were primarily doing, seeking
9 investors?
10 A. Well, I don't know what my role was. I mean I never
11 had been basically told my role.
12 Q. What's your role today?
13 A. I'm a football coach.
14 Q. No, in the company. I understand that.
15 But in this company?
16 A. I don't know what's going on with this company. I've
17 been completely out of this thing since the day this
18 thing got haywire. I've not really had much
19 involvement at all in this company.
20 Q. Have you asked for more involvement, or is that by
21 choice?
22 A. I just don't, I mean I want the nightmare to go away.
23 Do you understand that?
24 Q. Have you asked for accountings of moneys for the
25 company?

Page 23

1 A. I know that when all this happened, they were going
2 to do an accounting. I've never seen all that, I've
3 never seen all that.
4 So I mean I know that they were going to do, I
5 mean I basically, me and Chris met, and I gave this
6 to Chris, because I haven't had time to deal with it.
7 It's obvious that we have some issues, so we
8 have to get it solved.
9 Q. Right. What do you think those issues are?
10 A. Oh, everything from me goes back to this man right
11 here, Chris Olson, what he told me.
12 Q. What was, well --
13 A. You want me to tell you what he told me?
14 Q. Well, he probably wouldn't want you to do that.
15 MR. OLSON: It's fine. That's fine.
16 CONTINUED EXAMINATION BY MR. TALLEY:
17 Q. My question was going to be, that I stopped myself
18 on, I'm certainly not trying to breach any privilege
19 you and your attorney have.
20 But we talked a couple times about, when this
21 all went down, and I think we can all agree this was
22 sometime in the fall of 2007.
23 A. Can't remember the exact date.
24 Q. Okay. Well, just take my word for it for purposes of
25 this. All right?

Page 24

1 What did you know at that time and what were you
2 told?
3 A. Well, when Chris, well, first of all, Lamar, and I
4 can't remember the exact date again, I want to say in
5 September, came to me and he gave me a letter
6 releasing me of all my responsibilities to Palmetto
7 State.
8 And then he signed it. And it had a signature
9 for Jeff, and it had a signature for Rich, and a
10 signature for me. And that's why I came to Chris.
11 So I first came to Chris with that letter. And
12 it was releasing me, and it said in the letter that I
13 would receive anything from Tuscaloosa or The Spur,
14 any proceeds, or something like that.
15 He basically told me, in conversation, that my,
16 that my finances weren't in good enough order to be
17 able to do the third project.
18 And that conversation took place, and that's why
19 I really, I brought the letter to Chris. And I
20 wanted to know, would that really release me.
21 Q. Were you ever involved in site selection for these
22 condos?
23 A. We all did that. But, you know, Lamar, he did all
24 the, man, Lamar did all the groundwork, and did a
25 good job with it.

Page 25

1 And it was kind of like he wanted us to step on
2 the property before he finalized. So he would, we
3 flew, well, we actually drove the first time down to
4 Columbia, I think. And we, we walked on it.
5 And Lamar had great vision. He could see it,
6 and it was a restaurant there, I can't remember the
7 name of the restaurant.
8 Q. You're talking about The Spur?
9 A. The Spur.
10 Kind of an old, beat-up restaurant, you know,
11 and he said we could turn this into.
12 And then the Alabama one, these old apartments,
13 just old apartments. And we flew over that and
14 looked at it. We actually flew to other places too.
15 Q. Was the purpose of those trips looking for property?
16 A. Um-hmm.
17 Q. Were you ever involved in designing the buildings?
18 A. No. Lamar did all that.
19 Q. Did you ever deal with the banks on getting loans for
20 the property or the construction?
21 A. Well, the only thing that, you know, I called a
22 banker in Greenville that I knew, and he loaned us
23 some money for the company, to get it started.
24 Q. Who was that?
25 A. Gilmer.

Page 26

1 Q. G-I-L-M-E-R, or something close to that?
2 A. Um-hmm.
3 Q. Which bank would that have been?
4 A. Greenville First.
5 Q. Other than that conversation with that banker, were
6 you involved in any of the financing for the
7 projects?
8 A. Well, I didn't, I didn't finance any of them. You
9 talking about me financing them?
10 Q. You financing them, obtaining financing?
11 A. No, I remember meeting Fred Gibbs, but, who did the,
12 oh, Davis Arnett, I told Lamar, you know, Davis was a
13 guy that, when we first came here, he was at Seneca
14 National Bank.
15 And he basically, we all built our homes, Rich
16 did, I did, all of us, went through Davis on that,
17 for contracts for our homes. And we said we had a
18 good friend at Regions Bank, and that kind of deal.
19 Q. So is that how the --
20 A. I think that's how, because Lamar, you know, he kind
21 of wanted to help us do it, and he felt like it was a
22 good project. And that's kind of how it all started
23 there.
24 Q. Mr. Arnett, did he not do The Spur construction loan
25 as well?

Page 27

1 A. Um-hmm.
2 Q. Did you introduce Lamar to him?
3 A. Yeah, I believe I did. Yes, sir.
4 Q. Were you involved in any of the conversations with
5 Mr. Arnett regarding that construction loan?
6 A. Yeah, I sat in some of the meetings, but not a lot of
7 them.
8 Q. Who --
9 A. Actually me and Rich were kind of involved in that.
10 Q. What was your level of involvement?
11 A. Just, we knew Davis, introduced them. And we had a
12 good product, and it was a good idea, and Davis
13 wanted to do it.
14 Q. Who was the company contact for Mr. Arnett after that
15 started?
16 A. Company contact?
17 Q. I mean did you have any conversations with him
18 throughout The Spur construction?
19 A. Yeah, every now and then he might, he might call us.
20 But it really wasn't, our deal wasn't, really Lamar
21 kind of headed it up, he handled that with Davis.
22 Q. Was that by agreement of the members?
23 A. It's just that none of us had time to do it, and I
24 know that he was kind of running the company, you
25 know, Lamar was running the company.

Page 28

1 Q. Were you okay with that?
2 A. Well, within reason.
3 Q. Tell me what you mean by that?
4 A. It's like, you know, I don't have a problem with him
5 running the company. I mean he had to run the
6 company; but the point is, if it had anything to do
7 with something that I should see and sign, I'd want
8 to sign it, you know. I mean he can't just go put my
9 name on a note or guarantee something without my
10 signature. Because I feel like I, my worth is worth
11 something.
12 Q. What payments have you received from the company?
13 A. The same that I think everybody's received.
14 That right there.
15 MR. TALLEY: We can go off the record just a
16 second.
17 (Discussion off the record.)
18 MR. TALLEY: We'll mark this as Exhibit 2.
19 (Defendants' Exhibit 2 marked for
20 identification, West deposition,
21 11/20/08, RAM.)
22 CONTINUED EXAMINATION BY MR. TALLEY:
23 Q. Does this, what's now been marked as Defendants' 2,
24 does that show you being paid $60,000?
25 A. Yeah, but 10,000 was what you gave in, so really you

Page 29

1 got back 50, I guess. Yeah.
2 But, yes, yes, to answer your question.
3 Q. Have you received any loans from the company?
4 A. Yes, I would say I have. I don't know exactly the
5 amount.
6 I actually gave a document to Mike Brown and had
7 him sign it in September of last year. And I don't
8 know exactly the amount. You would have to tell me
9 or show me the checks.
10 Q. Is it more than one loan you've had from the company?
11 A. I don't know. I can't recall.
12 I actually gave you a document, Mike Brown, and
13 I can go get the document. And then I had questions
14 about something I wanted to make sure of, and I wrote
15 it back in September of last year when all this
16 happened.
17 Q. Whatever the amount is, have you paid any of it back?
18 A. No, sir.
19 Q. Did the company ever have business meetings between
20 the principals, the members?
21 A. Yeah.
22 Q. Tell me about those?
23 A. He would, he sometimes would call Rich, and we'd be
24 on a three-way, or we just, you know, we'd meet.
25 Q. What did y'all discuss?

Page 30

1 A. Projects, and stuff like that.
2 Q. As projects were ongoing, if you had questions, would
3 you call Lamar?
4 A. Yeah, I mean, pretty much he ran it, you know, we
5 didn't, I mean I didn't know, I don't know anything
6 about it.
7 I mean it's obvious he knows what he's doing,
8 you look at the Clemson Towers. So I really didn't
9 know enough to be able to give him advice on it.
10 Q. Do you know a gentleman named Darren Bruce?
11 A. Yes, I do.
12 Q. Who is Darren Bruce?
13 A. Darren was our team chaplain at Tulane and at
14 Clemson.
15 Q. Does he still fill that role here at Clemson?
16 A. No.
17 Q. What does he do now?
18 A. I think Darren's an evangelist and has his own
19 church, or trying to.
20 Q. It looks like, through these documents, he was given
21 certain moneys by the company; are you aware of that?
22 A. Yeah, one time I remember that me and Rich and Lamar
23 wanted to help Darren on a fundraiser for some kids,
24 underprivileged kids. And we all agreed it was a
25 good deal, to help those kids in Anderson.

Page 31

1 Q. Do you remember how much that was for?
2 A. No. Do not remember exactly the figure.
3 Q. Were you parties to a conversation with the Clemson
4 soccer coach about donations to the soccer program?
5 A. Trevor Adair? I'm just saying, who would it be?
6 Give me a name?
7 Q. I don't know. I'm asking you.
8 A. Trevor Adair, he, I know that he solicited something
9 about a game or something for, trying to get, had to
10 come up with some kind of money to do a certain game
11 at Clemson. I don't remember all the details. Or do
12 something at Clemson.
13 And I know that he talked to Lamar about it.
14 And Lamar may have helped him or whatever. I'm not
15 aware of the figure he gave him, whatever, if he did
16 help him, exact.
17 Q. Prior to, prior to being here today, when is the last
18 time you talked to Mr. Greene?
19 A. It's been forever. I don't know exact date. It was
20 actually in Billy D's office, Billy D'Andrea's
21 office.
22 Q. Do you remember what that discussion was about?
23 A. Lamar wanted to save the project, the Blacksburg
24 project, and he wanted some kind of form that I could
25 sign, I don't know what, the form I would say, I

Page 32

1 think would remove Mike as a manager of something. I
2 don't know all details. That he had a way to save
3 the project.
4 And Billy D, you know, I told Billy D I would
5 definitely come over there and help. Listen to
6 Lamar. Billy D kind of set it up, the meeting, Billy
7 D'Andrea.
8 Q. What conversations have you had with Mike Brown about
9 the company in the last year?
10 A. Just how is it going, are we going to be able to get
11 all the investors paid back, we're going to get out
12 of debt, that kind of stuff.
13 Q. What response have you gotten?
14 A. We got a chance.
15 Q. And do you know what gives you that chance or what
16 plans are in place right now, if any?
17 A. Well, there's a guy that wanted to buy the Blacksburg
18 project, that actually Chris and Mike told me. I
19 don't know who it is.
20 And then the other thing was, they've sold some
21 condos at Alabama, which would give us a way to pay
22 some investors back.
23 Q. Have you been any more involved in the last year than
24 you were the three years prior to the company's
25 operations?

Page 33

1 A. Involved this year?
2 Q. Yes, sir.
3 A. Not really, I haven't, I mean basically been sitting
4 back, you know, let them kind of put the fires out
5 and try to get everybody paid back. And move on.
6 Q. Has Mike Brown said anything to you about Mr. Greene?
7 A. Nothing, nothing that would, just basically the same
8 deal that, you know, it wasn't actually Mike that
9 told me; it was Chris Olson that told me.
10 And basically, you know, Chris told me that we
11 had misappropriate funding on some things, missing
12 moneys. And then, then he kind of told me the things
13 that were missing, you know, that he showed me about
14 three things that caught my attention.
15 Q. Did you ever try to call Mr. Greene?
16 A. About what?
17 Q. About moneys missing or things you were hearing or
18 things you were being told?
19 A. Well, I saw evidence.
20 Q. But did you ever try to call him?
21 A. No, I just, I wanted to, I kind of wanted the parties
22 to all sit down. But it never happened like that.
23 Q. Why didn't it?
24 A. I don't know. Never happened like that.
25 Q. You think that would have been a good thing?

Page 34

1 A. Might have been a good thing.
2 Just like right now, I think a good thing would
3 be if, if we would get it all in the open and move
4 on.
5 Q. Were you aware that that offer was extended over a
6 year ago, to everybody sit down in a room, and let's
7 talk through this thing? Were you aware of that?
8 A. No, I don't know particular details, I just don't
9 remember all that. I don't even remember that.
10 Q. Did you ever see any financials on the projects, as
11 construction was ongoing or sales were being made?
12 A. You know, just basically saw what Lamar gave me.
13 Q. Tell me what you know about the land purchase in
14 Columbia?
15 A. The land purchase?
16 Q. Yes, sir. For The Spur.
17 A. I don't know all the details about it.
18 Q. Did you know what it cost?
19 A. I can't remember that. I'm sure you can tell me.
20 Q. Have you been contacted by investors recently?
21 A. Not recently, but in the past I have.
22 Q. Do you know what loans the company has that are still
23 outstanding?
24 A. I would think it would be the Virginia Tech project.
25 And then possibly the Meridian Bank project.

Page 35

1 And then I would consider this a loan, because
2 me and Lamar signed that as a cosigner.
3 Q. And just to be clear, you're talking about the Rumph
4 loan we discussed earlier; is that correct?
5 A. Um-hmm.
6 Q. Is that yes?
7 A. Yes.
8 Q. Are you familiar with a gentleman named Al Bell?
9 A. Met Al Bell I know one time when we went to Athens.
10 Q. When was that, do you recall?
11 A. No, I can't remember.
12 Q. Let me ask it this way, was it before or after The
13 Spur was being built?
14 A. I can't remember.
15 I just remember we all went to Athens, I
16 remember that time I met him. I may have met him
17 earlier at Lamar's many years, but I just don't
18 remember.
19 Q. How did you come to know Mike Brown?
20 A. Mike was actually the trainer at Clemson, one of the
21 trainers at Clemson when I played at Clemson.
22 Q. Did y'all stay in contact between your playing days
23 and this business venture?
24 A. Yeah, on and off, yeah.
25 Q. Had y'all ever done any business together prior to

Page 36

1 this?
2 A. No, sir.
3 MR. TALLEY: Give me one second. I'm sorry.
4 (Brief interruption.)
5 CONTINUED EXAMINATION BY MR. TALLEY:
6 Q. Did Lamar ever help you in recruiting?
7 A. He hired some of our players.
8 Q. Explain that to me?
9 A. Well, you know, when kids come to universities, they
10 can work.
11 Q. But they were already here at that time?
12 A. Yeah.
13 Q. What about prior to them getting here?
14 A. Not that I recall.
15 Q. He didn't go on a recruiting trip with you to Miami?
16 A. Oh. Yeah. But he didn't actually go see players. He
17 actually went down there and he actually stayed with
18 me.
19 Q. Were you down there recruiting?
20 A. Yeah. We're good friends, he actually stayed at the
21 place where I stayed and we stayed in the same room.
22 He didn't actually go see any players or nothing.
23 Q. Were those jobs promised to players before they got
24 here?
25 A. You know, I think this is kind of irrelevant to this

Page 37

1 situation. I mean I don't, be honest with you, I'm
2 not answering any questions on that, those terms.
3 I mean I don't understand where you're going.
4 Q. Well, I'm just trying to establish y'all's
5 relationship.
6 A. Yeah, I think that's pretty clear. I've already
7 established it. I think I said we were good friends.
8 Q. All right. How many times would you go over to
9 Lamar's house?
10 A. I don't know, I didn't keep a head count.
11 Q. Was it pretty regularly?
12 A. Yeah, me and him, we had breakfast probably on
13 average two to three times a week, two times a week
14 probably. We were good friends.
15 Q. Was that....
16 A. We'd talk, and I mean I felt like he was part of my
17 family. He was at my son's wedding.
18 Q. Would y'all still go to breakfast after the company
19 was formed and while these projects were ongoing?
20 A. Oh, yeah.
21 Q. When did that stop, prior to --
22 A. When all this happened. The tornado hit.
23 MR. TALLEY: I don't have any further questions
24 right now. Mr. Hodge may have some, Mr. Owens may
25 have some.

Page 38

1 CROSS EXAMINATION BY MR. HODGE:
2 Q. What do you coach, Coach West?
3 A. Outside linebackers.
4 Q. Are you still working with Clemson?
5 A. Um-hmm.
6 Q. Are you going to be with Clemson after the close of
7 the year, or you just don't know?
8 A. Don't know.
9 Q. You mentioned that you got some loans; what were the
10 amount of these loans?
11 A. I don't know. I mean I'd have to go in the records
12 to look at it.
13 Q. Were they in the tens of thousands of dollars?
14 A. I don't think so. I mean I have to look at it.
15 Would be less, I would think.
16 He's got the check. I mean I brought that
17 letter.
18 Q. What was the decision process in getting paid the
19 50,000 in cash?
20 A. That was, that was Larmar's decision that all of us
21 were going to receive some money.
22 Q. How did it come about at that particular time?
23 A. I can't remember all the details.
24 Q. Give me as many as you can remember?
25 A. I just can't remember.

Page 39

1 Q. Well 50,000 doesn't come along every day. So what
2 was the impetus to all of a sudden get handed 50
3 grand?
4 A. We had been in business for a long time. We'd
5 already been doing things. I don't remember the
6 exact date.
7 I just know that I got some money and Rich
8 Rodriguez got some money and Lamar got some money.
9 That's all I know.
10 Q. Do you know this Gaston Engineering?
11 A. No, sir.
12 Q. Have you ever heard of them before?
13 A. I don't know about them.
14 Q. Do you know that that was the crowd that the check
15 was allegedly written to by Palmetto States?
16 A. No, I didn't know, I don't know about them. I don't
17 know anything about them.
18 Q. Do you know if they even exist?
19 A. I don't know. I don't know anything about them.
20 Q. So you've been doing this project for years and you
21 don't know a thing about Gaston Engineering?
22 A. I don't know about Gaston Engineering.
23 Q. Okay. Never heard that name before?
24 A. Yeah, after these discussions, after these
25 discussions, what you're talking about, after these

Page 40

1 discussions I heard of them.
2 Q. Well, I want to know what you think they are.
3 Because I'm trying to figure it out myself.
4 A. I think it's, I thought it was an engineering
5 company, when I heard the statement of Gaston
6 Engineering. Because the first time I heard about it
7 was when we all came about this thing. Gaston
8 Engineering, I thought it was a company in North
9 Carolina. I didn't know where it was or anything.
10 Q. Did you ever call the phone number?
11 A. No.
12 MR. HODGE: All right. That's all.
13 MR. OLSON: Did you say that's all?
14 MR. HODGE: Um-hmm.
15 MR. OLSON: Kevin, this is Chris. Do you want
16 to ask some questions?
17 MR. OWENS: No, I don't think I have any
18 questions.
19 REDIRECT EXAMINATION BY MR. TALLEY:
20 Q. I have just a few more.
21 Do you still have any contact with Davis Arnett?
22 A. I haven't talked to Davis.
23 Q. Were you aware he was terminated?
24 A. No, I was not.
25 Q. Have you ever heard the name Bill Teagard with --

Page 41

1 A. Yeah, I met Bill through, how did that come about.
2 He took over the project, didn't he, Lamar?
3 Q. Just tell me what you know about him; and if you
4 don't know, that's okay.
5 A. Well, no, I met him. We kind of met him, me and
6 Lamar met him in Columbia one time at The Spur.
7 Then I went and saw him one time, I know at
8 least one time in Atlanta, because I was down there.
9 And got him an autographed, he's a big Danny Ford
10 guy, and I got him an autographed picture of Danny
11 Ford.
12 Q. Do you know a gentleman named Ike Morris?
13 A. Ike Morris. I don't really know that guy, I mean, I
14 know Bill Teagard better than Ike Morris. I had
15 conversations with Bill Teagard.
16 Q. Have you heard the name Ike Morris?
17 A. That name just.
18 Q. Was he involved in the financing of The Spur land in
19 Columbia? Does that help you out at all?
20 A. Doesn't help me out at all.
21 Q. Do you know where the money came from to buy the land
22 in Columbia?
23 A. Was Ike Morris Rich Rodriguez's guy?
24 I don't know. I can't remember. I can't
25 remember that name.

Page 42

1 Q. Did Rich arrange for a loan to purchase the land in
2 Columbia?
3 A. I can't remember if that's the guy.
4 Somebody helped us in West Virginia, that might
5 be Ike. I mean I'm not sure that it's Ike Morris,
6 I'm not sure exact name. But Rich really put it
7 together, helped us get it.
8 Q. Have you signed any resolutions as a member of this
9 company since October of 2007?
10 A. Now what would a resolution be?
11 Q. It would authorize certain things to be done. Have
12 you signed any paperwork to that effect?
13 A. I can't remember.
14 Q. Have you done anything to authorize payments to Mike
15 Brown?
16 A. I can't remember that either. I mean I don't
17 remember it.
18 Q. How would you like to see this resolved?
19 A. John 8:32.
20 Q. I'm going to plead ignorance.
21 A. Go read it.
22 MR. OLSON: Tell him what it says.
23 BY THE WITNESS:
24 A. The truth hurts, but it will set you free.
25 Q. And what do you, how do you think that applies to

Page 43

1 this?
2 A. If whatever is on the books, just let's get it
3 solved.
4 Q. And as part of that, are you willing to pay back your
5 loans to the company?
6 A. Yeah. If that's what I got to do.
7 I want to do what's right, just figure out what
8 it is, let me see it, somebody show me. I want to do
9 what's right.
10 MR. TALLEY: I think that's all I have.
11 RECROSS EXAMINATION BY MR. HODGE:
12 Q. How do we make a determination about the total loans
13 that you have?
14 A. Are we still on the --
15 Q. Yeah.
16 How do we make a determination about the total
17 loans that you have?
18 A. Well, it would have to be a check written to me. And
19 if we don't have a check, I mean that would be the
20 only way I know.
21 MR. OLSON: Let's go off the record a second.
22 (Discussion off the record.)
23 CONTINUED EXAMINATION BY MR. HODGE:
24 A. When we were off the record, we had a round-table
25 discussion. And my curiosity was, when the word loan

Page 44

1 was mentioned, I was trying to find out an
2 approximate amount.
3 And if I understand it, Coach West, you're
4 telling me that you probably think it was an eight
5 thousand dollar loan?
6 A. Or less.
7 Q. Or less.
8 A. I mean but I'm not, I think that's close.
9 MR. HODGE: That's good enough. Thank you.
10 FURTHER REDIRECT EXAMINATION BY MR. TALLEY:
11 Q. Can I ask you other question.
12 Were any things ever paid with company funds on
13 your behalf?
14 A. No.
15 Q. No homeowner's dues or anything like that?
16 A. Well, see, that's, you know, I don't, that's the
17 thing that I wrote in the letter to Mike. And I had
18 some questions in that letter. I wish I had that
19 letter.
20 I don't know. And that's what I put in that
21 letter is, I don't know exactly, not a homeowner's
22 dues at my house; but I said something about in that
23 letter, maybe that Clemson Towers, when I owned that
24 property there, I wasn't sure.
25 And that's what I wanted to make sure I got

Page 45

1 everything dotted. I mean I didn't own that property
2 very long anyway.
3 MR. TALLEY: Okay, thank you.
4 (The deposition of Ronald E. West ceased
5 at 10:25 a.m. this date.)
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

1 STATE OF SOUTH CAROLINA IN THE COURT OF COMMON PLEAS
2 COUNTY OF PICKENS C.A. NO.: 2008-CP-39-56
3
4 Palmetto State Enterprises, LLC,
5 Plaintiff,
6 vs
7 Lamar Greene, J & P Enterprises of the Carolinas, Inc., Gaston Engineering, Inc.
8 and Morgan and Bartos Builders, LLC,
9 Defendants.
10 And Lamar Greene,
11 Third Party Plaintiff,
12 vs
13 Mike Brown and Ron West,
14 Third Party Defendants.
15
16 This is to certify that the foregoing deposition of
17 Ronald E. West was taken by the within court reporter, a
18 Notary Public for the State of South Carolina, duly
19 commissioned and qualified as such, on the 20th day of
20 Noveber 2008, at 600 College Avenue, Clemson, South
21 Carolina.
22 That said court reporter is not a relative or
23 employee of any of the parties or the attorneys, and
24 further, is not of counsel or attorney for any of the
25 parties to said action, and is not in any manner interested

1 in the cause, financial or otherwise.
2 That the deponent was duly placed under oath and
3 admonished to speak the whole truth. That the oral
4 deposition was duly taken and transcribed as to the
5 questions propounded and the answers given, that the
6 foregoing 45 pages are a true, accurate, and correct record
7 of the testimony given by the deponent; together with such
8 changes as said deponent may have made, if any, during the
9 reading over and signing procedure.
10 That all offered exhibits, stipulations and
11 objections, if any, involved in this cause are duly attached
12 or included herein or retained by the parties.
13 In witness whereof, I have set my hand and official
14 seal. Date: 12/10/08.
15
16 Ruth Anne Maciag, RPR
17 Notary Public for South Carolina
My commission expires 6/30/2018
18
19
20
21
22
23
24
25

SOUTHERN FIRST BANK - VERDAE
DBA GREENVILLE FIRST BANK
100 VERDAE BLVD., STE. 100
GREENVILLE, SC 29607

06/25/08 Loan Payment Due Notice
Officer: Reeves/Gilmer/Gambrell
Telephone: (877)679-9646
Consumer - Other

Your next loan payment is due on 7/07/08. The amount due at that time is $261.06 . If you have already made this payment, you may disregard this notice.

Principal Balance as of this Notice Date: $36,300.00

12 mth
3132.72

Thank you for letting us be your hometown bank!

CHRISTOPHER RUMPH
C/O RON WEST
P O BOX 31
CLEMSON, SC 29633

ACCOUNT NUMBER	40092-70-00
DUE DATE	7/07/08
PRINCIPAL DUE	.00
INTEREST DUE	261.06
TOTAL DUE	261.06

COLLATERAL: Unsecured
The daily interest accrual is $8.70

DEFENDANT'S EXHIBIT
1 R. West
11/20/08

000414

Palmetto States Salary and Distribution History

2005				2006
Lamar Greene				**Lamar Greene**
Salary	$	60,000		Salary
Bonus	$	10,000		Cash
Total	$	70,000		Total
Ron West				**Ron West**
Bonus	$	10,000	**Claimed on 2005 Taxes**	Cash
Rich Rodriguez				**Rich Rodriguez**
Bonus	$	10,000		Cash
				Jeff Greene
				Salary
Total	$	160,000		Deposit on Behalf
				Total
				Mike Brown
				Salary
				Total

Note: In 2004 Greene, West, and Rodriguez each put in $10,000 as cash equity. The $10,000 draws in 2005 could be considered draws against their equity thus a net of zero.

DEFENDANT'S EXHIBIT
2 R. West
11/20/08

$ 120,000	
$ 50,000	
$ 170,000	
$ 50,000	
$ 50,000	
$ 15,250	
$ 42,432	
$ 57,682	
$ 18,250	
$ 345,932	

2007

Lamar Greene

Salary	$ 70,000

Mike Brown

Salary	$ 61,000

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF PICKENS) Case No. 2008-CP-39-56

PALMETTO STATE ENTERPRISES, LLC.)
)
Plaintiff,)
)
vs.)
)
LAMAR GREENE, J & P ENTERPRISES)
OF THE CAROLINAS, INC., GASTON)
ENGINEERING, INC., and MORGAN)
AND BARTOS BUILDERS, LLC,)
)
Defendants)
And)
)
LAMAR GREENE,)
Third-Party)
Plaintiff,)
)
vs.)
)
MIKE BROWN and RON WEST,)
Third-Party)
Defendants.)
)

11:56 a.m.
June 29, 2010
Davidson, North Carolina

DEPOSITION
OF
BRENDA HANCE PRESSLEY

COPY

APPEARANCES:
For the Plaintiff:
Mr. David Price, Jr.
Olson, Smith, Jordan & Cox, P.A.
600 College Avenue
Clemson, South Carolina 29633
Telephone: 864-654-3680
Sloan@osjc.com

For the Defendants (by phone):
Mr. Scott F. Talley
959 John B. White Sr. Blvd.
Spartanburg, South Carolina 29306
Telephone: 864-595-2966
Facsimile: 865-595-2969

* * * * * * * *

INDEX

	By	Page
EXAMINATION	Mr. Price	5-58

EXHIBITS

Plaintiff's Deposition Number	Description	Page Marked
1	2004 Income tax returns for Lamar and Juleene Greene, 38 pages	12
2	2005 Income tax returns for Lamar and Juleene Greene, 41 pages	12
3	2006 Income tax returns for Lamar and Juleene Greene, 27 pages	14
4	2007 Income tax returns for Lamar and Juleene Greene, 32 pages	17
5	Lamar Greene Salary History, 10/15/07, 1 pg.	19
6	Palmetto States First Citizens records, 110 pgs.	21
7	Regions Bank records, 46 pages	29
8	Cancelled check photocopies, five pages	31
9	2004 Corporate tax return for J & P Enterprises, 31 pgs.	32
10	2005 Corporate tax return for J & P Enterprises, 28 pages	37
11	2006 Corporate tax return for J & P Enterprises, 33 pages	50
12	2007 Corporate tax return for J & P Enterprises, 29 pages	52
13	Gaston Engineering documents, four pages	57

1 This is the deposition of BRENDA
2 HANCE PRESSLEY, taken pursuant to Notice of the parties
3 and in accordance with the North Carolina Rules of
4 Civil Procedure before Renee M. Habrack, Notary Public,
5 in the offices of Brenda H. Pressley, 116 South Main
6 Street, Davidson, North Carolina, on the 29th of June,
7 2010, beginning at 11:56 a.m.
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

Page 5

1 The witness, BRENDA HANCE PRESSLEY,
2 being first duly sworn, was examined and testified as
3 follows:
4 EXAMINATION (Mr. Price):
5 Q. Mrs. Pressley, could you state your full name for
6 the record please?
7 A. Brenda Hance Pressley.
8 Q. Okay. Before we get started, I want to just
9 explain a couple things. My name is David Price.
10 I am with the law firm Olson, Smith, Jordan & Cox
11 in South Carolina. We have an office in Easley
12 and office in Clemson. I am here on behalf of
13 Chris Olson who represents an LLC called Palmetto
14 State Enterprises, LLC. It's an LLC that Lamar
15 was a member of and the LLC has sued Lamar Greene
16 and a few other entities under the allegation that
17 certain assets of the LLC were misappropriated.
18 The sole reason we are deposing you today is to
19 figure out what Lamar may have reported on his own
20 personal tax returns and then for J & P
21 Enterprises for their tax returns. And
22 professional to professional, I know that all you
23 did was work with the information that you were
24 given, and all we are concerned about is what
25 information were you given. So that being said,

Page 6

1 the rules in South Carolina require me to just
2 tell you a few things. You're under oath, and so
3 remember that as you give your answers. We are
4 not trying to hold you hostage. I don't think
5 this is going to take very long. So if you ever
6 need a break, let me know. Okay?
7 A. Okay.
8 Q. If you don't understand a question that I ask,
9 which is entirely possible, ask me to restate my
10 question until you understand. If you answer, we
11 will assume that you understood. The other thing
12 is that she is creating a written transcript of
13 everything that's said in this deposition. So
14 when you answer, human nature is to nod your head
15 or shake your head or say uh-uh or uh-huh, okay,
16 but that's hard for her to put it in writing. So
17 I would ask you to verbalize your yes or no
18 answers by saying yes or no or something along
19 those lines.
20 A. Okay.
21 Q. Okay. First question, Ms. Pressley, is what do
22 you do for a living?
23 A. I am a CPA.
24 Q. A certified public accountant?
25 A. That's correct.

Page 7

1 Q. And you're licensed?
2 A. Yes, in the state of North Carolina.
3 Q. And how long have you been a licensed CPA in North
4 Carolina?
5 A. About 12 years.
6 Q. Okay.
7 A. I guess.
8 Q. And as part of being a licensed CPA –
9 A. Actually, actually, I am sorry, 18 years. Sorry.
10 Q. As part of your business, do you prepare tax
11 returns?
12 A. I do.
13 Q. Have you prepared tax returns for Lamar Clegg
14 Greene?
15 A. I have.
16 Q. From when to when?
17 A. As far back as my records indicate it was 2004.
18 Q. Okay.
19 A. Up through 2008.
20 Q. All right. And have you prepared tax returns for
21 J & P Enterprises of the Carolinas, Incorporated?
22 A. That's correct, yes.
23 Q. And from when to when?
24 A. From 2004 to 2008.
25 Q. Have you ever prepared tax returns for an entity

Page 8

1 called Gaston Engineering?
2 A. No.
3 Q. Okay. Have you ever heard of Gaston Engineering,
4 Incorporated?
5 A. No.
6 Q. All right. So, and we will look in a little bit
7 more detail, but to your knowledge neither Lamar
8 nor J & P ever disclosed any existence of Gaston
9 Engineering to you?
10 A. No.
11 Q. Okay. Now just for some background, okay, because
12 I am not an accountant and I don't know anything
13 about preparing tax returns for a corporation,
14 things like that, I would like some background on
15 how you prepare tax return, what information you
16 gather. Specifically how did you prepare Lamar's
17 tax returns and J & P Enterprises' tax return?
18 A. Okay. I will begin with J & P Enterprises.
19 Q. All right.
20 A. It's a C corporation, which means it stands alone.
21 It's not something that passes through to the
22 owners.
23 Q. Uh-huh.
24 A. We prepare that based upon their accounting
25 records. I think that their 2004 tax year was on

Page 9

1 a software called Real World, and then they
2 switched to QuickBooks I think in 2005. We go in
3 and print out the reports that are necessary to
4 prepare the returns and bring them back to our
5 office and do that.
6 Q. Okay. And by what kind of reports?
7 A. We do a balance sheet, income statement, and trial
8 balance.
9 Q. All right. And have you produced those records
10 today?
11 A. I have.
12 Q. Okay. Who prepares the reports?
13 A. The returns?
14 Q. No, ma'am. The reports that you base your returns
15 on, the accounting records?
16 A. We would just go in and print out of their system.
17 They would keep track of their daily accounting
18 activity, all of their business activity in their
19 system. We don't do audits or reviews, we simply
20 go in and take a quick overview to make sure
21 nothing looks out of whack, and then we just print
22 the reports that I mentioned and come back and
23 prepare the returns based on those figures.
24 Q. So you would have never -- you would have never
25 matched the reports with like cancelled checks and

Page 10

1 tax statements and things like that?
2 A. No, no.
3 Q. That's something that would be done in an audit?
4 A. Correct.
5 Q. And to your knowledge was J & P Enterprises ever
6 audited after 2004?
7 A. No.
8 Q. Okay. Tell me about Lamar, how did you prepare
9 Lamar's tax returns?
10 A. We would take any documents that they provided to
11 us like mortgage interest statements, interest
12 income, 1099R, Social Security statements for
13 benefits, unemployment, any income that they
14 received they would have given me a document for,
15 and any expenses for itemized deductions they
16 should provide documents for.
17 Q. Okay.
18 A. We use those documents, our source documents is
19 what we refer to that as.
20 Q. And your source documents, have you provided those
21 today in connection with the tax returns you
22 produced?
23 A. I have except for one year which was not in my
24 system.
25 Q. That was 2006, correct?

Page 11

1 A. I believe that's correct, yeah.
2 Q. And we will talk a little bit more in detail about
3 it when we look at these documents.
4 A. Okay.
5 Q. But you never personally matched whatever
6 documents were produced to you by Lamar with bank
7 records, accounting statements, things like that?
8 A. No. The official documents like a mortgage
9 interest statement Form 1098 provided by the bank
10 or mortgage lender was sufficient evidence for me.
11 Q. Now let me ask you if Lamar received an income
12 from an LLC such as Palmetto State Enterprises,
13 what tax, what document should he have provided to
14 you to evidence that income?
15 A. A form K-1.
16 Q. A form K-1?
17 A. Yes, that was a partnership as I recall.
18 Q. Okay.
19 A. And whoever prepared that return should provide a
20 K-1 to each of the partners.
21 Q. All right. And you never prepared any returns for
22 Gaston Engineering, correct?
23 A. That is correct.
24 (WHEREUPON, Mr. Price handed the
25 witness a document marked as

Page 12

1 Plaintiff's Exhibit 1 for
2 identification.)
3 Q. Okay. I am going to hand you a document that is
4 marked Plaintiff's Exhibit 1. I will just ask you
5 to identify these documents. It's several
6 documents marked collectively as Plaintiff's
7 Exhibit 1.
8 A. Okay. This is the tax return for 2004 for the
9 Greenes and it was prepared by my firm. The date
10 that it was printed was October 13, 2006.
11 Q. Okay. So that was the 2004 tax return for Lamar
12 and Juleene Greene?
13 A. Correct.
14 Q. That was their individual tax returns. Did Lamar
15 Greene or Juleene Greene report any salary or
16 income from Palmetto State Enterprises for the
17 year 2004?
18 A. No. Records indicate that Palmetto State
19 Enterprises was not in existence until 2005.
20 Q. Okay. Well in that case so set that one aside, I
21 am going to hand you another stack of documents.
22 A. Okay.
23 (WHEREUPON, Mr. Price handed the
24 witness a document marked as
25 Plaintiff's Exhibit 2 for

Page 13

1 identification.)
2 Q. Collectively marked Plaintiff's Exhibit 2, and I
3 will ask you to identify these documents.
4 A. This is the 2005 income tax returns for Lamar and
5 Juleene Greene prepared by my firm October 13, '06
6 was the print date.
7 Q. And those are the federal and state returns for
8 2005?
9 A. Correct.
10 Q. Does it include any source documents that you
11 provided to prepare those returns?
12 A. Let's see. Yes, there are some source documents
13 included with this package.
14 Q. Do you believe that all source documents that you
15 were provided to prepare that return are included?
16 A. I do believe so, yes.
17 Q. Do you believe that that is a true and accurate
18 copy of the returns you prepared and the source
19 documents you were provided?
20 A. I do.
21 Q. Okay. Did Lamar Greene or Juleene Greene report
22 any income or salary from Palmetto State
23 Enterprises for the year 2005?
24 A. No.
25 Q. Okay. In the event that Lamar received either

Page 14

1 salary or other forms of income from Palmetto
2 State, should it have been reported on his tax
3 return?
4 A. It should have.
5 Q. And what sort of documents should you have been
6 provided that would have indicated that income?
7 A. A schedule K-1.
8 Q. Okay. I am going to hand you another stack of
9 documents collectively marked Plaintiff's
10 Exhibit 3 and I will ask you to identify those.
11 (WHEREUPON, Mr. Price handed the
12 witness a document marked as
13 Plaintiff's Exhibit 3 for
14 identification.)
15 A. This is the individual income tax returns for tax
16 year 2006 for Lamar and Juleene Greene prepared by
17 my firm. November 8, '07 was the print date.
18 Q. Okay. And that's state and federal tax returns,
19 correct?
20 A. Correct.
21 Q. Does it include the source documents that you
22 prepared, you based your returns on?
23 A. This is the year that we are missing the source
24 documents.
25 Q. Are you missing all of them or just some of them?

Page 15

1 A. I am missing everything that was provided by the
2 client for that year. That evidently is the year
3 that we had some poor administrative assistants
4 and those items did not get scanned into our
5 system. The only thing I have attached is a
6 record of the account with the IRS.
7 Q. Do you believe if pressed or asked to that you
8 could locate the original hard copies of those
9 source documents?
10 A. I believe that I can make that request of Juleene
11 Greene because we return all source documents.
12 Whether or not she can find them, that you'd have
13 to ask her.
14 Q. Is that a true and accurate copy of the state and
15 federal tax returns that you prepared for Lamar
16 Greene for the year 2006?
17 A. It is.
18 Q. Okay. Did Lamar Greene report any income or
19 salary from Palmetto State Enterprises, LLC for
20 the year 2006?
21 A. The name is reflected on Schedule E but there is
22 no income or loss reflected. If memory serves,
23 this was to be provided by Mike Brown and the
24 Palmetto State Enterprises group and they never
25 provided it as far as I know any documents for

Page 16

1 that year.
2 Q. Okay. In why do you say that Mike Brown should
3 have provided you? First of all, what should he
4 have provided?
5 A. A K-1. He or whoever he had prepare the returns,
6 I have no knowledge of who that was.
7 Q. So whoever was managing the LLC at the time should
8 have provided a Schedule K-1?
9 A. That's correct.
10 Q. Okay. Were you provided a Schedule K-1 –
11 A. I was not.
12 Q. – by Palmetto Estate?
13 A. Uh-uh.
14 Q. So based on the lack of a K-1 you did not report
15 any salary or any other income to Lamar Greene
16 from Palmetto State for the year 2006?
17 A. That's correct.
18 Q. Okay.
19 A. Now I'd like to mention something here that you
20 were saying you were not an accountant, so let me
21 just kind of mention this. Palmetto State
22 Enterprises is a partnership.
23 Q. Okay.
24 A. As a partner in that partnership, he would have
25 gotten money either through draws as an owner draw

Page 17

1 or distribution, however you want to refer to it
2 same thing. He would not have received a W-2.
3 The other method would be called guaranteed
4 payments which would be reported on the K-1.
5 Q. All right. If I were to tell you that Lamar has
6 already testified that his agreement with his
7 partners was that he would receive a $10,000 a
8 month salary before draws and things like that --
9 A. That would be considered a guaranteed payment and
10 it should be reflected on the K-1 which we never
11 received.
12 Q. And we are going to get into some of that in a
13 little bit more detail. All right?
14 A. All right.
15 Q. I am going to hand you another stack of documents.
16 A. Okay.
17 (WHEREUPON, Mr. Price handed the
18 witness a document marked as
19 Plaintiff's Exhibit 4 for
20 identification.)
21 Q. Collectively marked Plaintiff's Exhibit 4, I will
22 ask you to identify those documents.
23 A. This is the individual income tax returns for
24 Lamar and Juleene Greene for 2007 tax year printed
25 on October 14, 2008.

Page 18

1 Q. Okay. Does it include the source documents that
2 you base those returns on?
3 A. Yes, it does.
4 Q. Do you believe it includes all of those source
5 documents?
6 MR. TALLEY: I am sorry to interrupt, I
7 am going to drop off, but you all
8 carry on.
9 THE WITNESS: Thank you.
10 MR. PRICE: Let the record reflect that
11 Scott had to drop off. He may be
12 checking back in.
13 (WHEREUPON, Mr. Scott Talley has
14 disconnected from the deposition at
15 this time.)
16 A. Once again on Schedule E it reflects the name
17 Palmetto State Enterprises, LLC. But once again
18 there was no K-1 provided for that entity, so
19 there is no information on the return other than
20 the name is reflected.
21 Q. Okay. And do you believe that's a true and
22 accurate copy of the state and federal tax returns
23 that you prepared for the year 2007 --
24 A. I do.
25 Q. -- with all supporting documents that you were

Page 19

1 provided?
2 A. I do.
3 (WHEREUPON, Mr. Price handed the
4 witness a document marked as
5 Plaintiff's Exhibit 5 for
6 identification.)
7 Q. Okay. I am going to hand you a list marked
8 Plaintiff's Exhibit 5 and I am just going to
9 submit to you that that is a list of payments that
10 were made by Palmetto State to Lamar purportedly
11 as salary. And my question to you is that
12 assuming that Lamar was entitled to each of those
13 payments as salary, should that have been reported
14 on his tax returns for 2005, 2006, and 2007?
15 A. Well if they referred to it as salary, I would
16 have to surmise that it was guaranteed payments
17 which is the form that it takes in a partnership
18 and it would have been reported on his different
19 year tax returns as a guaranteed payment.
20 Q. Okay.
21 A. And would have been subject to income taxes.
22 Q. Okay.
23 A. Correct.
24 Q. Let me just look briefly, see if I have -- so if
25 Lamar Greene received $56,000 of income that was

Page 20

1 purported to be salary for 2005 that would have
2 been subject to income tax and should have been
3 reported on his 2005 income tax return?
4 A. Correct.
5 Q. And you previously testified that it was not?
6 A. That is correct.
7 Q. Okay.
8 A. It would have been reported on the K-1 along with
9 any of his share of the business activities
10 results of operations.
11 Q. If Lamar Greene received $186,500 in payments from
12 Palmetto State that would have been purportedly
13 salary and/or bonus salary for 2006, should that
14 have been reported on his 2006 tax returns?
15 A. Yes.
16 Q. That would have been taxable income?
17 A. Correct.
18 Q. Okay. If Lamar Greene received a $104,381 of
19 salary and/or bonus for 2007 from Palmetto State,
20 should that have been reported on his 2007 tax
21 returns?
22 A. Yes.
23 Q. Okay. Set these aside. I am going to hand you
24 another document. Actually let's keep these
25 separate because some of these we're going to look

Page 21

1 back again for J & P. All right?
2 A. All right.
3 (WHEREUPON, Mr. Price handed the
4 witness a document marked as
5 Plaintiff's Exhibit 6 for
6 identification.)
7 Q. I am going to hand you a stack of documents that
8 is collectively marked Plaintiff's Exhibit 6. I
9 am going to submit to you that the ones that are
10 highlighted in yellow on this, it's a spreadsheet.
11 A. Uh-huh.
12 Q. It's really two spreadsheets, one of the
13 spreadsheets had checks that were written out of a
14 Palmetto State account, all right. And then, and
15 that is pages, they are marked pages one through
16 eight, then another document that I am going to
17 write page nine on right now is a spreadsheet
18 showing cash withdrawals out of the same Palmetto
19 State account with First Citizens, and then behind
20 that is several pages of bank statements and
21 checks that show almost all of these payments.
22 A. Okay.
23 Q. Okay?
24 A. Uh-huh.
25 Q. I am going to submit to you when you look at this

Page 22

1 Plaintiff's Exhibit 6 each of these, each charge
2 is numbered. Okay?
3 A. Uh-huh.
4 Q. And the payee on some of them is highlighted in
5 either yellow or green. Green is a payment that
6 was made to J & P Enterprises. Yellow I believe
7 is a payment that Lamar admitted in his deposition
8 was for personal reasons.
9 A. Okay.
10 Q. Okay. To back up, if Lamar Greene made personal
11 payments from a Palmetto State account for
12 non-business related expenses, should that have
13 been, is that taxable as income?
14 A. Yes.
15 Q. Okay. So those payments should have been
16 reflected on his tax returns?
17 A. Yes and no. I mean it could have theoretically
18 been a distribution, but if there were any profits
19 that he earned it would have been reflected on the
20 K-1 he would have been taxed on those profits. If
21 these -- these could have been classified as
22 distributions of profits to him which would not be
23 a taxable event.
24 Q. Okay. Why would a distribution of profit not be a
25 taxable event?

Page 23

1 A. Because the profits are actually taxed from the
2 K-1.
3 Q. Uh-huh.
4 A. Distributions of those profits later on are not a
5 taxable event because they have already been
6 taxed.
7 Q. Okay. And I notice that you have a business
8 partner out there.
9 A. Uh-huh.
10 Q. And are y'all, are y'all formed as one entity?
11 A. Yes.
12 Q. Okay. If your partner makes payments from your
13 company account --
14 A. Uh-huh.
15 Q. -- just for personal items not related to your
16 accounting practice, are you telling me that those
17 payments would not have to be reflected on her tax
18 return anywhere?
19 A. It depends, again, on how it's reflected on the
20 corporate return. If it were reported on the
21 corporate return as a distribution, the
22 distribution is not taxable because the profits
23 she would be taxed on her share of the profits of
24 the business.
25 Q. Okay.

Page 24

1 A. The distribution itself is not a taxable event.
2 Q. Okay. Well let me ask you then, without seeing
3 Palmetto State's return maybe we can't get to the
4 bottom of that, but let me ask you, were any of
5 these payments that are highlighted in yellow, and
6 you can just thumb through, I think we already
7 know the answer, were any of these payments
8 reflected on Lamar Greene's tax returns for '05,
9 '06 or '07?
10 A. Let me take a look. Okay, as nothing was reported
11 in terms of Palmetto State Enterprises, no K-1 was
12 received, then none of these payments for his
13 personal whatever expenses would have been
14 reflected on his tax return. Whether they should
15 have or not really depends again on how it was
16 reported on the entity's return. J & P
17 Enterprises, that is a C corporation and stands
18 alone for income tax purposes, so that's
19 different.
20 Q. Let's slow down because I am going to address them
21 individually.
22 A. Okay.
23 Q. Speaking about Lamar Greene individually, and I
24 just want to be sure that I have got my brain
25 around it.

Page 25

1 A. Okay.
2 Q. I think what you said if those payments could be
3 classified as distribution of profits then they
4 don't have to be reported on his individual tax
5 returns?
6 A. That's right.
7 Q. But it would have been reported as a distribution
8 of profit to Lamar on the Palmetto State's tax
9 returns?
10 A. Correct.
11 Q. If Palmetto State reported no profit or no
12 distribution, in that event should Lamar have
13 reported those payments?
14 A. That is correct, yes.
15 Q. And how should they have been reported on his tax
16 return?
17 A. As taxable income.
18 Q. As taxable income?
19 A. Uh-huh.
20 Q. And that should have been reflected on his K-1 and
21 shown as income from Palmetto State?
22 A. Yes.
23 Q. Now backing up, he reported no income for Palmetto
24 State?
25 A. Correct.

Page 26

1 Q. '05, '06, '07?
2 A. Correct. There was no K-1 to my knowledge. I
3 have never seen one.
4 Q. Meaning he didn't give you one?
5 A. Meaning he didn't get one from what I understood.
6 I checked back with him several times and he said
7 they are not giving him any information.
8 Q. If I were to tell you until 2008 Lamar was the
9 managing partner of the LLC and taking care of all
10 the day-to-day business, would you still, would
11 you still state that he didn't provide you a K-1
12 or he just didn't get a K-1?
13 A. I would say that he just didn't get one because
14 the story that I got from him was that the
15 partners in West Virginia took over everything and
16 cut him out.
17 Q. Did he tell you when that happened?
18 A. Sometime during 2006.
19 Q. 2006 is what he told you?
20 A. Uh-huh.
21 Q. Okay. Okay. I am going to hand you another
22 document marked Plaintiff's Exhibit 7. And I want
23 to back up and just readdress that. How did that
24 come up in conversation with Lamar that he was cut
25 out of the business in 2006?

Page 27

1 A. I had asked him for a K-1 because Mike Brown
2 contacted me and said I was no longer going to be
3 involved in Palmetto State Enterprises.
4 Q. Okay.
5 A. Which was fine. That the majority owners partners
6 were taking that all over, Mike Brown told me
7 this. So when I asked Lamar for a K-1 for 2006,
8 he said that they had not provided one for him and
9 that they had cut him out of the business.
10 Q. Okay. How had you been involved with Palmetto
11 State prior to that?
12 A. Very limited. My records indicate that it was
13 started in 2005 and Mike Brown was my contact. He
14 was their record keeper. And in the interest of
15 saving money he said that he was entering all of
16 their information into spreadsheets from their
17 bank statements and so forth and he provided me
18 with spreadsheets, and I did the 2005 initial
19 return for Palmetto State. Lamar had confirmed
20 that Mike Brown was handling all of the activity,
21 putting everything into their computer from their
22 bank statements and I was not going to have to be
23 involved in that because that was their way of
24 saving money.
25 Q. Okay. Well let me ask you then, so you prepared

Page 28

1 the '05 return for Palmetto State?
2 A. I did. I did.
3 Q. Did Palmetto State give Lamar a K-1 for '05?
4 A. Yes, but there was nothing on it because
5 everything was capitalized. There was no finished
6 project, no income.
7 Q. Okay. So there was no income, so Palmetto State
8 reported no income for '05?
9 A. Correct.
10 Q. And the K-1 reflected no payments?
11 A. Correct.
12 Q. No payments to Lamar?
13 A. Correct.
14 Q. No salary?
15 A. No nothing.
16 Q. Or anything paid out of a Palmetto State account
17 for his personal expenses?
18 A. That's correct.
19 Q. All right. Who prepared the K-1?
20 A. I did as part of the return.
21 Q. Based on the information that who provided to you?
22 A. Mike Brown.
23 Q. Okay.
24 A. In spreadsheets.
25 Q. Okay. And Lamar told you in '06 when you asked

Page 29

1 for a K-1 in '06 that he had been cut out of the
2 business at that point?
3 A. Yes.
4 Q. Okay. And so he didn't provide you, he did not
5 provide you a K-1 in '06 purportedly because he
6 wasn't provided one, correct?
7 A. That's correct. And that was basically told to me
8 initially by Mike Brown.
9 Q. Okay.
10 A. That he, that they were not, they were taking it
11 over in Virginia or West Virginia or wherever.
12 Q. And you're sure that that happened in '06?
13 A. Yeah. As I said, I had no information for 2006
14 whatsoever.
15 Q. Okay.
16 A. Was never provided anything.
17 Q. All right. And so you weren't provided a K-1 for
18 '07 either?
19 A. Correct.
20 Q. Okay. I am going to hand you another stack of
21 documents collectively marked Plaintiff's
22 Exhibit 7.
23 A. Okay.
24 (WHEREUPON, Mr. Price handed the
25 witness a document marked as

Page 30

1 Plaintiff's Exhibit 7 for
2 identification.)
3 Q. There are some documents in here that are
4 highlighted in green, some charges, it's actually
5 very few. I think it's only three of them that
6 are payments made to J & P Enterprises.
7 A. Okay.
8 Q. The rest of these were debits that were made out
9 of a Palmetto State's account with Region's Bank
10 we believe by Lamar. In the event that these --
11 and then behind that is the supporting bank
12 statements --
13 A. Okay.
14 Q. -- and checks. In the event that Lamar made those
15 payments out of a Palmetto State account for
16 personal expenses, how should that have been
17 reported on his tax return?
18 A. It should be taxable income. If there was no
19 distribution of profits to him, it would be tax
20 able income.
21 Q. So it's the same deal as with the First Citizens
22 account that we just went over Plaintiff's
23 Exhibit 6, and I don't need to ask you all those
24 questions again?
25 A. Correct.

Page 31

1 Q. But I do want to ask you, were any of those
2 payments reflected on Lamar's tax runs for 2005,
3 2006 or 2007?
4 A. No income was reported from Palmetto State
5 Enterprises in any of those years for him.
6 Q. Okay. I will hand you another list and then with
7 checks behind it. Okay?
8 A. Uh-huh.
9 (WHEREUPON, Mr. Price handed the
10 witness a document marked as
11 Plaintiff's Exhibit 8 for
12 identification.)
13 Q. Marked collectively marked Plaintiff's Exhibit 8.
14 A. Okay.
15 Q. My question would be, first of all, two of these
16 payments are highlighted in green, these were
17 payments made to J & P Enterprises, so I am going
18 to ask you about that again, but I would submit
19 that these were checks that were written out of a
20 Palmetto State account with MBSC that we believe
21 were made by Lamar for personal expenses. Okay?
22 A. Okay.
23 Q. I am just asking you to look over these, all of
24 these are in '05, just look over that and tell me
25 whether or not any of those payments were

Page 32

1 reflected on Lamar's income tax returns for 2005?
2 A. No income was reported from Palmetto State
3 Enterprises for 2005 on his personal return.
4 Q. Okay. And in the event that those were made out
5 of a Palmetto State account for personal reasons,
6 should they have been reported on his tax return?
7 A. Again, yes, probably so.
8 Q. Okay. Unless they were distributions of profits?
9 A. Correct.
10 Q. Same deal as with the other two exhibits before?
11 A. Right.
12 Q. Okay. All right. Give me just a minute. I don't
13 want to get my papers all mixed up. Now we are
14 going to talk about J & P Enterprises.
15 A. Okay.
16 Q. I don't need this one or these anymore and you
17 don't either, so I am going to set them aside.
18 A. Okay.
19 (WHEREUPON, Mr. Price handed the
20 witness a document marked as
21 Plaintiff's Exhibit 9 for
22 identification.)
23 Q. All right. I am going to hand you a stack of
24 documents collectively marked Plaintiff's
25 Exhibit 9 and I will ask you to identify those

Page 33

1 documents.
2 A. This is the C corporation return for J & P
3 Enterprises for tax year 2004 printed on
4 September 9, '05.
5 Q. Okay. And did you prepare those tax returns?
6 A. Yes.
7 Q. Is the supporting documents on which those tax
8 returns are based included with those?
9 A. It is, yes.
10 Q. So that's 2004 tax return and all accounting
11 records for J & P Enterprises?
12 A. Correct.
13 Q. Do you believe those are true and accurate copies
14 of the 2004 tax returns and accounting records for
15 J & P Enterprises?
16 A. I do, yes.
17 Q. All right. On that tax return does it list who
18 the beneficial owner of J & P Enterprises is?
19 A. It shows Lamar Greene owns 52 percent and Jeff
20 Greene owned 24 percent.
21 Q. Okay. There seems to be a missing 24 percent?
22 A. His daughter.
23 Q. His daughter?
24 A. Uh-huh.
25 Q. Should she have been on that tax return too?

Page 34

1 A. She should have been listed for the other
2 24 percent but she didn't receive any income, so
3 it didn't really, it was sort of a moot point I
4 guess.
5 Q. Okay. Did Lamar receive income?
6 A. He did not.
7 Q. Okay. Did Jeff receive income?
8 A. He did.
9 Q. Okay. But according to that tax return Lamar
10 owned 52 percent of the stock for J & P
11 Enterprises?
12 A. This sort of goes to a legal thing.
13 Q. Uh-huh.
14 A. I was told, and I don't know when it occurred so I
15 don't have those records, but I was told that
16 Lamar didn't really actually own it, that it was
17 Jeff and Paula.
18 Q. Who told you that?
19 A. Lamar did.
20 Q. Lamar? When did Lamar tell you that?
21 A. I don't recall. It's been several years ago.
22 Q. Okay. But when I look at the front of that, does
23 it not have to be signed by an officer?
24 A. It does.
25 Q. Okay. And what was that one signed by an officer?

Page 35

1 A. I am sure it was, but I don't know who signed it.
2 Q. Which officer do you have listed on there?
3 A. I don't have an officer listed. I have just got a
4 place, the lines for the signature, the date, and
5 the time.
6 Q. If we wanted to fine out who signed it, how do we
7 do that?
8 A. You'd have to order a copy from the IRS.
9 Q. Okay.
10 A. Now he could theoretically be an officer, Lamar
11 could be, but not be an owner.
12 Q. Uh-huh.
13 A. It's not required.
14 Q. Is he listed as an officer on that?
15 A. He is not listed.
16 Q. He is not listed as an officer?
17 A. No, it doesn't say. Well, yeah, it says officer.
18 I am sorry. Beg your pardon. It says he was an
19 officer. It says percent of time devoted to the
20 business is five percent so.
21 Q. He is listed as what kind of officer, does it
22 state?
23 A. It doesn't stipulate.
24 Q. All right. Give me a second. I am looking at the
25 North Carolina annual report.

Page 36

1 A. Uh-huh.
2 Q. I am looking for '05, but let me ask you, is this
3 an annual report, North Carolina Annual Report for
4 '02?
5 A. You mean '04?
6 Q. Yeah, '04. I am sorry.
7 A. Let's see. There should be. Hang on. There is.
8 Q. Okay. Does that list officers?
9 A. No, it just has the box that the report hasn't
10 changed since the prior year.
11 Q. All right. If the ownership of the stock were to
12 change, would that have to be listed on the annual
13 report?
14 A. Yes.
15 Q. Does the corporation have to disclose who owns its
16 stock?
17 A. No.
18 Q. No?
19 A. Uh-uh.
20 Q. What does the term beneficial owner mean for
21 accounting purposes?
22 A. Well we don't actually use that term but I would
23 suggest that it means that they are the owner of
24 the stock or whatever.
25 Q. What kind of term do y'all use?

Page 37

1 A. Shareholders.
2 Q. Shareholders?
3 A. Uh-huh.
4 Q. That's actually a more descriptive term. Okay.
5 Let me go ahead and show you, first of all -- I
6 guess let me back up. If, and actually let's not,
7 let's not do it on that one, because you testified
8 to your knowledge that Palmetto State didn't exist
9 until '05, correct?
10 A. Correct.
11 (WHEREUPON, Mr. Price handed the
12 witness a document marked as
13 Plaintiff's Exhibit 10 for
14 identification.)
15 Q. All right. I am going to hand you another stack
16 of documents collectively marked Plaintiff's
17 Exhibit 10.
18 A. Okay.
19 Q. I will ask you to identify those documents.
20 A. All right. This is the C corporation tax return
21 for J & P Enterprises for tax year 2005 prepared
22 by my firm and printed on July 28, '06.
23 Q. Okay. And does it include all the accounting
24 records that you used to prepare that return?
25 A. It does not. This is the year I guess they didn't

Page 38

1 get scanned, but I may have actually hard copies
2 of that. I'd have to look.
3 Q. Okay.
4 A. But they might -- they would be in storage if I
5 had them.
6 Q. Okay. And I think that -- well, I think we
7 probably will have to ask you.
8 MR. PRICE: Let's go off the record for
9 just a minute.
10 (WHEREUPON, there was a brief
11 discussion held off the record.)
12 Q. Ms. Pressley, the documents identified as
13 Plaintiff's Exhibit 10 is the tax returns that you
14 have, state and federal tax returns that your firm
15 prepared for J & P Enterprises?
16 A. Correct.
17 Q. What other stuff is there?
18 A. There is the North Carolina return and the North
19 Carolina Annual Report which is actually filled
20 out on this one.
21 Q. Okay. Now what documents do you believe are
22 missing specifically?
23 A. The source documents which would be the reports,
24 the balance sheet and the income statement from
25 their computerized system.

Page 39

1 Q. And that's where they would print out and give to
2 you, you never audited?
3 A. Correct.
4 Q. Just what they told you?
5 A. Correct.
6 Q. And you don't have, I think you testified that you
7 don't have those documents scanned but you believe
8 you may have the hard copies. Somebody in your
9 office is looking to see if they are here. We are
10 operating under the assumption they are not but
11 that they are in storage, but that you may be able
12 to provide them at a later date?
13 A. Yes.
14 Q. Okay. And that is for 2005. Just go ahead and
15 confirm for me that Plaintiff's Exhibit 10 is a
16 true and accurate copy of the tax returns and the
17 annual report that you prepared for J & P
18 Enterprises for tax year 2005?
19 A. That is correct.
20 Q. Okay. If J & P Enterprises received payments from
21 Palmetto State Enterprises in 2005, would those
22 payments have to be reported?
23 MR. PRICE: Let's go off the record.
24 (WHEREUPON, there was a brief
25 interruption.)

Page 40

1 MR. PRICE: Let the record reflect that
2 Ms. Pressley's assistant brought in
3 a document that we have attached as
4 two pages that we have attached to
5 the back of Plaintiff's Exhibit 10.
6 Q. Ms. Pressley, would you please identify that
7 document for me?
8 A. It is the profit and loss statement for January
9 through December 2005 for J & P Enterprises and
10 it's the source document used to prepare the
11 corporate tax return for 2005 for J & P
12 Enterprises.
13 Q. So you believe you're still missing a balance
14 sheet?
15 A. Correct.
16 Q. Okay. But that's a true and accurate copy of the
17 profit and loss statement that you were provided?
18 A. Yes.
19 Q. And that's the last two pages of that exhibit,
20 correct?
21 A. Yes, it is.
22 Q. Okay. My question before we went off, if J & P
23 Enterprises received payments from Palmetto State
24 Enterprises in 2005, should those payments have
25 been reported on J & P Enterprises tax return?

Page 41

1 A. Yes, they would.
2 Q. Okay. How would they have been reported?
3 A. It depends on what form the payment was in. For
4 example, if it were a loan to J & P Enterprises,
5 then it would be reported on the balance sheet as
6 a liability.
7 Q. Okay.
8 A. If it were reported as income, it would be
9 reported in their revenue side of their profit and
10 loss statement.
11 Q. All right. So if it was a loan, it wouldn't be
12 shown on the profit and loss statement, it would
13 be shown on the balance statement?
14 A. Correct.
15 Q. And we don't have a copy of that for 2005?
16 A. Correct.
17 Q. Okay. If it was a payment, then it should have
18 been shown on the profit and loss statement?
19 A. Correct.
20 Q. As what, income received?
21 A. Some sort of revenue, whatever that it would have
22 been for, I wouldn't know.
23 Q. Okay. From what you have there marked Plaintiff's
24 Exhibit 10, can you tell whether or not J & P
25 Enterprises reported any revenue by way of

Page 42

1 payments from Palmetto State Enterprises?
2 A. I do not see anything that would tell me that in
3 detail.
4 Q. Okay. And they should have self-reported that on
5 their P&L statement that they gave you?
6 A. Correct.
7 Q. Now would Palmetto State have been required to
8 give like, what do they call, a W-9 or anything
9 like that?
10 A. They should have given a W-9 to J & P Enterprises
11 simply to get their federal ID number. But as a
12 corporation, a 1099 would not have been required
13 to be sent from Palmetto State Enterprises to J &
14 P Enterprises. So there would not be any hard
15 document that says this was paid to J & P.
16 Q. Should Palmetto State have reported the payment to
17 J & P on some tax returns of their own?
18 A. It would have been reported as an expense, I am
19 assuming, or as a loan to J & P Enterprises on
20 their corporate return.
21 Q. And a loan to would have been?
22 A. An asset.
23 Q. An asset shown on the balance sheet?
24 A. Correct.
25 Q. And what is the other one, did you say?

Page 43

1 A. A liability would have been reported on J & P
2 Enterprises as an amount due to Palmetto State.
3 Q. Okay. But if it had been a, let me back up, a
4 loan would have been shown, a loan to Palmetto --
5 a loan from Palmetto State to J & P would have
6 been shown on Palmetto State's balance sheet as a
7 what?
8 A. An asset.
9 Q. An asset?
10 A. Uh-huh.
11 Q. A payment from Palmetto State to J & P, should
12 that have been reflected on Palmetto's tax return?
13 A. It would not necessarily have been separately
14 recorded. It would have been in the expenses and
15 you would have to have the details of those
16 expenses to know.
17 Q. And would an expense, would that have been shown
18 on the P&L statement or profit and loss statement?
19 A. For Palmetto State, yes.
20 Q. Okay. Let's back up again. We are talking about
21 J & P Enterprises in 2005, they did not report, J
22 & P Enterprises did not report any payments
23 received from Palmetto State, correct?
24 A. I have no way of knowing that.
25 Q. Okay. But we can tell from the P&L statement that

Page 44

1 they gave you they didn't show any revenue?
2 A. I have no way of knowing that because it's
3 basically summarized. See you have got sales, you
4 have got some details here for separate things,
5 but here's for freight, commissions, sales
6 revenue, so it could have been in any of this. I
7 don't have a way of knowing except to go back and
8 try to look at the detail of their accounting
9 system.
10 Q. So you'd have to go in their system?
11 A. I'd have to go back, and I am assuming that that
12 detail would be in their details. If it were
13 reported, it would have their name associated with
14 it somehow.
15 Q. Okay. And we don't have a copy of the balance
16 sheet, so we can't tell whether --
17 A. We couldn't tell anyway. I can -- here's what
18 their balance sheet looked like, page four of the
19 federal return.
20 Q. Uh-huh.
21 A. And you can see that loans are basically grouped
22 together. You have got notes payable that are due
23 within one year and then you have got another
24 section for notes payable due beyond one year, and
25 here's other current liabilities. We can look at

Page 45

1 statement nine to see if there is anything in
2 there that tells us just to be certain. There is
3 nothing in here on their other current liabilities
4 that would indicate a loan from Palmetto State
5 Enterprises, but again it could be in due within
6 one year loans or due outside of one year.
7 Q. So I am going to summarize what I think you just
8 told me, you tell me whether it's a fair statement
9 or not.
10 A. Okay.
11 Q. We can't tell from the returns you prepared and
12 the accounting records you were provided from J &
13 P whether they reported any payments or loans from
14 Palmetto State to J & P for 2005?
15 A. That is correct.
16 Q. Okay. If we were to get I guess the detail of J &
17 P's accounting records, what they used to prepare
18 the profit and loss statement and the balance
19 statement that they gave to you, we would be able
20 to figure that out?
21 A. Perhaps.
22 Q. Perhaps.
23 A. The reason I qualify that is if they had, say for
24 example, invoiced Palmetto State Enterprises for
25 some work that they did, then it would be in there

Page 46

1 because it would show where the invoice went out
2 and it would show where they received the payment.
3 If it were a loan, for example, then the loan
4 might have been recorded as a deposit without, and
5 unless they reported it as in a memo as in the
6 deposit, you wouldn't know necessarily where that
7 money came from.
8 Q. Okay. So it would be that you are just seeing
9 deposits and you'd have to do some real detective
10 work matching accounts and stuff to figure out
11 where it came from?
12 A. Correct.
13 Q. So if, and I am, you know, I don't mind showing
14 you, I am going to show you Plaintiff's Exhibit 6,
15 and I will submit to you that we believe and Lamar
16 has admitted for the most part that every one of
17 those when there is a highlight in green, has J &
18 P Enterprises as payee, Lamar wrote a check from
19 Palmetto State account to J & P Enterprises.
20 A. Okay.
21 Q. But unless J & P did an invoice and did something
22 in their accounting records to show they received
23 those payments, we may know not know whether they
24 were ever reported, we would have to go look and
25 match up; how would we figure that out?

Page 47

1 A. What we may be able to do is go back, for example
2 here in January of 2005 it shows two checks to J &
3 P enterprises for a loan, you might be able to
4 find the January deposit slips that might have the
5 name of the company on it, if it's not in the
6 system in a memo that says loan from Palmetto
7 State.
8 Q. Okay.
9 A. So it could be reported, but again I'd have to go
10 back into their system and look for those details.
11 Q. Again I am going to show you Plaintiff's
12 Exhibit 7, again just submit to you that this too,
13 it looks like there is only three but there are
14 three items, Item 5, Item 18, Item 26 where I have
15 highlighted payee as J & P Enterprises and we
16 believe Lamar wrote a check from a Palmetto
17 State's account from J & P Enterprises?
18 A. Okay.
19 Q. Then I am going to show you again where there is
20 two more checks like that on Plaintiff's
21 Exhibit 8.
22 A. Okay.
23 Q. Plaintiff's Exhibit 6, 7 and 8, if those checks
24 were written from a Palmetto State's account to a
25 J & P Enterprises account, we cannot tell by

Page 48

1 looking at your '05 return and the accounting
2 records you have provided whether those payments
3 were reported whether as a loan or as income?
4 A. That is correct.
5 Q. Okay. And we might if we went in detail but it
6 may be as difficult as actually preparing deposit
7 slips and matching up account records and things
8 like that?
9 A. Perhaps so.
10 Q. But there is nothing on the return where they said
11 that this is what we received as a loan or payment
12 from Palmetto State?
13 A. No. It's not necessary for the tax return prep.
14 Q. Okay. Can you look on that form for '05 and tell
15 me who J & P reported as its stock owners for
16 2005?
17 A. It was reported as Lamar Greene at 52 percent and
18 Jeffrey Greene at 24 percent.
19 Q. Who signed that tax return?
20 A. This is my copy, so I don't know. It says
21 president and see Lamar Greene, but for all I know
22 they could have whited that out and somebody else
23 signed it, so I really can't say.
24 Q. And the only way would be --
25 A. Request it from the IRS.

Page 49

1 Q. Uh-huh. Is stock percentage shown anywhere else,
2 ownership percentage shown anywhere else on those
3 documents, like on a report or anything?
4 A. Let's see. Don't see it anywhere else, no.
5 Q. Okay. On your annual report, does it list
6 officers?
7 A. It does. Uh-huh.
8 Q. Who does it list as president?
9 A. It lists Lamar as president and Jeffrey as
10 vice-president, the same as is on the -- well it
11 doesn't have the officers name on the return
12 itself, but on page two of the 1040 it shows Lamar
13 and Jeff as officers just not their title.
14 Q. So is it fair to say then that at least from what
15 you have -- let me back up. Do you believe that
16 in 2005 Lamar was the president of J & P
17 Enterprises?
18 A. When I prepared the returns in 2006, I did.
19 Q. Okay. And you believed that based on information
20 they gave you?
21 A. Basically for omitted information. I mean unless
22 they come back and tell me we have had our
23 attorney change the ownership blah, blah, blah,
24 then I wouldn't know.
25 Q. Okay. And I believe you did tell me if the

Page 50

1 ownership changes that doesn't necessarily have to
2 be reported in a tax return or on the annual
3 report?
4 A. It's not on the annual report, correct.
5 Q. If the officers change, does that have to be
6 reported on the annual report?
7 A. It should be reported, yes.
8 Q. So if they report it on their annual report that
9 Lamar is president, it's fair to assume they
10 believe Lamar was president too?
11 A. Uh-huh.
12 Q. Okay. Very good. I am going to hand you
13 another -- let's set these aside because we are
14 not going to look at them again, Exhibit 9 and
15 Exhibit 10. I'm going to hand you a stack of
16 document collectively marked Plaintiff's
17 Exhibit 11, and I will ask you to identify those
18 documents.
19 (WHEREUPON, Mr. Price handed the
20 witness a document marked as
21 Plaintiff's Exhibit 11 for
22 identification.)
23 A. This is the C corporation return for J & P
24 Enterprises for tax year 2006 prepared by my firm
25 and printed on September 7th of '07.

Page 51

1 Q. Okay. What else, are there supporting documents
2 included with that?
3 A. Yes.
4 Q. Okay. So you have a profits and loss statement
5 and a balance sheet that you were provided for
6 2006 and that's included in those documents?
7 A. Yes. Absolutely.
8 Q. Is Plaintiff's Exhibit 11 a true and accurate copy
9 of the tax returns and the annual report you
10 prepared and the supporting documents you were
11 provided by J & P Enterprises?
12 A. It is.
13 Q. Okay. Who is listed as the stock owners on that
14 return?
15 A. It shows Lamar at 52 percent and Jeffrey Greene at
16 24 percent.
17 Q. Can you tell who signed that return?
18 A. We have it listed as Jeffrey Greene
19 vice-president.
20 Q. But we don't know who signed it, the only way to
21 know is to order from the IRS?
22 A. Correct.
23 Q. Okay. Can you tell by looking at that whether any
24 payments or loans from Palmetto State and J & P
25 Enterprises were reported?

Page 52

1 A. I cannot.
2 Q. Okay. And you can't tell by looking at the
3 balance sheet or the profit and loss statement
4 either?
5 A. I cannot.
6 Q. And the only way we would ever know is to get the
7 more detail whatever they were using to prepare
8 that balance sheet and the profit and loss
9 statement?
10 A. Correct.
11 Q. Okay. So if I handed you Plaintiff's Exhibit 6
12 again, which is the big stack of checks written
13 out of the First Citizens account, you wouldn't be
14 able to tell me whether any of those payments in
15 '06 were reported on J & P Enterprises tax return?
16 A. I would not.
17 Q. Okay. Well give me that one back. I am going to
18 hand you another set of documents marked
19 Plaintiff's Exhibit 12 and I will ask you to
20 identify.
21 (WHEREUPON, Mr. Price handed the
22 witness a document marked as
23 Plaintiff's Exhibit 12 for
24 identification.)
25 A. This is the C corporation tax return for J & P

Page 53

1 Enterprises for tax year 2007 prepared by my firm,
2 printed on September 13, '08.
3 Q. Okay. And does it include the supporting
4 documents you have provided?
5 A. It does.
6 Q. So it includes a profit and loss statement
7 provided by J & P and a balance sheet prepared
8 provided by J & P?
9 A. Correct.
10 Q. Do you believe that that is a true and accurate
11 copy of the tax returns, the annual report that
12 you prepared in the profit and loss statement and
13 balance sheet that you were provided?
14 A. I do.
15 Q. Okay. Does that tax return list a beneficial
16 owner or list the stock owner of J & P
17 Enterprises?
18 A. It only lists Jeffrey Greene at 24 percent.
19 Q. Okay. Do we know why the other 76 percent aren't
20 reported?
21 A. Likely because there was no compensation. This is
22 a compensation schedule.
23 Q. Okay. So we don't know at that point whether
24 Lamar still owned 52 percent or not?
25 A. Do not.

Page 54

1 Q. Okay. Can you look at the annual report and tell
2 me who was reported as the officers?
3 A. It simply blankets the same as the prior year.
4 Q. So if it's blank, then that means they are
5 basically reporting to North Carolina that whoever
6 was president in '06 is still president in '07?
7 A. Correct.
8 Q. So if they reported in '06 that Lamar was
9 president then they by not changing it they
10 reported in '07 that he was still president?
11 A. That's correct.
12 Q. Okay. Can you tell by looking at that whether any
13 payments or loans from Palmetto State to J & P
14 were reported on the tax returns?
15 A. Let's see, there is not enough detail in the
16 reports. So, no, I cannot.
17 Q. Okay. Well let me recap that if they, if J & P
18 received a loan from Palmetto State, it should
19 have been reported as a liability, I mean it
20 should have been included in the liabilities that
21 were reported?
22 A. Correct.
23 Q. And if they received a payment, J & P received a
24 payment from Palmetto State, it should have been
25 reported as part of the revenue received for that

Page 55

1 year?
2 A. Yes.
3 Q. Okay. That means there was a payment not a loan?
4 A. Yes.
5 Q. Okay. But we can't tell whether they factored in
6 any of those payments as either a liability or
7 revenue without looking at the detail by which
8 they used to prepare their balance sheet and their
9 profit and loss statement?
10 A. Correct. I'd like to interject something. Part
11 of the process for us to do the return is to make
12 sure that their bank statements are reconciled.
13 Any payment that was made out to J & P
14 Enterprises, a bank would not have cashed it, they
15 would have put it in as a deposit, and that's the
16 only way they would perform that transaction. So
17 I have to assume based on that fact that they made
18 the checks out to J & P Enterprises that they did
19 get deposited into the bank account in each of
20 those years that you have referred to. How it was
21 reported, I can't tell from the details that I
22 have here. There is not enough detail.
23 Q. Do you assume that if it was deposited into a bank
24 account that you reconciled the statement and that
25 if, that if you saw the statement for the account

Page 56

1 that check was deposited in that it's reported
2 somehow on there as either included in the revenue
3 or included as a liability?
4 A. I would assume so, yes.
5 Q. Okay. Do you know for sure though that you were
6 provided statements for every account that a J & P
7 check may have been deposited in?
8 A. Everything that was reflected on their accounting
9 records, bank statements and so forth would have
10 been, because I would have gone back and looked
11 and made sure they reconciled it.
12 Q. But is it possible they had an account that they
13 weren't giving their accounting statements for?
14 A. It's entirely possible, yes.
15 Q. We can't assume that you saw the statement for
16 every J & P account?
17 A. I can't assume anything like that, no.
18 Q. So we are still back at the same place as to
19 whether they reported that or not, correct?
20 A. Right. Again, looking in their system might
21 provide that detail.
22 Q. Okay. Gaston Engineering, Gaston Engineering,
23 Incorporated, G-a-s-t-o-n Engineering,
24 Incorporated, you ever heard have them?
25 A. I have not.

1 Q. So you have never filed any tax returns for Gaston
2 Engineering?
3 A. I have not.
4 (WHEREUPON, Mr. Price handed the
5 witness a document marked as
6 Plaintiff's Exhibit 13 for
7 identification.)
8 Q. Okay. I am going to show you some documents
9 collectively marked Plaintiff's Exhibit 13 and
10 basically what it is is a copy of the check and
11 then a copy of the cancelled check for a check
12 dated October 6, 2006 for $17,500 made out to
13 Gaston Engineering and then there is another
14 check, another cancelled check for $20,000 dated
15 January 18, 2007 made out to Gaston Engineering
16 appears to have been signed by Lamar Greene on the
17 back, and then there is a check dated August 8,
18 2006 for $150,000 made out to Gaston Engineering,
19 also appears to have been signed by Lamar Greene
20 on the back.
21 A. Okay.
22 Q. You did not prepare any tax returns for Gaston
23 Engineering, correct?
24 A. Direct.
25 Q. You have never heard of Gaston Engineering,

1 correct?
2 A. Correct.
3 Q. Can you tell whether any portion of any of those
4 three payments were reported as income by Lamar
5 Greene or by J & P Enterprises?
6 A. I can't say conclusively about J & P Enterprises.
7 Lamar Greene did not have anything on his return
8 reflecting the name of Gaston Engineering.
9 Q. Okay. I believe that's all I have for you today.
10 A. Okay.
11 Q. At Scott's request and also because I am going to
12 ask you to track down, if nothing else, the
13 balance statement for '05, anything else you might
14 have relating to these tax returns, we are going
15 to keep the deposition open and may have to
16 revisit it at some point. Okay?
17 A. Okay.
18 Q. I do appreciate your time.
19 A. Okay.
20 MR. PRICE: And that's all I have, so
21 we can go off the record.
22 (WHEREUPON, the foregoing deposition
23 was adjourned at 12:57 p.m. on June
24 29, 2010.)
25

VERIFICATION OF DEPONENT

I, BRENDA HANCE PRESSLEY, have read the foregoing deposition testimony, which was reported by Renee M. Habrack, RPR and Notary Public in and for the State of North Carolina, on June 29, 2010.

I find the transcript of my testimony to be true and accurate according to my testimony on that date, with the exception of _____ corrections as listed on the attached errata page, which was completed by me.

_____
BRENDA HANCE PRESSLEY

Sworn and subscribed to before me
this ____ day of _____, 2010.

_____
Notary Public

My commission expires: _____

ERRATA PAGE

Page #	Line #	Change/Correction (& Explanation)

The above changes were noted by me on this errata page before signing the attached verification of deponent. I have retained a copy of this errata page for my records, and the court reporter is to attach this page and my verification to the original transcript.

Dated: _____ _____
BRENDA HANCE PRESSLEY

STATE OF NORTH CAROLINA)
) CERTIFICATE
COUNTY OF CABARRUS)

I, Renee Habrack, Notary Public, do hereby certify that BRENDA HANCE PRESSLEY was duly sworn by me prior to the taking of her deposition; that said deposition was taken and transcribed by me; and that the foregoing pages are a true and accurate transcript of the testimony of said witness. I further certify that the persons were present as stated.

I further certify I am not of counsel for or in the employment of any of the parties to this action, nor am I interested in the result of said action.

IN WITNESS WHEREOF, I have hereunto subscribed my name, this 2nd day of July, 2010.

RENEE M. HABRACK, C.S.R.
Registered Professional Reporter
Notary Public #20041960006

1 STATE OF SOUTH CAROLINA IN THE COURT OF COMMON PLEAS
2 COUNTY OF PICKENS C.A. NO.: 2008-CP-39-56
3
4 Palmetto State Enterprises, LLC,
5 Plaintiff,
6 vs
7 Lamar Greene, J & P Enterprises of the Carolinas, Inc., Gaston Engineering, Inc.
8 and Morgan and Bartos Builders, LLC,
9 Defendants.
10 And Lamar Greene,
11 Third Party Plaintiff,
12 vs
13 Mike Brown and Ron West,
14 Third Party Defendants.
15
16
17 DEPOSITION OF C. LAMAR GREENE
18 VOLUME 1: PAGES 1 - 106
19
20
21 Pursuant to notice of deposition and/or
22 agreement and/or subpoena in the above-entitled case,
23 a deposition was taken on the 12th day of May 2008,
24 commencing at approximately 10:00 a.m., attended by
25 counsel as follows:

1 APPEARANCES:

2

3 Christopher G. Olson, Esquire
Olson, Smith, Jordan and Cox, P.A.
4 600 College Avenue.
P. O. Box 1633
5 Clemson, South Carolina 29633

6 Appeared on behalf of the plaintiff;

7

8 Scott F. Talley, Esquire
Pye & Talley, P.A.
9 959 John B. White, Sr. Blvd.
Spartanburg, South Carolina 29306

10 Appeared on behalf of Mr. Greene;

11

12

13 Edward G. Smith, Esquire
Butler, Means, Evins & Browne, P.A.
14 234 North Church Street
P. O. Drawer 451
15 Spartanburg, South Carolina 29304

16 Appeared on behalf of Gaston Engineering.

17

18 ALSO PRESENT: Mr. Michael Brown

19

20

21 DEPOSITION REPORTED BY:
Ruth Anne Maciag,
22 Registered Professional Reporter.
Depositions And..., Inc.
23 P.O. Box 10268
101 Broadus Avenue
24 Greenville, South Carolina 29601

25

1 I N D E X

2 WITNESS: C. LAMAR GREENE
3 DATE: MAY 12, 2008

4

PAGE
5 Signature reserved 4
6 Direct examination by Mr. Olson 4
7 Afternoon session 65
8 Certificate of Notary Public 105

9
10
11 PLAINTIFF'S EXHIBITS

12 Exhibit 1 13
13 Exhibit 2 35
Exhibit 3 47
14 Exhibit 4 71
Exhibit 5 76
15 Exhibit 6 78
Exhibit 7 81
16 Exhibit 8 96

17
18
19
20
21 The attached 104 pages of testimony of C. Lamar
22 Greene in the above matter is the work product of
23 Depositions And..., Inc., and not to be copied or
utilized in any manner without the express written
24 authorization of Depositions And..., Inc.
25

1 Pursuant to notice and/or agreement to take
2 depositions, the within deposition was taken by the
3 above reporter, a Notary Public, as required under
4 the Code of Laws of South Carolina, and Circuit Court
5 Rule 30, et al., by consent of all parties, at 600
6 College Avenue, Clemson, South Carolina.
7 Signature was reserved.
8 The deponent was duly sworn to tell the truth,
9 the whole truth, and nothing but the truth of his own
10 knowledge concerning the matter herein.
11 MARK LOWE, BEING FIRST DULY SWORN, TESTIFIED AS FOLLOWS:
12 DIRECT EXAMINATION BY MR. OLSON:
13 Q. Mr. Greene, you and I know each other, but my name's
14 Chris Olson, and I represent Palmetto State
15 Enterprises, LLC, who's the plaintiff in this lawsuit
16 that's pending in Pickens County.
17 And I'm going to be asking you a number of
18 questions about Palmetto State business and some
19 general information about yourself.
20 It's important that you understand the question
21 before you answer it. If you don't understand it,
22 likely as not it's because I've asked the question
23 poorly. If you tell me you don't understand and ask
24 me to restate it, I'll be happy to do that.
25 Let's start first on general information about

1 you. Your full name is Cleg Lamar Greene, and you go
2 by Lamar Greene; is that correct?
3 A. Correct.
4 Q. And you're married to Julie Greene, and you live here
5 in Clemson?
6 A. Correct.
7 Q. And that's in Pickens County, where you live?
8 A. Yes.
9 Q. Do you have any other residences other than your
10 Riverpoint property here in Clemson?
11 A. No.
12 Q. Other than your wife, do you have any relatives that
13 reside in Pickens County?
14 A. No.
15 Q. In the past three years, have you made any
16 significant gifts, significant meaning a gift of
17 money or property in excess of ten thousand dollars,
18 to anybody?
19 A. No.
20 Let me clarify that. I made a contribution to
21 IPTAY of more than that. I guess it was a
22 contribution.
23 Q. All right. No inter-family gifts, though, to your --
24 how many children do you have?
25 A. Two.

1 Q. -- to your children or to your wife, of more than ten
2 thousand dollars?
3 And what I'm talking about is like transferring
4 property to them.
5 A. No.
6 I'm sure my wife has used more than ten thousand
7 dollars on the checking account, though.
8 Q. Yes.
9 And the property that's owned here in Clemson
10 for your home is the Riverpoint property, who is it
11 owned by?
12 A. Julie and myself.
13 Q. All right. Fifty-fifty or equally?
14 A. Equal.
15 Q. Okay. And is there a mortgage on that property?
16 A. Yes, it is.
17 Q. During the last three or four years, have you made
18 any loan applications, either for yourself or any of
19 your businesses, with any bank or financial
20 institution in which they would have required you to
21 file a financial statement?
22 A. Yes.
23 Q. Can you tell me briefly with whom you have made loan
24 applications in the last three or four years?
25 A. First Citizens Bank.

1 Q. And that would be First Citizens here in Clemson?
2 A. Yes.
3 Q. At the Clemson branch?
4 A. Um-hmm.
5 Q. And roughly when did you make that loan application?
6 A. You're talking about personally that we signed?
7 Q. Where they, all I'm interested in is whether they
8 would have required a financial statement from you?
9 A. Yes, okay. First Citizens here in Clemson.
10 Q. And roughly when would that have been about? The
11 year, I don't care about the day and month.
12 A. Approximately three years ago. It's been renewed a
13 couple of times. It was a year, year long.
14 Q. And they would have probably at some point required
15 up-dated financial statements on you?
16 A. Yes.
17 Q. All right. Anywhere else?
18 A. Greenville First.
19 Q. Also within the last three years?
20 A. Yeah.
21 Q. And that would have been a loan for you personally or
22 a loan for --
23 A. One for me personally, and one for Palmetto State.
24 Q. Anywhere else?
25 A. Chase Bank.

1 Q. Where is that?
2 A. I don't, I don't really know. It was through Dale
3 Watts and Greenville Financing on 505, number 505 The
4 Spur in Columbia.
5 Q. All right. How about for your company, J & P
6 Enterprises, did you borrow any money for J & P
7 Enterprises in which you'd have to give financial?
8 A. No.
9 Q. All right. Tell me, what businesses are you a
10 principal in? And by a principal, I mean that you
11 are an owner of more than ten percent of the
12 business, or you are a director or officer of the
13 company.
14 A. I'm an officer in J & P.
15 Q. Okay.
16 A. Through the years, attorney has transferred stock to
17 Jeff.
18 Q. Okay.
19 A. And I'm sure it's all in his name.
20 Q. That J & P is all in his name?
21 A. Um-hmm. The stock, yes, sir.
22 Q. Right. J & P is a corporation?
23 A. Yes, it is.
24 Q. And who would the corporate attorney be for it, who
25 would have transferred the stock?

1 A. In Gastonia, I'll call his name up in a minute.
2 Q. Okay. When you remember his name, would you furnish
3 it to your lawyer?
4 A. Yes.
5 Q. What kind of business is J & P Enterprises in?
6 A. It manufactures replacement parts for machines in the
7 textile industry, forklift trucks, and earth-moving
8 equipment.
9 Q. And when do you think the last stock transfer to Jeff
10 would have been made?
11 A. Several, we've been in business 28 years, so it's.
12 Q. Several years ago?
13 A. Yes.
14 Q. One of the things that we asked about or requested
15 through a subpoena for today's deposition, was for
16 you to bring bank records, project files, and the
17 like, relating to projects at The Spur, Tuscaloosa
18 and Blacksburg. Did you do that?
19 A. Yes.
20 Q. And you have those in front of you there?
21 A. Yes.
22 Q. And is that all of the records of those projects that
23 are in your possession?
24 A. The bank statements, yes.
25 Q. Banking records in the name of Lamar or Julienne

1 Greene, Julienne I suppose it's pronounced, Greene.
2 Did you bring those?
3 A. No, I did not.
4 Q. Why didn't you bring those?
5 A. I really didn't know, I didn't read it.
6 Q. Tell me what your position with J & P Enterprises is,
7 if any? Are you an officer or director?
8 A. I'm an officer, yes.
9 You know, it's not a structured company, we
10 don't have quarterly meetings. What we have is every
11 Monday a sales meeting. We don't, it's a small,
12 family owned business.
13 Q. Right.
14 A. So we, we're not structured for quarterly meetings,
15 and so forth.
16 Q. Do you have a check writing authority or withdrawal
17 authority for J & P Enterprises?
18 A. Yes, I do.
19 Q. Did you bring the records for J & P Enterprises that
20 were subpoenaed from January 1, 2004, to date?
21 A. No.
22 Q. Why didn't you?
23 A. I didn't see it on there. But I can get them.
24 Q. Okay.
25 A. You're talking about the bank records for J & P?

1 Q. Yes.
2 A. Okay.
3 Q. Tax returns filed by Lamar Greene for calendar years
4 2004 '5, '6 and '7; did you bring those?
5 A. I did not bring those.
6 Q. Why not?
7 A. Didn't know I was supposed to.
8 Q. Did you read the subpoena that was delivered to you?
9 A. Not very carefully.
10 MR. OLSON: We'll have to continue this
11 deposition to when those are produced, okay, I'm not
12 going to make a big deal about it today. We'll just
13 need to get back together for those. Okay?
14 MR. TALLEY: If I can, I'll state, I have 2005
15 records, which I'm happy to produce. You can make a
16 copy of them, prior to that time.
17 MR. OLSON: Tax return?
18 MR. TALLEY: Um-hmm.
19 MR. OLSON: All right.
20 CONTINUED EXAMINATION BY MR. OLSON:
21 Q. Okay. Palmetto States Limited Liability Company,
22 that's -- I'm going to ask you some leading questions
23 which he can object to, but the reason I'm going to
24 do it is to just kind of go through the information
25 in a hurry.

1 Palmetto States Limited Liability Company is a
2 South Carolina limited liability company; is that
3 correct.
4 A. Correct.
5 Q. There are three members in that company, yourself,
6 Rich Rodriguez and Ron West; is that correct?
7 A. That's correct.
8 Q. And at the time that it was founded or started, up
9 until this past October, that is October of 2007, I
10 believe it was a, quote, member managed company, as
11 opposed to a, quote, manager managed company,
12 according to the operating agreement and the
13 documents filed with the State of South Carolina.
14 Is that correct?
15 A. Yes.
16 Q. All right. But as a matter of fact, you, of the
17 three members you were the partner, you were the
18 member that was acting in running the business, as
19 opposed to Rodriguez or West?
20 A. Correct.
21 Q. All right. And then in October, the LLC was changed
22 to make it a manager managed LLC, and Mike Brown and
23 Floyd Elliott were appointed co-managers; is that
24 correct?
25 A. I thought that was September 15th.

1 Q. Okay, but it was back in the fall sometime 2007.
2 Okay.
3 MR. OLSON: Now, let me look at some documents
4 here. Give me just a second to get them in front of
5 me.
6 We're going to talk about investor agreements.
7 And I'm going to move to introduce these as
8 Plaintiff's Exhibit number 1. And after they're
9 marked, I'm going to let Mr. Greene look at them and
10 see if he agrees that's what they are. And to save
11 stamps, I'm going to introduce these as a group, 1.
12 (Plaintiff's Exhibit 1 marked for
13 identification, Lamar Greene
14 deposition, 5/12/08, RAM.)
15 CONTINUED EXAMINATION BY MR. OLSON:
16 Q. Mr. Greene, I'm showing to you Plaintiff's Exhibit
17 number 1. Can you tell me if those are copies of all
18 of the investor agreements for Palmetto States
19 Enterprises, LLC?
20 A. (Witness reviewing documents.)
21 (Mr. Ed Smith enters the deposition
22 room.)
23 MR. OLSON: Let's stop here for a second and let
24 the record show that Ed Smith is here, representing
25 Gaston Engineering.

1 And I was supposed to say at the start of this
2 deposition, but forgot, that Charlie Hodge called, he
3 had information that has been openly discussed that
4 he didn't think that Mr. Greene was going to be here
5 today for the deposition, so he didn't schedule
6 himself to be here.
7 And I told him, when he called me just at the
8 start of this, that it was, that we would continue
9 this deposition to another date anyway, and he just
10 wants to be able to ask whatever questions that he
11 can, which is fine by me. Okay.
12 CONTINUED EXAMINATION BY MR. OLSON:
13 Q. All right. If you would, Mr. Greene, hand me those,
14 hand me the investor agreements that have been marked
15 as Plaintiff's Exhibit number 1.
16 And I'm going to hand them to you one by one as
17 we go through them.
18 This first one, Lew Jordon: Mr. Jordan will
19 receive -- I'm reading from it -- Mr. Jordan will
20 receive $175,000 from the sale of unit number 511,
21 The Spur, or 16 months from this date, April 25, '05,
22 whichever is earliest.
23 Signed, Lamar Greene, Manager, J & P Properties,
24 Lamar Greene.
25 Now, did Lew Jordon invest any money in The

1 Spur?
2 A. No.
3 Q. And why was he going to be paid $175,000?
4 A. Because I intended to buy this unit and resell it.
5 Q. You intended to buy?
6 A. Yeah, 511.
7 Q. I don't understand why he's getting $175,000?
8 A. That's commissions that I owe him, commissions that I
9 owed him.
10 Q. Commissions that you owed him?
11 A. Yes.
12 Q. Were the commissions that you owed him in any way
13 related to Palmetto State Enterprises' business?
14 A. No.
15 Q. Was it related to an earlier real estate development
16 --
17 A. Yes, the Towers.
18 Q. -- that you had done through J & P Enterprises, or
19 yourself?
20 A. I don't recall a name. They were in reference to the
21 Towers, Clemson Towers.
22 Q. Clemson Towers?
23 A. Um-hmm.
24 Q. Why did you think it was appropriate to use Spur
25 money, Palmetto investors' money, to pay Mr. Jordan

1 $175,000?
2 A. Because I thought we would be out of debt, and I was
3 buying 511, I wound up buying 505.
4 Q. I'm not following you. My question is --
5 A. Excuse me for interrupting.
6 This is how he was going to get repaid, from a
7 unit at The Spur, the profit on the unit at The Spur.
8 Q. You intended this to come out of your money --
9 A. Yes.
10 Q. -- your individual money?
11 A. Yes.
12 Q. So is that money still owed to Mr. Jordon?
13 A. Yes, it is.
14 Q. You acknowledge then that that's your individual
15 obligation, and not an obligation of Palmetto
16 Properties, LLC?
17 A. Yes, um-hmm.
18 Q. All right. And Larry Sloan, I'm going to read it,
19 dated November 4th, 2005:
20 "Mr. Larry Sloan: Your investment of 200,000
21 will be returned to you, plus an additional 150,000,
22 total 350,000, on or before April 6, 2007.
23 Collateral for you will be Unit 309 at The Legends of
24 Tuscaloosa, located at Tuscaloosa, Alabama, and is
25 guaranteed by Palmetto State Enterprises and The

1 Legends of Tuscaloosa, LLC."
2 Did you receive $200,000 --
3 A. Yes.
4 Q. -- from.
5 All right. Do you recall where the $200,000
6 Mr. Sloan gave to you was deposited?
7 A. Yes, in the First, First, either in the First, it
8 wound up in First Citizens, but it was deposited with
9 Fred Gibbs, Bank Capital.
10 Q. Okay, with Bank Capital? Fred Gibbs with Bank
11 Capital is where it was deposited.
12 And why was it deposited there?
13 A. Because you show, we were getting contracts to meet
14 the requirements on the bank, so many pre-sales. And
15 a portion of this, and I'll have to look and see, ten
16 percent of the sales price, was in Bank Capital,
17 which was transferred to Nexity Bank in Birmingham.
18 And that's where the money was.
19 Q. Okay. Now I've got one for Mr. and Mrs. Roger
20 McIntosh, I'm not going to read the whole thing, but
21 it appears to be dated maybe April of 2007, for
22 $150,000, for an investment in The Legends of
23 Blacksburg.
24 Is that one of the investors?
25 A. Yes, it is.

1 Q. And down at the bottom, at the end of that, you say
2 that, it says that, this investment is personally
3 guaranteed by yourself, Rich Rodriguez and Ron West.
4 And you signed that personal guarantee; is that
5 correct?
6 A. Yes.
7 Q. And did Ron West and Rich Rodriguez sign a personal
8 guarantee?
9 A. No.
10 Q. Did Ron West and Rich Rodriguez give you permission
11 to use them as personal guarantors?
12 A. As members of Palmetto State, yes.
13 Q. And how did they do that?
14 A. Told me to do what was necessary to get, we had to
15 get money raised.
16 Q. Did you ever have an LLC resolution authorizing you
17 to use Ron West and Rich Rodriguez' name on personal
18 guarantees?
19 A. No.
20 Q. All right. You agree that you are personally
21 obligated to Mr. and Mrs. McIntosh on that investment
22 instrument?
23 A. I agree that the three of us are, because everybody
24 knew the circumstances.
25 Q. And when did they know the circumstances?

1 A. Every time we talked about getting a loan I investor
2 in.
3 Q. And what you're saying under oath is that you told
4 Rich Rodriguez that you were going to use his name on
5 a personal guarantee?
6 A. Him and Ron.
7 Q. And do you have anything in writing, an e-mail, a
8 letter, an acknowledgment, a resolution, that says
9 you had the authority to do that?
10 A. No.
11 Q. This next one -- where did Mr. McIntosh, Mr. and
12 Mrs. McIntosh's money get deposited?
13 A. First Citizens.
14 Q. In Clemson?
15 A. Um-hmm.
16 Q. And the next one is an investment or deposit, is this
17 an investment or deposit? By deposit, I mean earnest
18 money deposit.
19 A. I am not familiar with Mr. Wickline. Ron West
20 handled this.
21 Q. Do you know where the money for that one went?
22 A. This has gone into Bank Capital, or it went into
23 First Citizen. It wound up in First Citizens,
24 because the only state that we can use deposits or
25 investments is in the State of South Carolina.

1 Q. Right. Right.
2 A. I have information on all this from Bank Capital.
3 And we can decipher through it.
4 Q. We'll look at it before the day's out.
5 All right, the next --
6 A. Just one second.
7 Mr. Wickline's name is right there on the very
8 first line on his deposit.
9 Q. Okay. I understand that you didn't deal with that
10 person, that Ron West did; but it is your
11 understanding that that was just an investment, here
12 is my money, do the best you can with it, or was it
13 actually an earnest money deposit for a unit he's
14 going to buy?
15 A. It went as an earnest deposit, earnest money deposit.
16 Q. Okay. All right. The next one I'm looking at --
17 A. I say that now, depends on how much, yeah, 51,
18 51,000.
19 Q. The next one I'm looking at is a note, and the
20 mortgage dated 1 October 2005, from Palmetto, the
21 mortgage is from Palmetto State Enterprises to Gary
22 Elder, and so is the note for $200,000?
23 A. Yes, that's correct.
24 Q. And where was that money deposited?
25 A. First Citizens.

1 Q. All right, in Clemson?
2 A. Well, let me back up now.
3 33,000 of it was used as a deposit in
4 Tuscaloosa; the rest was in First Citizens.
5 Q. All right. The next document I have is a contract of
6 sale between Palmetto States and John and Carol
7 Lovett on a unit at The Spur.
8 And it has an addendum to it that Palmetto State
9 Properties agrees to guarantee a return of 12 percent
10 on $345,000 after twelve months, or 17 percent on
11 $345,000 after 18 months to John Lovett.
12 It is Mr. Lovett's choice to exercise either
13 option. The deposit of 34-5 will be returned plus
14 above earnings.
15 And attached also is an investment of $39,312
16 for Unit 210, The Legends of Tuscaloosa, in which he
17 has a choice of closing on Unit 210, close and resell
18 Unit 210, or get the deposit back plus an additional
19 $39,312.
20 And the last one is, tell me what this last one
21 is, dated August 2nd, 2006, with the Lovetts?
22 A. His investment came due 93,000, and he rolled it over
23 to the Blacksburg; he didn't receive any money,
24 rolled it over to the Blacksburg units.
25 Q. All right, so the $93,000 is a total of the first

1 two? I mean he didn't get those, and it's not in
2 addition to the first two; is that correct?
3 A. I think that's correct, yes, sir.
4 Q. All right. And where was Mr. and Mrs. Lovett's money
5 deposited?
6 A. In First, it would be in the First Citizens. This
7 one right here, 39,000.
8 Q. Now, this next one looks like a prospectus given to
9 Bill Stewart of Morgantown, West Virginia. Did
10 Mr. Stewart invest money?
11 A. Yes, he did.
12 Q. And did he invest according to that document?
13 A. He invested 200.
14 Q. $200,000?
15 A. Yes.
16 Q. And where was his money placed, his investment
17 placed?
18 A. First, First Citizens.
19 Q. Okay. The bank records that we have from First
20 Citizens from December of 2006, show $100,000 being
21 deposited in December of '06 from Mr. Stewart, and
22 then $200,000 being deposited in March of 2007.
23 So did he put a total of 300,000 up? Because
24 we've got two different deposits.
25 A. I can't tell you the total; I know he invested twice.

1 Q. Okay. All right.
2 The next one is an investment of $100,000 in The
3 Legends of Blacksburg, dated July 22nd, '07, by Lee
4 D'Andrea. Where --
5 A. First Citizens.
6 Q. Did she make that investment, first of all?
7 A. Yes.
8 Q. And it was deposited in First Citizens?
9 A. Um-hmm.
10 Q. Okay. The next one is an investment by Dabo Swinney,
11 dated July 20th, 2005. Did he give, did Dabo Swinney
12 give money, or did he just agree to work and sell
13 units, or what?
14 A. He sold units.
15 Q. Did he also invest money?
16 A. Yes.
17 Q. If I told you, if I told you that there was an
18 investment of $32,500 on July 27, 2005, do you know
19 what account that went into?
20 A. It would have been the First Citizens.
21 Q. And if it's not?
22 A. Wait a minute, it could have went to Bank Capital,
23 one of the two.
24 Q. Either Bank Capital --
25 A. If that was a deposit on a unit, it went to Bank

1 Capital.
2 Q. If it was like an earnest money deposit, it went to
3 Bank Capital; and if it was an investment, it went
4 into First Citizens?
5 A. Correct.
6 Q. Okay.
7 A. Um-hmm.
8 And I have his commission check somewhere, if I
9 just put my hand on it, where we paid him commissions
10 for selling units at Tuscaloosa. And I can get it.
11 Q. The next one is from Floyd Elliott, dated April 10,
12 2005. And I can't tell, how much money did Floyd
13 Elliott put up?
14 A. I'm saying it's 50. I don't recall. I'll have to
15 look it up and see.
16 Q. Does that say which property it was an investment in,
17 whether it was The Spur or Tuscaloosa?
18 Units 411 and 608, is that The Spur, you think?
19 A. I don't know. Let me find out.
20 Q. Okay, if you have something you think you can refer
21 to there?
22 A. Yeah.
23 A. I have a colored chart of The Spur, and it would have
24 his name on it.
25 Q. Let me see if I can help you with that.

1 $50,000 for Unit 411, 34,500 for Unit 608, total
2 84-5, deposited in Carolina First in the lawyer's
3 escrow account.
4 Does that sound right, as deposits, purchase
5 money deposits on units?
6 A. Carolina First?
7 Q. Yes.
8 Because as I understand it, the lender required
9 those moneys go into some escrow account somewhere.
10 Because it was Tuscaloosa, the money couldn't be
11 used?
12 A. Trey Harrell law firm.
13 Q. As I pass these over, let's kind of keep them all
14 together, because we're going to make them an exhibit
15 to this.
16 All right. An investment instrument dated
17 December 31, '06, Bill Stewart, $200,000?
18 A. That's correct.
19 Q. Where would that money have been deposited?
20 A. Unit 613 at Tuscaloosa.
21 Q. Okay.
22 A. And from that 200,000, whatever the ten percent of
23 that unit would be in Bank Capital. Which in turn
24 went to Nexity Bank.
25 Q. This appears to me to be something about Mr. and

1 Mrs. Lovett's arrangement, because I see the name
2 Lovett down there at the bottom. Does that evidence
3 some sort of investment they made?
4 A. Yes.
5 Q. And this one is Terry Don Phillips; I understand that
6 one's been paid off. Is that correct?
7 A. We paid off one of his, maybe two. I can't recall.
8 Oh, Terry Don. I'm thinking about Billy.
9 Yes, it's been paid.
10 Q. Here's one, well, in fact here are two, three, for
11 Brad Scott. I understand they've been paid off?
12 A. That is correct.
13 Q. Here is another one for Roger, Mr. and Mrs. Roger
14 McIntosh, for $250,000, Legends of Blacksburg. And
15 that one also has words relating to a personal
16 guarantee at the bottom?
17 A. It's guaranteed by Palmetto States and its
18 principals, yes.
19 Q. And again you say you had permission from Ron West
20 and Rich Rodriguez?
21 A. Ron signed several of these.
22 Q. Another one with Brad Scott. I understand that's
23 been paid?
24 A. Yes.
25 Q. One for Tony Gibson?

1 A. Gibson. It's paid.
2 Q. That one's paid?
3 A. Um-hmm.
4 Q. One for Earl Williamson?
5 A. That's been paid.
6 Q. Been paid, okay.
7 One for Undra, U-N-D-R-A, Johnson?
8 A. It has not been paid. And I don't really know this
9 gentleman. He's from somewhere in West Virginia;
10 never met him, so I don't really know him.
11 Q. Do you know where the money was deposited?
12 A. Um-hmm, that would be Trey Harrell's.
13 Q. Another one for Undra Johnson?
14 A. I think this may be the same.
15 Yeah, that's the same.
16 Q. All right, one is handwritten and the other one is
17 typed, but it's the same investment?
18 A. Yes.
19 Q. Okay. One for Bill D'Andrea for $46,800. It's not
20 signed. Was that money invested by Mr. D'Andrea?
21 A. I have a note here that it was refunded, check number
22 1328, on 11 of 7, and it's not signed, so I don't,
23 I'd have to, I suspect it was refunded.
24 Q. Another one, which I understand from what you earlier
25 said, is cumulative, is the cumulative number of John

1 and Carol Lovett of $93,000?
2 A. Yes.
3 Q. All right. And another one for the Lovetts, which I
4 assume is part of the $93,000?
5 A. Yes.
6 Q. Is that correct?
7 A. Um-hmm.
8 Q. One for Paul Mahaffey, giving him choices of three
9 different investments; do you recall how much money
10 Mr. Mahaffey put up?
11 A. A hundred.
12 Q. A hundred thousand dollars?
13 And where was that money deposited?
14 A. At First Citizens.
15 And I'm telling you First Citizens or Bank
16 Capital, I can be off. But we can find it, because
17 it's right here.
18 That's a proposal, not a contract.
19 Q. Right, proposal.
20 All right, now, I noticed in going through these
21 investments, that several of these investors lived in
22 other states other than South Carolina. For example,
23 Mr. Mahaffey lives in Maine?
24 A. Um-hmm.
25 Q. Several of them were in West Virginia.

1 Are you, was this security registered?
2 A. No.
3 MR. TALLEY: Object to the form.
4 CONTINUED EXAMINATION BY MR. OLSON:
5 Q. Was this investment registered anywhere? Did you
6 register it with any governmental agency?
7 A. No. Take the Fifth on it.
8 Q. By that, you are saying that you're pleading the
9 Fifth Amendment, refusing to answer on the grounds it
10 may tend to incriminate you?
11 A. Yes.
12 MR. TALLEY: Can we go off the record one
13 second?
14 MR. OLSON: Yes.
15 (Discussion off the record.)
16 CONTINUED EXAMINATION BY MR. OLSON:
17 Q. All right. Now, the moneys from the investors and
18 the moneys from the sale of condominium units and
19 buyers' deposits were deposited in a number of
20 different accounts, and I want to be sure I
21 understand which accounts.
22 The First Citizens account here in Clemson --
23 A. Um-hmm.
24 Q. -- that we subpoenaed and have received copies of all
25 of those account records.

1 Now that account actually was in what name?
2 A. Palmetto Properties or Palmetto State, one of them.
3 Q. All right. And what was Palmetto Properties?
4 A. Same thing as Palmetto State.
5 Q. Was there ever an LLC called Palmetto Properties?
6 A. I don't, I don't recall, I don't know.
7 Q. Did the account at First Citizens that we have copies
8 of records for, and I can tell you was entitled
9 Palmetto Properties, did you operate other business
10 from that account, or simply Palmetto State's
11 business?
12 A. Did not operate another company.
13 I took personal payment out of it for items.
14 Q. Did you pay bills for Clemson Towers out of it?
15 A. Yes.
16 Q. At the time that these investors made their
17 investment, did you tell them that you were going to
18 use their money to pay other bills?
19 A. No.
20 Q. Do you think they would have made the investment, had
21 they known that?
22 A. I don't know.
23 Q. Would you have made the investment, had you known
24 that?
25 A. If I had a guarantee, I probably would.

1 Q. All right. Another account that some of the moneys
2 went into, was the Bank Capital loan account. Is
3 that correct?
4 A. Yes.
5 Q. All right. In seeing, in looking at the First
6 Citizens records, we're seeing that some checks were
7 deposited into Palmetto Bank, into an account at
8 Palmetto Bank. What account would that have been?
9 Did you have any kind of banking relationship --
10 A. Yeah, I have a personal account with Palmetto. And I
11 have, and J & P has an account with them.
12 Q. And do you have today the account numbers of those
13 accounts, do you have that with you today?
14 A. I don't have it with me.
15 Q. Can you furnish the numbers of those accounts?
16 A. Um-hmm.
17 Q. Any account that you have with Palmetto Bank, either
18 with J & P, your name, or any other company that you
19 are also the director of?
20 A. I don't have any of those with me, no.
21 Q. Is there a Palmetto States account at Palmetto Bank,
22 or was there?
23 A. No. Not to my recollection.
24 Q. Is there or was there a Palmetto States account at
25 Regions Bank?

1 A. Yes, there was.
2 Q. Tell me about that account. What was it there for?
3 A. Regions was one of the lenders in the construction
4 loan.
5 Q. Okay.
6 A. And the account was set up with three credit cards,
7 one for me, one for Ron, one for Rich.
8 Q. Okay.
9 A. And to operate our daily businesses, such as
10 gasoline, food, lodging, and so forth, that's where
11 that money come from.
12 Q. All right. Do you have copies of the records of the
13 Regions Bank account, do you have bank records for
14 that?
15 A. Yes, um-hmm.
16 Q. Let me ask you about something that I'm a little
17 puzzled about.
18 One day last week we, we meaning this office,
19 got copies of First Citizens bank account records in
20 response to our discovery request to your lawyer.
21 I'm assuming you furnished your lawyer with
22 those First Citizens account records that were sent
23 over here?
24 A. If I didn't, I will. I think I did.
25 Q. Well, I understand from talking with Greg Cooley, the

1 CPA that we agreed would do an accounting, that he
2 never could get those records from you.
3 Now if that's true, how come your lawyer could
4 and he couldn't?
5 A. I never knew that he wanted them.
6 Q. So if Greg Cooley is telling me that, that he
7 couldn't get those records from you, he's either
8 mistaken or lying?
9 A. I didn't give him the information. I doubt if he's
10 lying. They're available. And I may have them here.
11 Q. Okay.
12 A. And to my recollection, when we opened the
13 construction loan, $9,000 was put in this account;
14 three credit cards were issued, credit cards had the
15 same number on them, and it was for the daily
16 operating expenses.
17 Q. All right.
18 MR. OLSON: Y'all want to take a break?
19 MR. TALLEY: Yes.
20 (Brief recess.)
21 MR. OLSON: Back on the record.
22 CONTINUED EXAMINATION BY MR. OLSON:
23 Q. There are three investments, Mr. Greene, that we
24 can't find the deposits for. One by the D'Andreas
25 dated 12/21/2005, for $48,000; one for Dabo Swinney,

1 July 27th, 2005, for $32,500; and one for, I believe
2 his name is Earl, I may be mistaken, Williamson --
3 A. Williamson.
4 Q. -- of September 7, 2005, for $41,000?
5 A. Um-hmm.
6 Q. For a total of $121,500.
7 They didn't go into the First Citizens account,
8 we know. So what you're telling me is, they went
9 into one of these other accounts?
10 A. I have it right here.
11 Q. Okay.
12 A. Swinney went into Bank Capital, $40,296.
13 Q. Um-hmm?
14 A. D'Andrea, 33,186 into Bank Capital.
15 Q. Okay.
16 A. Who was the other one?
17 Q. Williamson.
18 A. Earl Williamson.
19 I don't have his at Bank Capital. We'll find
20 where it goes.
21 Q. Let's talk about your pay. And I'm going to be
22 referring to documents that your lawyer furnished us,
23 plus some documents that I furnished.
24 Bear with me just a second, I've got to find my
25 documents.

1 Q. First what I want to do is, these are First Citizens
2 banking records that we produced for your lawyer's
3 discovery. And I want to introduce a copy of this as
4 Plaintiff's Exhibit number 2. And I'm going to ask
5 you about several items in there, okay.
6 First of all, can you glance through this and
7 agree with me that these are First Citizens bank
8 records?
9 And incidentally, they are stamped on the lower
10 right of each page, other than the first page which
11 is a reference page, there's a number stamped. And
12 that's our number; that's not a bank number, that's
13 our number. Okay?
14 (Discussion off the record.)
15 CONTINUED EXAMINATION BY MR. OLSON:
16 Q. Can you agree those are First Citizens bank records
17 --
18 A. Yes.
19 Q. -- on the business account called Palmetto Properties
20 that was maintained at First Citizens bank?
21 A. Yes.
22 MR. OLSON: We would move then to introduce it
23 as Plaintiff's Exhibit number 2.
24 (Plaintiff's Exhibit 2 marked for
25 identification, Lamar Greene

1 deposition, 5/12/08, RAM.)
2 CONTINUED EXAMINATION BY MR. OLSON:
3 Q. Now I understand from the response that you've made
4 in your interrogatories, that you thought that you
5 were entitled to a total salary of $435,000, because
6 that would be 43 months and two weeks at $10,000 per
7 month. Is that correct?
8 A. Yes.
9 Q. That salary would have begun, when, March of 2004?
10 A. You're looking at the numbers. That may be, I'm sure
11 that's right.
12 Q. I'm just looking at documents that were produced for
13 you or by you --
14 A. That's when we started work, started work on Palmetto
15 Properties projects.
16 Q. All right. And who made the agreement to pay you
17 $10,000 a month beginning in March of 2004?
18 A. Rich and Ron agreed to pay me 10,000 a month for
19 managing Palmetto Properties.
20 Q. All right. And is that agreement in writing?
21 A. No.
22 Q. Is there any memo of that agreement?
23 A. No.
24 Q. Any --
25 A. Not to my knowledge.

1 Q. And is it not true that at the time the loan was
2 closed for The Spur project through the bank and the
3 banker Davis Arnett, that that is when the salary was
4 to start?
5 A. That's when they started paying me; the salary
6 started way back. I mean we just didn't go to work
7 the day the construction loan was signed.
8 Q. Oh, I understand that. But you didn't actually start
9 drawing a salary until then, did you?
10 A. Not a salary, that's correct.
11 Q. All right. Yet you say now that there was an
12 agreement to pay you a salary beginning in March of
13 2004?
14 A. I don't know the exact month, but I know it was for
15 the entirety of Palmetto State.
16 Q. The 43-and-a-half months?
17 A. I'm thinking it was 42; if it's 43, that's okay.
18 Q. Now, if, when we look at the, at the records, the
19 banking records of Palmetto States, and there was
20 money available to pay you before the bank loan
21 closed, and according to you an agreement that you
22 would be paid, how come you didn't take a salary?
23 A. When we started this project we had $20,000 in the
24 bank. We never generated any income until we started
25 getting deposits and investors putting in.

1 I didn't want to use up the money.
2 Q. Okay. But you had investors' deposits all along
3 there in 2004 and 2005, did you?
4 A. In '4, I don't remember when the first one came in.
5 Q. Okay. And in 2004, how much time each month were you
6 spending on Palmetto States?
7 A. How much time. Three to four days a week.
8 Q. And what were you doing?
9 A. Locating property, chasing zoning requirements, what
10 you had to do to rezone the properties, we did by
11 ourselves, even started negotiating prices.
12 Q. How much time were you spending in 2004 and '5 on
13 Clemson Towers?
14 A. Clemson Towers had been finished seven years, so it
15 would be very little.
16 Q. You acknowledge, though, at a meeting with Davis
17 Arnett, and Ron West maybe by phone, and Rich
18 Rodriguez definitely by phone, it was agreed that the
19 payment of salary would start when the loan was
20 closed?
21 A. From First, from Regions, that is correct.
22 Q. All right.
23 A. Well, we didn't have any other place to get the
24 money.
25 Q. Except for investors; correct?

1 Let me ask you something: If, if it was --
2 A. Excuse me, let me back up.
3 It was not by phone with Davis Arnett at
4 Regions. He sent a thing around and we signed.
5 Q. Right.
6 A. But this was proposed on the deck at my house one
7 night.
8 Q. Now, on what we have previously given to you, or to
9 your lawyer, as being expenses which we did not
10 believe, which the plaintiff did not believe were
11 legitimate expenses for Palmetto States, but rather
12 were direct benefits for you:
13 One, for example, dated February 26, 2005, check
14 number 1020 from the First Citizens account to Barton
15 Builder Spur Cabinet, $4,260. It's on, it's on this
16 list that you have, if he wants to refer to it.
17 We can look at the checks to back it up, if you
18 want to.
19 A. Which one are you talking about now?
20 Q. It's two thirds of the way down the page, February
21 26, 2005.
22 A. I got it.
23 Q. Check number 1020, Barton Builder Spur Cabinet.
24 And Barton Builder is the payee; and the For on
25 the check says Spur Cabinets.

1 A. Right here on this summary.
2 Q. Yes.
3 A. 4260, personal.
4 Q. That's on the summary that you have once this
5 litigation has started.
6 But here's my question: If that was legitimate
7 salary to you, a legitimate benefit, why was it
8 labeled Spur cabinet in the company books?
9 A. I don't know.
10 Q. Well, why, you're the one that wrote the check, you
11 wrote Spur Cabinets on the check, why did you do
12 that?
13 A. Let's see the check.
14 Q. February of '05.
15 A. February 26.
16 Q. February 26.
17 Let me show you, I'm showing you, it's the same
18 item that's in this pile here. This check right here
19 I'm pointing to, check has your signature, you agree
20 you wrote the check, it's your writing on the check?
21 A. I don't believe, I don't think that's my writing
22 right there. It doesn't match the rest of it.
23 Q. You're saying --
24 A. I'm saying I don't recognize my writing there.
25 Q. Okay. And what doesn't look like your writing?

1 A. Spur Cabinet.
2 Q. Spur Cabinet.
3 Well let me ask you, who else, who else could
4 have written it? You wrote the check.
5 A. Well, I had a lady come summarize for taxes in '05.
6 She sat in the house and summarized it, and asked me,
7 when I'd come in, several questions. Could have been
8 mislabeled, it could have been in error.
9 Q. Okay. But you acknowledge now that those, in fact
10 those cabinets were for Clemson Towers; correct?
11 A. I don't know that.
12 Q. They weren't for The Spur, because construction,
13 hadn't even broken ground for The Spur?
14 A. But we shopped for cabinet samples and so forth. But
15 it probably was, but I don't know for certain.
16 Q. Okay. And I'm going to, I don't want to have to ask
17 you this on all of them, because it's going to take
18 us forever to go through it, but I've got to ask on
19 each item in general.
20 But let's say that this item that you now have
21 labeled, after this lawsuit starts, as personal
22 income to you, but shown on the company books as a
23 company expense for Spur cabinets on your tax return
24 for that year, you show this as income?
25 A. I don't know.

1 Q. You're telling me it was salary, that's what this
2 response says?
3 A. Was it shown on my tax return, I don't know.
4 MR. TALLEY: Can we go off the record for a
5 second?
6 MR. OLSON: Yes.
7 (Discussion off the record.)
8 MR. OLSON: What I was going by is, on the
9 response to discovery to you, he shows, or somebody
10 shows that he was eligible to receive $435,000
11 eligible salary, and then they do some accounting and
12 add expenses to it, and he, by this, he's claiming
13 these items were in fact salary?
14 MR. TALLEY: You're missing the first three
15 lines of the document.
16 MR. OLSON: Paid to Lamar Greene, 113,400-some
17 dollars.
18 I mean I don't see where that's not salary.
19 MR. TALLEY: There are checks that have been
20 broken down into three categories.
21 MR. OLSON: Right.
22 MR. TALLEY: That he acknowledges were not
23 company business. That amount was made directly
24 payable to him. That amount was made to J & P
25 Enterprises. And this amount was made to a variety

1 of entities, including the one you're questioning him
2 about right now.
3 MR. OLSON: Okay.
4 MR. TALLEY: The total of that is 467,66-03.
5 Here is where he's trying to calculate what he
6 feels like he should have been paid. And of course
7 we dispute that, you dispute what we say here.
8 MR. OLSON: Sure.
9 MR. TALLEY: This is that total.
10 MR. OLSON: Okay.
11 MR. TALLEY: So this is not salary. I just want
12 to be clear on that.
13 MR. OLSON: Let me start over on my question.
14 CONTINUED EXAMINATION BY MR. OLSON:
15 Q. If this, if this Spur cabinet for $4260 is actually a
16 personal benefit to Lamar Greene, not a Spur expense,
17 then you would agree it would be income to Lamar
18 Greene?
19 A. No.
20 Q. Why would it not be?
21 A. Because it might be expenses against whatever, 4300.
22 Q. Let's go to another item then.
23 A. Okay.
24 Q. When we go to February of, 10th of '05, a check,
25 check number 1123, this is on the second page, about

1 halfway down on the second page of what I furnished
2 to your lawyer, Tom James Engineering Spur, $2691.
3 You agree that Tom James is actually the
4 clothier in South Carolina?
5 A. That's correct.
6 Q. And you bought clothes, and it was labeled, in the
7 company records under your care, to be an engineering
8 expense for The Spur?
9 A. Let's see the signature on that.
10 What month --
11 Q. 11/10/2005, check number 1123.
12 A. That's November '05?
13 Q. November '05, check number 1123.
14 Where my finger is right there.
15 A. That is my writing there.
16 Q. That is your writing?
17 A. Yes.
18 Q. All right. So my question is the same: If this was
19 actually money that you were entitled to get somehow
20 under your agreement with Rich Rodriguez and Ron
21 West, why does it say Engineering Tuscaloosa for Tom
22 James, your clothier?
23 A. I don't know why.
24 Q. But you're the one that wrote the check?
25 A. Yes, I am.

1 Q. And there, in fact it's not just one check to Tom
2 James Engineering Spur, there are numerous checks
3 throughout these records that are labeled the same
4 way; is that not correct?
5 A. Yes, it is. That's correct.
6 Q. And so it's not a mistake, wouldn't you agree that it
7 wasn't an accident that they're all labeled
8 Engineering Spur to your clothes store; that didn't
9 happen once, it happened every time you wrote a
10 check?
11 A. What was the question now?
12 Q. It wasn't an accident; it was intentionally labeled
13 by you, Engineering for Tuscaloosa, when in fact it
14 was to your clothes store?
15 A. That's exactly right.
16 When you sit down and go through these, I don't
17 know, I cannot call up a lot of names, at that
18 particular time, until I get the records and chase it
19 down.
20 Q. Tell me what a legitimate business purpose is to go
21 buy yourself a suit of clothes, with company money,
22 investor money, and label it Engineering for
23 Tuscaloosa? What legitimate --
24 A. None.
25 Q. Okay. And since it was a clothing expense that

1 benefitted you personally, did you declare that to be
2 income on your 2005 tax return?
3 A. I'd have to look and see. I don't know. I don't do
4 the tax returns.
5 Q. You and I both know you didn't?
6 MR. TALLEY: Object to the form.
7 CONTINUED EXAMINATION BY MR. OLSON:
8 Q. I mean there's no reason to kid around, because I'm
9 going to get your records.
10 A. That's fine.
11 Q. And if it was a personal benefit to you, and it was
12 approved by Ron and Rich Rodriguez, how come you
13 didn't show it as income, if in fact you didn't on
14 your tax return?
15 A. I don't know why it's not income. I just know now it
16 balances out in here.
17 Q. All right. If you'll look back at an exhibit that
18 we're going down, and I might as well introduce it as
19 Plaintiff's Exhibit number 3. You have a copy in
20 front of you.
21 MR. TALLEY: May I see that? There are a couple
22 of different versions of it.
23 MR. OLSON: That's the one I sent you. Here's
24 another copy of it, if you need to follow along with
25 it.

1 I'm introducing this as being a summary of the
2 financial records, so that we don't have to pull out
3 each one.
4 If he wants to pull out each one, we'll be happy
5 to do it, but it's a compilation of checks.
6 Plaintiff's Exhibit number 3.
7 (Plaintiff's Exhibit 3 marked for
8 identification, Lamar Greene
9 deposition, 5/12/08, RAM.)
10 CONTINUED EXAMINATION BY MR. OLSON:
11 Q. And let's just go through this item by item. And
12 then after we go through it item by item, if you want
13 to pull out individual checks, I'll be happy to. But
14 let's go through it item by item.
15 The first item on it, January 4, 2005, check
16 number 1001, that's the first check that was written
17 out of the company account; correct?
18 A. Correct.
19 Q. And it was made payable to Clemson Towers for $4000,
20 and it didn't have one single thing to do with
21 company business, did it?
22 A. That's correct.
23 Well, no, no it did not.
24 Q. Then check number 1005 is also made to Clemson Towers
25 for $3000; didn't have anything to do with company

1 business; correct?
2 A. I think that showed 5000.
3 Q. I may have it mislabeled. See if we can find the
4 check.
5 MR. TALLEY: Is it December?
6 MR. OLSON: It's January 2005, check number
7 1005.
8 CONTINUED EXAMINATION BY MR. OLSON:
9 Q. We show it as 3000, right here.
10 A. I show it as 5.
11 Q. Okay, but then you agree that the copy of the check
12 is 3000?
13 A. Yes.
14 Q. But again --
15 A. What's the note on the bottom of that check?
16 Q. It may say Salary. I don't know what it says.
17 A. I think that's what it says.
18 Q. Salary.
19 And so again my question is, since it was
20 salary, that would be included in your 2005 income
21 tax return?
22 A. Yes, um-hmm.
23 Q. Check number 1007, dated January 25, 2005, J & P
24 Enterprise loan for $2500.
25 Did that have anything to do with Palmetto

1 States business, loaning money to J & P Enterprise?
2 A. No.
3 Q. And the next two items, the same thing?
4 A. Correct.
5 Q. And Rich Rodriguez and Ron West never authorized
6 those loans?
7 A. Oh, no. They didn't authorize any loans, any
8 expenses that I incurred.
9 Q. Okay. Check number 1010, dated February 3rd, 2005,
10 Clemson Towers, $8000. Again, not company business;
11 correct?
12 A. That's right. Personal.
13 Q. Check number 1011, Carolina First, Spur interest?
14 A. That's an application for a loan, construction loan.
15 Q. At Carolina First?
16 A. Yes.
17 Q. All right. So you're saying that was company
18 business?
19 A. Yes.
20 Q. All right. Check 1012, Clemson Towers, $4000. Same
21 answers as the other ones; correct?
22 A. Personal. Yeah.
23 Q. The next two items: J & P Enterprise loan for $2450
24 and $2000, loans to J & P, which were not company
25 business; correct?

1 A. Correct.
2 Q. Mike Rogers, Labor Spur. That was Clemson Towers,
3 correct? Because Spur hadn't even been started?
4 A. Construction hadn't started. But he made several
5 trips with me to do something at that site.
6 Personal, we'll call it personal.
7 Q. Danny Cain, next check, $500, check number 1013,
8 $500, Labor Spur?
9 A. He drove me to Spur all the time, he was my
10 chauffeur, or drove while I did work, whatever.
11 Q. So you're saying that was a legitimate expense?
12 A. Yes.
13 Q. Who is Danny Cain?
14 A. He lives in Gaffney, and --
15 Q. Okay.
16 A. -- has worked for me on and off for a long time.
17 Q. Okay. He wasn't working on Clemson Towers?
18 A. He didn't do any work there. He did yard maintenance
19 and stuff after the building was completed, we had a
20 maintenance contracts.
21 Q. And how about Mike Rogers, did he --
22 A. Mike didn't drive me; he, he did work.
23 Q. Did he work at Clemson Towers?
24 A. Yes.
25 Q. Okay. Next item I want to ask you about, I'm

1 skipping an item, is check number 1019, dated
2 February 22, 2005, Lowes Unit 202, Spur, $3814. What
3 was that?
4 A. What was the check number?
5 Q. Check number 1019.
6 A. I don't have a 1019 on this list.
7 Q. (Handing document.) Right where my thumb is.
8 A. (Witness reviewing document.)
9 That's personal.
10 Q. That's personal. Okay.
11 Why would it be, why would it be labeled Unit
12 202 Spur if it was personal?
13 A. When you go through them in a hurry, time, at the end
14 of the year, and that was written in after the thing,
15 looks like, you make mistakes.
16 Q. Okay. It was not written incorrectly to deceive the
17 other members of the LLC, was it?
18 A. I would not deceive them, no.
19 Q. Item, we've already talked about item 1020 before,
20 we're not going to go over it again.
21 Item 1017 Star Granite, Spur, Unit 502, $2100.
22 You agree that you're not buying granite for --
23 correct?
24 A. We were buying granite; I can't say where it went.
25 Q. Wouldn't have gone to The Spur --

1 A. That's why I'm saying personal. Because we weren't
2 building.
3 Q. I mean you don't buy granite before a building
4 starts?
5 A. That's right.
6 Q. Item 1023, C. H. Martin Engineering, Spur, $2000.
7 Who is C. H. Martin?
8 A. C. H. Martin is a, not site preparation, but puts in
9 the understructure. Lives over here in Anderson.
10 And Trehel referred me to him. And he took the plans
11 and looked at pricing on water lines and drain lines,
12 sewer lines, fire protection lines.
13 Q. For The Spur?
14 A. For The Spur.
15 Q. Okay.
16 A. And he said: I will review the things for $2000, and
17 he up and died. So he would have gotten a contract,
18 but he up and died.
19 Q. And that's when you got a new engineer?
20 A. Griffin took care of it. I was going to take it out
21 of the contract.
22 Q. Check number 1024, J & P Enterprises, Spur land,
23 $15,500, what's that?
24 A. Personal.
25 Q. And again, why is it labeled Spur land, if it was

1 personal?
2 Mistake?
3 A. Yes. Yeah.
4 Q. I'm not going to ask you about Danny Cain.
5 Lew Jordon, Spur land, $5,657, what was that?
6 A. Paid him for finding a, help finding a property at
7 Columbia.
8 And he also got another check for 30,000, I
9 think it was, from the cooperating realtor.
10 Q. Some sort of commission split?
11 A. Yeah.
12 Q. And so you're saying that --
13 A. I paid him $5,657.
14 Q. And that was not from money you owed him from Clemson
15 Towers?
16 A. No.
17 Q. Okay. All right, we've already talked about, I
18 flipped the page to page 2, check number 1049, Tom
19 James Engineering Spur, we've already talked about
20 that.
21 Next item, item 1036, DCI, $924?
22 A. DIC, that was Spur windbreaker jackets. DIC is the
23 company that made them or sold them or whatever.
24 Q. Check 1037, J & P Enterprises, travel, $1000; what's
25 that?

1 A. Travel, expenses for traveling for....
2 Q. Why would the check be written to J & P?
3 A. Because they're paying my expenses.
4 Q. Okay. And this was reimbursing J & P Enterprises for
5 business trips you took on behalf of The Spur or
6 Tuscaloosa or somewhere?
7 A. Yes.
8 Q. Check 1038, Clemson Towers Homeowners Association?
9 A. Yes, sir.
10 Q. You agree that's not business?
11 A. No, sir, I do not agree to that.
12 Q. That's a Clemson Towers Homeowners Association?
13 A. No, sir, that's Ron West. It's in his, Ron got
14 several loans, and all I got to do is get the check.
15 That was his homeowners dues for Unit 103. He
16 asked that we pay them.
17 Q. At Clemson Towers?
18 A. Yes.
19 Q. But I mean it's not company business?
20 A. No, no, it was a loan to Ron. And I got all those
21 checks somewhere, if I can just put my hand on them.
22 Q. Okay. I'm not disputing you, I'm just trying to find
23 out what your version of this is, that's all.
24 A. Okay, loan to Ron West.
25 Q. Okay. Check number 1043, Page, Scranton, et cetera,

1 legal, $135?
2 A. That's something to do with Griffin looking at the
3 documents and....
4 Q. Check number 1039, Miss Teen Pageant, $300?
5 A. That's an advertisement in that magazine for '05.
6 Q. For The Spur?
7 A. Yes.
8 And I can furnish a copy of the advertisement.
9 Q. Okay.
10 A. Now I did have a granddaughter in that, that I was
11 very proud of. And she asked if we could make a, I
12 thought it was a damn good idea, because it put The
13 Spur in front of a lot of people.
14 Q. There's a debit on January -- excuse me -- June 2nd,
15 2005, to NCMC Mortgage for $1361. What was that?
16 A. I tried to trace that down. And I don't know what it
17 is, but it was drafted from First Citizens.
18 Q. Okay.
19 A. And I don't have privilege to the records now.
20 I think that could be a draft, we had loans in
21 West Virginia, we had them in Greenville, I don't
22 know, that's a draft down there, I don't know where
23 it went.
24 Q. But it's not your personal mortgage?
25 A. No.

1 Q. Another one to Barton Builders, check number 1046 for
2 Spur cabinets; you agree that's the same as the
3 others?
4 A. Yes.
5 Q. All right. We're going to get to this in full in a
6 few minutes, but Al Bell, Consulting Agreement, where
7 did the money to pay Al Bell come from?
8 A. It came from a personal account.
9 Q. Okay.
10 A. Let me give you a little background on this.
11 When we started this business, we each put up
12 $10,000.
13 Q. Each, you, Ron and Rich?
14 A. Had 30,000 in the bank.
15 My job was to go find construction financing,
16 financing for the land.
17 I went to Palmetto Bank, Wachovia, another bank.
18 And you tell them, they want to know what the assets
19 are, and you tell them, they don't want to listen to
20 you. Just shut the door.
21 Al Bell, who I've known for a number of years,
22 is on the board of directors at Carolina First and
23 National Bank of South Carolina. He got an
24 appointment and went with me first to Carolina First.
25 Q. Where he's on the board of directors?

1 A. Yes.

2 The president sent us to Columbia, said
3 condominium loans are handled out of that.

4 You saw a check in here for $800 for a loan
5 application, Carolina First. I'm sure they would
6 have financed it, if we had waited on them.

7 We went to NBSC in Greenville. Met with the
8 president. And within two days we had a commitment
9 for the loan.

10 We actually signed that loan and took it down
11 within ten days. So we had our construction loan.
12 The thing that we did not have, was financing for the
13 land. We didn't have a way to pay for it.

14 During this time Regions contacted us. Now I
15 don't think he had any contact with Regions, but the
16 word gets out among banks who is trying to borrow
17 money.

18 They asked if they could enter into it and make
19 a proposal. Their proposal was the best. We already
20 had the loan at NBSC. When you added up all the
21 numbers, it was more economical to go with Regions,
22 so that's where I went, with Regions.

23 But Al opened the doors for us to get the loan
24 that gave us a little bargaining power.

25 Q. And for that he was paid --

1 A. Hundred thousand.
2 Q. But all totaled, he's been paid 180,000 bucks?
3 A. And he had two units that he put a deposit up on at
4 The Spur. And his units were 612 and 613.
5 And he told me, I thought we'd have to get three
6 loans; we got the first one, we agreed to pay him a
7 hundred thousand, and started paying him 5000 a month
8 return on his two units. And you see that we don't
9 owe him any money now, that was paid.
10 Q. So am I understanding this right, for $100,000, he
11 was to use his influence as a director of Carolina
12 First to talk Carolina First into getting you a loan?
13 A. And NBSC.
14 Q. And what was his connection to NBSC?
15 A. On the board of directors.
16 Q. And did the board of directors know that you paid him
17 $100,000?
18 A. Um-um. He just went to them, we sat down with the
19 president of them, explained to him what we needed,
20 and he agreed to do it. Al says, I recommend them.
21 Q. But you ended up getting the loan from BB&T?
22 A. Regions.
23 Q. Excuse me. From Regions.
24 So the net effect was, you didn't, $100,000 with
25 Al Bell didn't really benefit you anyway?

1 A. Yes, it did. We had a loan in place, NBSC.
2 Q. But you didn't close that?
3 A. Yes, we did.
4 Q. You closed --
5 A. Closed at NBSC, yes, sir.
6 Q. And then got a better deal somewhere else?
7 A. Yes.
8 Q. And does, where would the closing documents for that
9 first loan be, copies of them?
10 A. I probably have them somewhere in my file. If we
11 don't, we can go to NBSC and get them.
12 Q. All right. I'm going to come back to that in a few
13 minutes.
14 A. So I paid him 83,000 out of my personal funds to get
15 a loan.
16 Q. Okay.
17 A. That is somewhat of a comfort factor. We got the
18 financing. We would not have gotten it without him.
19 Recommended us.
20 Q. And at the time that you were getting the loan
21 through Davis Arnett, in fact a discussion was held
22 between you, Davis Arnett, Rich Rodriguez by
23 telephone, and Ron West either by phone or in person,
24 I'm not sure, in which that consulting agreement for
25 Al Bell was proposed. And both Rich Rodriguez and

1 Ron West, in front of the banker, said: We do not
2 agree with that?
3 A. I don't recall that.
4 What we did do at the South Carolina Teen
5 Pageant, playing golf, Rich called me and said: Can
6 Al delay his payment to the end of the project. He
7 asked me if I could get him to delay it.
8 I said: I think I can, I will go and see. And
9 that's when I wound up paying him myself.
10 Q. But you --
11 A. I don't recall that, I don't recall that talk.
12 Q. All right. But if Davis Arnett does, then he's
13 either lying or mistaken?
14 A. Yes. One of those two. And I doubt if he's lying.
15 Q. Check number 1122, Gary Elder, loan repayment?
16 A. I don't know, I don't know what that is.
17 Q. Was that a -- you don't know whether that was --
18 because he was an investor in Clemson Towers as well,
19 wasn't he?
20 A. He bought a unit there.
21 Q. You don't know whether the payment to Gary Elder was
22 for investment in this deal or Clemson Towers?
23 A. I do not recall.
24 Q. Same story on the next item, 1123, Tom James
25 Engineering, Spur, for $691?

1 A. We've gone through that, 1123?
2 Q. 1123.
3 A. I don't see that.
4 MR. OLSON: Can you pull that check, a check
5 dated November 10, 2005, check number 1123.
6 BY THE WITNESS:
7 A. What's the amount? I just don't have it listed
8 there.
9 Q. We have it mislabeled, we have it labeled Engineering
10 Spur; actually it says Engineering Tuscaloosa.
11 A. Tuscaloosa didn't exist then, I don't think.
12 Q. Is what the payment is for Engineering Tuscaloosa, is
13 that your handwriting or somebody else's?
14 A. That looks like mine.
15 Q. All right. Check number 1128, Al Bell's debt
16 repayment. What debt is that, $10,000?
17 A. Ten thousand onto the 83 made that 93,000 that he'd
18 been paid.
19 Q. Okay. Check number 1126 and 1127, $2200 to West
20 Virginia University Athletic Club. What's that got
21 to do with Palmetto States business?
22 A. Well, it doesn't really have much. That's a fund
23 that Rich has for playing, that's donations for, to
24 finance his air travel. And he asked, said, Why
25 don't you join this.

1 Q. Rich said that?
2 A. Um-hmm.
3 Q. Check number 1139, Grading Company, $1500?
4 A. I don't know what that is. But I'd list it as
5 personal.
6 Q. Back on the MAC club donations, did Rich know it came
7 from Palmetto?
8 A. Yes, he did, because one of the, one of the two
9 memberships were in Palmetto's name.
10 Q. Okay. Check number 1159, Tom James engineering
11 again, $2139, same story?
12 A. Yes.
13 Q. Check number 1144, couldn't read the check, something
14 Grass Tuscaloosa, $2000?
15 A. Shoreline restoration, I think is what it was, and
16 that's personal.
17 Q. Personal?
18 A. Um-hmm.
19 Q. Check 1153, Mike Huizinga, Orlando air travel, $2900?
20 A. To Orlando?
21 Q. Um-hmm.
22 A. I have it listed here as personal. But came back to
23 Atlanta to a ball game and met with Rich, but I'll
24 list it as personal.
25 Q. Okay. Check 1154, $3000 to Regions Bank. What is

1 that?
2 A. That was money, $3000, transferred from First
3 Citizens into that credit card account that I
4 mentioned, so we'd have money to operate. It started
5 with I think $9,000.
6 Q. Okay. Check number 1157, Ramon Arech, labor for
7 Spur, $504?
8 A. This was to do the, took the landscaping,
9 irrigation, and one other item out of Griffin's
10 contract. And this is where we started doing the
11 work ourselves.
12 Q. Okay. Following check, 1158, labor Spur, $240?
13 A. 240?
14 Q. Um-hmm.
15 A. Yeah.
16 Q. That was for labor on The Spur?
17 A. On the irrigation system, yes, sir.
18 Q. Next item, 1183, is labor on The Spur of $208; that's
19 the same deal?
20 A. Yes, sir.
21 Q. 1184, H.C. Labor Spur; same deal?
22 A. What check number?
23 Q. Check number 1184. Says: H.C. labor Spur.
24 A. 1183.
25 I don't have that.

1 MR. OLSON: Pull that check for me, check number
2 1184, dated January 29, 2006.
3 CONTINUED EXAMINATION BY MR. OLSON:
4 Q. I can't read the check. It's where my thumb is up
5 there?
6 A. Damned if I can read it either. How much is it?
7 Q. It's 160 bucks.
8 Let me ask you this, why are you putting
9 irrigation in The Spur at this time when they're not
10 under roof yet?
11 A. You get the pipes down, you know, before you start
12 paving, for sure.
13 MR. OLSON: All right. Let me ask y'all, it's
14 12:15, do you want to stop for a quick lunch?
15 (Lunch recess at 12:15 p.m. until
16 1:00 p.m. of this same date.)
17
18
19
20
21
22
23
24
25

1 A F T E R N O O N S E S S I O N (1:00 p.m.)
2 C. LAMAR GREENE, PREVIOUSLY DULY SWORN, TESTIFIED FURTHER AS
3 FOLLOWS:
4 MR. OLSON: I'm going to kind of interrupt the
5 flow of this thing, of going through these item by
6 item, because it occurred to me at lunch, probably
7 ought to do Gaston Engineering because of Ed Smith
8 being here for Gaston Engineering. And Gaston
9 Engineering may choose not to come to the remainder
10 of this deposition.
11 So I thought we'd just go ahead and get my
12 questions about it out of the way, and then whatever
13 questions you have.
14 MR. SMITH: All right.
15 MR. OLSON: I'm going to come back to the check
16 numbers item by item, but we're going to talk about
17 Gaston Engineering.
18 CONTINUED EXAMINATION BY MR. OLSON:
19 Q. Okay, Mr. Greene, Gaston Engineering, Inc., got its
20 address as P.O. Box 977, Gastonia, 28053.
21 Any companies that you are involved in, do they
22 get their mail at that same address?
23 A. You're asking me?
24 Q. Yes.
25 A. Not now. I did.

1 Q. You did?
2 A. Yes.
3 Q. And when did it change?
4 A. Year and a half ago, something like that, year ago.
5 Q. At one time the telephone number for Gaston
6 Engineering, if you called it, it was answered J --
7 A. J & P.
8 Q. -- & P Enterprises. Why is that?
9 A. Only one line in.
10 Q. And --
11 A. Gaston Engineering was, nobody was ever there really,
12 except occasionally. They done review work on
13 prints, plans, this type stuff, and went out in the
14 field.
15 They had an office in J & P, or room. We had
16 one phone line, and it was answered J & P.
17 Q. And who owns Gaston Engineering, Inc.?
18 A. I don't know who really owned that.
19 But I do know that I saw, somebody showed me
20 something on the internet that I was president of it.
21 I have two companies, or I've had two companies;
22 I don't have anything on the internet, I don't know
23 how the hell it got on. I guess anybody could put
24 something on the internet.
25 Q. So you're telling me that you are not a shareholder,

1 officer, or director of Gaston Engineering, and you
2 never were?
3 A. That's right.
4 Q. And is your son, Jeff, a shareholder, director, or --
5 A. Not to my knowledge.
6 Q. All right. Who do you deal with that came and used
7 your office space or building space at J & P?
8 A. Rob Galloway.
9 Q. Rob --
10 A. Robert Galloway.
11 Q. And is he a registered engineer?
12 A. No. Not, I say no, I don't think so.
13 Q. Who is, do you know what his position with Gaston
14 Engineering, Inc. is?
15 A. He just did the work. Evaluation, inspection, and so
16 forth.
17 Q. If I did a record search for North and South Carolina
18 of corporate records, and I couldn't find any
19 corporate records for a company named Gaston
20 Engineering, Inc., do you know why that would be?
21 A. Probably wasn't registered.
22 Q. Now, Gaston Engineering was paid $187,500 for, quote,
23 "Value engineering at the Legends of Tuscaloosa"; is
24 that correct?
25 A. Yes.

1 Q. And when you look at the checks made payable to
2 Gaston Engineering, for those invoices, they were
3 endorsed by Lamar Greene?
4 A. Yes.
5 Q. Now, if Lamar Greene doesn't have anything to do with
6 Gaston Engineering, Inc., why is Lamar Greene
7 endorsing checks made payable to Gaston Engineering?
8 A. They did two jobs for Palmetto States, reviewing
9 plans, documents, making recommendations.
10 One was eleven, 17,000, another one was 20,000
11 on the invoice.
12 $150,000 invoice was to, I asked that Rob give
13 me an invoice for 150,000, and that money was used to
14 pay bonuses, 50 to Rich, 50 to Ron, 30 to me.
15 Q. So what was the purpose, I mean, so you're saying
16 that that invoice of $150,000 was a false invoice?
17 A. Yes.
18 Q. And it was submitted to a federally insured bank to
19 make a loan draw?
20 A. That's correct.
21 Q. And at the time you submitted it, you knew it was
22 false?
23 A. Yes.
24 Q. And as a matter of fact, to enable that invoice to be
25 paid, the construction contract for the Tuscaloosa

1 project was altered, and $150,000 of flooring was
2 taken from the contract in order to substitute
3 $150,000 --
4 A. I don't know that.
5 Q. You don't know that? Are you familiar with the
6 change orders to the contract?
7 A. Not really.
8 Q. Do you know whether you signed the change orders to
9 the contract?
10 A. Any change orders I had to have signed, along with
11 several other people.
12 Q. Did Ron West and Rich Rodriguez know about the
13 $150,000 --
14 A. Yes, sir.
15 Q. -- Gaston Engineering invoice?
16 A. They knew that, when we met, Ron and I met and with
17 Rich on the phone, Ron asked if we could get a
18 hundred thousand dollar bonus payment.
19 My reply, we don't have that kind of money to
20 get ahold to. We can get it, maybe 50,000. So we
21 decided to get 150,000.
22 Q. And so Rich Rodriguez and Ron West knew that an
23 invoice that was false was going to be created and
24 submitted to the bank to get $150,000?
25 A. Yes. Ron did for sure.

1 Q. And what, maybe not Rich?
2 A. He was so far removed, I couldn't say whether he was
3 or not.
4 Q. Are you aware of any loan requirement that the bank
5 had on the Tuscaloosa loan, that the developer could
6 not be a contractor or subcontractor on the project?
7 A. I don't know.
8 Q. Going back to the change orders, are you saying you
9 are aware or you're unaware that $150,000 in flooring
10 was taken off of the original contract so that the
11 $150,000 value engineering could be added in?
12 A. No, I don't know that.
13 Q. And you would agree that you may in fact have signed
14 change orders to the contract that did exactly what I
15 just asked you, took the flooring out at 150,000 and
16 put value engineering in for 150,000?
17 A. I don't know that. I signed every change order.
18 Q. Let me show you these AIA documents. And I want to
19 represent to you, I think this is correct, these are
20 the documents that we got in response to our
21 discovery from you last week.
22 Can you recognize these as copies of the change
23 orders?
24 A. (Witness reviewing documents.)
25 These are all the change orders that came

1 through?
2 Q. I believe I handed them all to you, yes. They should
3 be numbered 1 through 9.
4 A. What are you asking me? I don't understand.
5 Q. I'm asking you if you can recognize these as being
6 the change orders for the Tuscaloosa project?
7 A. These are change orders on Tuscaloosa.
8 Q. For the Tuscaloosa project, okay.
9 MR. OLSON: We'll mark these as Plaintiff's
10 Exhibit 4.
11 (Plaintiff's Exhibit 4 marked for
12 identification, Lamar Greene
13 deposition, 5/12/08, RAM.)
14 BY THE WITNESS:
15 A. Let me comment on the change order.
16 Q. Okay.
17 A. Most of the change orders, after we got started and
18 were having prospective buyers coming, we had a
19 base-base package, carpet, solid surface cabinet tops
20 and a grade of cabinets; and then we had upgrade
21 packages.
22 And a realtor then selling said, Why don't you
23 just, you need to change your base package because
24 the competition in town supplies this, hardwood floor
25 and stainless stuff and granite.

1 And that change orders involved a bunch of those
2 items.
3 Q. Let me ask you about Plaintiff's Exhibit number 4.
4 I'm going to hand you what is marked, is Change Order
5 number 1. Did you sign that?
6 A. Yes, I did.
7 Q. And what was the reason for that change order?
8 A. I can't read it. I can't read it.
9 Q. Okay.
10 A. I see 150,000 out here.
11 Q. Okay.
12 A. I don't know what it was labeled as.
13 Q. All right. Would you agree that that's when Gaston
14 Engineering was inserted at $150,000, and floor
15 finishes deleted at 150,000, with the net change
16 being zero?
17 A. I don't, I don't know.
18 Q. Okay. Change Order number 3.
19 Excuse me. Hang on just a second.
20 All right. I'm having difficulty putting my
21 hands on them, but would you disagree that Change
22 Order number 6 added wood floors, crown molding in
23 for a total change increase of $187,000?
24 A. Yeah.
25 Q. And 150 of that increase was the same 150 that was

1 taken out?
2 A. No, that's not correct.
3 Q. How is it different?
4 A. The crown molding and stuff were put in the units,
5 crown molding.
6 Q. No, but I'm saying the wood floors part of that
7 invoice is $150,000?
8 A. We replaced carpet with wood flooring.
9 Q. And that was the same floor finishes that were taken
10 out when Gaston Engineering was put in?
11 A. I don't know.
12 Q. Would you agree that the net effect of the Gaston
13 Engineering invoices increased the budget for the
14 Tuscaloosa project for $187,000, by $187,000?
15 A. How much?
16 Q. $187,000.
17 A. Yeah, that would be right.
18 Q. And the person at Gaston Engineering, you said, was a
19 Mr. Galloway?
20 A. Um-hmm.
21 Q. He knew you did this?
22 A. Yes, he did.
23 Q. And he okayed you submitting a false invoice in the
24 name of his company?
25 A. Yes.

1 Q. And he okayed you endorsing payments made to Gaston
2 Engineering yourself for deposit?
3 A. Yes.
4 Q. Was a construction draw for The Spur project ever
5 made in the name of Gaston Engineering?
6 A. No.
7 Q. Did Gaston Engineering ever do any work on The Spur
8 project?
9 A. No, not to my -- no.
10 Q. And tell me what work did Gaston Engineering actually
11 do on the Tuscaloosa project?
12 A. They didn't do anything on the site. They reviewed
13 the plans, made recommendations to me.
14 Q. And did they ever have any physical work product, any
15 piece of paper that says, We recommend you do this,
16 or any engineering drawing?
17 A. Yeah, yeah, I've gotten, they didn't do engineering
18 drawing, but I've got recommendations.
19 Q. From them?
20 A. Um-hmm.
21 Q. I don't quite understand why, when you have an
22 architect that you're paying and you have a general
23 contractor, why you're consulting with a company that
24 has the same phone number and physical address that
25 you have and allows you to submit false invoices and

1 endorse their checks, why would you have them do work
2 for you?
3 A. They did work.
4 Q. Why would you have them?
5 A. You know, what was the construction loan down there,
6 18 million, 21 million, you need, you need all the
7 eyes and recommendations you can get, in my opinion,
8 to look at....
9 Q. Okay. And the experience, do you know what
10 Mr. Galloway's experience in construction is?
11 A. He's been in it probably most of his life.
12 Q. In construction?
13 A. Yeah.
14 Q. Did he save you any money?
15 A. Yeah, he did.
16 Q. What did he save you money on?
17 A. On the type sheet rock that went in the building.
18 Different crown molding.
19 Q. Did the contractor's principals, Dwight Morgan, did
20 he ever have any dealings with Mr. Galloway?
21 A. No, sir. Not to my knowledge.
22 Q. Did Mr. Morgan know that the invoice for $150,000 was
23 a false invoice?
24 A. I don't know.
25 Q. The invoice prepared for Gaston Engineering for

1 $150,000, who was it prepared by, who physically
2 prepared it?
3 A. I don't know who typed that up.
4 Q. Anybody at J & P?
5 A. I don't, I don't know if they did.
6 Q. Did Mr. Galloway give you invoices with his firm's
7 letterhead on them, to enable you to prepare
8 invoices, or did he prepare it himself?
9 A. I never prepared an invoice.
10 Q. You didn't prepare an invoice?
11 A. Um-um.
12 Q. So your answer was, you don't know who did, whether
13 Mr. Galloway did or whether maybe somebody at J & P
14 did?
15 A. I don't know.
16 Q. All right. Let me show you this Work performed,
17 again I got it in response to discovery; what, who
18 prepared that?
19 A. I don't know who prepared that. My name's up here
20 where it's faxed; I done something.
21 Might have sent that to the bank or the
22 architect, one, I don't know which.
23 MR. OLSON: Move to introduce this as Exhibit
24 number, Plaintiff's Exhibit number 5.
25 (Plaintiff's Exhibit 5 marked for

1 identification, Lamar Greene
2 deposition, 5/12/08, RAM.)
3 CONTINUED EXAMINATION BY MR. OLSON:
4 Q. You know, without being repetitive, here's what I
5 don't, here's what I don't understand, I want you to
6 explain it to me.
7 Why does a company, Gaston Engineering, with
8 whom you have no relationship except you're a
9 customer, I mean you're not a shareholder, director
10 or officer, employee, why do they furnish you with a
11 false invoice, or allow you to use their invoices and
12 prepare a false invoice, submit it for a job they
13 know they didn't do any work on, or didn't do that
14 work on, allow the payment to be made, and you to
15 endorse the check?
16 I mean I can't, I can't imagine the
17 circumstances under which any --
18 MR. TALLEY: Hold on. I've been very, very
19 lenient today. You know I have.
20 MR. OLSON: Okay.
21 MR. TALLEY: So hold your --
22 CONTINUED EXAMINATION BY MR. OLSON:
23 Q. Can you explain that to me?
24 A. No.
25 Q. Did you give Gaston Engineering any of the $150,000?

1 A. No, not the 150, no.
2 Q. Two invoices here from Gaston Engineering, one for
3 17-5 for Tuscaloosa, and one for $20,000 for
4 Tuscaloosa, and this was, you stated that this was
5 work that was done; is that correct?
6 A. Analysis of the prints, and so forth.
7 Q. Right, I mean the $20,000 invoice they actually did
8 something for?
9 A. Yes.
10 Q. And the $17,000 invoice they did something for?
11 A. Yes.
12 Q. And when they paid, when these invoices were paid by
13 the contractor -- I want you to look at -- tell me
14 who endorsed the checks for Gaston Engineering?
15 A. I cashed them and gave Rob the cash.
16 Q. And he allows you to cash his checks?
17 A. Oh, yes. He does these two, three.
18 Q. Why would he do that?
19 A. He had a problem with IRS, he didn't want to show any
20 income on two.
21 MR. OLSON: Move to introduce this as number 6.
22 (Plaintiff's Exhibit 6 marked for
23 identification, Lamar Greene
24 deposition, 5/12/08, RAM.)
25 CONTINUED EXAMINATION BY MR. OLSON:

1 Q. Did you ever have a conversation with Ted Talmadge,
2 the architect, that you were going to give him
3 invoices for Gaston Engineering on The Spur project,
4 and suggest that he pay those invoices to you?
5 A. To Ted Talmadge?
6 Q. Yes.
7 A. No.
8 Q. Was that draw from the Regions construction loan for
9 $21,000 paid to Gaston Engineering on October 24th,
10 2006, and deposited in the First Citizens account?
11 A. Say that again now?
12 Q. Was there a $21,000 invoice paid by Regions on the
13 construction draw for The Spur project to Gaston
14 Engineering, and deposited in the First Citizens
15 account?
16 A. I don't recall that.
17 MR. OLSON: I don't have any other questions
18 about that, about Gaston.
19 MR. SMITH: And I don't think I'm going to ask
20 any at this time. So you can go ahead.
21 MR. OLSON: Okay. All right.
22 (Discussion off the record.)
23 CONTINUED EXAMINATION BY MR. OLSON:
24 Q. Go back to our check ledger that we were talking
25 about before lunch, when we were going down this list

1 of expenses that we contested.
2 We had gone through or by the Al Bell consulting
3 agreement and gone by Lowes.
4 A. I got to put my hand on mine.
5 Q. Okay.
6 A. Got it.
7 Q. Got it.
8 On April 21st, 2006, check number 1069, Best Buy
9 for The Legends, $1309?
10 A. That was a computer for my house to do this work on.
11 Q. Okay.
12 A. And Ron West is the one insisted, didn't insist, he
13 said, You need to get a computer and somebody to
14 operate it.
15 Q. Okay. Check 1072 to J & P Enterprises, reimbursement
16 for pilot?
17 A. 1072?
18 Q. Yes. Dated April 27th, 2006.
19 A. I don't see that. Do you see that on here?
20 MR. OLSON: Pull that check, check number 1072,
21 April 27th, 2006.
22 MR. BROWN: For a pilot? 2300?
23 MR. OLSON: I've got 4000.
24 CONTINUED EXAMINATION BY MR. OLSON:
25 Q. Okay, this check, what was that for?

1 A. (Witness reviewing document.)
2 I'll have to look at J-P checks to see if they
3 did in fact pay the pilot.
4 Q. Okay.
5 A. Because on several occasions that was, happened,
6 especially if I wasn't along on the trip, didn't go
7 on the trip.
8 Q. I'm going to show you now a check that we discovered
9 after we'd made this list up, I need to ask you
10 about.
11 This check right here, and this was a check
12 written on the First Citizens account, made out to
13 CPS for 13,000-some-odd dollars. What's that?
14 A. I'm trying to find it on the ledger.
15 I'll have to research; I don't know what that
16 is.
17 Q. CPS is Carolina Plastic Surgery?
18 A. Um-hmm.
19 Q. Who had plastic surgery done?
20 A. I did.
21 Q. And was that a legitimate business expense of
22 Palmetto Properties, LLC?
23 A. No.
24 MR. OLSON: Move to introduce this as Exhibit 7.
25 (Plaintiff's Exhibit 7 marked for

1 identification, Lamar Greene
2 deposition, 5/12/08, RAM.)
3 CONTINUED EXAMINATION BY MR. OLSON:
4 Q. Check number 1076 and 1075 Antonio Clay and Dwayne
5 Coleman, 100 and $150 respectively, what was that
6 for?
7 A. Took them to Columbia to clean up the site prior to
8 having a mini openhouse for people to come to.
9 Q. It was not for Clemson Towers?
10 A. Um-hmm.
11 Q. Julienne Greene, $4000?
12 A. For work she done in bookkeeping, et cetera.
13 Q. I don't want to, I don't want to embarrass you, but
14 were you and your wife separated at the time that
15 check was written?
16 A. I don't really know.
17 Q. Check 1078, same story on Tom James --
18 A. Yes.
19 Q. -- as earlier.
20 Check 1086, Clemson University, $2600, IPTAY
21 dues. Whose IPTAY dues are those?
22 A. Mine.
23 Q. Is that a legitimate expense?
24 A. Personal, I have it marked personal.
25 Q. Okay. Check 1084, Palmetto State Enterprises, $3000.

1 That was money transferred to another account at
2 another bank. Do you think that's the credit card
3 account?
4 A. It is. Transferred, I think I transferred 3000 every
5 time we got down low.
6 Q. Anthony Waters, thousand bucks?
7 A. This is in June, and Mike Brown asked me to help him
8 get to San Diego. They hadn't got any money yet, he
9 needed to get to San Diego, get a place to live,
10 et cetera.
11 Q. Was that a legitimate expense of Palmetto State?
12 A. I don't know that it would be legitimate. I would
13 think we'd get reimbursed for that, but I do know
14 that Mike requested that I do it.
15 Q. Check 1087, Daren Bruce Ministries, $1000?
16 A. Ron West brought him by the house, introduced him to
17 me, and asked that we make donations to him.
18 Q. Check number 1179, J & P Enterprises loan, $6500?
19 A. Personal.
20 Q. Okay. Check 1088, Palmetto State Enterprises,
21 travel, Charleston, $3500. And that was transferred
22 to another account in another bank?
23 A. That probably was transferred to Regions, but I don't
24 know, not sure.
25 But that was, we had two outings, we had one

1 outing per year and one other meeting. And our
2 meetings have been in the Cayman Islands, Charleston,
3 Myrtle Beach. The other meetings were around New
4 Year's at ball games.
5 Q. Okay. May 25, 2006, there was a cashier's check
6 issued for $4115; do you know what the purpose of
7 that cashier's check was?
8 A. John Leake, L-E-A-K-E, was putting up a deposit, and
9 it didn't clear Regions, not Regions, First Citizens
10 said the check didn't clear.
11 We went back and forth. He got it paid, got the
12 right amount of money in, and this is where he was
13 reimbursed.
14 Q. Rocky McIntosh on check number 1176 for $3600?
15 A. Same thing as Anthony Waters.
16 Q. Okay. Check 1277, made payable to Palmetto State
17 Enterprises for $2500. That went into another bank.
18 Do you have any idea which one?
19 A. I have not. I'll have to find it.
20 Q. Okay. The next check, a J & P Enterprise loan for
21 $5000; same story?
22 A. Personal.
23 Q. Check 1215, Furniture Showcase, Spur Decorating,
24 $6792?
25 A. Personal.

1 Q. Why was it labeled Spur Decorating?
2 A. Probably went into 601 unit.
3 Q. And 601 is what?
4 A. A unit that Ed Straum and I own together at The Spur.
5 Q. At The Spur?
6 A. Um-hmm.
7 Q. And y'all used Furniture Showcase out of Easley for
8 that?
9 A. Not all of it. Some of it.
10 Q. Would some of that have gone to decorate the
11 Riverpoint home you live in?
12 A. No.
13 Q. Did any of it go to The Spur Unit 101?
14 A. Check number 1280 says Furniture Showcase, 2496, that
15 one did.
16 Q. Yeah, I'm talking about check number 1215, the
17 Furniture Showcase Spur Decorating, $6792,
18 Riverpoint.
19 A. Well, that 67 I said was personal.
20 Q. Okay, that was personal.
21 Okay. Then the next one down, I'm going to go
22 down to the next Furniture Showcase one, that check
23 number 1280 that you just mentioned, what was that?
24 A. Personal.
25 Q. Okay. Then Glen Justice, Spur 201 labor, $2700.

1 What's that?
2 A. I don't know, I'll have to dig that out. I don't
3 know.
4 Q. Not trying to embarrass anybody here, but I'm going
5 to ask about the item number 1273, Talley Law Firm,
6 did that have anything to do with Palmetto State?
7 A. I have it listed as personal. And I don't really
8 know whatever it's for.
9 Q. Look, as long as it's personal, I'm not going to ask.
10 L. J. Aviation, $18,339?
11 A. Yes, sir.
12 Q. What is that?
13 A. That's air travel to the Cayman Islands. We went
14 from, Rich and Ron and Hubie came down, and we went
15 and visited the sights, and then we flew to Miami, in
16 terrible weather.
17 And Rich says, If you can get out of this
18 contract, I'll have the plane come and get us.
19 When we returned from the Cayman Islands, it
20 brought us back. And the people that were along were
21 Rich, Ron, myself, and Tony Gibson.
22 Q. Okay. I'm dropping down a couple, check number 1218
23 to Tommy Biershank, Spur, $550?
24 A. He was involved, he helped, we took the irrigation
25 and landscaping out of the contract down there. As a

1 matter of fact, Mike worked with us several days down
2 there on this. He brought labor there to planting
3 and put in irrigation system or finish the irrigation
4 system.
5 Q. Okay. Check number 1226, Furniture Showcase,
6 $15,000?
7 A. What number?
8 Q. Check 1226.
9 MR. OLSON: Pull that check, July of '06, check
10 1226.
11 CONTINUED EXAMINATION BY MR. OLSON:
12 Q. What is Unit 101?
13 A. My unit at the Towers, 101.
14 Q. Check 1226, for 15,000, that is this check right here
15 where my thumb is on?
16 A. Yeah, for 101.
17 Q. That's your personal unit?
18 A. Yes.
19 Q. Not Palmetto States business
20 All right. Mark Wilson, check number 1219, for
21 $1500, marked 101. He's the tile installer for the
22 Furniture Showcase, isn't he?
23 A. He worked at landscaping, finishing the irrigation at
24 the Towers. I don't really know Mark.
25 Q. Okay. Dale Watts, check 1221, $1100, loan fee, Dale

1 works for Interstate Mortgage. What is that?
2 A. He got financing for about six of the units at The
3 Spur.
4 Q. Okay.
5 A. And I really don't know what that $1100 is for.
6 Q. Okay. Check 1225, Nevada Bob's, advertising --
7 A. Personal.
8 Q. Personal.
9 Check 1292, air travel, West Virginia
10 University, 1100 Club Golf Tournament, $2765?
11 A. That's, we went there to the tournament and met with
12 Rich. And every time I went up there, we reviewed
13 our records and met. Business.
14 Q. Okay. Check 1295, B&E Engineering, testing,
15 Blacksburg, $558?
16 A. There's several in there for that. And they did
17 testing work in Blacksburg.
18 Q. And where is B&E Engineering located?
19 A. It's actually in Christianburg, I think.
20 Q. But it's up there in Virginia somewhere?
21 A. Yes.
22 Q. Same thing for the J & P Enterprise loan of $8900 on
23 check number 1231?
24 A. Personal.
25 Q. Lew Jordan, check number 1233, $14,470?

1 A. Personal.
2 Q. Furniture Showcase, 1232, for $10,000, decorating?
3 A. Yeah, that's what I got here is a double entry, that
4 same thing twice.
5 Q. Yeah, it's listed two times. But that was for the
6 unit, right?
7 A. Personal.
8 Q. Okay. Check number 1244 to Floyd Elliott for
9 $13,500?
10 A. I've got to research that. I don't know what that
11 was for.
12 Q. Check 1237, Tommy Biershank, $2500?
13 A. Working at The Spur.
14 Q. Check 1297, Clemson Automotive, $835?
15 A. Tires for my vehicle.
16 Q. Okay. Same thing on the J & P Enterprise loan for
17 check number 1303?
18 A. Personal.
19 Q. Clemson Athletic Department, $1500, IPTAY dues?
20 A. Personal.
21 Q. Next item, J & P Enterprise loan; that same deal,
22 right?
23 A. Personal.
24 Q. 1254, Jeff Greene, Engineering Blacksburg. What's
25 that, $6250?

1 A. He got a -- excuse me.
2 Q. You need some water?
3 MR. OLSON: We'll take a quick time-out here.
4 (Brief interruption.)
5 CONTINUED EXAMINATION BY MR. OLSON:
6 Q. We were on check number 1254, Jeff Greene, $6250.
7 A. It was a plane in, out of Charlotte, and he used it
8 to go to Tuscaloosa one time, and Blacksburg four
9 times. He paid for the plane, and that was his
10 reimbursement.
11 Q. Okay. Check number 1314, Tony Gibson, $4000?
12 A. Yeah.
13 Q. What's that?
14 A. Tony was invested in The Spur. And he got his
15 original investment back, and he was satisfied to
16 wait a while.
17 He came to me and says: I'm going to have
18 granite tops put in my house in Morgantown, and if
19 you put them in, pay for them, then we'll be
20 even-Steven.
21 That's what I did. That 4000 replaced 32,000.
22 Q. Okay. Check 1313, Furniture Showcase, Spur
23 Decorating?
24 A. Personal.
25 Q. YAHU, Inc., Morgantown travel, for $2610?

1 A. Went to a ball game to meet Rich and go over plans
2 with him.
3 Q. Check 1264, some Chinese parts loan?
4 A. J & P personal.
5 Q. That's J & P personal.
6 All right. J & P, next two items, the loans,
7 I'm assuming they were the same?
8 A. Personal. If you're talking about 1322?
9 Q. Um-hmm.
10 A. Yeah.
11 Q. B&E Enterprises, Spur advertising, $1236?
12 A. That was at Blacksburg. And that was the
13 windbreakers like DCI had down at the....
14 Q. The other B&E Enterprises --
15 A. -- showed as engineering.
16 Q. -- was engineering?
17 A. This I'm sure is the jackets.
18 Q. J & P Enterprises $2,248, check number 1257, for Spur
19 landscaping?
20 A. 1257?
21 Q. Yeah, check 1257 for --
22 A. Personal.
23 Q. That's personal, okay.
24 Palmetto Properties, this must have been a
25 cashier's check, bank, it says, Bank Payment, Spur,

1 $4680 -- excuse me -- $46,800.
2 Do you recall what that might be?
3 A. I think so. We had a loan at First Citizens, maybe a
4 hundred thousand; we went to two hundred; and that
5 paid off, I think I'm right, that paid off one loan,
6 and then you have a bigger loan left.
7 Q. Check number 1403, Lamar Greene repayment, $3000?
8 A. That is $3000, a personal check number 1619, that was
9 written to Palmetto State. And that reimbursed, went
10 in reimbursed one of the Regions accounts.
11 Q. So you had written a personal check for $3000?
12 A. Yeah.
13 Q. And that came out of what account?
14 A. Came out of my personal account at Palmetto.
15 Q. At Palmetto Bank, okay.
16 Check number 1430, William Buchanon, Spur Legal,
17 $1000?
18 A. I can't recall what he did. I'm not familiar with
19 that.
20 Q. Check 1305, Bill Kluck, Spur painting, $200?
21 A. That was some touch-up painting.
22 Q. At The Spur?
23 A. Yes.
24 Q. Check number 1440, YAHU, Atlanta, Jacksonville,
25 $2900?

1 A. That is correct. Went to the ball game, met with
2 Rich, also met with Bill Stewart, and that's when he
3 invested, agreed to invest 200,000 in the business.
4 Q. Check number 1332, Furniture Showcase, for $10,646?
5 A. 1332?
6 Q. 1332. January 2007.
7 Okay, right there where my finger is.
8 Furniture Showchase, $10,646?
9 A. I can't read what's down there on the bottom. But I
10 will say that it's personal. But I don't know that.
11 Q. Okay. Check 1450, Consolidated Fixtures, 2,800 --
12 A. Let's come back to that; he sees it here.
13 Q. Okay.
14 A. We had 408 and 405 at The Spur decorated. And that
15 was additional stuff that we put in those units.
16 Q. Okay. Whose units were those, do you recall?
17 A. Were models.
18 Q. Model units, okay.
19 All right. Check 1450, Consolidated Fixtures,
20 for $2890?
21 A. I don't, I don't, I can't, I can't recall that. I
22 don't know.
23 Q. Check 1412, J & P Security, $2158?
24 A. We provided security frequently at the building site.
25 Q. Who is we?

1 A. J & P Security. That's a company that I own. I say
2 I own; Jeff owns.
3 Q. You don't have any ownership of it?
4 A. Um-um.
5 Q. Check 1411, Landscape Architecture, Spur, $2475?
6 A. I got a quote, we came back and added, we didn't add,
7 it was on the original landscape blueprint, Palmetto
8 trees, ten of them, I think it was.
9 Q. At The Spur?
10 A. Yes.
11 Q. Check 1416, Carolina Real Estate, $10,000?
12 A. Okay, that was reimbursed by a personal check of
13 1650. And what that was, was a, what do you call
14 that, retainer on the property that's for sale right
15 across from Trehel.
16 Was going to see if we could put townhouses in
17 there. That was the deposit to hold it. And we
18 never could, the city wouldn't agree to --
19 Q. So it was like option money or something?
20 A. Yeah. And that was reimbursed, personal check 1650.
21 Q. You reimbursed that?
22 A. Yeah.
23 Q. And that would have come out of your Palmetto Bank
24 account?
25 A. Yes.

1 No, no. I don't know that for sure, whether it
2 was my personal or how that account.
3 Q. Okay. Check 1341, Palmetto State Enterprises,
4 Upgrade Package, $3242.
5 It looks like that money was transferred to
6 another bank account?
7 A. I have to research that, I don't know.
8 Q. If it was deposited in J & P Enterprises' account,
9 what would be the reason for that?
10 A. We paid for an upgrade package in a unit somewhere
11 down there.
12 Q. Check number 1305 for $2000?
13 A. 2000?
14 Q. $2000.
15 A. I think that's a double entry. That check we looked
16 at a while ago was 1305. And this one says something
17 I don't understand.
18 Q. Maybe, let's see if we can pull it.
19 February 2007, check number 1305.
20 Strike that.
21 Check 1463, Lamar Greene, Richmond Sales, $4500?
22 A. We had a kind of sales meeting in Richmond one night
23 with the coach and several other people on the staff
24 out selling condos.
25 We got ready to go, they would not take a check;

1 and I put that on my credit card, and that's where I
2 was reimbursed.
3 Q. Okay.
4 THE WITNESS: Were you there, Mike?
5 MR. BROWN: Yeah.
6 CONTINUED EXAMINATION BY MR. OLSON:
7 Q. Check number 1470, ESLC Trading Company, $10,000?
8 A. Personal.
9 Q. Check 1521, Dale Watt Loan, $10,000?
10 A. I have a promissory note from him. Again, this is a
11 guy that financed several units at The Spur.
12 Q. So, what, he borrowed $10,000?
13 A. Yes.
14 Q. He ever pay it back?
15 A. Hasn't yet.
16 Q. And this is the loan officer that made loans to you,
17 to the company?
18 A. He financed units at The Spur.
19 And I haven't called him. It was due September
20 the 7th, and I just left it alone.
21 MR. OLSON: We're going to make a copy of this
22 and make it Exhibit number 8.
23 (Plaintiff's Exhibit 8 marked for
24 identification, Lamar Greene
25 deposition, 5/12/08, RAM.)

1 CONTINUED EXAMINATION BY MR. OLSON:
2 Q. Okay. Check 1476 to Lamar Greene for Myrtle Beach
3 Outing, $5,500?
4 A. That's correct.
5 Q. What was that?
6 A. We reserved a house, several things, the realtor
7 there, he gave them to us, and that was money that we
8 spent out on the town.
9 Q. Who is we?
10 A. Rich, myself, and a couple of his friends from
11 Morgantown.
12 Q. Okay.
13 A. Don't ask us where we spent it for.
14 Q. Check 1631, Lamar Greene, Plane Reimbursement, $3750.
15 Would you have records somewhere that show that you
16 had paid $3750?
17 A. Personal check 1702.
18 Q. Palmetto Bank?
19 A. Yes.
20 Q. All right.
21 A. I should have it right here. It says, See attached.
22 Q. I'm going to get those records, so you don't have to,
23 that's where you think it is, I'll work with you.
24 Check number 1636, Mike Hizuenga Loan for $5000?
25 A. Mike was our pilot that had flown us for two years

1 when we needed him.
2 He had a very serious accident. He was out of
3 work for about four months. He had bought, invested
4 in a unit in Tuscaloosa, and he asked me if he could
5 get a loan or get some of his money back out of that
6 unit. And we paid him $5000 on three occasions.
7 He's back well and flying again.
8 Q. Why was it marked Loan?
9 A. He said he would take it as a loan or take it as a
10 payment on his, either one we wanted to do.
11 Q. Was a decision ever made whether it was a loan or a
12 payment?
13 A. Not really. We just sent him $5000, got it
14 documented. We can call it a loan or repayment loan.
15 Q. Check number 1483, Interior Design, Spur, $2000?
16 A. That went to 408 and 205.
17 Q. At The Spur?
18 A. Yes.
19 Q. Carolina Tape and Supply, check number 1484, $3280?
20 A. Personal.
21 Q. Check 1534, 1100 Club, $1100?
22 A. West Virginia playing donation.
23 Q. Dig Dave's Family Reunion, 15-hundred-and --
24 A. Personal.
25 Q. Personal.

1 Band for family reunion, $4700?
2 A. Personal.
3 Q. Cindy Agnew, Spur 601, $500?
4 A. Personal.
5 Q. Clyde Turney Builder, $2571?
6 A. We put a deck, to stand on, inside the deck on 601
7 and the common area, roof-top thing at Columbia.
8 Q. Floyd Elliott, $3983?
9 A. I got to find that, I don't know what that is.
10 Q. Check number 1648, same deal on the 1100 Club, $1100?
11 A. That's right. That is the fund Rich's playing.
12 Q. Check number 1643, Floyd Elliott, $3000?
13 A. I'll have to find that, I don't know.
14 Q. Anthony Waters, same deal as earlier?
15 A. Yes.
16 Q. Lew Jordan, $14,450. That's Clemson stadium box?
17 A. Personal, yes.
18 What check was that?
19 Q. I don't have the number. Somehow we can't read the
20 number on it, but it's 14,450.
21 A. Okay.
22 Q. Okay. Check number 1668, J & P Security loan
23 repayment, $11,000?
24 A. I have it marked personal. I'll have to look into
25 that.

1 Q. Okay. Check 1363, a legal retainer for $10,000?
2 A. Personal.
3 Q. Check 1490, Cindy Agnew, for $2474?
4 A. That's painting 601.
5 And the reason it's in there, that unit sold
6 for, the most expensive unit we had, and it sold for
7 795,000. And in that sales agreement, I agreed to
8 paint the inside, Ed Straum and I went in together.
9 And that was the painting there.
10 We also painted 505, which was really to raise
11 money for the company, and part of it was painted to
12 help in selling.
13 Q. All right. The last issue I'm going to ask you about
14 today, because you need to leave by 2:30, right?
15 MR. TALLEY: Appreciate it.
16 CONTINUED EXAMINATION BY MR. OLSON:
17 Q. Is this: At The Legends of Blacksburg, new
18 co-managers were appointed in the fall of 2007; would
19 you agree with that?
20 A. Yeah.
21 Q. And after the fall, and all of the LLC documents were
22 amended to make it a manager managed company, and
23 Floyd Elliott and Mike Brown would be the
24 co-managers, and you were no longer the manager.
25 Would that be correct?

1 A. That's right. I was not the manager in anything.
2 Q. In January of 2008, you signed a mortgage, creating a
3 second mortgage against the property owned by the
4 Legends of Blacksburg, to the guy who sold us the
5 property.
6 Since you were no longer the manager, why did
7 you do that?
8 A. In '08?
9 Q. In '08. Just recorded in January of '08.
10 A. In Blacksburg?
11 Q. Yes.
12 A. I was not a manager, but I was one of the principals.
13 And we owed him the money.
14 Q. But do you understand that in January of '08, you,
15 with your signature, could not bind the company?
16 A. I didn't, was not aware of it.
17 Q. Well, since you were no longer the manager, and the
18 co-managers were the ones that could bind the company
19 --
20 A. Well, the co-managers weren't borrowing the money,
21 the principals were. And I don't believe either one
22 of them signed any loans personally.
23 Q. The net effect of that is to create a second mortgage
24 on that property; do you understand that?
25 A. Yes.

1 Q. And do you understand that the buyer, proposed buyer
2 now for the property, that second mortgage is likely
3 going to kill that deal?
4 A. I'm not familiar with it.
5 Q. Why would you pledge company assets --
6 A. Wait a minute --
7 Q. -- when you don't have the authority to do it?
8 A. That was not recorded in the first loan from Jack
9 Lester. And he brought that to my attention, that it
10 was never recorded.
11 Q. After you signed the mortgage, where did, did you
12 give it to Jack Lester, or did you give it to
13 lawyers, or what?
14 A. Sent it to his accountant.
15 Q. To his accountant?
16 A. Um-hmm.
17 Actually I was supposed to send it to Jack
18 personally, but I sent it to the wrong place.
19 Q. And the Blacksburg LLC lawyers -- what's the name of
20 that law firm?
21 MR. TALLEY: Albright & Baumgarden --
22 CONTINUED EXAMINATION BY MR. OLSON:
23 Q. -- Albright and Baumgarden, have recorded it; do you
24 know why they would have recorded it?
25 A. Who recorded it?

1 Q. The closing lawyers for the LLC.
2 A. On the land up there?
3 Q. Yes.
4 A. Left out of the first wave of signing.
5 Q. Do you, do you acknowledge that you were not
6 authorized by the company to sign that document?
7 A. No.
8 Q. Tell me what your authorization was, if you claim you
9 were authorized?
10 A. The principal, the managers never signed for any
11 money, to my knowledge.
12 Who borrowed the money, the principals. I'm
13 still a principal of it.
14 Q. Okay.
15 A. I am responsible for debts, I'm responsible for
16 securing loans.
17 Q. But you would agree that you were, that there was no
18 company resolution that authorized you to sign that
19 document?
20 A. I don't know. It was left out, left out by mistake
21 in the first loan on the land.
22 Q. Do you claim that there was written authorization
23 from the company authorizing you to sign that?
24 A. I don't, I don't claim it, because I don't know.
25 Q. And you agree that you were no longer a manager or a

1 co-manager?
2 A. I was not a manager or a co-manager; just a
3 principal.
4 Q. And you agree that it was a manager managed company?
5 A. Um-hmm.
6 Q. All right. Okay.
7 MR. OLSON: We'll reconvene and I'll call and
8 we'll set another time.
9 (The deposition of C. Lamar Greene was
10 adjourned at 2:20 p.m. this date, sine
11 die.)
12
13
14
15
16
17
18
19
20
21
22
23
24
25

1 STATE OF SOUTH CAROLINA IN THE COURT OF COMMON PLEAS
2 COUNTY OF PICKENS C.A. NO.: 2008-CP-39-56
3
4 Palmetto State Enterprises, LLC,
5 Plaintiff,
6 vs
7 Lamar Greene, J & P Enterprises of the Carolinas, Inc., Gaston Engineering, Inc.
8 and Morgan and Bartos Builders, LLC,
9 Defendants.
10 And Lamar Greene,
11 Third Party Plaintiff,
12 vs
13 Mike Brown and Ron West,
14 Third Party Defendants.
15
16
17 CONTINUED DEPOSITION OF C. LAMAR GREENE
18 VOLUME 2: PAGES 107 - 176
19
20
21 Pursuant to notice of deposition and/or
22 agreement and/or subpoena in the above-entitled case,
23 a deposition was taken on the 14th day of November
24 2008, commencing at approximately 9:00 a.m., attended
25 by counsel as follows:

1 APPEARANCES:

2
Christopher G. Olson, Esquire
3 Olson, Smith, Jordan and Cox, P.A.
600 College Avenue
4 P. O. Box 1633
Clemson, South Carolina 29633
5
Appeared on behalf of the plaintiff;
6
7
Scott F. Talley, Esquire
8 Pye & Talley, P.A.
959 John B. White, Sr. Blvd.
9 Spartanburg, South Carolina 29306
10 Appeared on behalf of Mr. Greene;
11
12 Charles J. Hodge, Esquire
Hodge Law Offices
13 229 Magnolia Street
P. O. Box 2765
14 Spartanburg, South Carolina 29306
15 Appeared on behalf of Floyd Elliott.
16
17 ALSO PRESENT: Mr. Michael Brown
Mr. Jeffery L. Greene
18
19
20
21 DEPOSITION REPORTED BY:
Ruth Anne Maciag,
22 Registered Professional Reporter.
Depositions And..., Inc.
23 P.O. Box 10268
101 Broadus Avenue
24 Greenville, South Carolina 29601
25

1 I N D E X

2 WITNESS: C. LAMAR GREENE
DATE: NOVEMBER 14, 2008

3

4

PAGE
Waiver 110
5
Continued examination by MR. Olson 110
6
Cross examination by Mr. Hodge 157
7
Cross examination by Mr. Talley 172
8
Certificate of Notary Public 174

9

10

11

12 PLAINTIFF'S EXHIBITS

13 Plaintiff's Exhibit 9 115
Plaintiff's Exhibit 10 129
14 Plaintiff's Exhibit 11 133
Plaintiff's Exhibit 12 134
15 Plaintiff's Exhibit 13 135
Plaintiff's Exhibit 14 136
16 Plaintiff's Exhibit 15 136
Plaintiff's Exhibit 16 142
17 Plaintiff's Exhibit 17 144
Plaintiff's Exhibit 18 145
18 Plaintiff's Exhibit 19 147
Plaintiff's Exhibit 20 150
19 Plaintiff's Exhibit 21 154
Plaintiff's Exhibit 22 156

20

21

22 The attached 67 pages of testimony of C. Lamar
23 Greene in the above matter is the work product of Depositions And..., Inc., and not to be copied or
24 utilized in any manner without the express written authorization of Depositions And..., Inc.

25

1 Pursuant to notice and/or agreement to take
2 depositions, the within deposition was taken by the
3 above reporter, a Notary Public, as required under
4 the Code of Laws of South Carolina, and Circuit Court
5 Rule 30, et al., by consent of all parties, at 600
6 College Avenue, Clemson, South Carolina.
7 Waiver:
8 Counsel did agree that both the reading over
9 of and signing of the deposition are hereby dispensed
10 with and waived.
11 The deponent did agree that both the reading
12 over of and signing of the deposition are hereby
13 dispensed with and waived.
14 The deponent was previously duly sworn to tell
15 the truth, the whole truth, and nothing but the truth
16 of his own knowledge concerning the matter herein.
17 C. LAMAR GREENE, BEING PREVIOUSLY DULY SWORN, TESTIFIED
18 FURTHER AS FOLLOWS:
19 MR. OLSON: You're already under oath from the
20 previous deposition. We could reswear you, but the
21 Court says you're still under oath, so we're not
22 going to reswear you, it's a waste of time and energy
23 for her to do it.
24 CONTINUED EXAMINATION BY MR. OLSON:
25 Q. Mr. Greene, let me, let's jump right in on this

1 stuff.
2 Were there any other bank accounts in the name
3 of Palmetto State Enterprises other than the First
4 Citizens account that we talked about at the last
5 deposition, and the Regions Bank account that we
6 talked about at the last deposition?
7 A. I don't know whether NBSC, what name that was in,
8 where we got the original loan.
9 Q. Was there an account --
10 A. What kind of account? Excuse me.
11 Q. Checking account.
12 A. As well as I can remember, I don't know whether it
13 was or was not.
14 Q. An NBSC account?
15 A. Yeah.
16 Q. All right. Let me ask, that's what I was asking,
17 asking you about, because we've just actually two
18 days ago finally determined that there was an NBSC
19 account in the name of Palmetto State.
20 Where is the statement to that account going?
21 A. I don't know.
22 Q. And it's not going to you?
23 A. Um-um.
24 Q. Are there funds in that account?
25 A. NBSC?

1 Q. In the NBSC.
2 A. I'm going to say no. I don't really know.
3 Q. Were you the person who signed the checks on that
4 account, on the NBSC account?
5 A. We would have had three people that could have
6 signed.
7 Q. And who would the three have been?
8 A. Myself, Ron and Rich.
9 Q. At some point The Spur project in Columbia, as people
10 signed contracts to buy units, they would put down
11 earnest money; is that correct?
12 A. Yes.
13 Q. And a lawyer by the name of Trey Harrell actually
14 received that earnest money initially?
15 A. Earnest money. That's correct.
16 Q. But there was an agreement that Palmetto States could
17 use the earnest money in the building and
18 construction and, for the project --
19 A. That's correct.
20 Q. -- before closing.
21 A. And I think that's a law in South Carolina. It's the
22 only state that I know of that we've run into that
23 allows that.
24 Q. Right. And so it wouldn't have been unusual for Trey
25 Harrell to write checks from his escrow to Palmetto

1 States representing various earnest money deposits
2 that people had put down?
3 A. Probably all of the deposits were eventually
4 transferred to First Citizens.
5 Q. Now, we have found, found some checks; I've circled
6 three of them on this exhibit right here, A, B, and
7 C. Those checks total $304,500, made payable to
8 Palmetto State.
9 Were those, was that earnest money people were
10 paying for units?
11 A. Yeah, I'm, yes, as far as I know it was.
12 Q. Okay. And we find that that, I think, I think Mike
13 got those actually from Trey Harrell's office, and we
14 don't have the account itself, the records from the
15 account itself at NBSC.
16 But we don't have any record of that $304,000
17 ever being spent or, on behalf of Palmetto States.
18 And so what I'm asking you is, what happened to that
19 $304,000?
20 A. That's money would have been in First Citizens.
21 Q. Okay. So when we get the account records from NBSC,
22 we're going to see where that would have been
23 transferred into First Citizens?
24 A. Yes.
25 Q. All right.

1 A. From NBSC now, this came from Harrell, Trey Harrell.
2 Q. Right.
3 A. I don't know that it ever went to NBSC.
4 Q. Okay.
5 A. And it may have. There's deposits on, when we
6 started we had to get deposits for, to satisfy that
7 loan.
8 Q. Okay. If I told you that it did go into NBSC?
9 A. Um-hmm.
10 Q. All right. Then we, meaning Palmetto States, doesn't
11 have any evidence that shows that it ever came,
12 actually came to Palmetto States; it went in that
13 NBSC account, but from there we don't know what
14 happened to it?
15 A. I'm assuming that it went to First Citizens.
16 Q. Okay. So the First Citizens' records should show --
17 A. Deposits.
18 Q. -- deposits matching those. Okay. All right.
19 A. And if they came out of there, there must be a paper
20 trail as to where they went.
21 Q. I want you to assume what I'm telling you is true,
22 because you can't verify this absolutely today
23 yourself without us spending about three hours doing
24 it on this one item, which we're not going to do.
25 But assume that the records of First Citizens

1 don't show that money ever going to First Citizens:
2 then what would have happened?
3 A. Let's find out where it went. I don't know.
4 MR. OLSON: Okay. Let's mark this as an exhibit
5 to the deposition.
6 (Plaintiff's Exhibit 9 marked for
7 identification, L. Greene deposition,
8 11/14/08, RAM.)
9 CONTINUED EXAMINATION BY MR. OLSON:
10 Q. Okay. I got, since the last deposition, I got,
11 through your lawyer, copies of your 2004, 2005, 2006
12 Federal Income Tax Returns.
13 And I want you to look, we're not going to
14 really even talk about the 2004, so if you want to,
15 you can put that aside. But I do want to talk to you
16 about the 2005 tax return.
17 At the first deposition you talked about having
18 an agreement with Palmetto States of paying you
19 $10,000 a month salary. Do you recall that?
20 A. Yeah, nothing written.
21 Q. Yes. Yeah, just an oral agreement?
22 A. Um-hmm.
23 Q. And that you sometimes took that money in salary, and
24 it was marked on the check stub, Salary; and then
25 sometimes you took it in ways that it wasn't actually

1 marked on the check stub Salary, but it benefitted
2 you.
3 For example, there was some furniture that was
4 purchased through a furniture store in Easley. And
5 there was some cosmetic surgery that was done that
6 was paid for by Palmetto States.
7 And you, as I recall, told me that you were
8 entitled to all of that because it was all salary?
9 A. That's correct.
10 Q. And you started drawing that salary in 2005, didn't
11 you?
12 A. I don't recall a date, but I'm sure you've got it
13 there.
14 Q. And I want you to tell me, if that's true, why your
15 2005 federal income tax return doesn't show one penny
16 salary from Palmetto States?
17 A. I'll have to ask the accountant. I don't know. This
18 is the first time I've seen this.
19 Q. You signed it, it was sent it, didn't you?
20 A. I don't read it. If I read it, I probably wouldn't
21 know what I was looking at.
22 I sign a lot of things that I don't read.
23 Let's back up on the salary, and let me comment
24 on that.
25 Q. Okay.

1 A. The first meeting that we had, to start this project
2 of finding land, was in the last quarter of '03. And
3 the first meeting that was ever held was McDonald's
4 in Clinton, South Carolina, with Wilder Realty, to
5 ask questions, interview them really is what it was.
6 He brought his whole staff there.
7 There's a mix-up whether we were meeting at his
8 office or somewhere else. But that's when we had the
9 meeting.
10 Starting construction is the easiest part of
11 this whole exercise. You start by finding, you got
12 an idea, people say, yeah, that's good, we'll pursue
13 it. Then you go find land that fits our criteria.
14 Then you find out who owns it, will they sell it.
15 Then you met with zoning boards and variance
16 boards. Haven't seen any yet we didn't have to get a
17 change in something, height, set-back, parking space,
18 whatever.
19 That takes a long time. And the places that we
20 went to before we ever really got started was, first
21 one was Athens, Georgia; then Columbia, Auburn,
22 Tuscaloosa, Lubbock, Virginia Tech, Virginia.
23 That's seven. And that's the meat of this
24 exercise. If you don't get all of your answers,
25 questions, then it's for zero, you can't be going any

1 further. So you don't start to work the day that you
2 start pouring concrete.
3 Q. But my question is more on the tax return --
4 A. I can't answer that, I don't know.
5 Q. Well let me ask something. You were acting as the
6 manager, and you were a member of Palmetto States,
7 LLC?
8 A. Yes.
9 Q. Correct?
10 A. Um-hmm.
11 Q. And do you agree that it would have been your
12 responsibility to have had 1099s prepared for the
13 LLC, to show what salary you received?
14 A. We had a tax return. First tax return was prepared
15 by Pressly. Pressly CPA is in Lexington, North
16 Carolina. I'd have to to get that tax return out to
17 see what she prepared.
18 Q. Okay. If necessary, I'm going to depose the CPA.
19 A. That's fine.
20 Q. And I'm satisfied that what the CPA is going to say
21 is, the reason that there was no salary shown in your
22 2005 tax return for Palmetto States, is because you
23 didn't tell her about it?
24 MR. TALLEY: Is that a question?
25 MR. OLSON: That's a question.

1 MR. TALLEY: Can you restate it.
2 CONTINUED EXAMINATION BY MR. OLSON:
3 Q. Did you tell your CPA that you received salary from
4 Palmetto States?
5 A. I don't recall.
6 Q. Can you think of any reason why she wouldn't have put
7 it on your tax return, if you'd have told her?
8 A. I cannot recall. We've got more tax credits than
9 will ever be used. Show it on the front page. It's
10 not going to affect the bottom line.
11 Q. And then again in 2006, from your earlier deposition,
12 you claimed that both direct payments by Palmetto
13 State to you shown, entered on the check as salary,
14 and then indirect payments of things that benefitted
15 you were salary.
16 And look at your 2006 tax return and tell me, of
17 that salary which totals, according to my math,
18 $186,500, why not one cent of that's shown as income?
19 A. First of all, I would dispute the hundred thousand,
20 because we've got this list of stuff that we intend
21 to go down today on some of this.
22 So the hundred thousand, I don't agree with
23 that; we will dispute it. And then we will get the
24 accountant deposed.
25 Q. And let me ask you this, have you filed your 2007 tax

1 return yet?
2 A. 2007.
3 Q. That would have been last year's tax return. The
4 final deadline would have been October 15, 2008.
5 A. I think we filed it last week. But I'm not sure on
6 that. Very recently.
7 Q. And would it have shown, where we show that you
8 received $104,381 salary?
9 A. It won't show 104 thousand, because we dispute it.
10 We'll get to that bottom number maybe today.
11 Q. Would it have shown any salary from Palmetto State?
12 A. I will have to ask the accountant.
13 Q. Okay. Well, according to our records, and I
14 understand you dispute this, but you don't dispute
15 that there were sizable sums of money paid to you as
16 salary? I think we both agree.
17 A. Absolutely, yes, sir, I agree to that.
18 Q. And we've got, in 2005, total of 56,000; 2006,
19 186,500, and 2007, 104,000, totaling $346,000.
20 And to my knowledge, not one cent of that is
21 declared as income on your federal and state income
22 tax returns?
23 A. I'll repeat, I don't agree with that number, and we
24 will get to the bottom. You can pick a number, any
25 number, and say that's it.

1 Q. If the number is only a hundred thousand, not one
2 cent of it is reported on your state and federal
3 income tax return; is that correct?
4 A. I can't answer that, I don't know.
5 Q. Did you have 1099 forms prepared for the LLC?
6 A. I don't prepare them. I don't know whether they were
7 or not.
8 Q. Did you direct your CPA to prepare them?
9 A. Did I?
10 Q. Yes.
11 A. She had all the records on it, because she had filed
12 one tax return. So I don't know that, I don't know.
13 Q. All right. From 2004 through 2007 did both you and
14 Jeff Greene work at J&P Enterprises?
15 A. Yes.
16 Q. And what was your normal weekly work schedule at J&P?
17 What days would you work for J&P, and when would you
18 not?
19 Would you work Mondays typically?
20 A. I know I worked every day for J&P. Unless, when this
21 come along, I take, when needed, time for this, I
22 took care of that.
23 My full job is for J&P Enterprises. And that's
24 about a six-and-a-half day work week.
25 Q. And you would drive back and forth from Clemson to

1 Gastonia to work at J&P?
2 A. No, I would drive from Gaffney sometimes. My job was
3 traveling, selling, so I stayed out a pretty good
4 bit.
5 Q. Okay.
6 A. And it was also doing import, export business, twice
7 a year to China, two or three times a year to Mexico.
8 So I don't have a slight job; I got something to
9 do every damn day.
10 Q. Let me ask you this, would it be fair to say that
11 from 2004 to 2007, on at least Monday through Friday,
12 and it may have been more than that, but at least
13 Monday through Friday that you were working either
14 for J&P Enterprises or these various condo projects
15 for Palmetto States?
16 A. If you back that back up '03, I'd say yes.
17 Q. Part of 2003 too?
18 A. Yes, sir.
19 Q. Okay. Did you work a lot on the weekends on behalf
20 of either J&P or Palmetto States in the various
21 condominium projects?
22 A. Did I work?
23 Q. Weekends, Saturdays and Sundays, in addition to
24 Monday through Friday?
25 A. Weekend work would be reviewing what I'd done that

1 week. Office is in my home here in Clemson.
2 Q. Okay.
3 A. So work, some on both days, sometimes all day.
4 Q. During those years, 2003 through 2007, did you
5 regularly travel each year with the same group or
6 basically the same group to the Daytona 500 in
7 Daytona, Florida?
8 A. No.
9 Q. You didn't do that, okay.
10 A. I went to, I go to Daytona every year; not with the
11 same group.
12 Q. Okay. And your going to Daytona, did it have
13 anything to do with J&P Enterprises?
14 A. Yes.
15 Q. How is that? Do you have a condo project in Daytona,
16 Florida?
17 A. No, I did not.
18 Q. Did you drive by anyplace that you had a condo
19 project on the way?
20 A. Sure did.
21 Q. Where was that?
22 A. Columbia.
23 Q. Columbia is on the way to Daytona?
24 A. Yes, it is.
25 Q. Okay. Is that why you wrote off the Daytona 500

1 expenses against J&P?
2 A. Say that again?
3 Q. Is that why you wrote off Daytona 500 expenses
4 against J&P, because you rode by the condos in
5 Columbia?
6 MR. TALLEY: I object to the form of that
7 question on the basis of relevance.
8 CONTINUED EXAMINATION BY MR. OLSON:
9 Q. Go ahead and answer it.
10 A. I don't know.
11 Q. Does J&P Enterprises have customers in Texas, Mexico,
12 and China?
13 A. We have where we import from. I guess I import,
14 where you buy, like a customer.
15 Q. Did you and your son, Jeff, travel on business to
16 Texas, Mexico and China in 2003, '4, '5, '6, '7?
17 A. We never went to Texas together, to my knowledge; but
18 we went, and I'm not sure about Mexico. We go to
19 China, we don't travel alone there.
20 Q. When you went to China and other places, when you're
21 going to China, you were doing that for J&P?
22 A. Yes.
23 Q. And what airlines would you use?
24 A. The one that had the best rate.
25 Q. Have you ever been to a Sam's Town Hotel and Casino?

1 A. No, sir, and I'm glad you brought that up.
2 We have, on our loan from Regions, we have
3 three, they issued us three credit cards, one for me,
4 one for Ron and one for Rich. And those credit cards
5 had the same number on it, and we got a monthly
6 statement.
7 Now, I've never been to Las Vegas; it was either
8 Ron or Rich or both charged almost nine thousand
9 dollars at the Sam's Hotel. Not me.
10 Q. You understand I don't --
11 A. I'm answering your question just straight as I know
12 how, Chris. See, that's another one, you just pick a
13 damn number and say, Hey, this is it.
14 Q. I know we can quibble over some numbers; we won't
15 quibble over two million dollars' worth of numbers.
16 A. Oh, that's right, absolutely.
17 Q. In your travels for J&P, did you and Jeff sometimes
18 have to rent cars?
19 A. If we rented a car, it would be on J&P, would be in
20 Texas, be the only place.
21 Q. Why Texas? I thought you told me a minute ago you
22 weren't sure you traveled to Texas?
23 MR. TALLEY: If we need to -- that's not what he
24 said.
25 MR. OLSON: Is that not what he said?

1 MR. TALLEY: No. Off the record.
2 (Discussion off the record)
3 CONTINUED EXAMINATION BY MR. OLSON:
4 Q. Did you travel to Texas?
5 A. Yes.
6 Q. What was the purpose of going to Texas?
7 A. Look at property at Lubbock, at the stadium, meeting
8 with realtors there.
9 And also had a customer not too far from there.
10 Q. Customer for who?
11 A. J&P.
12 Most all except, that I can recall, all except
13 twice we would visit real estate customer and J&P
14 customer.
15 Q. The Regions Bank account in the name of Palmetto
16 State, what was the purpose of that account?
17 A. Travel expense.
18 Now there's a loan there; you're talking about
19 the construction loan?
20 Q. No, I'm talking about the checking account?
21 A. Business expense. That's just what I told you,
22 there's three credit cards issued on that account.
23 Q. And do you recall previously testifying in your
24 deposition that you kept a balance in that account of
25 around three thousand dollars?

1 A. We started, again I'm not sure, but I think it was
2 probably 5000 it opened with; and on several
3 occasions I transferred money from First Citizens to
4 that account.
5 MR. OLSON: Let's take a five minute time-out.
6 (Brief recess.)
7 CONTINUED EXAMINATION BY MR. OLSON:
8 Q. Mr. Greene, I just handed you the originals of what
9 was furnished to us; they're not actually originals,
10 but it's originals of what was furnished to us by the
11 bank, from the Regions Bank account.
12 And I wanted to ask you about them.
13 We've just gone over that you recall testifying
14 back in May that you kept the balance around $3000 in
15 that account?
16 A. I don't recall that, but if you've got, probably in
17 that neighborhood.
18 Q. And if you'll flip over the cover page, and look at
19 the balance on the first statement from May of 2005,
20 what is that balance?
21 A. 142, am I looking at, 142,000.
22 Q. $1,142,415?
23 A. Yeah. Um-hmm.
24 Q. And the second month's balance, June 2005, 50,704,
25 excuse me, 50,707?

1 A. This is not the credit card account. It's in the
2 construction loan side somewhere.
3 Q. Let me see it back.
4 A. (Handing document.)
5 Q. Look at the third page and tell me what the name on
6 the account is? What type of account is that?
7 A. I don't know what I'm looking at.
8 Q. Business checking? Right here?
9 A. Okay.
10 Q. Now after seeing that, would you agree that's a
11 checking account records?
12 A. But I don't know whether it's in the construction end
13 or not.
14 Q. Okay.
15 A. And all the deposits is 220, I don't know whether
16 that was transfers from Harrell, I don't know where
17 that come from.
18 Q. Okay.
19 A. And there's one, 857.
20 And I would suspect that that's construction
21 draws and those kind of numbers. But I don't really
22 know.
23 MR. HODGE: Is this Plaintiff's 11?
24 MR. OLSON: We're going to put these records, as
25 being the Regions Bank account record for the

1 business checking account into evidence. We're going
2 to have to make of copy of them, this is our only
3 copy, and we're going to make a copy for everybody at
4 the end of the day.
5 If you want me to, I'll stop now and make a
6 copy. I'm not going to really go through this any
7 more than what I've just asked.
8 MR. HODGE: Is that number 10 or 11?
9 MR. OLSON: It's going to be 10.
10 BY THE WITNESS:
11 A. I don't know what the name of it is. It's, you know,
12 expense account with the cards, three, possibly 5000
13 max in those. I have the statements; I'm sure Mike
14 has them. This is not that same account.
15 (Plaintiff's Exhibit 10 marked for
16 identification, L. Greene deposition,
17 11/14/08, RAM.)
18 CONTINUED EXAMINATION BY MR. OLSON:
19 Q. Let's change the subject, go to something else.
20 At some point during Palmetto State Enterprises'
21 existence, did you approach Ron West about removing
22 him from either Palmetto States Enterprises or The
23 Legends of Tuscaloosa?
24 A. Yes, sir.
25 Q. Do you recall about when that was?

1 A. Shortly before they relieved me of the job. I don't
2 know, two, a month, two months, short time.
3 Q. So if the records show that back in the fall of 2007
4 you were no longer the, managing the LLCs, it was a
5 couple of months before then?
6 A. Approximately.
7 Q. Approximately. Okay.
8 To your knowledge, at any time was there a
9 corporate resolution or an LLC resolution ever
10 created authorizing any member to obligate other
11 members of the LLC on personal guarantees on
12 promissory notes to individual investors?
13 A. Say that again now?
14 Q. Did any of the LLCs of which you were a member, in
15 connection with these condominium projects, ever
16 enact a resolution, a resolution is a written
17 document, and my question would be, a resolution
18 authorizing any member or manager to sign individual
19 guarantees for other members?
20 A. I don't know of any resolutions we had except
21 incorporating. The manager had the authority to run
22 the company and commit whatever needed to be.
23 Q. Are you aware that on the organization documents for
24 the LLCs, that those documents specifically state
25 that individual members will not be liable for

1 obligations?
2 A. No.
3 Q. You're not aware of that?
4 A. (Unintelligible.)
5 Q. Do you recall when The Legends of Blacksburg, LLC,
6 was actually formed? And by that I mean something is
7 filed with the State of Virginia so that it is a
8 legal entity?
9 A. Can't tell you. I don't know.
10 Q. If I told you the records show, on June 28, 2007,
11 would you disagree with that?
12 A. June of '07.
13 You have it in your hand now, so I'm sure that's
14 --
15 Q. Believe me on it, or I can dick around and pull it
16 out.
17 A. I believe you.
18 Q. And who were the members of The Legends of
19 Blacksburg, LLC, at the time it was formed?
20 A. Myself, Jeff, Ron, Rich, Floyd.
21 Q. Just give me a minute on that.
22 Let me show you the Operating Agreement for The
23 Legends of Blacksburg, LLC. Then look at the
24 signature page, and tell me who the members were?
25 A. Is this the signature page?

1 Q. Yes.
2 A. Mine and Jeff's name is the only one on it.
3 Q. And on that Operating Agreement, would you show me
4 anything that shows that Ron West or Rich Rodriguez
5 or Floyd Elliott was a member on June 28 --
6 A. Not on this, but I can show you one.
7 Q. What record would that be?
8 A. I'll get it back and see. I don't know what it's
9 called, but those names are on the signature page.
10 Q. Okay.
11 A. The other operating agreements, two of the three
12 members can expel one. In that one, three out of
13 five, a majority, can expel a person.
14 Q. As part of your work for Palmetto States or The
15 Legends of Blacksburg, LLC, were you collecting funds
16 from private investors?
17 A. Yes, sir.
18 Q. What state do you reside in?
19 A. South Carolina and North Carolina.
20 Q. Let me show you these one at a time.
21 Can you identify what that is?
22 A. That's a 250,000 investment from Rocky McIntosh.
23 Q. And who prepared that document?
24 A. I don't know who prepared it, but I'm going to say
25 probably Mike Brown prepared it.

1 Q. And is that your signature at the bottom of it?
2 A. Yes, it is.
3 Q. And does that investment instrument say it is
4 guaranteed by Palmetto States and its principals,
5 Lamar Greene, Rich Rodriguez, and Ron West?
6 A. Yes, it does.
7 Q. So you agree that that is your signature on this
8 personal guarantee?
9 A. Yes, sir.
10 Q. And you acknowledge that you have personally
11 guaranteed this obligation?
12 A. Along with the other members, yes, sir.
13 Q. But you have?
14 A. Yes, sir.
15 MR. OLSON: And introduce this as Exhibit 11.
16 (Plaintiff's Exhibit 11 marked for
17 identification, L. Greene deposition,
18 11/14/08, RAM.)
19 CONTINUED EXAMINATION BY MR. OLSON:
20 Q. And the date of that investment is what?
21 A. 11/8/06, I guess.
22 Wait a minute. Yeah, that's the only dates on
23 here. No, there's one, ten-six.
24 Q. But you would agree that that's six to eight months
25 before The Legends of Blacksburg, LLC, is formed?

1 A. I don't know whether it's six to eight months; it was
2 before.
3 Q. And this next one, tell me what that is?
4 A. Investment from Bill Stewart.
5 Q. And who is it signed by, guaranteeing it?
6 A. Me and Jeff.
7 Q. Okay. And you acknowledge that is your signature and
8 that you personally guaranteed that investment?
9 A. I as manager of Palmetto States did, yes.
10 Q. But I mean you agree that it has the same language as
11 Exhibit 11, that it says the investment's guaranteed
12 by Palmetto States and its principals, Lamar Greene,
13 Rich Rodriguez, and Ron West?
14 A. Yes.
15 Q. Now when you said that Jeff Greene signed it, Jeff
16 signed it as a witness, I mean he didn't sign it as a
17 guarantee?
18 A. Right.
19 MR. OLSON: Introduce this as number 12.
20 (Plaintiff's Exhibit 12 marked for
21 identification, L. Greene deposition,
22 11/14/08, RAM.)
23 CONTINUED EXAMINATION BY MR. OLSON:
24 Q. And this next one to Mr. Paul Mahaffey?
25 A. My signature.

1 Q. And it also is a personal guarantee by you; and you
2 allege that it's also a personal guarantee by others?
3 A. Well, I don't, my signature, does it confirm this?
4 What is my signature -- excuse me, I need an
5 interpretation here.
6 MR. TALLEY: Just answer the question.
7 CONTINUED EXAMINATION BY MR. OLSON:
8 Q. That's your signature, Lamar Greene?
9 A. Yes, um-hmm, right.
10 Q. And you agree it says, the document says that it's
11 guaranteed personally by you, Lamar Greene, Rich
12 Rodriguez and Ron West?
13 A. Yes.
14 MR. TALLEY: That's 13?
15 MR. OLSON: 13.
16 (Plaintiff's Exhibit 13 marked for
17 identification, L. Greene deposition,
18 11/14/08, RAM.)
19 CONTINUED EXAMINATION BY MR. OLSON:
20 Q. And the next one, to Mr. and Mrs. Roger McIntosh,
21 same document?
22 A. Um-hmm.
23 Q. Signed by you?
24 A. Yes, as the manager.
25 Q. Personally guaranteed by you? Up in the body?

1 A. By, yes, by me and the other two members.
2 MR. OLSON: Okay, this will be number 14.
3 (Plaintiff's Exhibit 14 marked for
4 identification, L. Greene deposition,
5 11/14/08, RAM.)
6 CONTINUED EXAMINATION BY MR. OLSON:
7 Q. And the last one to Katherine Lee D'Andrea, also
8 personally guaranteed by you?
9 A. Yes.
10 Q. And you allege the others?
11 A. Yes.
12 (Plaintiff's Exhibit 15 marked for
13 identification, L. Greene deposition,
14 11/14/08, RAM.)
15 CONTINUED EXAMINATION BY MR. OLSON:
16 Q. Do you agree that those personal guarantees on your
17 part total eight hundred thousand dollars?
18 A. I'm sure you added them up; I don't know.
19 Q. Let me ask you this: You agree, don't you, that
20 there were different members in Palmetto State and
21 The Legends of Blacksburg, LLC?
22 In other words, the owners of those two
23 companies were not identical, yet some were, but you
24 had others that weren't? For example, Jeff is not a
25 member of Palmetto States, is he?

1 MR. BROWN: Yeah.
2 MR. OLSON: Okay, he is, excuse me.
3 CONTINUED EXAMINATION BY MR. OLSON:
4 Q. Floyd Elliott is not a member of Palmetto States;
5 would you agree with that?
6 A. I don't know. I'll have to get the records out and
7 see.
8 Q. You don't know whether Floyd Elliott was part of
9 Palmetto States?
10 A. I do not. You know, I just told you that, Chris.
11 Q. Well, get the records out and take a look?
12 A. I don't have them with me, but we'll darn sure get
13 them.
14 Q. Let's go on while Mike is pulling that out, I don't
15 want to delay.
16 MR. BROWN: That's Palmetto States Operating
17 Agreement.
18 CONTINUED EXAMINATION BY MR. OLSON:
19 Q. Got a number of signature pages here, because
20 apparently they were signed at different places.
21 This is the Operating Agreement of Palmetto
22 States. And if you look at all the signature pages,
23 I think you're going to see all the members. If you
24 would, tell me who those would be?
25 A. Is this the first page? There's three on here,

1 myself, Jeff and Rich.
2 Q. Okay.
3 A. And Ron.
4 Q. Do you see Floyd Elliott's name on there?
5 A. No, I do not.
6 Q. Do you agree that Floyd Elliott is not a member of
7 Palmetto States?
8 A. If his name's not on here, he wouldn't be.
9 Q. All right. So the question is this: Why are you
10 pledging assets of one LLC to another LLC that has
11 different members?
12 A. Can't answer that, I don't know.
13 All of the moneys that was contributed by
14 investors, wherever it came from, went into the First
15 Citizens, Palmetto States account. Every dollar that
16 came in was there. Deposits went into that account.
17 With the exception of what Harrell may have
18 transferred to, or Wilder transferred into NBS, South
19 Carolina National Bank, that was not in operation
20 very long, month, two months max.
21 Q. Okay. Looking at Exhibits 11, 12, 13, 14 and 15,
22 various, the various guarantees, do you agree that
23 all of them except the D'Andrea one, number 15, were
24 signed prior to The Legends of Blacksburg, LLC, being
25 formed?

1 A. When was the Blacksburg signed?
2 Q. June 28, 2007.
3 A. All these would be prior.
4 Q. Except for the D'Andrea, which is June, you would
5 agree with that?
6 A. Um-hmm.
7 Q. All right. What is the physical address of J&P
8 Enterprises? And by that I'm talking about the
9 street address.
10 A. 5640 Gallagher Drive, Gastonia.
11 Q. North Carolina?
12 A. Yes.
13 Q. And the mailing address for J&P Enterprises is P.O.
14 Box 977, Gastonia?
15 A. No. 5640 Gallagher Drive.
16 Q. You don't have a P.O. Box for J&P?
17 A. Um-um.
18 Q. Did you ever have a P.O. Box?
19 A. Um-hmm.
20 Q. When did you cease having that P.O. Box 977?
21 A. In the neighborhood of two years ago, year and a
22 half, two years ago. Don't know exactly when.
23 Q. Okay. And the telephone number, including the area
24 code, for J&P Enterprises, is one of the numbers
25 704-866-1919?

1 A. I don't know that number.
2 MR. BROWN: 7919.
3 MR. OLSON: 704-866-7919?
4 MR. BROWN: That's it.
5 CONTINUED EXAMINATION BY MR. OLSON:
6 Q. You don't know that number?
7 A. I don't, no. I only known one number, 704-861-1867.
8 Q. Where does J&P Enterprises bank?
9 A. They bank at Clover Community Bank and Palmetto.
10 No, no. J&P is at Clover, Clover Bank.
11 Q. So J&P does not bank at Palmetto?
12 A. No.
13 Q. And has not banked at Palmetto?
14 A. You're talking about a checking account?
15 Q. Yes.
16 A. We've had loans from there.
17 Q. Yes, I'm talking about a checking account.
18 A. We don't have, J&P does not have an account at
19 Palmetto Bank.
20 Q. And has not had?
21 A. Can't say for sure about that.
22 Q. We talked about this a little the last time, the
23 relationship between J&P Enterprises and Gaston
24 Engineering.
25 You told me you didn't have anything to do with

1 Gaston Engineering; do you recall that?
2 A. I don't recall that.
3 Q. Did you have anything to do with Gaston Engineering?
4 A. They had an office in our building.
5 Q. But I'm talking about, you were not a principal or
6 anything like that --
7 A. No.
8 Q. -- of Gaston Engineering?
9 A. No.
10 Q. Are you aware that there is a website for Gaston
11 Engineering that shows you as a principal?
12 A. No.
13 MR. TALLEY: I object. We went through all this
14 last time, so asked and answered.
15 MR. OLSON: Did we go through the website?
16 MR. TALLEY: I'm pretty sure we did.
17 MR. OLSON: We hadn't discovered that long ago.
18 CONTINUED EXAMINATION BY MR. OLSON:
19 Q. Let me ask you this, off the internet --
20 MR. TALLEY: Same --
21 BY THE WITNESS:
22 A. Let me say about the internet, I'm computer ill-, I
23 don't know how to turn them on, so I don't use it,
24 and I don't know where that came from.
25 Q. So Gaston Engineering, according to a web address

1 www.plantfloor.com, shows Mr. Lamar Greene as
2 president; that's incorrect?
3 A. I'm not aware of that, no, sir.
4 Q. And you're --
5 A. Is that a corporation, or what is that?
6 Q. This is just something off of the internet.
7 A. I don't know about that.
8 Q. You are not and you never have been an officer for
9 Gaston Engineering?
10 A. No, sir.
11 MR. BROWN: Do you want to enter that as
12 evidence?
13 MR. HODGE: I'd like it put into evidence.
14 MR. TALLEY: Can I see it, please?
15 MR. HODGE: Just a second.
16 So that will be Plaintiff's 16?
17 MR. OLSON: Yes, Plaintiff's number 16.
18 (Plaintiff's Exhibit 16 marked for
19 identification, L. Greene deposition,
20 11/14/08, RAM.)
21 BY THE WITNESS:
22 A. May I ask a question?
23 Q. You can ask me one; you can't ask your lawyer one.
24 A. I can't ask him?
25 Q. No, you cannot, no.

1 THE WITNESS: What do you think?
2 MR. TALLEY: He's right.
3 CONTINUED EXAMINATION BY MR. OLSON:
4 Q. Did you have a personal checking account, meaning one
5 under the name Lamar Greene, or you and your wife, or
6 you or your wife, at Palmetto Bank?
7 A. I have a personal, and it's called a Senior Checking
8 Account.
9 Q. Senior Checking Account, okay.
10 I'm going to show you what is, was part of an
11 exhibit at your earlier deposition, which was an
12 invoice submitted to Morgan and Bartos by Gaston
13 Engineering, Inc., which I believe you said you had
14 either prepared or had prepared for $20,000, and the
15 accompanying payment from Gaston Engineering,
16 endorsed by you for Gaston Engineering.
17 And I recognize it's a poor copy, but when you
18 look at the check, do you see that Palmetto Bank is
19 where that check was deposited?
20 A. I'm sure that's where it was deposited.
21 Q. And why would it have been deposited there?
22 A. He wanted cash, and that's where I could get the cash
23 from.
24 MR. OLSON: We're going to mark this as one
25 exhibit, number 17.

1 (Plaintiff's Exhibit 17 marked for
2 identification, L. Greene deposition,
3 11/14/08, RAM.)
4 CONTINUED EXAMINATION BY MR. OLSON:
5 Q. Do you know anything about a draw, or request for
6 payment and a payment, on The Spur construction loan
7 at Regions Bank, in the amount of $21,300, payable to
8 Gaston Engineering?
9 This is not Tuscaloosa; this is a different one,
10 this is The Spur.
11 A. I can't call it up now, I can't.
12 Q. I'm going to show you this.
13 A. Yes.
14 Q. Do you recognize that?
15 A. I recognize my signature, yes.
16 Q. Do you know why Gaston Engineering received $21,300?
17 A. For work that had been done.
18 Q. What work?
19 A. Consulting work.
20 Q. And who actually did the, who was the engineer that
21 performed the work?
22 A. There was about three of them, I can't recall the
23 names.
24 Q. Is Gaston Engineering still located at your office in
25 Gastonia?

1 A. Hasn't been anybody in there in a year, maybe longer.
2 MR. OLSON: Move to introduce this as the next
3 exhibit, number 18.
4 (Plaintiff's Exhibit 18 marked for
5 identification, L. Greene deposition,
6 11/14/08, RAM.)
7 CONTINUED EXAMINATION BY MR. OLSON:
8 Q. Do you know Paul Mahaffey?
9 A. Yes, I do.
10 Q. How long have you known him?
11 A. Since the '70s.
12 Q. Did you solicit an investment from him in the amount
13 of a hundred thousand dollars?
14 A. Yes, I did.
15 Q. Tell me how that --
16 A. Did I solicit; I asked him if he'd like to invest.
17 Q. Ask him, solicit.
18 And tell me what he invested in?
19 A. You know, I don't know whether it said Palmetto State
20 or what it said; but the funds went into the Palmetto
21 State account at First Citizens.
22 All of those funds, that's where they went.
23 Q. Are you aware that Paul Mahaffey filed a civil action
24 against Palmetto State Enterprises?
25 A. Yes, sir.

1 Q. Did Paul Mahaffey speak to you before filing the
2 action?
3 A. I think I recommended that he do it, yes.
4 Q. Let me show you the cover sheet and, the cover sheet
5 to the Complaint. The signature down there at the
6 bottom, Paul Mahaffey, whose signature is that, do
7 you know?
8 A. I don't know.
9 Q. It's not yours?
10 A. Not mine.
11 Q. Now I'm going to tell you --
12 A. I don't think, I don't think, that don't look like
13 mine, if you look at the rest of them.
14 Q. Well, now you would remember signing somebody's name
15 to a lawsuit other than your own, wouldn't you, if
16 you did that?
17 A. Yeah, I would. I can't, I don't know whether that's
18 my signature, doesn't look like it.
19 Q. If it is your signature, what in the world would
20 cause you to sign another man's name to a lawsuit?
21 A. I don't know how to answer that.
22 Q. Did Paul Mahaffey authorize you to sign his name for
23 that lawsuit?
24 A. He asked me to try to collect his money.
25 Q. Did he authorize you to sign his name?

1 A. No.
2 Q. So if that is your signature, and he didn't authorize
3 it, then it's a forgery?
4 A. No. I'm going to say we discussed it, how he could
5 get payment. And I don't remember all the details of
6 that.
7 Q. Okay.
8 MR. OLSON: Introduce this as Exhibit number 19.
9 THE WITNESS: And that's a suit against who?
10 Me, Palmetto, or who?
11 (Plaintiff's Exhibit 19 marked for
12 identification, L. Greene deposition,
13 11/14/08, RAM.)
14 BY THE WITNESS:
15 A. Paul is aware of this.
16 Q. You're saying that Paul is aware?
17 A. Yes, sir.
18 Q. Aware of what?
19 A. The suit.
20 Q. Is he aware of who signed his name to it?
21 A. I can't answer that.
22 Q. To be clear about this, you're saying it is not your
23 signature --
24 A. I didn't say that.
25 Q. -- you don't know whether it's your signature?

1 A. I said it doesn't look like my signature.
2 Q. But at any rate, you are sure he didn't authorize you
3 to sign his name to the lawsuit?
4 A. I'm going to say that's right.
5 No, I'm going to retract that. I'll retract
6 that.
7 Q. You're saying he did authorize you to sign his name?
8 A. I think he did.
9 Q. And so if that is --
10 A. He asked me to see what I could do to get his money
11 back, and we had discussions a long time.
12 Q. All right. Now, you've said you think he authorized
13 you to sign his name?
14 A. I didn't say authorize. He authorized me to see what
15 I could do to get his money.
16 Q. Okay. I mean it's, I want to tell you it's important
17 whether he authorized you to sign his name or not.
18 That's what I'm trying to find out.
19 A. I can't answer that.
20 Q. And you can't answer whether that in fact is your
21 signature, not his?
22 A. Doesn't look like it, but it could be a stamp, it
23 could be whatever.
24 MR. OLSON: I'm actually about to get done with
25 your questions, and I've got one more thing to go

1 over with you, and I've got to dig it out from his
2 records. So let's take a little break.
3 (Recess.)
4 CONTINUED EXAMINATION BY MR. OLSON:
5 Q. Can you read the heading of that document?
6 A. I can read the heading.
7 Q. Would you agree, I know you haven't had an
8 opportunity to read it all, but would you agree that
9 that is the Bank Capital construction loan agreement
10 for the Blacksburg project?
11 A. I can't read it to tell you what.
12 Q. Go down to the signature pages.
13 MR. BROWN: Can I read it for the record?
14 MR. OLSON: I'll read it.
15 CONTINUED EXAMINATION BY MR. OLSON:
16 Q. This construction loan agreement is entered into as
17 of September 21, 2007, by and between Bank Capital
18 and Financial Services, a South Carolina corporation,
19 lender, and The Legends of Blacksburg, LLC, a
20 Virginia limited liability company, for a loan in
21 total amount of $26,100,000.
22 And then it is a multi-, multi-, multi-page loan
23 agreement. Go to the last page, it should have
24 signatures on it.
25 MR. BROWN: It's on my signature, since I was

1 manager at that time.
2 (Plaintiff's Exhibit 20 marked for
3 identification, L. Greene deposition,
4 11/14/08, RAM.)
5 CONTINUED EXAMINATION BY MR. OLSON:
6 Q. Paragraph 1.5.1.16, and I'm going to show you this,
7 which has been marked as Exhibit number 20.
8 What does that paragraph provide?
9 A. I don't know.
10 THE WITNESS: Can you read that, counsel?
11 CONTINUED EXAMINATION BY MR. OLSON:
12 Q. Can you not read it?
13 A. I can't read it --
14 Q. Okay, give it back to me.
15 Let me ask you this, does it provide: No other
16 encumbrance is contemplated for the mortgaged
17 property, and borrower, would be The Legends of
18 Blacksburg, LLC, agrees that no junior lien of any
19 nature against any or all or any portion of the
20 mortgaged property shall be given, permitted, or
21 suffered by borrower without the lender's written
22 consent.
23 THE WITNESS: What does that mean?
24 MR. OLSON: You can tell him what it means.
25 MR. TALLEY: Just tell him what you think it

1 means.
2 THE WITNESS: Do what?
3 CONTINUED EXAMINATION BY MR. OLSON:
4 Q. Let me ask you: To you, that doesn't mean you can't
5 put a second mortgage on the property without the
6 lender agreeing?
7 A. Second mortgage -- I don't know. I don't know that.
8 Q. I thought you were, you had gone around and
9 negotiated all of these property purchases and
10 construction loans and financing and all of this, and
11 you don't know what that paragraph says?
12 A. I do not.
13 Q. What do you think it means?
14 A. I don't really know, I don't know what that paragraph
15 means.
16 But I do know we didn't take that loan down 26
17 million, or whatever that number was. Not while I
18 was in there.
19 Q. Do you deny that it means you can't put a second
20 mortgage on the property?
21 A. I don't know that.
22 Q. Do you deny it?
23 A. No, I don't deny it, because I don't know.
24 Q. Did you put a second mortgage on the property?
25 A. Did I?

1 Q. Yes, to Mr. Lester.
2 A. He owned the property to begin with.
3 Q. Did you put a second mortgage on the property?
4 A. Did I?
5 Q. Did you?
6 A. Not that I know of.
7 Q. You don't recall signing a note and mortgage to
8 Mr. Lester about six months after the closing?
9 A. Three hundred thousand?
10 Q. Five hundred thousand.
11 A. Now at the closing I asked him to defer that for some
12 period of time. And I think it might have been a
13 year. That was at the closing.
14 Q. Okay.
15 A. He agreed to do that.
16 Q. And that was at the same closing that this loan was
17 closed; correct?
18 A. He was only at the closing of the property, of his
19 property.
20 Q. Right.
21 A. He wasn't at the construction loan closing.
22 Q. Was the construction loan closing done
23 simultaneously?
24 A. No. I said no, but I don't really know about that.
25 Q. Well, let me ask you this. If that provision means

1 that you can't put a second mortgage on the property,
2 did you violate that provision when you gave him a
3 second mortgage?
4 A. The property has to be cleared for the --
5 MR. TALLEY: Let's go back to the top.
6 BY THE WITNESS:
7 A. Second, now which is the second mortgage we're
8 talking about, or is it a second mortgage?
9 What was the original sale for the land? What
10 was the original cost?
11 Q. You're the one that bought it, Mr. Greene. I don't
12 know.
13 A. You know what, I didn't buy it.
14 Q. Who did?
15 A. I signed for it.
16 Q. And you don't know what it cost you?
17 A. The big tract was 3-3 million, and the tracts all
18 around it, somewhere in the neighborhood of four
19 million.
20 Q. Okay.
21 A. To Jack, it would be three, three-point-something.
22 But it was several other tracts bought around it that
23 he didn't own.
24 Q. Do you recall executing a note and a mortgage to Jack
25 Lester after you were no longer the manager for that

1 LLC, for $500,000?
2 A. No.
3 Q. You don't recall doing that?
4 A. It was before then.
5 But I haven't been back up there since I was
6 relieved off the job.
7 Q. Okay. You were removed as manager from the LLC when?
8 (Handing document.)
9 A. What date is this? October the 4th, '07.
10 I don't know when that note was, the three
11 hundred was.
12 MR. BROWN: Do you want to enter that into
13 evidence?
14 MR. OLSON: Yes, it's going to be Exhibit number
15 21.
16 (Plaintiff's Exhibit 21 marked for
17 identification, L. Greene deposition,
18 11/14/08, RAM.)
19 MR. TALLEY: That's the minutes?
20 MR. OLSON: Yes.
21 CONTINUED EXAMINATION BY MR. OLSON:
22 Q. So you agree, you agree that the minutes of the
23 meeting of The Legends of Blacksburg show that you
24 were removed on October 4th, 2007, according to
25 Exhibit 21?

1 A. About that time, I don't know about that.
2 Q. And let me show you this, a copy of something that's
3 called a Deed of Trust. And you look over there on
4 the signature page, and tell me who signed it, what
5 the date of that is?
6 A. 20th day of December '07.
7 Q. Two months after you were removed?
8 A. Yes. Well, whatever it was.
9 And how this, how this money came along, we
10 didn't have a second mortgage, or we owed him X
11 number of dollars, we didn't have enough dollars to
12 pay him.
13 I asked him to take a -- now, I didn't, I
14 didn't, the 20th then, I guarantee you I was not in
15 Blacksburg.
16 From the day he relieved, I haven't been to any
17 site.
18 Q. And the loan agreement, the construction loan
19 agreement with Bank Capital, in which I contend it
20 says you can't put a second mortgage on the property,
21 was September 21, 2007, three months before you put a
22 second mortgage on the property?
23 A. That's what the dates are, yes.
24 Q. That's right.
25 A. But we didn't -- okay. We'll get to that in our

1 time.
2 MR. OLSON: Mark this as a Plaintiff's Exhibit,
3 22.
4 (Plaintiff's Exhibit 22 marked for
5 identification, L. Greene deposition,
6 11/14/08, RAM.)
7 CONTINUED EXAMINATION BY MR. OLSON:
8 Q. You said you're not sure of the dates, I believe.
9 But in any event, you had an agreement at the
10 time of purchase that you were going to give Jack
11 Lester a second mortgage?
12 A. No.
13 Q. When did the --
14 A. At closing on that, when it came due.
15 Q. Okay. All right. You made an agreement with Jack
16 Lester --
17 A. To pay him X number of dollars for property.
18 We didn't have that X number of dollars. I
19 asked him to take a note on some amount, three or
20 five hundred, whatever it was.
21 Q. All right. And you made that agreement with him at
22 closing?
23 A. Yes.
24 Q. Okay.
25 A. Actually might have been a day before closing.

1 Q. Okay. And so even according --
2 A. He would defer his....
3 Q. Even according to, if that provision in the loan
4 agreement says you can't put a second mortgage on it,
5 which is what I say it says, you did it anyway;
6 correct?
7 A. If that's the date is correct, I did.
8 Q. And did you tell Bank Capital you did that?
9 A. Why sure. They knew about it.
10 Q. Bank Capital knew of the second mortgage?
11 A. Red Gibbs knew about it, yes.
12 Q. The second mortgage?
13 A. I don't know if it was a mortgage or what, but he
14 knew that we had not paid it in full.
15 MR. OLSON: I don't have any other questions.
16 Thank you.
17 CROSS EXAMINATION BY MR. HODGE:
18 Q. Got a couple of questions.
19 When we first began this second deposition, you
20 referenced, I think it was Plaintiff's Exhibit 10,
21 the Regions Bank records.
22 In May of '05, a balance is reflected of
23 1,142,000; and then records in June of '05 reflected
24 a balance of $50,707.
25 So what I want to know is, what happened to that

1 approximately 1.1 million?
2 A. That was not in our, the only account we had personal
3 was a checking thing. I don't know what account that
4 was in, but you'll have to get Davis on that to
5 explain that. It was in the construction loan
6 somewhere.
7 Q. Well, I mean --
8 A. It was --
9 Q. Did you have signature authority on that account?
10 A. On the construction loan, no, sir.
11 Q. On this Regions Bank account that was referenced as
12 Plaintiff's Exhibit 10.
13 A. Is that the credit card? That's the only thing that
14 --
15 MR. HODGE: Show him Plaintiff's Exhibit 10.
16 BY THE WITNESS:
17 A. Simply trying to see where these checks came from and
18 who they went to. I see that on a couple of pages
19 here, but I don't see any million dollar changes or
20 whatever.
21 And there's a check for $186,601; I'd like to
22 see that check.
23 MR. BROWN: Should be a copy of it on the next
24 page.
25 THE WITNESS: And a check of 189 thousand.

1 CONTINUED EXAMINATION BY MR. HODGE:
2 Q. Well, to go back to my question, I asked you, did you
3 have signature authority on this account?
4 A. Yes.
5 Q. And is your address 144 Riverpoint, Clemson, South
6 Carolina, 29631?
7 A. That's correct.
8 Q. Did anybody else have signature authority on that
9 account?
10 A. Yes. Ron and Rich.
11 Q. Did Ron West or Rich Rodriguez transfer a million
12 dollars out of that account?
13 A. I'm sure they did not.
14 Q. So what I want to know is, what happened to the
15 million dollars?
16 A. Yeah, I'd like to know, too. We ought to track that
17 down, where it went. Somebody cashed it and
18 deposited it somewhere.
19 Yes, sir, I'd really like to know that myself.
20 Q. Well, Mr. Greene, don't you think you'd be in the
21 best position to know, since you're the only one that
22 had the signature authority that's --
23 A. I did not have signature authority, was not the only
24 one, sir.
25 Q. Well, you told me Rich Rodriguez and Ron West didn't

1 write a check for a million dollars?
2 A. And I didn't either, to my knowledge, unless I
3 transferred it to First Citizens or to the....
4 Q. Explain the First Citizens deal to me. What account
5 is that? I've heard that mentioned throughout;
6 understand that I can't really see all the documents
7 that are being passed back and forth.
8 Does Palmetto States have another account at
9 First Citizens?
10 A. No.
11 Q. All right, when you refer to First Citizens account,
12 who's the name, what name is that account in?
13 A. Palmetto State.
14 Q. Okay. So Palmetto State had an account at Regions
15 Bank?
16 A. Yes.
17 Q. And then they also had an account at First Citizens?
18 A. Yes.
19 Q. Is that what you're telling me?
20 A. Um-hmm.
21 Q. Well, why would you have switched, why would you have
22 taken a million dollars out of one and put it into
23 the other?
24 A. I've got to track that down. I can't answer. I
25 don't remember writing a check for a million bucks.

1 Q. Okay.
2 A. And the only thing that could, well, it couldn't even
3 be deposits, that much, I don't think.
4 Let's see where it went and who cashed it.
5 That's what we've got to find out, Charlie, because I
6 don't know.
7 Q. When we went through these personal guarantees that
8 you executed, that would be Plaintiff's Exhibits 11
9 through 15, none of those mentioned Floyd Elliott,
10 did they?
11 A. No, no.
12 Q. Is that true?
13 A. The loans? Floyd Elliott loans?
14 Q. Personal guarantee that was to Bill Stewart, Paul
15 Mahaffey, Roger, Mr. and Mrs. Roger McIntosh, and
16 Katherine D'Andrea.
17 A. No.
18 Q. Those only had your signature on them; correct?
19 A. That's right.
20 Q. And I understood you to look at that Operating
21 Agreement and verify that Floyd Elliott was not a
22 member of Palmetto States?
23 A. He did not come in as a member until the Blacksburg.
24 Q. Now, have you got any off-shore accounts?
25 A. No.

1 Q. Have you transferred money to your son or your family
2 in the last two or three years, in cash amounts?
3 A. I have reimbursed him for some travel expense and
4 plane expense. As far as transferring to him?
5 Q. So you've reimbursed your son. How much did that
6 total?
7 A. I don't know, ten, eleven thousand over three years,
8 two years, whatever the time limit was. And I think
9 he's got it documented pretty good, what it was.
10 Q. In terms of your personal accounts, which banks do
11 you have business with now?
12 A. Palmetto.
13 Q. Is that it?
14 A. Yes, sir.
15 Q. Which banks did you have business with in '05 through
16 the present?
17 A. Personal?
18 Q. Yes.
19 A. That would all be Palmetto.
20 Q. You didn't have any other banks?
21 A. I can't recall, but the one that I use all the time,
22 Palmetto Bank.
23 Q. How about your wife?
24 A. I don't know where her accounts are.
25 Q. You don't know where your wife's accounts are?

1 A. I don't know, she won't tell me.
2 Q. Does she have an independent source of income?
3 A. She does not.
4 Q. So any money that she has is money that you generate?
5 A. No, she works for J&P Enterprises and gets a salary
6 from there.
7 Q. Now, the same question I asked you about personal
8 accounts. I know that you're affiliated with this
9 J&P?
10 A. Um-hmm.
11 Q. How many banks does J&P do business with?
12 A. When you say do business, you're talking about loans,
13 checking?
14 Q. Both.
15 A. Do business with Palmetto, Clover, and at one time we
16 done business with RBS, had a checking account there,
17 Royal Bank of Canada, RBC, that was located in
18 Gastonia. And that goes about 15 to ten years.
19 Q. All in the name of J&P?
20 A. It would be, yes.
21 Q. Now how about Gaston Engineering?
22 A. Don't have a bank account for them.
23 Q. When checks were made to Gaston Engineering and sent
24 to the J&P address, what accounts would those moneys
25 be deposited in?

1 A. They were never deposited, I don't think; just got
2 cash and paid the guys.
3 Q. So that money would be cashed and it would be paid
4 out?
5 A. Yes.
6 Q. To who?
7 A. To, there's three guys in that company.
8 Q. What company?
9 A. Gaston Engineering, that done engineering work on
10 building, check prices, that type stuff.
11 Q. Well, who are these three guys?
12 A. Think about it; I got the names in front of me, I got
13 to call them up.
14 Q. Now, you understand you're under oath?
15 A. I do. And I'm telling you I can't call the names up.
16 Because I also take medication for Alzheimer's, and
17 sometime I can't call up a name, and just say quit,
18 but it will come up before too long.
19 Q. Who's president of Gaston Engineering?
20 A. I don't know.
21 Q. You don't know?
22 A. No.
23 Q. What is Gaston Engineering?
24 A. It was a, I would say a consulting firm.
25 Q. How do you know that?

1 A. I first ran into them at the Towers.
2 Q. Ran into who?
3 A. The guys that owned Gaston Engineering.
4 Q. Okay. Where is Gaston Engineering's physical
5 location?
6 A. I don't know where it is now. We used to rent them
7 an office.
8 Q. You used to rent them an office?
9 A. Um-hmm.
10 Q. Did they have a separate telephone line?
11 A. I can't, I don't know. We have about five or six
12 lines into the plant, and I don't know whether one of
13 them was theirs or not.
14 Q. So how much money was paid to Gaston Engineering?
15 A. Hundred thousand that went, I think it was a hundred
16 that went for bonuses to Ron, Rich and myself; and
17 approximately 50 for work that was done by them.
18 Q. And who had to pay out the 150 thousand?
19 A. Bartos and Morgan. That's where the money, out of
20 the construction loan.
21 Q. So the construction loan paid 150 thousand, and you
22 and Rich and Ron split a hundred of it, and then you
23 paid 50 more, you say, in cash?
24 A. Yes.
25 Q. Why did you pay in cash?

1 A. I do a lot of things in cash, Rich was paid in cash,
2 Ron was paid in cash, I was paid in cash. That ain't
3 nothing new with me.
4 Q. Well, did you report your 50,000 to the IRS, did you
5 report it as income?
6 A. No, I did not; I don't know whether the accountant
7 did or not.
8 Q. What did you do with that 50,000?
9 A. Which 50 you talking about?
10 Q. Excuse me, not 50. What did you do with your part of
11 that hundred thousand you said you split with --
12 A. Thirty thousand came to me.
13 Q. What did you do with it?
14 A. Put it in my pocket.
15 Q. Do you recognize that that would be considered
16 income, and you should report it to the taxing
17 authorities?
18 A. It should be reported, yes.
19 Q. Did you file an amended return?
20 A. We just filed the taxes; the '07 taxes were filed
21 like three days ago.
22 Q. Your testimony under oath has been that Gaston
23 Engineering has three guys; you can't identify them
24 by name. You say that --
25 A. Rob, Rob. Robert. I'll get his name in a minute.

1 Q. Why did Bartos write a check to Gaston Engineering
2 for 150 thousand, instead of writing a check for
3 50,000, and the hundred be written in separate
4 increments to you individuals?
5 A. They wrote a check for 20, 30, and we had 50, 50 and
6 30, about 130 I guess it would be.
7 Q. Did you understand my question?
8 A. Not really, sir.
9 Q. Well, if a check was written for 130 thousand,
10 whatever the amount was, if it was written to Gaston
11 Engineering, why wasn't all of it given to Gaston
12 Engineering?
13 A. Because the three of us, Ron, Rich and myself, on the
14 telephone, Ron was at my house, we agreed to take
15 50,000 each as a bonus.
16 Q. Mr. Greene, did you not just tell me that you didn't
17 have anything to do with Gaston Engineering?
18 A. That's correct.
19 Q. So you took a check that was written to a company
20 that you didn't have anything to do with, and you
21 cashed the vast majority of the money?
22 A. I got that --
23 Q. Why would you do that?
24 A. To pay the partners.
25 Q. To pay the partners. The money was supposed to be

1 paid to Gaston Engineering; why didn't you give it to
2 Gaston?
3 A. Because they didn't do any work on that.
4 Q. They didn't do any work. Well, why did you, why did
5 Bartos issue them a check for $150,000 if they didn't
6 do any work?
7 A. Because I asked him to, I told him what it was, what
8 it was for.
9 Q. You told him what it was for?
10 A. Um-hmm.
11 Q. Why would you tell him to write a check to Gaston
12 Engineering when you weren't part of Gaston
13 Engineering --
14 A. That's right.
15 Q. -- per your testimony?
16 A. That's right.
17 Q. Why would you do that?
18 A. I didn't want to write it to me.
19 Q. Why not?
20 A. I didn't want that check coming to me.
21 Q. Why didn't you tell him to write it to General
22 Motors?
23 A. They wasn't on the bonus system, sir.
24 Q. They weren't on the bonus system. But Gaston
25 Engineering was on a bonus system?

1 A. No, sir.
2 Q. I mean I just don't understand why you just made up
3 that name, Gaston Engineering, for them to write a
4 check to?
5 A. Well, I don't know who else we could write it to.
6 Q. You don't know who else you could write it to.
7 Let me ask you this, what was the money really
8 supposed to be for?
9 A. The bonuses?
10 Q. The hundred and something thousand dollars.
11 A. Bonuses.
12 Q. Bonuses?
13 A. Yes.
14 Q. I mean bonuses for what? This project was not even
15 off the ground; why would you be issuing bonuses?
16 A. We set there in my house, on the telephone hook-up,
17 and said we would declare that bonus.
18 Q. You sat there on a telephone hook-up and decided
19 you'd take money from a loan and declare it as a
20 bonus?
21 A. Yes, sir.
22 Q. Do you not see that you could be cheating the
23 investors by doing such a thing?
24 A. Well, you could, but, you know, yeah, yeah, you
25 could.

1 Q. What did you and Mr. Rodriguez and Mr. West do to
2 earn such a bonus?
3 A. What did we do?
4 Q. Yeah. What did you do?
5 A. Well, I ran the company; they solicited investors;
6 they visited the sites; and they had their name
7 signed on several million bucks.
8 Q. So that earned, that somehow justified earning
9 150,000 extra dollars?
10 A. Well, we thought it did, or we wouldn't have done it.
11 Q. Now, I want to know why any of that money, if this
12 was really for bonuses, why any of that money went to
13 this Gaston Engineering, which you said didn't do any
14 work?
15 A. I didn't say they didn't do any work.
16 Q. What work did they do?
17 A. Reviewed plans, see if there was a cheaper, better
18 way to do the construction of the building.
19 Q. They send you an invoice?
20 A. I'm sure they did.
21 Q. I haven't seen one. I'd like to know what, I think
22 the investors would like to know what Gaston
23 Engineering did.
24 Now if they didn't do anything, we might as well
25 come clean now. Because if we find out later that

they didn't do anything, then there are going to be consequences to your testimony.

Do you understand that?

A. I do.

MR. TALLEY: Off the record.

(Discussion off the record.)

CONTINUED EXAMINATION BY MR. HODGE:

Q. Who generated the invoice that Mr. Talley has been kind enough to tell me that there's an invoice floating around? Who generated that invoice to Gaston Engineering?

A. Well, which one? There's like three or four, three invoices.

Q. Any of them.

A. I generated it for one, the 150.

Q. You generated an invoice for a company that you don't have anything to do with?

A. That's correct.

Q. Well, do you not see that that's wrong? I mean not just unlawful, but just wrong?

A. Well, yes, that's correct.

Q. Okay. The other invoices generated by Gaston Engineering, did you do those as well?

A. They probably told someone in our office; but they should have given them an invoice to do that.

1 And to finish that story, Rich was paid in cash,
2 Ron was paid in cash, and I was paid in cash.
3 Q. Did Mr. Rodriguez and Mr. West make capital
4 contributions?
5 A. Did they do what now?
6 Q. Did they put money out for this venture?
7 A. Yes.
8 Q. How much?
9 A. Ten thousand.
10 Q. Ten thousand.
11 Why didn't you just classify it as repayment of
12 capital contribution?
13 A. That I don't know.
14 Q. Did they report their income?
15 A. I don't know.
16 MR. HODGE: All right, I've had enough fun.
17 That's all I can do right now.
18 CROSS EXAMINATION BY MR. TALLEY:
19 Q. Mr. Greene, have you ever been to Sam's Town Hotel
20 and Casino?
21 A. No, sir.
22 Q. You've been asked, this is Exhibit 10, about a
23 transfer from this Regions account.
24 Was there not money owed for the land purchase
25 in Columbia to one of the West Virginia football

1 boosters?
2 A. Yes, there was.
3 Q. How much was that?
4 A. It was two million that we borrowed from him. And
5 the interest on that was, I don't remember, it was
6 more than two million, but not big amount.
7 Q. Was he paid back in June of 2005?
8 A. He was paid before the closing.
9 Q. Is that this wire for 2,177,751, is that to Ike
10 Morris, in West Virginia?
11 A. It's his company; it wouldn't be to Ike Morris.
12 Q. And who arranged that money to come to the company?
13 A. Rich.
14 MR. TALLEY: I think that's all I have.
15 MR. OLSON: Thank you.
16 (The deposition of C. Lamar Greene
17 ceased at 11:20 a.m. this date.)
18
19
20
21
22
23
24
25

1 STATE OF SOUTH CAROLINA IN THE COURT OF COMMON PLEAS
2 COUNTY OF PICKENS C.A. NO.: 2008-CP-39-56
3
4 Palmetto State Enterprises, LLC,
5 Plaintiff,
6 vs
7 Lamar Greene, J & P Enterprises of the
Carolinas, Inc., Gaston Engineering, Inc.
8 and Morgan and Bartos Builders, LLC,
9 Defendants.
10 And Lamar Greene,
11 Third Party Plaintiff,
12 vs
13 Mike Brown and Ron West,
14 Third Party Defendants.
15
16 This is to certify that the foregoing deposition of
17 C. Lamar Greene was taken by the within court reporter, a
18 Notary Public for the State of South Carolina, duly
19 commissioned and qualified as such, on the 14th day of
20 Noveber 2008, at 600 College Avenue, Clemson, South
21 Carolina.
22 That said court reporter is not a relative or
23 employee of any of the parties or the attorneys, and
24 further, is not of counsel or attorney for any of the
25 parties to said action, and is not in any manner interested

1 in the cause, financial or otherwise.
2 That the deponent was duly placed under oath and
3 admonished to speak the whole truth. That the oral
4 deposition was duly taken and transcribed as to the
5 questions propounded and the answers given, that the
6 foregoing 67 pages are a true, accurate, and correct record
7 of the testimony given by the deponent; together with such
8 changes as said deponent may have made, if any, during the
9 reading over and signing procedure.
10 That all offered exhibits, stipulations and
11 objections, if any, involved in this cause are duly attached
12 or included herein or retained by the parties.
13 In witness whereof, I have set my hand and official
14 seal. Date: 11/25/08.
15
16 Ruth Anne Maciag
17 Ruth Anne Maciag, RPR
Notary Public for South Carolina
18 My commission expires 6/30/2018
19
20
21
22
23
24
25

000608

1 STATE OF SOUTH CAROLINA IN THE COURT OF COMMON PLEAS
2 COUNTY OF PICKENS C.A. NO.: 2008-CP-39-56
3
4 Palmetto State Enterprises, LLC,
5 Plaintiff,
6 vs
7 Lamar Greene, J & P Enterprises of the Carolinas, Inc., Gaston Engineering, Inc.
8 and Morgan and Bartos Builders, LLC,
9 Defendants.
10 And Lamar Greene,
11 Third Party Plaintiff,
12 vs
13 Mike Brown and Ron West,
14 Third Party Defendants.
15
16 This is to certify that the foregoing deposition of
17 C. Lamar Greene was taken by the within court reporter, a
18 Notary Public for the State of South Carolina, duly
19 commissioned and qualified as such, on the 12th day of May
20 2008, at 600 College Avenue, Clemson, South Carolina.
21 That said court reporter is not a relative or
22 employee of any of the parties or the attorneys, and
23 further, is not of counsel or attorney for any of the
24 parties to said action, and is not in any manner interested
25 in the cause, financial or otherwise.

1 That the deponent was duly placed under oath and
2 admonished to speak the whole truth. That the oral
3 deposition was duly taken and transcribed as to the
4 questions propounded and the answers given, that the
5 foregoing 104 pages are a true, accurate, and correct record
6 of the testimony given by the deponent; together with such
7 changes as said deponent may have made, if any, during the
8 reading over and signing procedure.
9 That all offered exhibits, stipulations and
10 objections, if any, involved in this cause are duly attached
11 or included herein or retained by the parties.
12 In witness whereof, I have set my hand and official
13 seal. Date: 5/27/08.
14
15
16 Ruth Anne Maciag, RPR
Notary Public for South Carolina.
My commission expires 7/7/2008
17
18
19
20
21
22
23
24
25

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM PICKENS COUNTY COURT OF COMMON PLEAS
Charles B. Simmons, Jr., Special Referee

Case No. 2008-CP-39-56
Appellate Case No. 2013-002154

Palmetto State Enterprises, LLC,

Respondent,

v.

Clegg Lamar Greene a/k/a Lamar Greene, Juleene Greene, a/k/a Julie Greene, J & P Enterprises of the Carolinas, Inc., and Gaston Engineering, Inc.,

Defendants,

Of Whom

J & P Enterprises of the Carolinas, Inc. is the

Appellant.

PROOF OF SERVICE

IT IS HEREBY CERTIFIED that a copy of the foregoing **Record on Appeal** in this action was served upon Counsel for Respondent, Dan R. Price, Jr., and Dan Hunt, Personal Representative for the Estate of Lamar Greene, by placing copies of same in the United States Mail this date, with sufficient postage affixed thereto, addressed as follows:

David R. Price, Jr.
P. O. Box 2446
Greenville, SC 29602

Dan Hunt
502 North A Street
Easley, SC 29640

March 28, 2014

Scott F. Talley
TALLEY LAW FIRM, P.A.
2500 Winchester Place, Suite 100
Spartanburg, South Carolina 29301
(864) 595-2966
Attorney for Appellant

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM PICKENS COUNTY
Court of Common Pleas

Charles B. Simmons, Jr., Special Referee

Case No. 2008-CP-39-56
Appellate Case No. 2013-002154

Palmetto State Enterprises, LLC,

Respondent,

v.

Clegg Lamar Greene a/k/a Lamar Greene, Juleene Greene, a/k/a Julie Greene, J & P Enterprises of the Carolinas, Inc., and Gaston Engineering, Inc.,

Defendants,

Of Whom

J & P Enterprises of the Carolinas, Inc. is the

Appellant.

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.

Dated: March 28, 2014

Scott F. Talley
TALLEY LAW FIRM, P.A.
2500 Winchester Place, Suite 100
Spartanburg, South Carolina 29301
(864) 595-2966
Attorney for Appellant J&P Enterprises of the Carolinas, Inc.